

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
OCTOBER 27, 2025
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on October 27, 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/>. Overflow location will be held at Hildegard Schmidt Garden Center, 2740 Mustang Drive. Ingleside, Texas 78362.

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 monthly financial report as of September 2025.
- d. City of Ingleside expenditures paid over \$3,000.00 for the period of September 2025.
- e. Report on the Texas Coast Youth Soccer League donation request.
- f. Report on Mustang Youth Basketball Association donation request.

Presentations

7. Proclamation to recognize the week of November 3-7, 2025 as Municipal Court Week.

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.

8. Deliberate and take appropriate action on the Regular Meeting Minutes of October 14, 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.

9. Public Hearing regarding an application filed by Port of Texas, LP requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of crude oil storage tanks on property generally located South of Highway 361 and West of Coach Emory Bellard Dr and Avenue B, further described in the legal description below:

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

Regular Agenda

10. Deliberate and take appropriate action on first reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication.

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records,

San Patricio County, Texas.

11. Deliberate and take appropriate action on entering into a Short-Term Option for Potable Water Reservation and Diversion Contract with the Nueces River Authority to reserve 2,240.8 acre-feet of water per year for the City of Ingleside.
12. Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the State of Texas Department of Transportation for the FY 2026 Step Comprehensive Program for the Police Department for \$11,966.64 with a City cash match of \$2,991.90 for overtime and fringe benefits.
13. Deliberate and take appropriate action on the purchase of three (3) police patrol vehicles and equipment as appropriated in the 2025-2026 Fiscal Year Budget and purchased through TIPS Contract 240901 and Buy Board Contract #698-23, respectively.
14. Deliberate and take appropriate action on a Resolution authorizing the City of Ingleside, TX, to accept a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division in an amount of \$31,104.90 to purchase a (UTV) Utility Terrain Vehicle under a grant for FY 2026.
15. Deliberate and take appropriate action on the purchase of a (UTV) Polaris Ranger 1000 for the police department with grant funds awarded by the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2026.
16. Deliberate and take appropriate action on a Special Event Permit request from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament to be held on March 7th and 8th, 2026.
17. Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament in the amount of \$20,000 for their event to be held March 7th and 8th, 2026.
18. **TABLED 10/14/2025** Deliberate and take appropriate action on a Resolution for the approval of the Ingleside Development Corporation (IDC) to expense IDC Funds for the building of two Fitness Court Studios to be located at N.O. Simmons and Live Oak Parks.
19. **TABLED 10/14/2025** Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2025-2026 budget for the City of Ingleside, Texas, for the Ingleside Development Corporation Fund, and General Fund Capital Improvement Fund for the appropriation of funds for the cost of one Fitness Court Studio at NO Simmons Park and one Fitness Court Studio at Live Oak Park.
20. Deliberation and possible action on a Resolution waiving rental fees for the Ingleside Garden Center for use by the Ingleside Garden Club.
21. Deliberate and take appropriate action for City Council to approve the proposal for materials testing for the Avenue B MIT-MOD Drainage Project submitted by Terracon.

22. Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the Texas A&M Forest Service in the amount of \$300,000 towards the purchase of a new Pierce Stock M2-106 BX Pumper truck for the Fire Department through a Buy Board contract.

Executive Session

23. Closed Session

City Council will meet in Closed Session pursuant to the provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

- A. Deliberation pursuant to Texas Government Code Section 551.089 (Security Devices or Security Audits) to discuss matters related to the City's information technology security infrastructure, including the transition to new secure email servers, cybersecurity measures, and data transmission systems.

24. Open Session

City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

- A. Deliberation pursuant to Texas Government Code Section 551.089 (Security Devices or Security Audits) to discuss matters related to the City's information technology security infrastructure, including the transition to new secure email servers, cybersecurity measures, and data transmission systems.

Closing Agenda

25. Items to consider for placement on future agendas.
26. Adjourn.

Special Accommodations

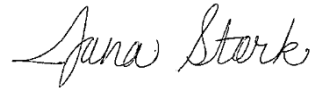
This facility is wheelchair accessible and there are special parking spaces near the main entrance. Request for accommodations or special services must be made 48 hours prior to this meeting. Please contact City Secretary's Office at (361) 776-2517 or Fax (361) 776-1027 or email citycouncilquestions@inglesidetx.gov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

October 27, 2025, Regular City Council Agenda

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 October 21, 2025 by 6:00 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: October 27, 2025

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council may discuss any subject under this item.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

1. City of Ingleside Boards & Commissions Volunteers Needed
 2. Ingleside Parks & Recreation Flags of Freedom, Sponsors accepted from September 02 - October 31, 2025
 3. Ingleside Public Library Tutoring, Mondays and Saturdays
 4. Ingleside Public Library Children Programs, Various Days
 5. Ingleside Public Library Crochet for Beginners, Mondays
 6. Ingleside Public Library Crochet for Beginners Update
 7. Book Club, 3rd Tuesday of the Month, October 21, 2025, November 18, 2025, and December 16, 2025
 8. GFWC Fireside Junioresettes Halloween Parade, October 28, 2025
 9. Ingleside Public Library Coats & Food for Fines, November 01, 2025 - November 28, 2025
 10. Ingleside Public Library Dia de Los Muertos, November 01, 2025 - November 02, 2025
 11. Ingleside Community Garage Sale, November 08, 2025
 12. Ingleside Parks & Recreation Christmas Parade, December 05, 2025
 13. Ingleside Parks & Recreation Tree Lighting, December 05, 2025
 14. Ingleside Renaissance Faire, December 13 & 14, 2025
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FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

1. 2025, 10-27 Community Events v4

City of Ingleside ***Volunteers Needed***

Boards & Commissions



***We Need
Help With***

- ✓ Planning & Zoning
- ✓ Board of Adjustments
- ✓ Street Advisory Group
- ✓ And many more!

CONTACT US

(361)776-2517 | citysecretary@inglesidetx.gov

INGLESIDE PARKS AND RECREATION

FLAGS OF FREEDOM

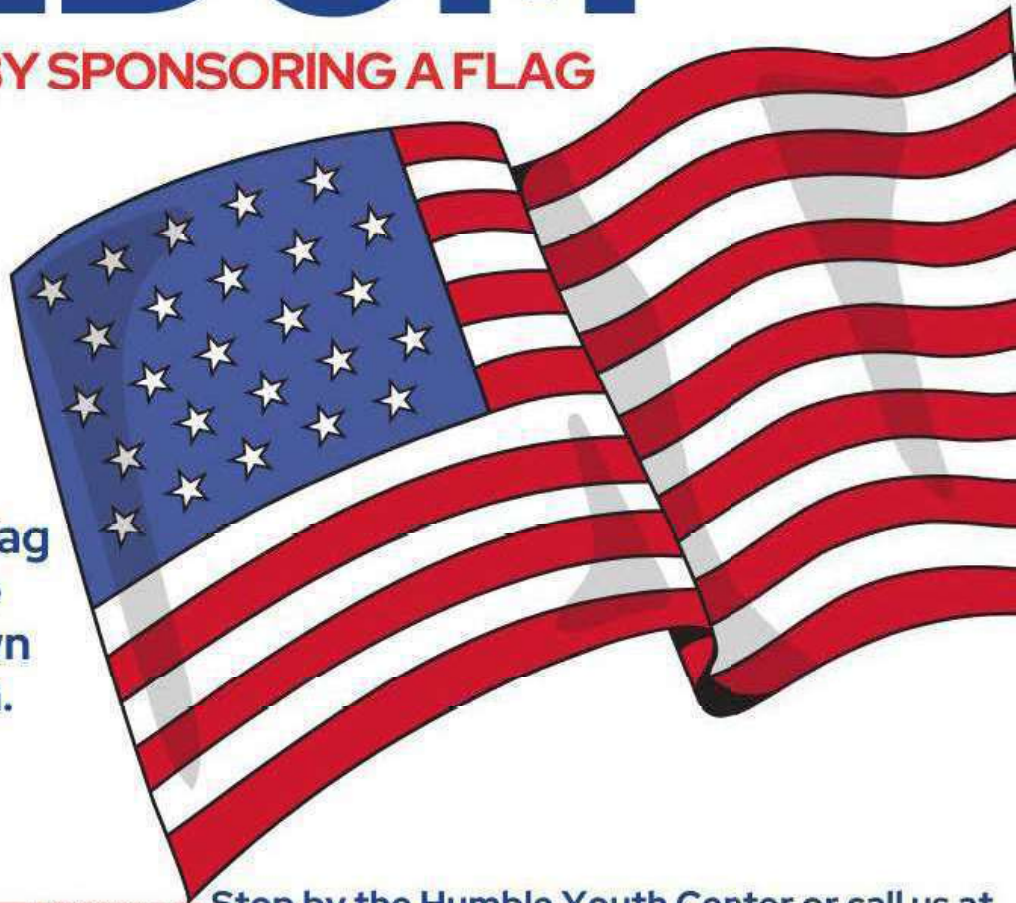
\$35

Sponsorship fee
check or money order only

HONOR YOUR HERO BY SPONSORING A FLAG



Each sponsorship will
include a 3x5 American Flag
mounted on an 8ft pole
customized with your own
personalized dedication.



Stop by the Humble Youth Center or call us at
361-776-3438 for more information.

DOES YOUR CHILD NEED TUTORING IN:

**MATH?
READING?
OR
ENGLISH?**

If so, come to the Ingleside Public Library

Mondays = 4:00-6:00 PM

&

Saturdays = 9:00 - 11:00 AM

for more information call 361-776-5355

INGLESIDE PUBLIC LIBRARY

STARTING THE WEEK AFTER SCHOOL BEGINS

CHILDREN PROGRAMS

**AFTER SCHOOL PROGRAM
TUESDAYS 3:45 till 5:00P**

**GAME DAY
WEDNESDAYS 4:00 till 5:30P**

**5&UNDER
FRIDAYS 9:30 till 10:30A**

MORE PROGRAMS ON BACK



FREE CROCHET FOR BEGINNERS

WANT TO LEARN HOW TO CROCHET?

Come to the

Ingleside Public Library

**Monday's
4:30 - 5:30 PM**

Contact the Library at 361-776-5355 for information



**DUE TO THE
UPCOMING HOLIDAYS
THE CROCHET CLASS
WILL END
NOVEMBER 7th, 2025
AND RESUME
JANUARY 12th, 2026
THANK YOU**

One Page at a Time

3rd Tuesday of the Month

1:30p

**612 Sandpiper,
Ingleside on the Bay**

SEPT 16th: The Mysterious Bakery Rue de Paris by Evie Woods

Edie left everything behind in Ireland for her dream job at a bakery in Paris. Except the bakery isn't in Paris – and neither is Edie.

OCT 21st: Frozen River by Ariel Lawton

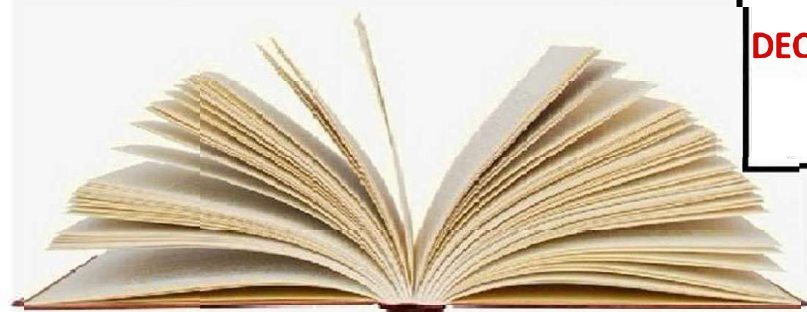
A gripping historical mystery based on the real-life diary entries of Martha Ballard, an 18th-century midwife who defied the legal system and wrote herself into American history.

NOV 18th: Mad Honey by Jody Picoult & Jennifer Boylan

Olivia McAfee knows what it feels like to start over. Her picture-perfect life—living in Boston, married to a brilliant cardiothoracic surgeon, raising their beautiful son, Asher—was upended when her husband revealed a darker side.

DEC 16th: Happy Place by Emily Place

Harriet and Wyn have been the perfect couple since they met in college—they go together like salt and pepper, honey and tea, lobster and rolls. Except, now—for reasons they're still not discussing—they don't.



Book Club

For more information Please call: GELINDA 972-463-0310

Or Ingleside Public Library: 361-775-5355



Halloween Parade October 28, 2025 6pm

GFWC INGLESIDE WOMAN'S CLUB*GFWC FIRESIDE JUNIORETTES*INGLESIDE PARKS AND RECREATION

**SIGN UP FOR INGLESIDE'S ANNUAL
HALLOWEEN PARADE!!!!**

Lineup will begin at 5:30 p.m. in the visitor side of the high school parking lot located on Filoberto Villa Drive and the parade will begin at 6pm. QR code to sign up:

Esme Vazquez ezmeserda@gmail.com 361-633-9184

Tori Buescher torib0601@yahoo.com 361-945-1006



COATS & FOOD FOR FINES

No clothes
or shoes
please!

NOVEMBER 1, 2025 - NOVEMBER 28, 2025

BRING YOUR NEW OR GENTLY USED COATS FOR KIDS OF ALL AGES WHICH WILL BE DONATED TO OUR ISD COMMUNITY.

AND/OR

YOU CAN ALSO BRING NON-PERISHABLE FOOD FOR EXCHANGE OF FINES TOO, WHICH WILL REPLENISH THE FOOD PANTRIES OF OUR LOCAL CHURCHES. THERE WILL BE NO CREDIT GIVEN IF FOOD AMOUNT IS OVER THE FINE AMOUNT ON YOUR ACCOUNT.

"DOES NOT APPLY TO LOST OR DAMAGED MATERIAL FEES"



INGLESIDE PUBLIC LIBRARY

2775 WACO ST, INGLESIDE TX 78362: 361-776-5355



DÍA DE LOS MUERTOS

Celebrate the
Day of the Dead
(Dia de los Muertos)
with us

Bring a picture of your loved ones to the
Ingleside Public Library
2775 Waco St

Please write your name
and phone number
on the back of the photo

November 1st, 12AM

Dia de los Angelitos (Spirits of the Angels)

November 2nd, 12AM

Dia de los Difuntos (Spirits of the Adults)

November 2nd, Noon

Dia de los Muertos (Spirits of all the dead)



INGLESIDE COMMUNITY GARAGE SALE

November 8th, 2025

8:00 am - 2:00 pm

2867 Ave J Ingleside, Tx 78362

**For more information please call
361-776-2906**

Please join us for our Fall Ingleside Community
Garage Sale! Sign up today! You may choose to have it at
your home or join us at N.O. Simmons Park!



INGLESIDE PARKS AND RECREATION

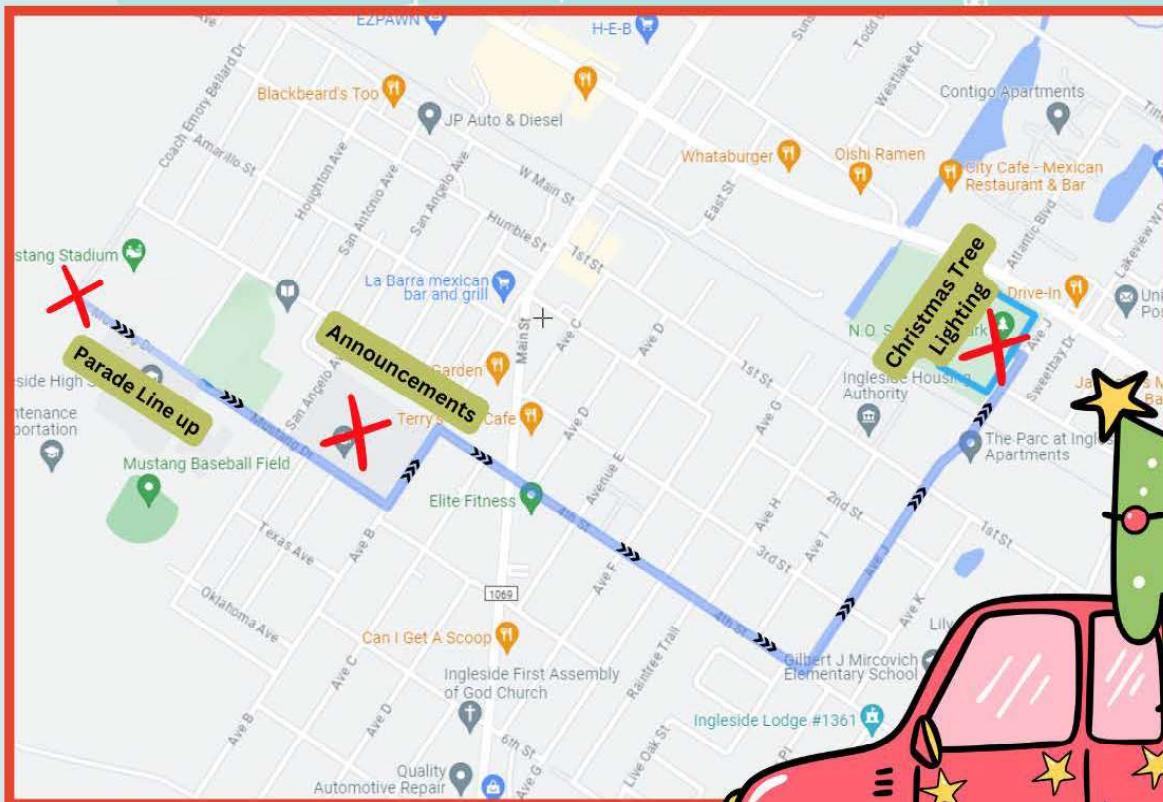
CHRISTMAS PARADE



WHO'S READY FOR A HOLLY JOLLY CELEBRATION? GET READY TO ILLUMINATE THE NIGHT AT OUR ANNUAL CHRISTMAS PARADE! GIVE US A CALL AT 361-776-3438 TO GET ALL THE DETAILS AND BE PART OF THE FESTIVE FUN! LET'S MAKE THIS A MEMORABLE EVENT!

DECEMBER 5, 2025 | 6PM PARADE STARTS ON MUSTANG DR

Ingleside Parks and Recreation **CHRISTMAS PARADE ROUTE**



Lineup will start on Mustang in front of Ingleside High School.

- **Parade will begin on Mustang Drive, turning left onto Avenue B, and then take a right onto 4th Street.**
- **The parade will continue down 4th Street all the way to Avenue J, concluding at N.O. Simmons Park.**

To register, call us at 361-776-3438

Ingleside Parks and Recreation
**INGLESIDE CHRISTMAS
TREE LIGHTING**



JOIN US AFTER THE PARADE FOR OUR FAMOUS TREE
LIGHTING! COME CELEBRATE WITH FUN ACTIVITIES,
HOT COCOA, PICTURES WITH SANTA AND MORE!

FRIDAY, DECEMBER 5 | N.O. SIMMONS PARK

Ingleside Renaissance Faire

— Dec 13th & 14th, 2025 —



Step back in time and come enjoy
jousting, pyro-jugglers, great
music, food, arts, craft vendors
and much more!



— Live Oak Park —

2020 Parkview Pl, Ingleside, TX 78362

— inglesidetxchamber.com —
ingchamber4@gmail.com | 361-776-2986



CITY COUNCIL AGENDA
Regular Meeting: October 27, 2025

AGENDA ITEM: 6.c

City of Ingleside monthly financial report as of September 2025.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Monthly financial report ending September 30, 2025.

FISCAL ANALYSIS:

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

FY2026 The September 2026 Council Discretionary Funds account balance is \$200,000

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

1. FINANCIALS 09 2025..



Monthly Financial Report to City Council October 27, 2025

Finance Department
Submitted by: Priscilla Solis

	Page
A.) Statement of Revenues and Expenditures through September 2025 (Preliminary)	
1.) Summary By Fund	A.1
2.) Income Statement	A.2
 B.) Monthly Portfolio Report -August 30, 2025	 B.1
Total Value - August 30, 2025	\$ 90,899,085.34
Total Value - July 31, 2025	\$ 92,257,939.37
Net Change	\$ (1,358,854.03)
 C.) Cash Basis Sales Tax Collections through September 2025	 C.1
FYD - Total	\$ 5,115,798.34 (Gross 12 months 100%)
Budgeted - Total	\$ 3,150,000.00 Remaining to Collect:
Difference Budget vs. Received	\$ (1,965,798.34) -62.41%
 D.) FY25 General Fund Tax Roll Collection through September 2025	
FYD - Total	\$ 10,413,574.20
Budgeted - Total	\$ 9,642,320.00 Remaining to Collect:
Difference Budget vs. Received	\$ (771,254.20) -8.00%



Fund Balance Report

As Of 09/30/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
10 - GENERAL FUND	16,196,189.85	19,845,686.77	19,445,641.85	16,596,234.77
14 - HOUGHTON REHABILITATION	2,010,954.29	59,886.51	0.00	2,070,840.80
18 - COVE PARK TOURISM FUND	201,951.77	21,091.38	106,071.42	116,971.73
21 - HOTEL-MOTEL FUND	1,432,244.88	274,831.99	356,022.22	1,351,054.65
23 - INGLESIDE DEVELOPMENT COR	2,510,752.58	796,712.31	322,638.82	2,984,826.07
24 - IDC PROMOTIONAL SALES TAX	413,197.84	78,391.94	42,955.69	448,634.09
25 - GENERAL FUND GRANTS	195,296.34	1,134,228.98	669,291.84	660,233.48
28 - INGLESIDE STREET MAINTENA	2,029,616.61	759,040.01	188,890.54	2,599,766.08
30 - GF CAPITAL PROJECTS FUND	2,371,767.15	4,077,865.97	1,939,715.79	4,509,917.33
31 - STREET RECONSTRUCTION	3,959.70	85.94	0.00	4,045.64
32 - GF VEHICLES & EQUIP>\$5K	4,094,132.80	1,878,228.95	2,318,092.54	3,654,269.21
40 - DEBT SERVICE FUND	1,731,080.49	4,821,553.11	5,998,156.72	554,476.88
50 - UTILITY FUND	78,304.57	7,050,461.34	5,435,067.66	1,693,698.25
51 - UF CAPITAL PROJECTS FUND	5,217,896.25	181,659.39	28,400.00	5,371,155.64
52 - UF VEHICLES & EQUIP>\$5K	-1,665,883.57	350,978.96	1,128.72	-1,316,033.33
54 - UTILITY IMPACT FEES	1,630,688.33	141,818.47	0.00	1,772,506.80
56 - WW TREATMENT PLANT-TWDB	2,047,736.39	1,063,191.22	0.00	3,110,927.61
57 - CO2024-CAPITAL BOND	0.00	10,271,347.03	90,944.00	10,180,403.03
58 - CO2025-WWTP BOND	0.00	18,064,852.80	0.00	18,064,852.80
60 - ASSET SEIZURES & FORFEIT.	60,902.82	1,577.80	0.00	62,480.62
Report Total:	40,560,789.09	70,873,490.87	36,943,017.81	74,491,262.15

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - GENERAL FUND	-5,632,830.00	-5,632,830.00	-975,513.10	400,044.92	-6,032,874.92
18 - COVE PARK TOURISM F...	10,000.00	10,000.00	0.00	-84,980.04	94,980.04
19 - HURRICANE EMERGENCY	0.00	0.00	0.00	-241,777.49	241,777.49
21 - HOTEL-MOTEL FUND	-165,800.00	-165,800.00	-38,537.31	-81,190.23	-84,609.77
23 - INGLESIDE DEVELOPME...	167,908.00	167,908.00	51,646.76	474,073.49	-306,165.49
24 - IDC PROMOTIONAL SALE...	-198,455.00	-198,455.00	5,892.86	35,436.25	-233,891.25
25 - GENERAL FUND GRANTS	0.00	0.00	-7,718.29	464,937.14	-464,937.14
28 - INGLESIDE STREET MAIN...	-550,000.00	-550,000.00	50,234.13	570,149.47	-1,120,149.47
30 - GF CAPITAL PROJECTS F...	-2,793,868.00	-2,793,868.00	219,985.48	2,138,150.18	-4,932,018.18
31 - STREET RECONSTRUCTI...	0.00	0.00	0.00	85.94	-85.94
32 - GF VEHICLES & EQUIP>\$...	-1,253,313.00	-1,253,313.00	81,132.54	-439,863.59	-813,449.41
40 - DEBT SERVICE FUND	-380,010.00	-380,010.00	7,459.21	-1,176,603.61	796,593.61
50 - UTILITY FUND	12,936.00	12,936.00	73,567.49	1,615,393.68	-1,602,457.68
51 - UF CAPITAL PROJECTS F...	91,860.00	91,860.00	15,228.93	153,259.39	-61,399.39
52 - UF VEHICLES & EQUIP>\$...	35,000.00	35,000.00	27,499.00	349,850.24	-314,850.24
54 - UTILITY IMPACT FEES	110,000.00	110,000.00	6,780.82	141,818.47	-31,818.47
56 - WW TREATMENT PLANT...	-3,801,250.00	-3,801,250.00	83,334.00	1,063,191.22	-4,864,441.22
57 - CO2024-CAPITAL BOND	0.00	0.00	-8,809.07	10,180,403.03	-10,180,403.03
58 - CO2025-WWTP BOND	0.00	0.00	0.00	18,064,852.80	-18,064,852.80
60 - ASSET SEIZURES & FORFE...	0.00	0.00	0.00	1,577.80	-1,577.80
Total Surplus (Deficit):	-14,347,822.00	-14,347,822.00	-407,816.55	33,628,809.06	

Portfolio Overview

Portfolio Summary

	Prior 31 Aug-25	Current 30 Sep-25
Par Value	91,097,289.49	90,971,599.87
Original Cost	90,993,772.12	90,868,082.50
Book Value	91,005,945.13	90,894,395.43
Market Value	91,006,781.12	90,899,085.35
Accrued Interest	14,103.20	21,502.99
Book Value Plus Accrued	91,020,048.33	90,915,898.42
Market Value Plus Accrued	91,020,884.32	90,920,588.34
Net Unrealized Gain/(Loss)	835.99	4,689.91

Income Summary

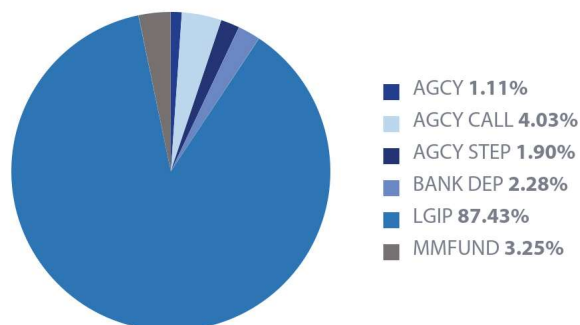
Current Period	1 Sep-25 to 30 Sep-25
Interest Income	301,038.27
Net Amortization/Accretion	14,139.92
Realized Gain/(Loss)	0.00
Net Income	315,178.20

Fiscal Year-to-Date	1 Oct-24 to 30 Sep-25
Net Income	2,207,653.40

Portfolio Characteristics

	Prior 31 Aug-25	Current 30 Sep-25
Yield to Maturity	4.273%	4.215%
Yield to Worst	4.273%	4.215%
Days to Final Maturity	16	14
Days to Effective Maturity	16	14
Duration	0.57	0.49

Asset Allocation

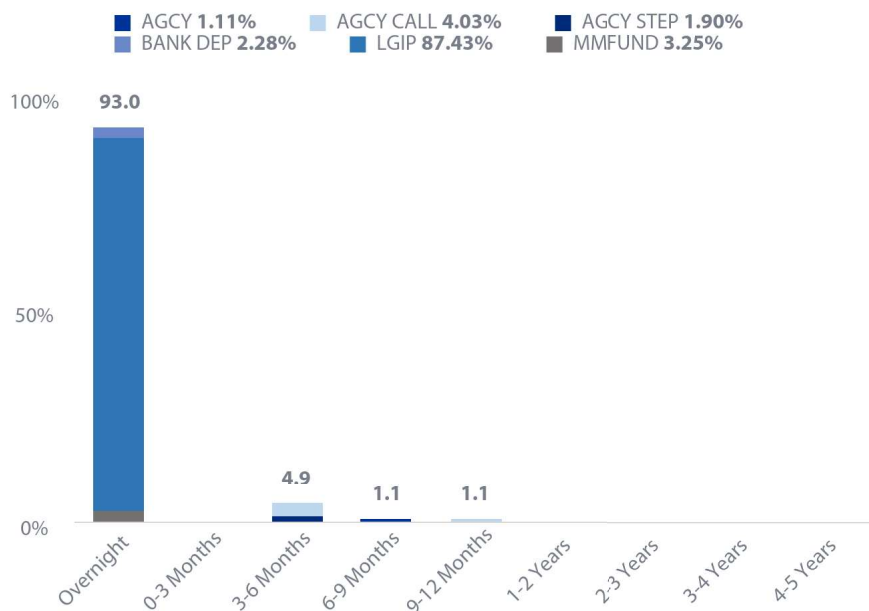


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
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Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

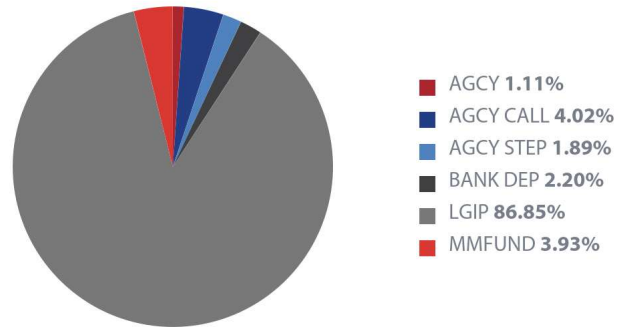
Issuer	Allocation
TEX PRIME	87.43%
Federal Home Loan Banks	5.93%
MS	3.15%
FROST	2.19%
Federal Farm Credit Banks Funding Corporation	1.11%
Invesco	0.10%
1STCOMMBK	0.09%

Maturity Distribution by Security Type

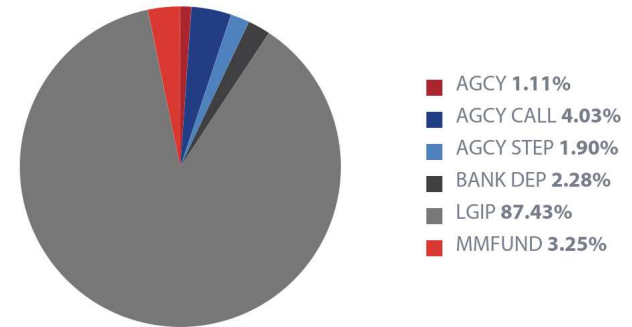
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY	--	--	--	1,005,036.75	--	--	--	--	--	1,005,036.75
AGCY CALL	--	--	2,689,253.98	--	975,696.42	--	--	--	--	3,664,950.40
AGCY STEP	--	--	1,727,808.41	--	--	--	--	--	--	1,727,808.41
BANK DEP	2,073,294.90	--	--	--	--	--	--	--	--	2,073,294.90
LGIP	79,467,943.04	--	--	--	--	--	--	--	--	79,467,943.04
MMFUND	2,955,361.93	--	--	--	--	--	--	--	--	2,955,361.93
Total	84,496,599.87	--	4,417,062.39	1,005,036.75	975,696.42	--	--	--	--	90,894,395.43

Asset Allocation

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



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

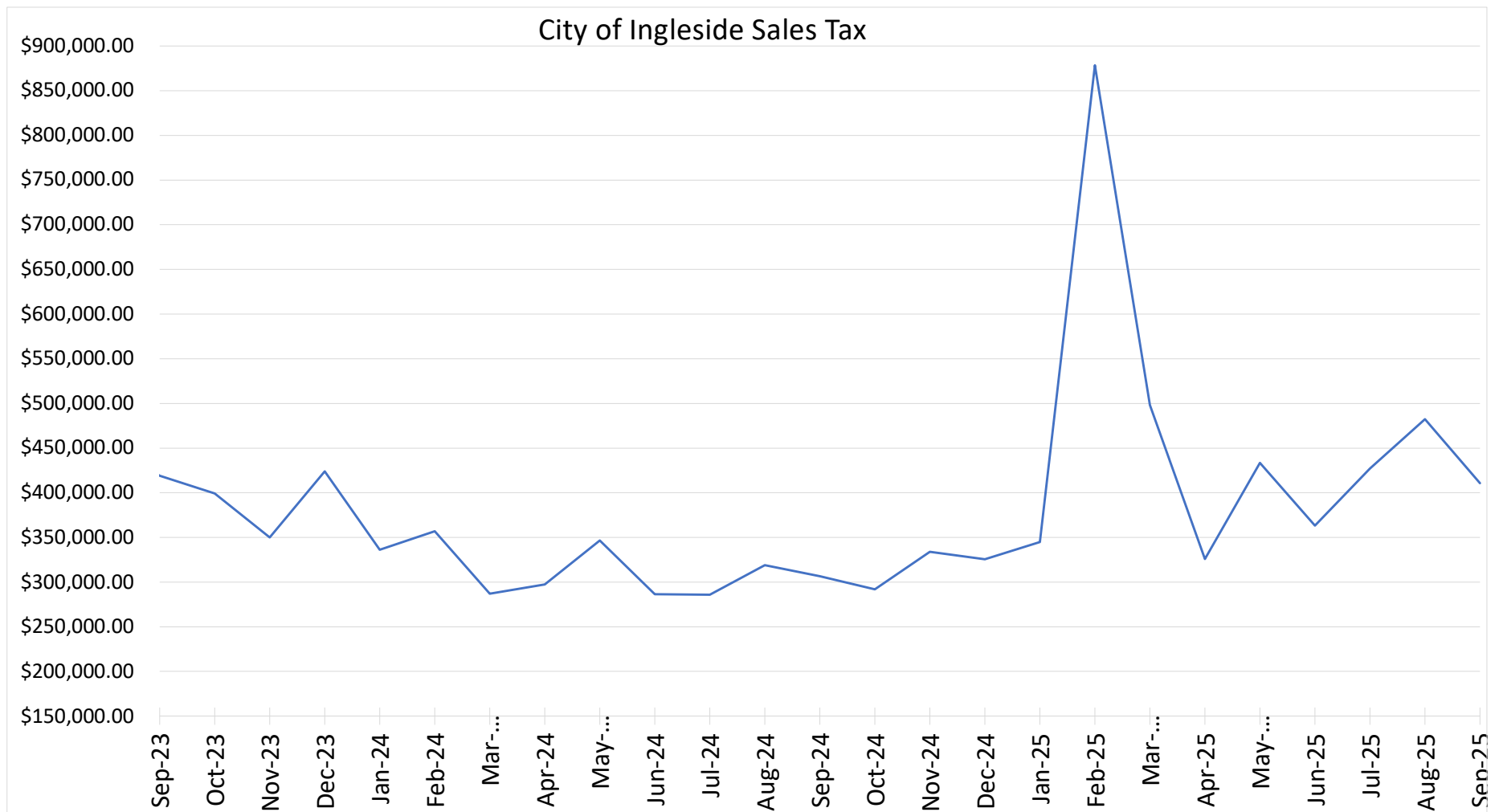


Book Value Basis Security Distribution

Security Type	Prior Balance 31-Aug-25	Prior Allocation 31-Aug-25	Change in Allocation	Current Balance 30-Sep-25	Current Allocation 30-Sep-25	Yield to Maturity
AGCY	1,005,651.87	1.11%	0.00%	1,005,036.75	1.11%	3.965%
AGCY CALL	3,654,693.66	4.02%	0.02%	3,664,950.40	4.03%	4.102%
AGCY STEP	1,723,310.11	1.89%	0.01%	1,727,808.41	1.90%	4.220%
BANK DEP	2,005,059.20	2.20%	0.08%	2,073,294.90	2.28%	0.031%
LGIP	79,042,828.06	86.85%	0.57%	79,467,943.04	87.43%	4.358%
MMFUND	3,574,402.23	3.93%	(0.68%)	2,955,361.93	3.25%	3.505%
Portfolio Total	91,005,945.13	100.00%		90,894,395.43	100.00%	4.215%

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	2,853,908.49	2,853,908.49	8,974.57	2,862,883.06	2,862,883.06	8,974.57	1	3.490%	3.490%
CO Series 2024	10,234,684.10	10,234,684.10	36,662.93	10,271,347.03	10,271,347.03	36,662.93	1	4.358%	4.358%
CO Series 2025	18,213,998.24	18,213,998.24	65,246.61	18,279,244.85	18,279,244.85	65,246.61	1	4.358%	4.358%
Debt Service	802,663.73	802,663.73	23,830.70	826,494.43	826,494.43	2,945.11	1	4.358%	4.358%
General	2,353,184.04	2,353,184.04	8,429.66	2,361,613.70	2,361,613.70	8,429.66	1	4.358%	4.358%
General Capital Projects	10,689,517.67	10,689,517.67	38,291.22	10,727,808.89	10,727,808.89	38,291.22	1	4.358%	4.358%
General Fund Grants	301,375.37	301,375.37	27,441.78	328,817.15	328,817.15	9.13	1	0.034%	0.034%
Hotel-Motel	1,350,197.13	1,350,197.13	4,836.69	1,355,033.82	1,355,033.82	4,836.69	1	4.358%	4.358%
Impact Fees	1,761,360.97	1,761,360.97	7,093.15	1,768,454.12	1,768,454.12	6,312.32	1	4.358%	4.358%
Ingleside Development	3,761,476.35	3,761,635.12	72,865.57	3,834,137.94	3,834,500.69	13,272.84	61	4.244%	4.244%
Ingleside Street Maintenance	2,956,582.92	2,956,985.92	70,889.69	3,027,400.61	3,027,875.61	10,612.48	47	4.295%	4.295%
Pooled Cash	30,463,998.55	30,464,272.77	(490,523.73)	29,969,896.87	29,973,749.04	101,319.25	27	4.098%	4.098%
Utility	5,097,680.80	5,097,680.80	18,261.03	5,115,941.83	5,115,941.83	18,261.03	1	4.358%	4.358%
Utility Capital Improvement	165,316.77	165,316.77	4.36	165,321.13	165,321.13	4.36	1	0.030%	0.030%
Total	91,005,945.13	91,006,781.12	(107,695.77)	90,894,395.43	90,899,085.34	315,178.20	14	4.215%	4.215%



CITY COUNCIL AGENDA
Regular Meeting: October 27, 2025

AGENDA ITEM: 6.d

City of Ingleside expenditures paid over \$3,000.00 for the period of September 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 09/01/2025-09/30/2025
Total A/P Checks and Invoices totaling over \$3,000 — Amount: \$1,499,518.87

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

1. OVER 3K REPORT 09012025-09302025



Check Report

By Check Number

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PCOP-POOLED CASH - OPERATING						
04760	AMAZON CAPITAL SERVICES, INC.	09/04/2025	Regular	0.00	9,228.20	82245
06060	CRAFTMAN GLASS & DOOR, LLC.	09/04/2025	Regular	0.00	8,375.00	82263
03058	ERGON ASPHALT AND EMULSIONS, INC	09/04/2025	Regular	0.00	7,186.25	82265
00182	GATEWAY PRINTING & OFFICE SUPPLY, INC.	09/04/2025	Regular	0.00	6,868.69	82267
00344	INGLESIDE CHAMBER OF COMMERCE	09/04/2025	Regular	0.00	7,750.00	82270
03188	J.J. FOX CONSTRUCTION, INC.	09/04/2025	Regular	0.00	65,800.00	82271
05873	JORDAN STAFFING, LLC	09/04/2025	Regular	0.00	6,714.39	82273
00304	SAN PATRICIO CO APPRAISAL DISTRICT	09/04/2025	Regular	0.00	42,292.74	82287
00878	SHI-GOVERNMENT SOLUTIONS, INC.	09/04/2025	Regular	0.00	4,648.07	82290
03334	SIDDONS-MARTIN EMERGENCY GROUP	09/04/2025	Regular	0.00	8,600.25	82291
03720	THE ALLIANCE FOR COMMUNITY SOLUTIONS	09/04/2025	Regular	0.00	7,578.92	82294
05940	WAYPOINT BUSINESS SOLUTIONS, LLC	09/04/2025	Regular	0.00	21,700.00	82299
03936	XYLEM WATER SOLUTIONS U.S.A., INC	09/04/2025	Regular	0.00	4,934.04	82301
05321	BELL'S UNLIMITED SERVICES, INC.	09/11/2025	Regular	0.00	63,660.46	82303
00401	CASCO INDUSTRIES INC.	09/11/2025	Regular	0.00	5,537.00	82307
04932	CHAVEZ, JIM	09/11/2025	Regular	0.00	3,102.20	82309
03532	GEXA ENERGY, LP	09/11/2025	Regular	0.00	47,465.03	82316
05910	GREAT LAKES PETROLEUM CO	09/11/2025	Regular	0.00	4,518.68	82319
00389	GT DISTRIBUTORS, INC.	09/11/2025	Regular	0.00	5,904.00	82320
06032	MCGRATH CONSULTING GROUP, INC.	09/11/2025	Regular	0.00	22,620.00	82327
00370	PVS DX INC.	09/11/2025	Regular	0.00	3,052.90	82331
05214	RAPIDSCALE INC.	09/11/2025	Regular	0.00	3,491.54	82332
00054	SAN PATRICIO MUNICIPAL WATER DISTRICT	09/11/2025	Regular	0.00	101,543.60	82334
05933	TEXAS INFLATABLE RENTALS LLC	09/11/2025	Regular	0.00	3,453.09	82339
00008	TYLER TECHNOLOGIES, INC.	09/11/2025	Regular	0.00	14,520.00	82342
06059	6S ENGINEERING, INC.	09/18/2025	Regular	0.00	20,529.75	82350
04760	AMAZON CAPITAL SERVICES, INC.	09/18/2025	Regular	0.00	3,583.96	82352
05963	FONROCHE LIGHTING AMERICA INC.	09/18/2025	Regular	0.00	103,517.50	82359
05910	GREAT LAKES PETROLEUM CO	09/18/2025	Regular	0.00	3,282.50	82364
04098	MED-TECH RESOURCE, LLC	09/18/2025	Regular	0.00	9,666.24	82370
06062	PHOTO COMMUNICATIONS CORP.	09/18/2025	Regular	0.00	3,980.00	82373
00034	REPUBLIC SERVICES, INC.	09/18/2025	Regular	0.00	116,853.61	82375
01092	TEXAS INDUSTRIES, INC.	09/18/2025	Regular	0.00	15,029.58	82382
02063	THE LIBRARY STORE, INC.	09/18/2025	Regular	0.00	6,967.85	82383
00432	VULCAN MATERIALS COMPANY	09/18/2025	Regular	0.00	6,772.38	82387
05512	WILDFIRE TRUCK & EQUIPMENT SALES	09/18/2025	Regular	0.00	30,020.00	82389
03936	XYLEM WATER SOLUTIONS U.S.A., INC	09/18/2025	Regular	0.00	9,951.05	82390
01614	KIEWIT OFFSHORE SERVICES, LTD.	09/18/2025	Regular	0.00	36,168.52	82391
05188	AT&T MOBILITY LLC	09/25/2025	Regular	0.00	5,323.84	82393
04387	DAVIDSON TROILO REAM & GARZA	09/25/2025	Regular	0.00	16,528.76	82400
05815	DELL INC.	09/25/2025	Regular	0.00	4,515.36	82401
05841	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	09/25/2025	Regular	0.00	179,999.00	82402
06063	EWING IRRIGATION PRODUCTS, INC.	09/25/2025	Regular	0.00	12,325.56	82403
03532	GEXA ENERGY, LP	09/25/2025	Regular	0.00	34,653.72	82405
05837	NETWORK CABLING SERVICES INC	09/25/2025	Regular	0.00	4,992.64	82414
00169	TRI COUNTY EMERGENCY MEDICAL SERVICES, II	09/25/2025	Regular	0.00	20,292.60	82424
05379	WEX BANK	09/25/2025	Regular	0.00	6,323.88	82426
00011	TEXAS MUNICIPAL RETIREMENT SYSTEM	09/15/2025	Bank Draft	0.00	42,134.09	DFT0000023
00011	TEXAS MUNICIPAL RETIREMENT SYSTEM	09/15/2025	Bank Draft	0.00	41,944.40	DFT0000033
00159	TML INTERGOVERNMENT	09/01/2025	Bank Draft	0.00	133,672.04	DFT0000039
00010	IRS	09/05/2025	Bank Draft	0.00	6,989.86	DFT0000135
00010	IRS	09/05/2025	Bank Draft	0.00	18,392.25	DFT0000136
00010	IRS	09/05/2025	Bank Draft	0.00	29,887.66	DFT0000137
05481	SYSTEMSEVEN SERVICES, LLC	09/04/2025	Bank Draft	0.00	4,429.95	DFT0000138

Check Report

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00010	IRS	09/19/2025	Bank Draft	0.00	7,007.36	DFT0000147
00010	IRS	09/19/2025	Bank Draft	0.00	18,829.76	DFT0000148
00010	IRS	09/19/2025	Bank Draft	0.00	29,962.22	DFT0000149
00325	CARD SERVICE CENTER	09/18/2025	Bank Draft	0.00	34,445.93	DFT0000162

Bank Code PCOP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	47	0.00	1,131,823.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	367,695.52
EFT's	0	0	0.00	0.00
	122	58	0.00	1,499,518.87

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	47	0.00	1,131,823.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	367,695.52
EFT's	0	0	0.00	0.00
	122	58	0.00	1,499,518.87

Fund Summary

Fund	Name	Period	Amount
90	POOLED CASH	9/2025	1,499,518.87
			1,499,518.87

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 6.e

Report on the Texas Coast Youth Soccer League donation request.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Texas Coast Youth Soccer League is a cornerstone of the Ingleside community, dedicated to fostering the growth and development of young athletes. The Texas Coast Youth Soccer League is a non-profit organization run entirely by volunteers, committed to providing an enriching soccer program for the youth of Ingleside. With the donational support of The City of Ingleside, they are able to offer a program that not only teaches soccer skills but also instills values such as teamwork, discipline, and sportsmanship. The league offers a safe and supportive environment to grow both as athletes and individuals. Running a successful youth sports program involves various costs, and they rely heavily on donations to cover these expenses. This funding will help in several critical areas, but not limited to:

1. Equipment nets and anchors for the goals.
2. Purchase of paint for the lining of the fields.
3. Assistance for families who can't afford to pay registration fees.

With this donation, the City is contributing to the Texas Coast Youth Soccer League. You are investing in the future of the community. This donation will have a lasting impact on the lives of the young athletes in Ingleside. It allows the league to continue to provide a high-quality soccer program that nurtures the physical, mental, and emotional well-being of our youth. With this donation, you can ensure that the Texas Coast Youth Soccer League remains a vibrant and positive force in the lives of the young athletes of Ingleside.

FISCAL ANALYSIS:

The annual donation to the league is \$2,500.00, and has been included in the Parks and Recreation Department 2025-2026 budget.

RECOMMENDATION:

For informational purposes only.

ATTACHMENTS:

1. TEXAS COAST SOCCER LEAGUE 2025



October 16, 2025

City of Ingleside
Community Events
2821 Main Street
P.O. Box Drawer 400
Ingleside, TX 78362

Reference: Fund Request Texas Coast Youth Soccer League

Texas Coast Youth Soccer League is requesting consideration for city funding. These requested monies will be used in a variety of ways, including but not limited to nets and anchors for the goals, the purchase of paint for the lining of the fields, and assistance for families who can't afford to pay registration fees.

Should you have any questions, please feel free to contact me at 361-790-4017. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Crain", with a long, sweeping horizontal line extending to the right.

Gerald Crain
President
Texas Coast Youth Soccer League

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 6.f

Report on Mustang Youth Basketball Association donation request.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Mustangs Youth Basketball Association (MYBA) is a cornerstone of the Ingleside community, dedicated to fostering the growth and development of young athletes. The MYBA is a non-profit organization run entirely by volunteers, committed to providing an enriching basketball program for the youth of Ingleside. With the donational support of The City of Ingleside, they are able to offer a program that not only teaches basketball skills but also instills values such as teamwork, discipline, and sportsmanship. The league serves approximately 250 participants from grades 1 through 6, offering them a safe and supportive environment to grow both as athletes and individuals. Running a successful youth sports program involves various costs, and they rely heavily on donations to cover these expenses. This contribution will help in several critical areas:

1. Insurance Costs: Donations help offset the cost of insurance, providing peace of mind for everyone involved.
2. Training for Coaches: Volunteer coaches are the backbone of the program. To equip them with the necessary skills and knowledge, the league is able to provide comprehensive training that covers important topics such as mental health challenges, protecting against abuse, concussion protocols, and bullying prevention. The City's support will help fund these essential training sessions.
3. Background Checks: The safety of our young people is our top priority. They conduct thorough criminal background checks for all volunteers working with the children. This donation will help cover the costs of these checks, ensuring a secure environment for our participants.

With this donation support that the City is contributing to MYBA, you are investing in the future of the community. This donation will have a lasting impact on the lives of the young athletes in Ingleside. It allows the league to continue to provide a high-quality basketball program that nurtures the physical, mental, and emotional well-being of our youth. With this donation, you can ensure that the Mustangs Youth Basketball Association remains a vibrant and positive force in the lives of the young athletes of Ingleside.

FISCAL ANALYSIS:

The annual donation to the association is \$2,500.00, and will be funded by the Parks and Recreation Department 2025-2026 budget.

RECOMMENDATION:

For informational purposes only.

ATTACHMENTS:

1. 2025 10-14 Mustang Youth Basketball Association (MYBA) Annual Donation Request



Mustang Youth Basketball Association
P.O. BOX 17
Ingleside, TX 78362
EIN# 85-0988642

October 8, 2025

City of Ingleside
Jana Stork
2671 San Angelo
Ingleside, TX 78362

Tier Levels

Pewter - \$0.00 – \$249.99
Bronze - \$250.00 - \$499.99
Silver - \$500.00 - \$749.99
Gold - \$750.00 - \$999.99
Diamond - \$1000.00 +

Dear Jana Stork,

On behalf of the Mustang Youth Basketball Association (MYBA), we would like to extend our sincere gratitude for your generous donation/sponsorship of \$ 2,500.

MYBA is a registered 501(c)(3) tax-exempt organization as recognized by the Internal Revenue Service. No goods or services were received in exchange for this contribution, in whole or in part. Therefore, the full amount of your donation is deductible for income tax purposes.

Your support plays a vital role in helping us offer a positive and developmental basketball experience to children in our community. Thanks to contributions like yours, we can provide opportunities for kids in **Kinder through 6th grade** to learn and grow—not only as athletes, but as individuals. Our program focuses on teaching the fundamentals of basketball while also emphasizing life skills such as teamwork, respect, and commitment.

Your investment directly impacts on the future of our youth, helping to prepare them for challenges both on and off the court, as they move toward the Jr. High and High School levels of play.
Thank you once again for your generosity and for believing in the mission of the Mustang Youth Basketball Association.

Respectfully,

Steven Younk
MYBA President

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 7

Proclamation to recognize the week of November 3-7, 2025 as Municipal Court Week.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Municipal Court Week was prescribed by the 86th Texas Legislature in House Resolution 1658, dedicated to appreciating the contributions that Texas municipal courts make to the safety and well-being of our communities.



FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For Informational purposes only.

ATTACHMENTS:

1. Municipal Court Week 2025 v3

PROCLAMATION
IN RECOGNITION OF MUNICIPAL COURTS WEEK

A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE
OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas.

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined, and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court.

WHEREAS, state law authorizes a Municipality to either appoint or elect a Municipal Judge for a term of office, the Ingleside Municipal Court is a state court, and its judges are members of the state judiciary.

WHEREAS, the procedures for the Ingleside Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas.

WHEREAS, the City of Ingleside is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

WHEREAS, Ingleside Municipal Judges are not policy makers for the City of Ingleside but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees.

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Ingleside Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I Pedro Oscar Adame, Mayor of the City of Ingleside, Texas, proclaim
November 3-7, 2025 as

“MUNICIPAL COURTS WEEK”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the
City to be affixed on this 27th day of October, 2025.

CITY OF INGLESIDE, TEXAS

ATTEST:

Pedro Oscar Adame, Mayor

Jana Stork, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: October 27, 2025

AGENDA ITEM: 8

Deliberate and take appropriate action on the Regular Meeting Minutes of October 14, 2025.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of October 14, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2025, 10-14 Regular Council Meeting Minutes_DRAFT v2

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
OCTOBER 14, 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 October 14, 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, 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.

Abel Moncha, 2315 Redwood Ln, addressed the Council.

Shawn Haggard, 2413 Country Oaks Circle, addressed the Council.

6. Staff Comments and Reports.

a. Council Comments and Reports.

Discussion was held between Council Members and City Manager Lewis about the San Patricio County Industrial Master Plan, the Ingleside High School Cross Country District Meet taking place at Live Oak, and the kayaks and boats at Cove Park.

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

No discussion was held on this item.

c. Report on the previously authorized Humble Station Community Center Mural.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the Council approving a specific amount for the mural, coming to Council again for the mural option with correct quote amount, and the option of multiple locations.

d. Report on the 2025 Tree City USA application renewal progress.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the 2025 Tree City USA application being done annually, already being accepted, and the tree give away being in conjunction with the Texas A&M Forest Service at no cost to the City.

Presentations

7. Proclamation to recognize November 7, 2025 as Arbor Day 2025 in the City of Ingleside.

Mayor Adame presented the City of Ingleside with a Proclamation to proclaim November 7, 2025 as Arbor Day 2025 in the City of Ingleside.

Consent Agenda

8. Deliberate and take appropriate action on the second and final reading of an Ordinance regarding the City of Ingleside, Texas, Municipal Retirement System (TMRS) benefits authorizing: (1) an increase to the employee contribution rate; (2) non-retroactive repeating COLAs for retirees and their beneficiaries pursuant to TMRS Act 853.404 (f) and (f-1), and (3) annually accruing updated service credits and transfer updated service credits.

Proposed Ordinance 2025-34.

9. Deliberate and take appropriate action on the second and final reading of an Ordinance of the City of Ingleside, Texas, amending Chapter 18, Buildings and Building Regulations, Section 18-8, "Reduced Permit Fees," of the Code of Ordinances to clarify and modify permit fees reductions for public school districts for certain HVAC and electrical work; providing for severability, repealer, and an effective date.

Proposed Ordinance 2025-35.

10. Deliberate and take appropriate action on the Special Meeting Minutes of September 16, 2025, and the Regular Meeting Minutes of September 23, 2025.

Motion: Mayor Pro-Tem Long made a motion to approve the Consent Agenda as presented. Council Member Timmerman seconded the motion. Motion carried 6:0:1.

For Motion:

Mayor Pro-Tem Long, Council Member Timmerman, Council Member John Salinas, Council Member Pruitt, Council Member Steward, and Council Member Julio Salinas

Against Motion: None

Abstained: Mayor Adame

Public Hearing

There was no Public Hearing presented for this meeting.

Regular Agenda

11. Deliberate and take appropriate action on a possible alternative to enhance the beautification efforts of the City in the collection of brush and bulky waste to provide the citizens with a Citizens Convenience Station for the City of Ingleside.

Cindy Wilson, 2635 San Angelo Ave, made a citizen comment.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the Recycling Center being a designated area for citizens to dump brush and bulky items, advertising if passed, and Staff being directed to discuss with Republic Services to amend current contract.

No Action Taken.

12. Deliberate and take appropriate action on the termination of an agreement between the City of Ingleside and the Ingleside Development Corporation.

Cindy Wilson, 2635 San Angelo Ave, made a citizen comment.

Discussion was held between Council Members and City Manager Lewis about no longer having the Economic Development Department, the requirement of giving a 30-day notice to the board and bringing back the agreement at the second meeting in January 2026.

Motion: Mayor Adame made a motion on the termination of an agreement between the City of Ingleside and the Ingleside Development Corporations. Council Member John Salinas seconded the motion.

Amended Motion: Mayor Adame amended his motion to terminate the agreement between the City of Ingleside and the Ingleside Development Corporation with the understanding that the City of Ingleside will continue services until the second meeting in January, to allow negotiations of the new contract. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

13. Deliberate and take appropriate action on directing Staff to begin negotiations on an Administrative Services Agreement between the City of Ingleside and the Ingleside Development Corporation.

Cindy Wilson, 2635 San Angelo Ave, made a citizen comment.

Discussion was held between Council Members and City Manager Lewis about the agenda item being placed on the upcoming Ingleside Development Corporation meeting agenda,

the board President to be involved with the negotiations, and Council Member Pruitt to be included in the negotiations as a Council Member not a Board Member.

Motion: Mayor Adame made a motion on directing Staff to begin negotiations on an Administrative Services Agreement between the City of Ingleside and the Ingleside Development Corporation. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Mayor Adame requested that Item 14 and Item 15 be postponed to the next Regular City Council meeting on October 27, 2025. There were no objections by Council, and Mayor Adame stated that the items were tabled.

14. Deliberate and take appropriate action on the approval of the Ingleside Development Corporation (IDC) to expense IDC Funds for the building of two Fitness Court Studios to be located at N.O. Simmons and Live Oak Parks.

Item 14 was postponed to the next Regular City Council meeting.

15. Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2025-2026 budget for the City of Ingleside, Texas, for the Ingleside Development Corporation Fund, and General Fund Capital Improvement Fund for the appropriation of funds for the cost of one Fitness Court Studio at NO Simmons Park and one Fitness Court Studio at Live Oak Park.

Item 15 was postponed to the next Regular City Council meeting.

16. Deliberate and take appropriate action on awarding a proposal to H2O Partners for Administrative and Plan Development Services for the Community Development Block Grant – Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) grant program administered by the Texas General Land Office (GLO).

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about going out for RFPs, the amount of responses received, the company having specialized areas, the company coming before Council to present grant opportunities, and not being charged unless the grant is approved by Council.

Motion: Council Member Timmerman made a motion to award a proposal to H2O Partners for Administrative and Plan Development Services for the Community Development Block Grant – Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) grant program administered by the Texas General Land Office (GLO). Council Member Steward seconded the motion. Motion carried with all present voting in favor.

17. Deliberate and take appropriate action on awarding a proposal to Poznecki-Camarillo, LLC for Administrative and Planning Services for the General Land Office (GLO) CDBG-MIT Resilient Communities Program (and all eligible activities per the application guidance) as administered by the GLO.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about expertise on environmental grants, and the company requesting information from staff but the majority of the time will be done by the company.

Motion: Council Member Julio Salinas made a motion to award a proposal to Poznecki-Camarillo, LLC for Administrative and Planning Services for the General Land Office (GLO) CDBG-MIT Resilient Communities Program (and all eligible activities per the application guidance) as administered by the GLO. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

18. Deliberate and take appropriate action on awarding a proposal to Traylor & Associates for Administrative Services as a Disaster Recovery Management Service Provider to complete application and project implementation for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about the services to assist the City for recovery and mitigation grant(s), and fees being based on the amount of grant funds that the company can secure and the projects completed.

Motion: Council Member John Salinas made a motion to award a proposal to Traylor & Associates for Administrative Services as a Disaster Recovery Management Service Provider to complete application and project implementation for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

19. Deliberate and take appropriate action for the City Council to authorize the City Manager to negotiate and execute a contract with Freese & Nichols for Engineering Services for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about the engineering requirement for specific FEMA related grant(s), Council Members requesting negotiations be seen before contract execution, and fees.

Motion: Mayor Adame made a motion for the City Council to authorize the City Manager to enter into negotiations with Freese & Nichols for Engineering Services for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board, and bring back to Council. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

20. Deliberate and take appropriate action on the amending of the City of Ingleside Garden Center Rental Agreement fees.

Discussion was held between Council Members, City Manager Lewis, City Attorney McCann, and Director of Infrastructure Services Paredes about State law, the Garden Club under no charge previously, continue to not charge the Garden Club due to what they do within the community, and act under previous Council action in regards to Garden Center Rental fees.

Item 20 was tabled to the next Regular City Council meeting with a Resolution.

21. Deliberate and take appropriate action on a Resolution of the City council of the City of Ingleside, San Patricio County, Texas, to nominate a candidate for appointment to the San Patricio County Appraisal District Board of Directors.

Proposed Resolution 2025-33.

Discussion was held between Council Members and City Manager Lewis about the County having openings every year with the San Patricio County Appraisal District, and the nomination of Steve Diehl as a candidate.

Motion: Mayor Adame made a motion to approve Resolution 2025-33, a Resolution of the City council of the City of Ingleside, San Patricio County, Texas, to nominate Steve Diehl as a candidate for appointment to the San Patricio County Appraisal District Board of Directors. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Executive Session

22. 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 551.087 (Economic Development Negotiations) – Update on Project Exodus.

At 7:43 p.m. Mayor Adame convened the Ingleside City Council into a closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.087 (Economic Development Negotiations) – Update on Project Exodus.

Council Member John Salinas left the meeting, via Zoom, at 8:11 p.m.

23. 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 551.087 (Economic Development Negotiations) – Update on Project Exodus.

At 8:11 p.m. Mayor Adame reconvened the Ingleside City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action

necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No Action Taken.

Closing Agenda

24. Items to consider for placement on future agendas.

Mayor Adame requested that all tabled items from tonight's meeting be brought back on the October 27, 2025, Regular City Council meeting.

25. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 8:13 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 9

Public Hearing regarding an application filed by Port of Texas, LP requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of crude oil storage tanks on property generally located South of Highway 361 and West of Coach Emory Bellard Dr and Avenue B, further described in the legal description below:

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant, Port of Texas, LP, is requesting a Special Use Permit for approximately 288.13 – Acre Tract of land inside the corporate city limits of Ingleside, Texas. The property is currently zoned as I-Industrial District.

The proposed use is for bulk storage, blending, and movement of crude oil and other unrefined hydrocarbons products. The Special Use Permit shall be limited to such use.

Notice of this public hearing was published in the Ingleside Index on September 25, 2025. Staff mailed out a Public Hearing Notice to 66 property owners, within a 400-foot radius, on October 2, 2025. Staff received no comments in favor or against the request at the time this report was prepared.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public hearing.

ATTACHMENTS:

1. Port of Texas Public Hearing Notifications



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, October 13, 2025, at 6:00 pm** and the City Council of the City of Ingleside on **Monday, October 27, 2025, at 6:30 pm**. Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas, with overflow accommodations at the City of Ingleside Garden Center, located at 2740 Mustang Drive, Ingleside, Texas.

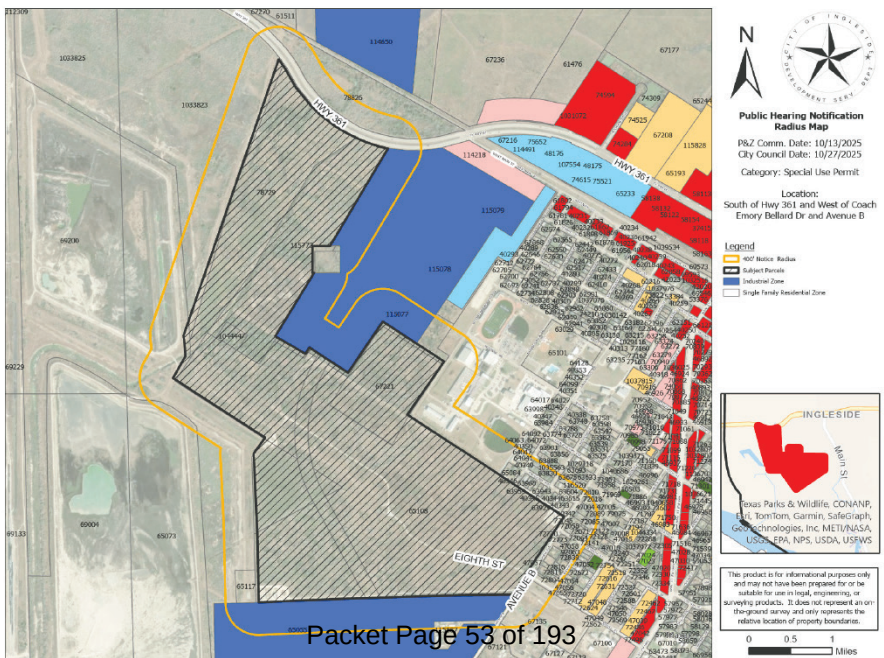
The Public Hearing is assembled to solicit comments from citizens and other interested parties concerning:

- An application filed by The Port of Texas, LP requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of crude oil storage tanks on property generally located South of Highway 361 and West of Coach Emory Bellard Dr. and Avenue B, further described in the legal description below:
 - o A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

The property is geographically shown on the attached map.

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

Published one time in the *Ingleside Index* on **September 25, 2025**



Port of Texas LP Public Hearing Notice
Property Owner 400' Radius Notification
October 13, 2025 - Planning & Zoning Commission
October 27, 2025 - City Council

Applicant/Representative(s):

PORT OF TEXAS LP
PO BOX 868
CORPUS CHRISTI, TX 78403

BERRY KENNETH TRUSTEE
PO BOX 868
CORPUS CHRISTI, TX 78403

C/O ROB KILLEN
KILLEN, GRIFFIN & FARRIMOND
10101 REUNION PLACE, SUITE 250
SAN ANTONIO, TX 78216

Property Owners:

EXXON CORP
PO BOX 64106
SPRING, TX 77387

KRASTAVAC FARM LLC
PO BOX 271544
CORPUS CHRISTI, TX 78427

WMH CORPUS LAND ACQUISITION
LLC
2950 N HARWOOD STE 2200
DALLAS, TX 75201

WALKINS ROGER R
2715 OKLAHOMA
INGLESIDE, TX 78362

SHALER SCOTT JR & APRIL
2675 OKLAHOMA AVENUE
INGLESIDE, TX 78362

GORDON LINDA
2669 OKLAHOMA
INGLESIDE, TX 78362

GOOCH COREY W & LORRAINE
2665 OKLAHOMA AVE
INGLESIDE, TX 78362

PALACIOS OSCAR
2659 OKLAHOMA AVE
INGLESIDE, TX 78362

FENTON FAMILY TRUST
PO BOX 1361
ARANSAS PASS, TX 78335

BERNAL STEVEN
5349 MALDEN DR
CORPUS CHRISTI, TX 7813

JACKSON LAURA L
2063 LA QUINTA DR
INGLESIDE, TX 78362

BERRYMAN JOHN ETUX
929 RIDGE RD
TROY, MO 63379

VASQUEZ BRIGIDO & GABRIELA R
2496 AVE B
INGLESIDE, TX 78362

DOTSON ARTIE ELIZABETH C/O
RYAN J MCNEW
2490 S AVE B
INGLESIDE, TX 78362

WAGNER JOSEPH ARTHUR &
SHERRIE F
2510 AVENUE B
INGLESIDE, TX 78362

ALVARADO VINCE JR & PAULA ANN
2448 AVENUE B
INGLESIDE, TX 78362

COLEMAN WILLIAM SHANE
2676 AVE B
INGLESIDE, TX 78362

VANDEWERKER JAMES & PEGGY
2432 AVE B
INGLESIDE, TX 78362

GALVAN MANUALA C
8807 SHAMA CIR
LAREDO, TX 78045

FERNANDEZ JULIO & SAN JUANITA
3302 SHALLOW CREEK
CORPUS CHRISTI, TX 78410

KOCH GATHERING SYSTEMS INC
ATTN: PROPERTY TAX DPT
PO BOX 2900
WICHITA, KS 67201

INGLESIDE ISD
2664 SAN ANGELO
INGLESIDE, TX 78362

AMERICAN TOWER CORPORATION
PO BOX 723597
ATLANTA, GA 31139

WIRZ ASHLEY & LESLIE R WIRZ
2525 SAN ANGELO
INGLESIDE TX 78362

JORDAN THOMAS A (DEC'D)
2521 SAN ANGELO
INGLESIDE, TX 78362

BOSTICK GARRICK E & PATRICIA
2517 SAN ANGELO AVE
INGLESIDE, TX 78362

FENTON MICHAEL ANDREW
2312 TIMBERLEAF CIRCLE
INGLESIDE, TX 78362

Port of Texas LP Public Hearing Notice
Property Owner 400' Radius Notification
October 13, 2025 - Planning & Zoning Commission
October 27, 2025 - City Council

CAMPOS DANIELA AURORA &
JONATHAN SOLLE & CHRISTA
2440 AVE B
INGLESIDE, TX 78362

MARTLATT LINSEY SHEA
2516 S AVE B
INGLESIDE, TX 78362

HALES DANNY E & KAYE FISCHER
HALES
103 GEORGIA PLACE
PORTLAND, TX 78374

CADY FRANK A & PATRICIA A
NEWTON
2522 SAN ANGELO
INGLESIDE, TX 78362

HAHN JAMES J
2515 ARKANSAS ST
INGLESIDE, TX 78362

MM&B PROPERTIES LLC
PO BOX 188
INGLESIDE, TX 78362

OCHOA JESUS JR & NORMA
2524 ARKANSAS ST
INGLESIDE, TX 78362

KNIGHT WILLIAM L
2583 ARKANSAS ST
INGLESIDE, TX 78362

RYAN MOLLY & JOHN
2514 ARKANSAS STREET
INGLESIDE, TX 78362

LOVEALL DAVID & LISA
2525 AVENUE B
INGLESIDE, TX 78362

MATTHEWS BEVERLY A (LIFE EST)
C/O SHERRI TRINGALI ET AL
2521 AVENUE B
INGLESIDE, TX 78362

HAHN THOMAS J & WIFE ANDREA D
HAHN
2525 ARKANSAS ST
INGLESIDE, TX 78362

MCKNIGHT JAMES & PERRI D
2515 AVENUE C
INGLESIDE, TX 78362

RANGEL ROSALVA & DIANE
RANGEL
3809 N 8TH CT APT 6
MCALLEN, TX 78501

BROWN DANELLE M
1519 MORGAN LN
INGLESIDE, TX 78362

DUNLEVY KENNETH ALAN &
BONNIE GAYE
2481 AVENUE C
INGLESIDE, TX 78362

SHEFFIELD FLOYD L & PATRICIA
PO BOX 628
INGLESIDE, TX 78362

CROSSLAND TRACY R
2447 AVE C
INGLESIDE, TX 78362

DENISON JOSEPH MATTHEW
2443 AVE C
INGLESIDE, TX 78362

LOPEZ SANTOS DAVID & ASHLEY
NICOLE
2439 AVENUE C
INGLESIDE, TX 78362

HILL GARY A & TINA
2466 AVE D
INGLESIDE, TX 78362

BOONE WILLIAM D III
2309 MEMORIAL PARKWAY
PORTLAND, TX 78374

GRIFFIN FRANK
2421 AVENUE C
INGLESIDE, TX 78362

TAUBER KATHERYN A
2415 AVENUE C
INGLESIDE, TX 78362

OFARRELL CHERYL R
2411 AVENUE C
INGLESIDE, TX 78362

SIMMONS MARY LOU
2486 AVENUE C
INGLESIDE, TX 78362

GONZALEZ OMAR J & CHRISTINA M
RUIZ
2113 ESCONDIDO
PORTLAND, TX 78362

LOPEZ LUIS A & RAMON-LOPEZ
SARA A
2474 AVENUE C
INGLESIDE, TX 78362

YOUNG CURTIS JR
PO BOX 271711
CORPUS CHRISTI, TX 78427

SANCHEZ ANTHONY JACOB
2444 AVE C
INGLESIDE, TX 78362

Port of Texas LP Public Hearing Notice
Property Owner 400' Radius Notification
October 13, 2025 - Planning & Zoning Commission
October 27, 2025 - City Council

KISNER CARLTON R
2440 AVE C
INGLESIDE, TX 78362

PIPSAIR MARY TERESA
2436 AVENUE C
INGLESIDE, TX 78362

FLORES EVANGELINA A (DEC'D)
2430 AVE C
INGLESIDE, TX 78362

PRIVATE INVESTORS FAMILY
LIMITED PARTNERSHIP
PO BOX 672
PORTLAND, TX 78362

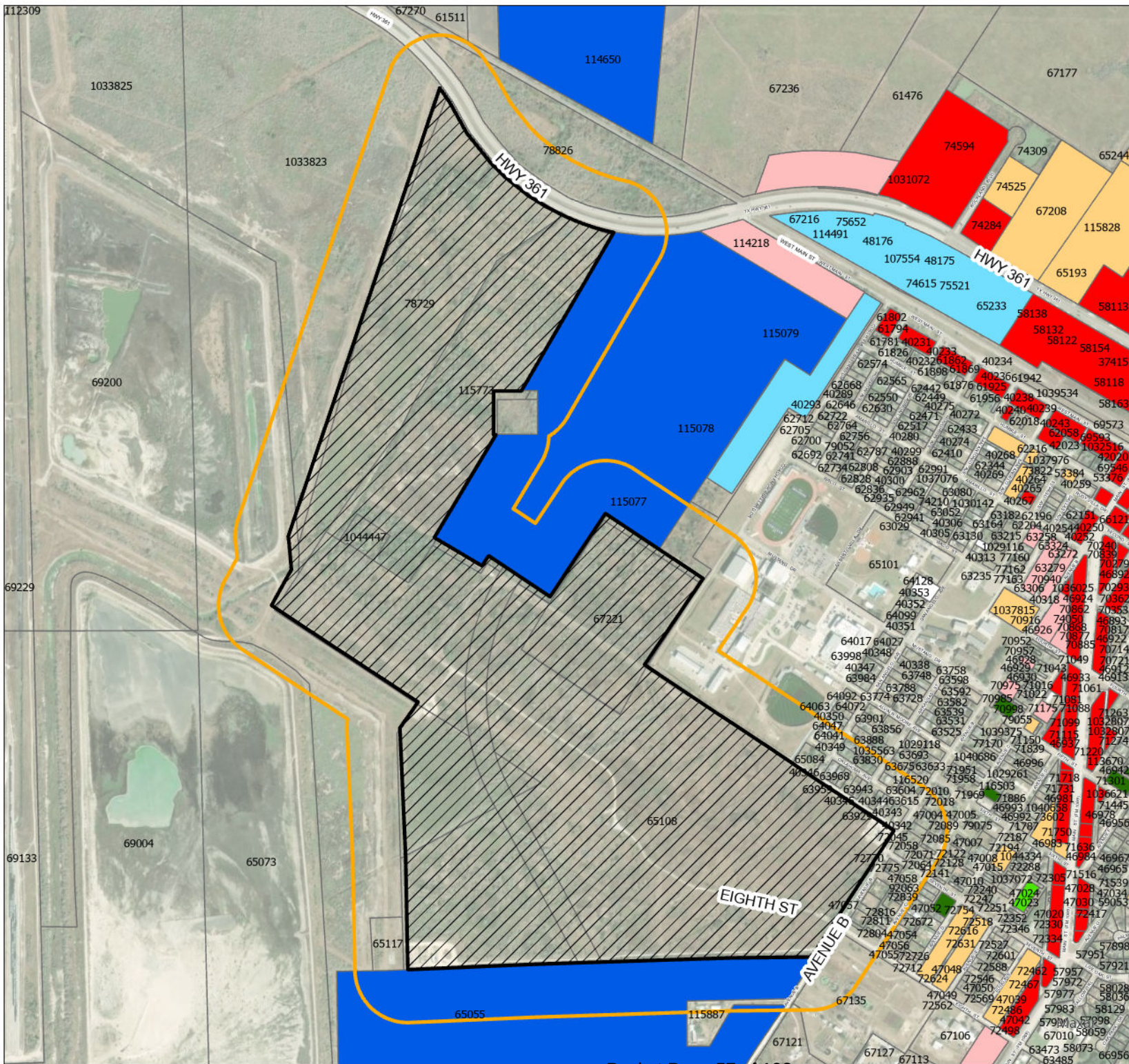
JASSO CIRILO A & RITA C
2744 AVE G
INGLESIDE, TX 78362

AVENUE C INGLESIDE TRUST
CHARLES FREDRICK GLAZENER
TRUSTEE
4245 BOXWOOD DR
DENTON, TX 76208

GALLAGHER RAYMOND E
141 SEA BREEZE
ARANSAS PASS, TX 78336

OCCIDENTAL CHEMICAL CORP
PO BOX 27570
HOUSTON, TX 77227

PORT OF CORPUS CHRISTI
PO BOX 2511
CORPUS CHRISTI, TX 78403



**Public Hearing Notification
Radius Map**

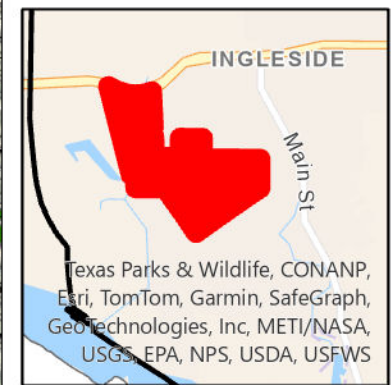
P&Z Comm. Date: 10/13/2025
City Council Date: 10/27/2025

Category: Special Use Permit

Location:
South of Hwy 361 and West of Coach
Emory Bellard Dr and Avenue B

Legend

- 400' Notice Radius
- Subject Parcels
- Industrial Zone
- Single Family Residential Zone



This product is for informational purposes only and may not have been prepared for or be suitable for use in legal, engineering, or surveying products. It does not represent an on-the-ground survey and only represents the relative location of property boundaries.



CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 10

Deliberate and take appropriate action on first reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication.

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant Port of Texas, LP is requesting a Special Use Permit for approximately 288.13 – Acre Tract of land inside the corporate city limits of Ingleside, Texas. The property is currently zoned as I-Industrial District.

The proposed use is for bulk storage, blending, and movement of crude oil and other unrefined hydrocarbons products. The Special Use Permit shall be limited to such use.

The project site was previously occupied by the former Humble Oil Ingleside Refinery & Exxon/Mobil Pipeline Company. Approximately 190 acres of the 288-acre site were annexed by the City of Ingleside in 1998. The remaining portions (approx. 102 acres) were not included in the 1998 annexation. Documents reviewed identified the 102-acre tracts as being wholly located within the existing limits of the City of Ingleside at the time of the 1998 annexation.

The northern portion of the subject property formerly hosted a portion of the Humble Oil refinery, which operated from 1928 until 1945, ceased operations and was completely dismantled by 1952. The southern portion of the property hosted bulk hydrocarbon storage tanks and operated as a crude oil terminal by Exxon Mobil Pipeline Company, LLC until the tanks were taken out of service and dismantled between 1995 and 2005.

The property's current zoning map, future land use map, and master transportation plan were reviewed for compliance. The property northeast of the subject tract is zoned I-Industrial as well as properties along the southern boundary of the property. The properties southeast of the subject tract are zoned R1-Single Family and properties to the west have a temporary zoning designation of R-1-Single Family due to annexation.

The Future Land Use map designates the area west of the proposed SH 200 to be for Heavy Industrial (HI) use and the area to the east of SH 200 to be for Light Industrial (LI) use. Please note that the (HI) Heavy Industrial District designation was omitted from the official code of ordinance. However, due to the prior uses of the property and zoning of neighboring properties, an (I) Industrial District zone designation is the most suitable.

Notice of this public hearing was published in the Ingleside Index on September 25, 2025. Staff mailed out a Public Hearing Notice to 66 property owners, within a 400-foot radius, on October 2, 2025. Staff received no comments in favor or against the request at the time this report was prepared.

The Ordinance will be provided under separate cover.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval on the basis that the applicant has addressed and complied with the aspects of city ordinance, Chapter 78, Article IV. – District Regulations - Division 14. I-Industrial District, Sec. 78-267. Intensive Uses.

ATTACHMENTS:

1. Port of Texas Special Use Permit Application
2. Aerial Map - City of Ingleside
3. 7-2025 Port of Tex Site Plan SUP
4. #670 - Voting Record_Signed



KILLEN, GRIFFIN
& FARRIMOND
ATTORNEYS AT LAW

ROB KILLEN
210.641.5635
rob@kgftx.com

June 27, 2025

Bernard Rodriguez
Zoning Director
City of Ingleside
2665 San Angelo Street
P.O. Drawer 400
Ingleside, Texas 78362-0400

RE: Application for Special Use Permit for an Approximately 288.13-Acre Tract in
Ingleside, Texas.

Dear Mr. Rodriguez,

Our firm represents The Port of Texas, L.P. (formerly the Port of Corpus Christi, L.P.; hereinafter “Applicant”), the owner of an approximately 288.13-acre tract of land (“Property”) within the City of Ingleside (“City”), San Patricio County (“County”), Texas, specifically identified by the County Appraisal District as parcel numbers 65108, 67221, 78729, and 115773 (*see Exhibit “1”*). In accordance with the City’s Code of Ordinances (“City Code”), the following information is being provided to support the attached application for Intensive Uses (application provided in **Exhibit “2”**).

I. NONCONFORMING RIGHTS

Our firm submitted a request to the City for recognition of nonconforming rights in March 2024. On June 3, 2024, we received a written response from the City Attorney stating that “the City no longer recognizes non-conforming use rights on Property. Any future use must comply with the City of Ingleside Code of Ordinances.” As discussed below, the Property has been used for activities related to oil and gas storage and processing, including active bulk storage, for nearly one hundred years, and has been in the City limits since 1998 operating under nonconforming use rights. The City has stated in its federal court filings that “the City of Ingleside has permitted Plaintiff’s use of the Property to continue and has not required Port of Texas to stop any aspect of its use of the Property.” In addition, it stated “Plaintiff’s more restricted use of the Property has continued and no requirement to stop the current use has been imposed.” See City of Ingleside’s Motion to Dismiss, *Port of Texas v. City of Ingleside*, No. 2:24-cv-00267 (S.D. Tex. Dec. 13, 2024) (Doc. 9).

If the City is no longer recognizing such use rights, our client is unable to continue making reasonable use of the Property without receiving a Special Use Permit for oil and gas storage and processing.

II. THE SUBJECT PROPERTY

The Property for which the Applicant is seeking the Special Use Permit is a portion of the former Humble Oil Ingleside Refinery. The northern portion of the Property formerly hosted the refinery, which operated from 1928 until 1945, and after ceasing operations had been completely dismantled by

1952. The southern portion of the Property hosted bulk storage tanks and continued to operate as a crude oil terminal until the tanks were taken out of service and dismantled between 1995 and 2005 when remediation efforts began with the sole intent to re-install tanks once the remediation efforts were completed. The Property has been continuously used for oil and gas storage and processing.

The Legal Description of the Property is:

- ABST 184 WM MCDONOUGH 162.182 ACRES
- ABST 262 ROSA TEAL 36.198 ACRES
- 44.08 ACS OUT OF A-262 ROSA TEAL SURVEY
- 45.67 ACS OUT OF A-262 ROSA TEAL SURVEY

III. DESCRIPTION OF PROPOSED USES OF THE PROPERTY

The historic and current use of the Property is for bulk storage, blending, and movement of crude oil and other unrefined hydrocarbons products. Since 1927, the Property has been used for activities related to oil and gas storage and processing, including active bulk storage, oil and gas pipeline hub, as well as restoration and remediation efforts related to those uses. Moreover, this use has been continuous since the annexation of the Property. As conceptually envisioned, the Property would host a minimum of twenty-four (24) three-hundred-foot (300') diameter by sixty-foot (60') tall and seven (7) one-hundred fifty-foot (150') diameter by sixty-foot (60') tall, welded steel bulk storage tanks. The tanks would be designed to meet or exceed the American Petroleum Institute ("API") standards (i.e. API STD 620, 650 and 2610, etc. as deemed appropriate). The storage capacity at final buildout would be approximately twenty million (20,000,000) barrels. A manifold and pumping system would be located within the tank farm to facilitate the blending and movement of product in and out of the facility. Underground pipelines entering and exiting the facility would bring crude oil and other unrefined products to the facility for storage and then transport the products to refineries and/or marine loading facilities.

Additionally, the following three (3) public infrastructure improvements will be hosted on the Property: 1) Humble Ditch stormwater conveyance; and 2) SH 200 Industrial Corridor to route traffic around the center of Ingleside; and 3) Emory Bellard Outfall to provide flooding relief for the Houghton Addition.

On May 19, 2025, the City's Planning and Zoning Commission considered a city-initiated application to rezone the Property from "R-1" Single-Family Residential to "I" Industrial. On June 10, 2025, the City Council approved the rezoning request resulting in the Property being zoned "I" Industrial. (*See Exhibit "3"*.) The "I" Industrial District would appear to allow for oil and gas storage under City Code Section 78-266. "The "I" Industrial District provides for industrial operations of all types, including "petroleum," 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." Accordingly, rezoning the Property to "I" Industrial with a Special Use permit would bring the long-standing use of the Property into compliance with the current City Code and with the use of nearby properties. Submittal of this request for rezoning is in no way intended to waive any nonconforming rights.

IV. DESCRIPTION OF POTENTIAL HAZARDS & PROPOSED SAFEGUARDS

The following are recognized hazards that can be associated with the proposed use of the Property as a bulk crude oil and other unrefined hydrocarbon products storage facility.

- 1) Fire and explosion, which may result from the following causes:

- a. Lightning strike
 - b. Hot work (i.e. welding, use of non-intrinsically safe equipment, static electricity, etc.)
 - c. Rotating equipment failure (i.e. pump bearing failure)
- 2) Point source and fugitive air contaminant emissions, which may emanate from the following:
- a. Tanks; and
 - b. Piping; and
 - c. Rotating equipment; and
 - d. Other ancillary equipment.
- 3) Release of bulk hydrocarbons due to:
- a. Tank overfill; and
 - b. Tank structural failure; and
 - c. Piping and appurtenance structural failure.
- 4) Natural Disaster, Vandalism and Terrorism

As illustrated in the Conceptual Site Plan (“Site Plan”; attached herein as **Exhibit “4”**), a one-hundred seventy-five-foot (175’) buffer will be maintained to separate the Industrial Objectionable Use-zoned area from the nearby “R-1” Single-Family Residential zoned areas. There will be a six-foot (6’) high secondary containment berm separating the tanks and the one-hundred seventy-five-foot (175’) buffer to further isolate the objectionable use area from the residential areas. Additionally, the facility is located where the prevailing southeast wind would blow air emissions, if they occur, away from the residential area.

The following engineering and administrative safeguards will be employed to mitigate the recognized potential hazards identified above.

- 1) Fire and Explosion. The conceptual facility layout has been prepared to satisfy the requirements of the National Fire Protection Association (“NFPA”) codes (i.e. NFPA 11, NFPA 24, NFPA 30, NFPA 72 and NFPA 704), as outlined below
- a. All tanks are one-hundred seventy-five feet (175’) from the Property boundary as per NFPA 30 table 22.4.1.1(b). (# 3)
 - b. All tanks, pipelines, and secondary containment berms are sixty feet (60’) from the nearest side of any public way including SH-200, the Humble Ditch, and the Emory Bellard Outfall as per NFPA 30 Table 22.4.1.1(b).
 - c. All three-hundred-foot (300’) diameter tanks have a minimum shell-to-shell separation distance of one-hundred fifty feet (150’), as per NFPA 30 Table 22.4.2.1., which requires the minimum distance to be $\frac{1}{4} * \Sigma$ adjacent tank diameters. All 300-foot diameter tanks are 112.5 feet from each one-hundred fifty-foot (150’), diameter tank as per NFPA 30 Table 22.4.2.1 which requires the minimum distance to be $\frac{1}{4} * \Sigma$ adjacent tank diameters (#5).

- d. All one-hundred fifty-foot (150') diameter tanks have a minimum shell-to-shell separation distance of fifty feet (50'), as per NFPA 30 Table 22.4.2.1 which requires the minimum distance to be $1/6 * \Sigma$ adjacent tank diameters.
 - e. Fire protection will be installed in accordance with NFPA 11- Low Expansion Foam, NFPA 30 – Storage Tanks, NFPA 24- Underground Water Mains, and NFPA 72 – Fire Alarms Placarding of tanks shall conform to NFPA 704.
- 2) Air Contaminant Emissions. Potential air contaminant emissions are regulated by the Texas Commission on Environmental Quality (“TCEQ”).
- a. The tanks for this facility will be designed with external floating roofs (“XFR”), in accordance with API Standard 650 to minimize the loss of hydrocarbon vapors.
 - b. Fugitive emissions may be released from valves, pumps, flanges/connectors, compressors, relief valves, process drains and other ancillary appurtenances.
 - c. The potential to emit will be evaluated based on the products managed at the facility in accordance with TCEQ regulations (30 TAC 115), and if appropriate the facility will be monitored in accordance with the TCEQ’s Leak Detection and Repair (“LDAR”) requirements utilizing the U.S. Environmental Protection Agency (“USEPA”) Method 21.
- 3) Release of Bulk Hydrocarbons.
- a. This facility would be regulated under the U.S. Department of Transportation Pipeline Hazardous Material Safety Administration (“PHMSA”), which regulates spill prevention and facility response plans (49 CFR 194).
 - i. These regulations require a facility to prepare a Facility Response Plan (“FRP”) that would include identifying procedures and resources to respond to a worst-case discharge. This facility will also be subject to the USEPA Spill Prevention and Countermeasures (“SPCC”) regulations (40 CFR 112), which require that a SPCC Plan and a FRP be prepared. These regulations require the evaluation of potential for and mitigation of releases of hydrocarbon products and including sections such as:
 - 1. Secondary containment (one-hundred ten percent (110%) of the largest tank within the containment area); and
 - 2. Inspections and integrity testing of the pipelines and bulk storage containers; and
 - 3. Drainage controls; and
 - 4. Facility security; and
 - 5. Emergency and response agency contacts; and
 - 6. Training of employees.

ii. Other features that have been built into the conceptual plan include:

1. The secondary containment berm height is not to exceed an average height of six feet (6') above the interior grade as per the Occupational Safety and Health Agency regulations (29 CFR 119.106 (b)(2)(vii)(c)(4).
2. A twenty-foot (20') boundary around each pipeline and/or easement to allow for a vehicle to fit through for inspections, maintenance, etc.
3. At least fifteen feet (15') between any secondary containment and each tank and its respective piping for vehicular access for inspections, maintenance etc.

4) Natural Disaster, Vandalism and Terrorism.

- a. Hurricane and associated related events (storm surge, rainfall induced flooding, and loss of power) is a recognized hazard faced by the facility. The following hurricane storm surge vulnerability at the facility location is based on the National Weather Service, National Hurricane Center Storm Surge Unit – National Storm Surge Hazard Map:
 - i. Category 1 Hurricane No impact
 - ii. Category 2 Hurricane No Impact
 - iii. Category 3 Hurricane No Impact
 - iv. Category 4 Hurricane Less than three feet (3') of water above ground surface
 - v. Category 5 Hurricane Greater than six feet (6') of water above ground surface
- b. Flooding is also a recognized threat that may or may not be associated with a hurricane. Collection of rainfall within the secondary containment will be managed in accordance with the SPCC plan and other engineering controls to prevent rising water from impacting electrical equipment, tanks, and piping. The loss of power to the facility from storm events or other causes will be mitigated through administrative measures and engineered controls to prevent hazards.
- c. Seismic hazard levels are low (Seismic Design Category A – 0 to 17% g) for the facility location. This hazard will be addressed by the engineering design of the tanks, piping, and other facilities at the site.
- d. The Vandalism will be deterred by a multi-tiered approach of perimeter fences, limited access to qualified personnel (Transportation Worker Identification Credential ("TWIC")) through security check points, area lighting, and roving inspection personnel. These engineered and administrative controls will be detailed in the SPCC plan and FRP.
- e. The risk from acts of terrorism, whether cyber-attacks or infrastructure sabotage will be evaluated following PHMSA, Department of Homeland Security, and other agency guidelines as appropriate.

Recognized risks will be identified and categorized according to threats, vulnerabilities and consequences.

V. CONCLUSION

The use of the Property included oil and gas storage long before the City annexed the Property in 1998, and the intent of the Property is to continue such use. Granting the Special Use Permit will ensure that the Property's historical and continuous use continues as a lawful use of the Property and bring the operations into conformance under the current City Code. If the zoning is denied, the owner will continue the use under the nonconforming use rights.

Pursuant to Section 78.267 of the City Code, we request a Special Use Permit. In addition, the City has agreed to waive the filing fee associated with this application. See Second Joint Advisory to the Court, *Port of Texas v. City of Ingleside*, No. 2:24-cv-00267 (S.D. Tex. June 10, 2025). If you have any questions, please do not hesitate to contact me at (210) 960-2750 or at rob@kgftx.com.

KILLEN, GRIFFIN, & FARRIMOND, PLLC

BY: 
ROB KILLEN

ENCLOSURES:

Exhibit "1"- Subject Property Information

Exhibit "2"- Application Special Use Section 78-267 Intensive Uses

Exhibit "3" – Ordinance No. 2025-19

Exhibit "4"- Conceptual Site Plan

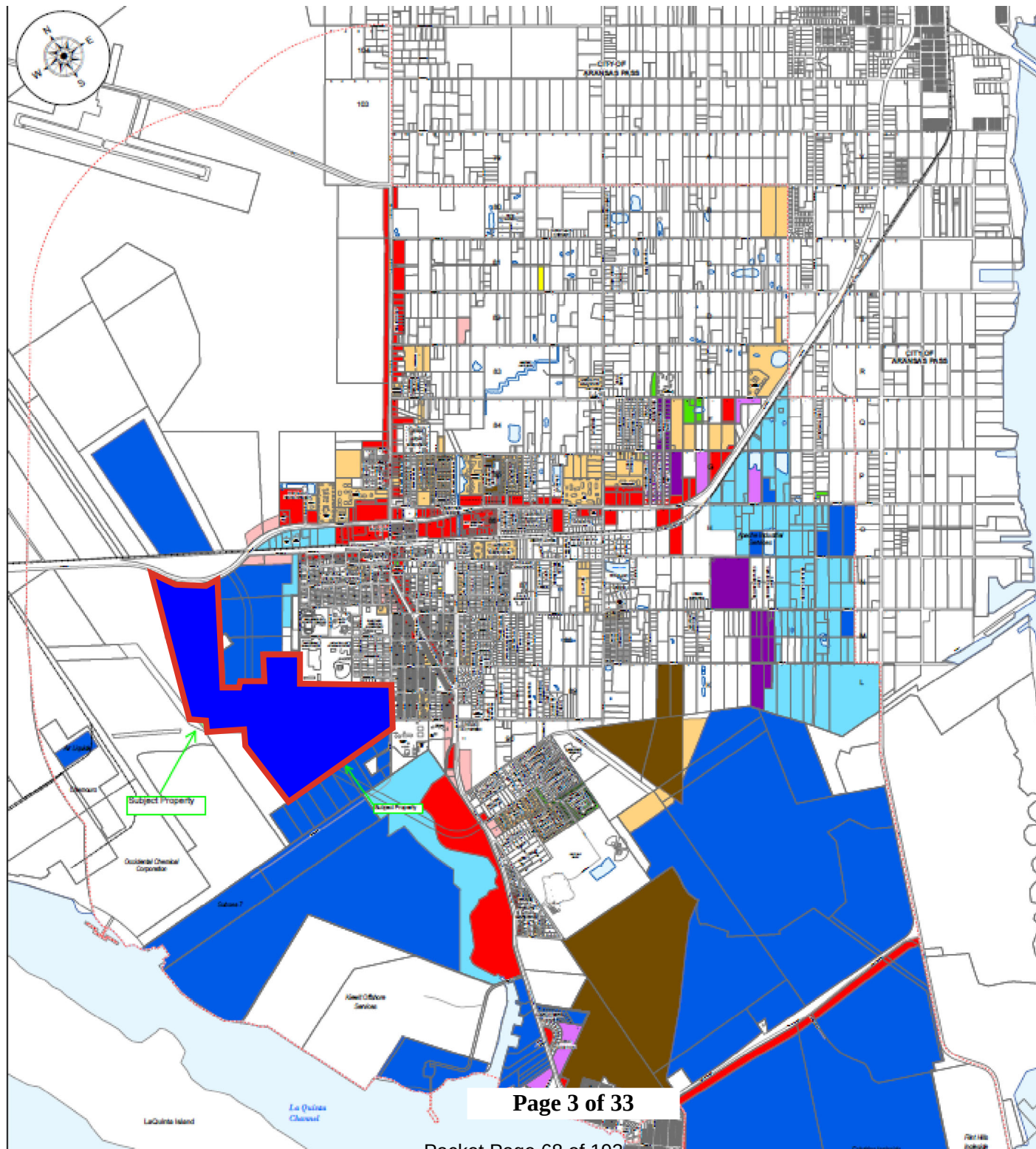
Exhibit "5" - Pleadings



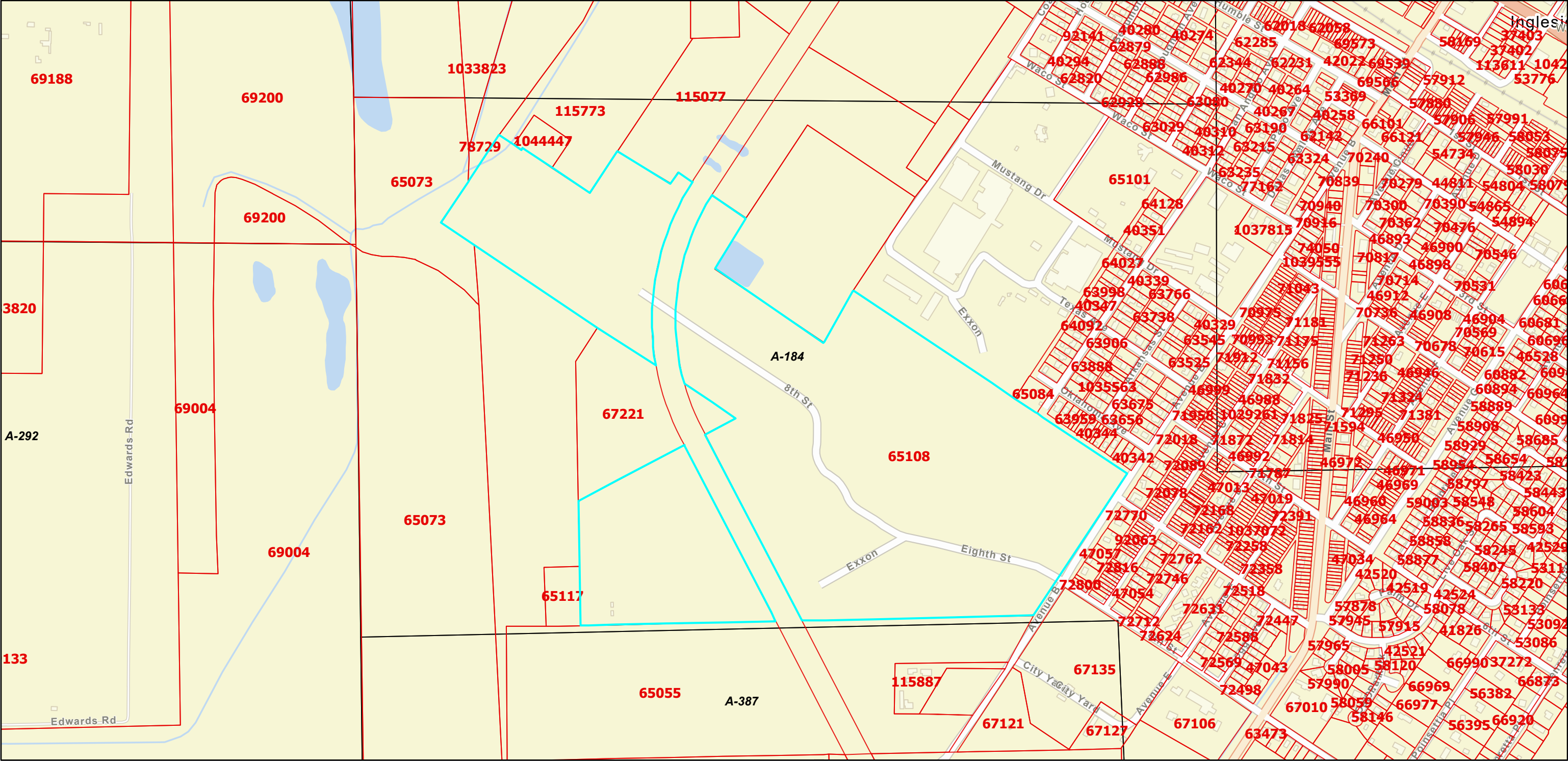
Exhibit 1 – Subject Property



Subject Property

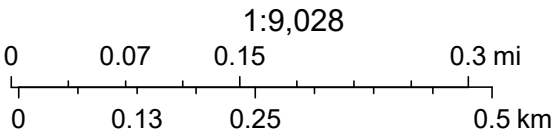


San Patricio CAD Web Map



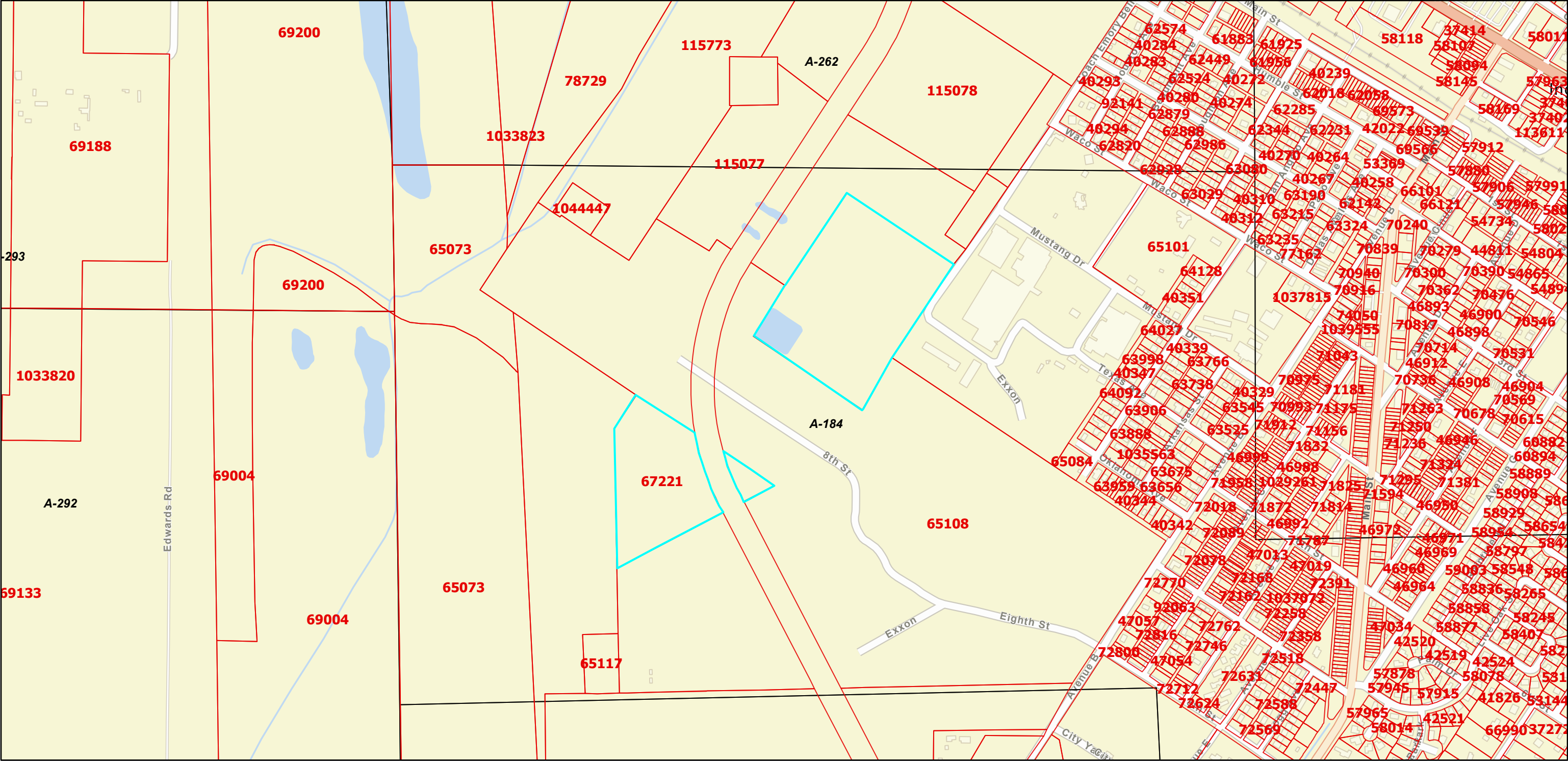
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- Parcels
- Abstracts



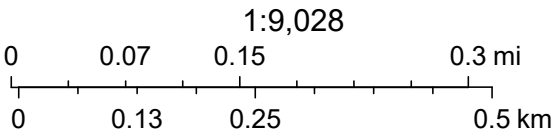
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio CAD Web Map



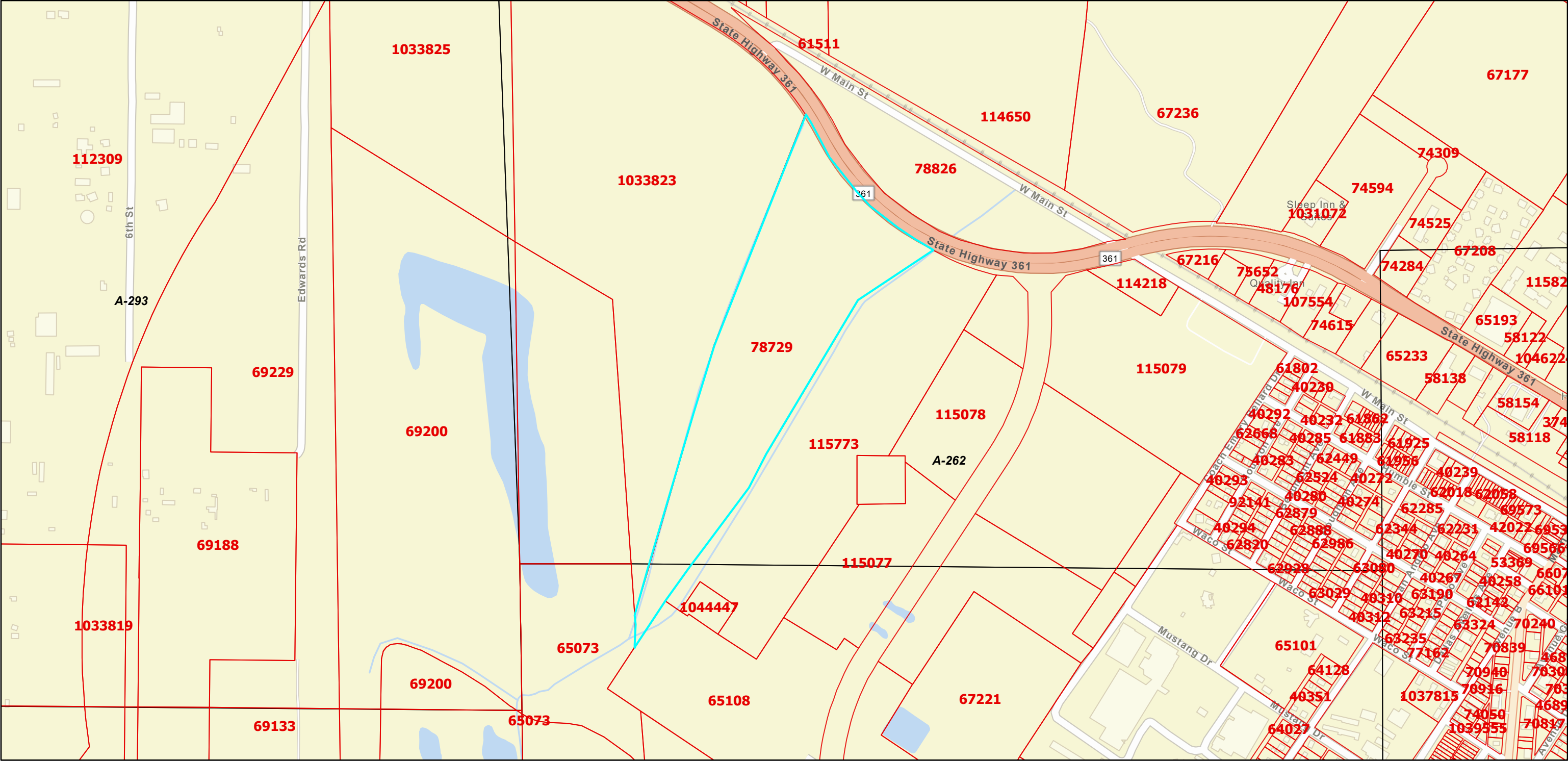
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- Parcels
- Abstracts



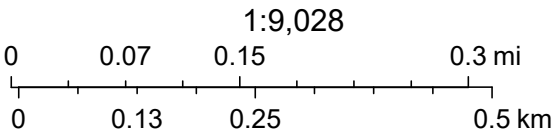
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio CAD Web Map



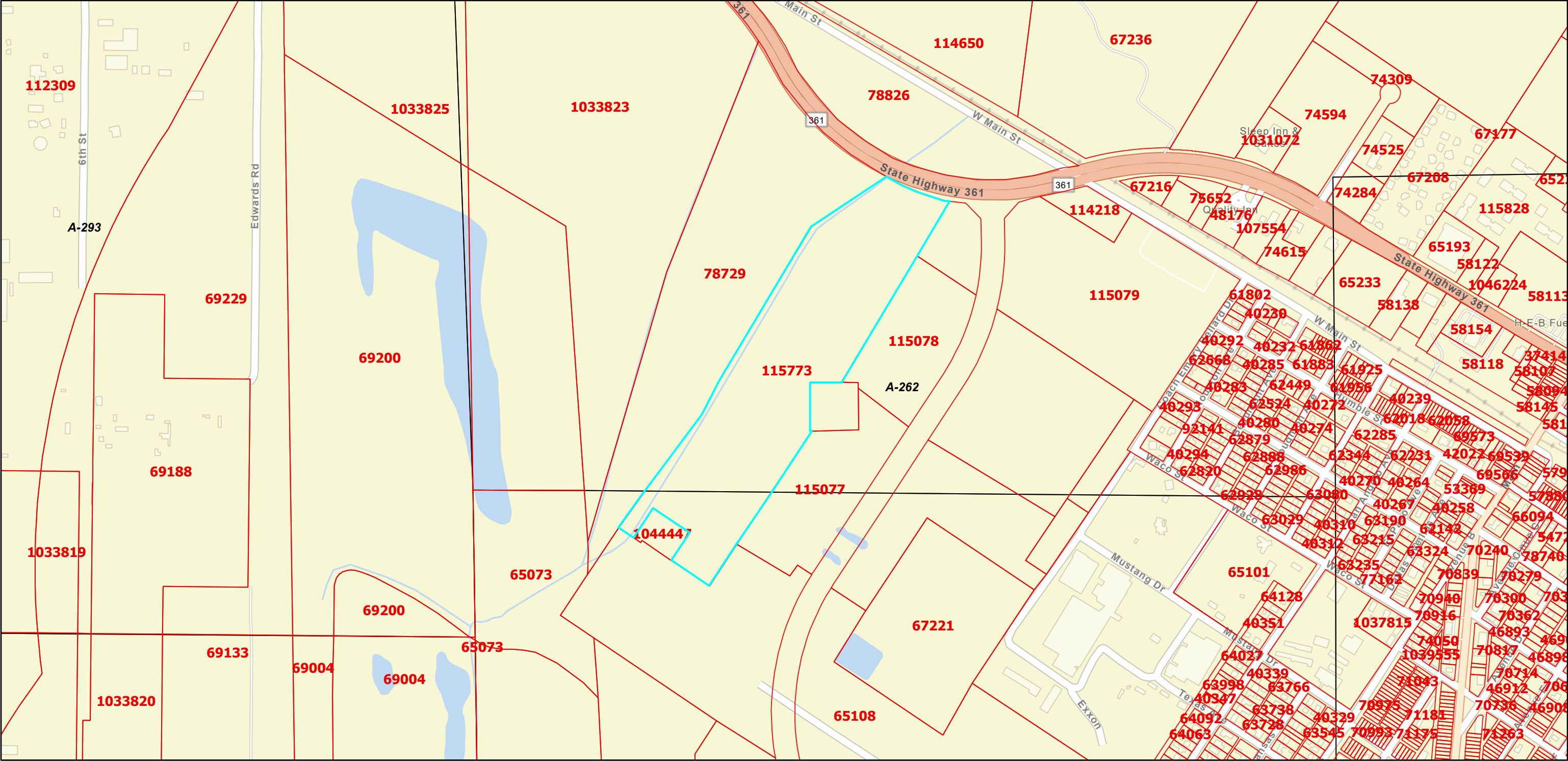
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-  Parcels
-  Abstracts



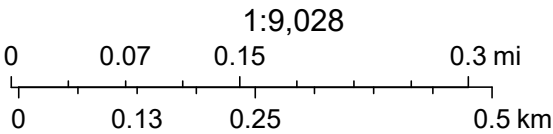
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San Patricio CAD Web Map



6/26/2025, 11:25:31 AM

- Parcels
- Abstracts



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio CAD Property Search

Property Details

Account		
Property ID:	65108	Geographic ID: 2139-0184-0000-009
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	AVE B INGLESIDE, TX 78362	
Map ID:	U-10-	Mapsco:
Legal Description:	ABST 184 WM MCDONOUGH 162.182 ACRES	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$16,218 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$16,218 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$16,218 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	67221	Geographic ID: 2139-0262-0000-025
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	S AVE B (OFF SOUTH AVE B) INGLESIDE, TX 78362	
Map ID:	U-9;V-	Mapsco:
Legal Description:	ABST 262 ROSA TEAL 36.198 ACRES	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,620 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$3,620 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$3,620 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	78729	Geographic ID: 2139-0262-0000-004
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	FM 361 INGLESIDE, TX 78362	
Map ID:	U-10-	Mapsco:
Legal Description:	44.08 ACS OUT OF A-262 ROSA TEAL SURVEY	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$2,204 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$2,204 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$2,204 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	115773	Geographic ID: 2139-0262-0000-049
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	FM 361 INGLESIDE, TX 78362	
Map ID:	U-9 &-	Mapsco:
Legal Description:	45.67 ACS OUT OF A-262 ROSA TEAL SURVEY	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$4,567 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$4,567 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$4,567 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)



Exhibit 2 – Application for Special Use: Section 78-267 Intensive Uses



PO Drawer 400 • 2665 San Angelo • Ingleside, TX 78362

Phone: 361-776-3815 - building@inglesidetx.gov

SPECIAL USE: SECTION 78-267 INTENSIVE USES

Date Filed: _____

In accordance with the Planning and Zoning Subdivision Ordinance, Chapter 78, Article IV, application for special use Section 78-267 is requested on the property below:

Applicant

Name: The Port of Texas, LP

Address: P.O. Box 868, Corpus Christi, TX 78403; 2802 N. Shoreline Blvd., Corpus Christi, TX 78403

Phone #: (210) 960-2750

Email Address: rob@kgftx.com; melissa@kgftx.com; gabriela@kgftx.com

Property Owner (if different)

Name: The Port of Texas, LP

Address: P.O. Box 868, Corpus Christi, TX 78403; 2802 N. Shoreline Blvd., Corpus Christi, TX 78403

Phone #: (361) 877-7766

Email Address: theberryco@aol.com

Legal Description of Property:

ABST 184 WM MCDONOUGH 162.182 ACRES

ABST 262 ROSA TEAL 36.198 ACRES

44.08 ACS OUT OF A-262 ROSA TEAL SURVEY

45.67 ACS OUT OF A-262 ROSA TEAL SURVEY

Description of proposed uses, approval for which the property is sought:

See Section III of the Cover Letter.

Description of hazards, such as fire, explosion, noise vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use:

See Section IV of the Cover Letter

Description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use:

See Section IV of the Cover Letter

☒ A site plan showing the location of all improvements, landscaping, yard areas, sight and/or noise barriers, existing and planned, on the subject property.

Signature: _____

Date: _____

Zone: INDUSTRIAL

Reviewed By : _____

Date: _____



Exhibit 3 – Ordinance No. 2025-19

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INGLESIDE BY ZONING TWO TRACTS OF LAND WITH A COMBINED 299.77 ACRES OF REAL PROPERTY FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO I (INDUSTRIAL) WITH SUCH TRACTS GENERALLY LOCATED AT HIGHWAY 361 AND AVENUE B COMPRISED OF AN 89.75 ACRE TRACT LEGALLY DESCRIBED AS A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS AND A 210.02 ACRE TRACT LEGALLY DESCRIBED AS A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.

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 real property A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land legally described as A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS and a 210.02 acre tract of land legally described as A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90,

PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; and

WHEREAS, after complying with the statutory publication and notification requirements, on May 19, 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 to rezone the above referenced properties from R-1 (Single Family Residential) to I (Industrial); and,

WHEREAS, after a public 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. Real property generally located at Highway 361 and Avenue B in Ingleside, San Patricio County Texas totaling 299.77 acres and comprised of one 89.77 acre tract of land legally described as A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS and further described in Exhibit A and one 210.02 acres tract of land legally described as A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS and further described as Exhibit B are hereby zoned from R-1 (Single Family Residential) to I (Industrial). Real property to be rezoned is further depicted in Exhibit C.

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.

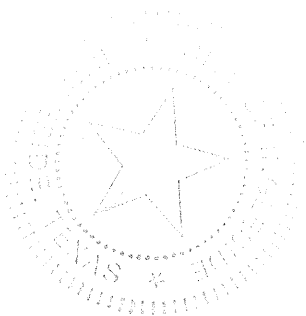
Section 3. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication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

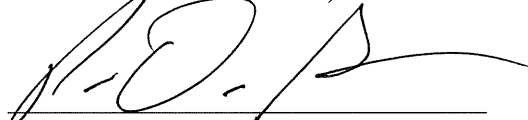
Section 5. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion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

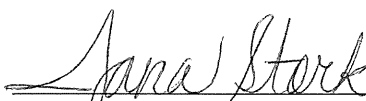
PASSED, ORDAINED, APPROVED AND ADOPTED this 10th day of June 2025 by 04 (ayes) to 02 (nays) with 00 abstentions by a vote of the City Council of the City of Ingleside.



CITY OF INGLESIDE, TEXAS


Pedro Oscar Adame, Mayor

ATTEST:

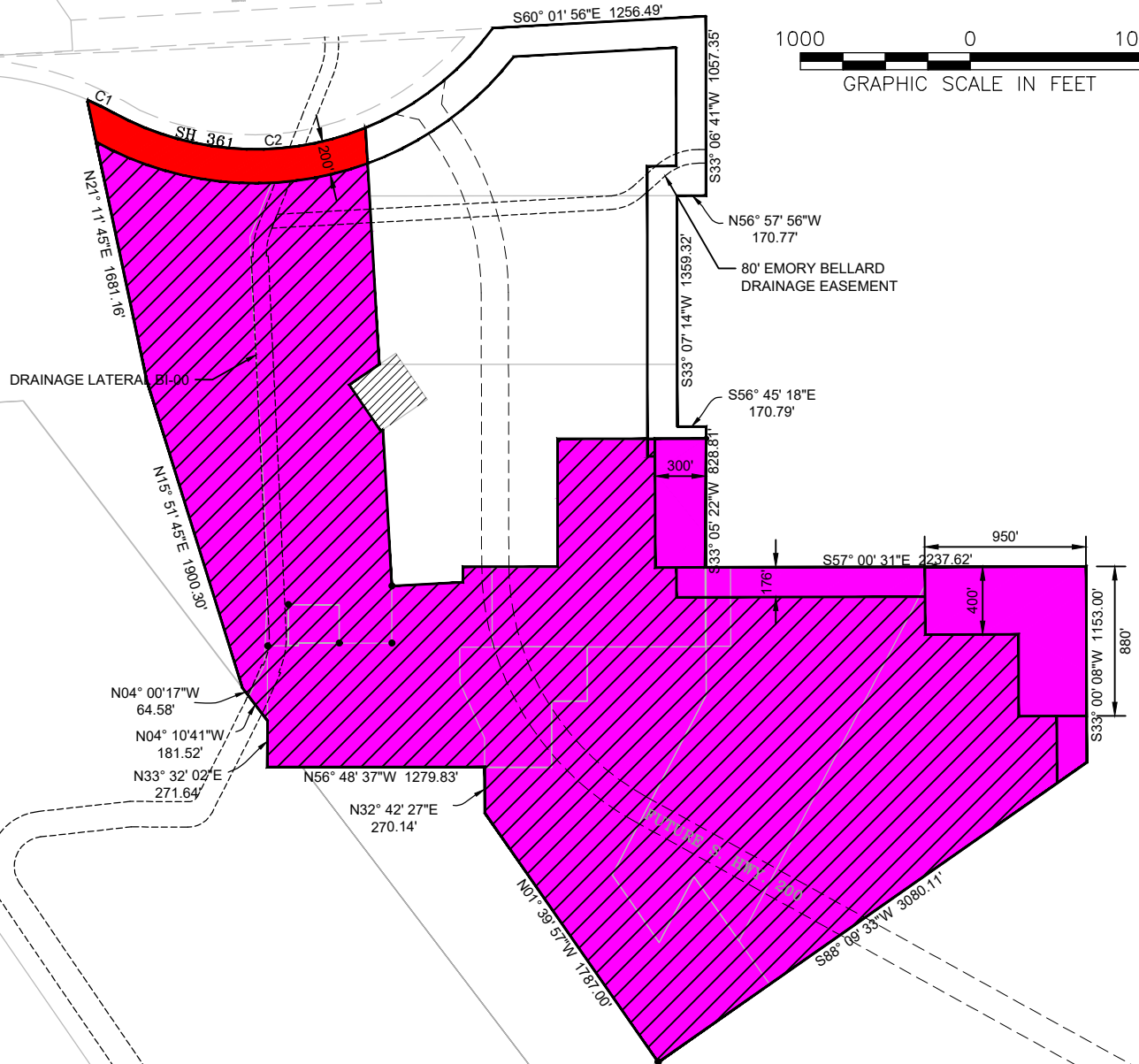

Jana Stork, City Secretary

First Reading: May 27, 2025

Second Reading: June 10, 2025



Exhibit 4 – Conceptual Site Plan



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	174.73	1820.08	S30° 49' 35"E	174.67
C2	2499.35	1727.28	S69° 30' 47"E	2286.94

LEGEND

-  INDUSTRIAL W/OBJECTIONABLE USE REZONING
-  INDUSTRIAL REZONING
-  GENERAL COMMERCIAL

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TBPE F-417 / TBPLS F-10039500
TBAE F-BR 2458 / TBPG F-50556

EXHIBIT B

EXXON PROPERTIES REZONING
INGLESIDE, TEXAS

18I0014



Exhibit 5 – Pleadings

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

PORT OF TEXAS, LP
PLAINTIFF,

V.

CITY OF INGLESIDE,
DEFENDANT

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CIVIL ACTION NO. 2:24-CV-267

MOTION TO DISMISS

Defendant, City of Ingleside, Texas, moves to dismiss the Complaint filed against it by Port of Texas, LP pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). As grounds, Defendant would show:

**I.
Facts**

1. Plaintiff's Complaint alleges that its claims are brought pursuant to the Fifth Amendment to the U.S. Constitution, Article I, § 17 of the Texas Constitution, 28 U.S.C. §2201 and 42 U.S.C. § 1983. Jurisdiction is alleged to exist pursuant to 28 U.S.C. § 1331 due to an alleged "taking" without compensation prohibited by the Fifth Amendment. Complaint, paras. 3, 4.

2. Plaintiff owns an approximately 288.13-acre tract of land (the "Property") within the City of Ingleside in San Patricio County, Texas. Plaintiff purchased the Property from Exxon in 2022. Complaint, para. 7.

3. As stated in the Complaint, the Property has been used for activities related to oil and gas storage, processing and transportation, bulk storage and operating as an oil and gas pipeline hub since 1927. Complaint, para. 9.

4. Ingleside annexed the Property into its corporate limits in 1998. It's initial zoning classification as a newly annexed area under Ingleside's Zoning Ordinance was R-1 single-family residential district. The Property has not been reclassified since it was annexed into the City of Ingleside. Complaint, paras. 10, 11.

5. The owners of the Property, including Port of Texas, have been allowed to continue their operations on the Property. The City of Ingleside has not required the Port of Texas to stop the nonconforming use of the Property and Plaintiff's Complaint concedes that "(s)ince 1998, when the Property was annexed by the City, the activity on the Property has remained industrial contrary to the temporary zoning of "R-1". Complaint, para. 18.

6. Port of Texas requested formal recognition by Ingleside that it had nonconforming use rights on the Property on March 5, 2024. Plaintiff's request was denied by the City based on the discontinuance of the use of the property to store oil and gas because of the removal of the gas storage tanks in 2005. Complaint, paras. 18, 19. The City relied on Sec. 78.93 of its Code of Ordinances which provides:

Sec. 78-93 Discontinuing of Use

If the nonconforming use of any building or premises is discontinued or its normal operation stopped for a period of one year, the use of the same shall thereafter conform to the regulations of the district in which it is located except to the extent authorized by Texas Local Government Code Section 211.019.

7. Following rejection of its request for recognition of nonconforming status, Plaintiff applied for a change of Zoning from R-1 to Industrial (“I”) with Objectional Use Permit, which was approved by Ingleside’s Planning and Zoning Commission but denied by Ingleside’s City Council on September 10, 2024. Complaint, paras. 20, 23, 24.

8. The City of Ingleside has permitted Plaintiff’s use of the Property to continue and has not required Port of Texas to stop any aspect of its use of the Property.

II.

The Court lacks jurisdiction because no Constitutional violation has occurred and no 42 U.S.C. § 1983 claim has been stated for the same reason

9. State law and the City of Ingleside’s Zoning Ordinance allows a property owner to continue a legal use which existed prior to annexation, adoption or change in a zoning regulation.

Tex. Local Gov’t Code, § 43.002(a)(1) states:

“CONTINUATION OF LAND USE. A municipality may not, after annexing an area, prohibit a person from ... continuing to use land in the area in the manner in which the land was being used on the date the annexation proceedings were instituted if the land use was legal at that time...”.

Tex. Local Gov’t Code, § 211.019(b) states:

a “person using a property in a manner considered to be a nonconforming use as a result of the adoption of or change to a zoning regulation or boundary may continue to use the property in the same manner unless required by a municipality to stop the nonconforming use of the property.”

Sec. 79.90 of Ordinance No. 2023-27 of the City of Ingleside, Texas states:

The lawful use of a building existing at the time of the adoption of the ordinance from which this chapter was derived may be continued even though such use does not conform with the provisions of the ordinance from which this chapter was derived. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification. The foregoing provisions shall also apply to nonconforming uses in districts as may be hereafter changed. **Whenever a nonconforming use of a building has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use. (emphasis applied)**

10. A dispute has arisen between Port of Texas and the City of Ingleside whether Port of Texas is entitled to use the Property as an oil and gas storage facility because of the removal of the gas storage tanks from the Property approximately twenty years previously. Nevertheless, Plaintiff's more restricted use of the Property has continued and no requirement to stop the current use has been imposed.

11. Plaintiff's claim under 42 U.S.C. § 1983 is premised on alleged violation of the "Taking Clause" of the Fifth Amendment to the U.S. Constitution which provides that private property will not "be taken for public use without just compensation." U.S. Const., amend V. Plaintiff also uses the alleged violation of the Fifth Amendment to the U.S. Constitution to support its request for a declaratory judgment since the dispute about which the declaration is sought must arise under federal law or some element of the claim would necessarily depend on the resolution of a substantial disputed federal question. The

Declaratory Judgment Act does not extend the jurisdiction of the Federal Courts. *Skelly Oil Co. v. Phillips Petroleum Co.*, 339 U.S. 667, 671, 70 S. Ct. 876, 94 L. Ed 1194 (1950).

12. Here, Plaintiff argues that Ingleside zoning classification of R-1, together with restrictive covenants prohibiting residential use put in place by the Property's previous owner, deprive it of all economically beneficial use of the Property and constitute a "regulatory taking".

13. Plaintiff's claims, however, do not take into consideration state laws and Ingleside Ordinances protecting nonconforming use or recognize that, despite refusing to recognize nonconforming use status, Ingleside has allowed historical use of the Property to continue without interference since it annexed the property in 1998 and since Plaintiff acquired the Property in 2022.

14. Additionally, an investment in a nonconforming use that is made after a zoning change, as is the case here, is not innocent and thus is not entitled to protection or recognition. *Neighborhood Committee on Lead Pollution v. Board of Adjustment of the City of Dallas*, 728 S.W. 2d 64, 70 (Tex. App-Dallas 1987, writ ref'd n.r.e.)(holding investments in the nonconforming use made after the zoning change are not required to be amortized, because such investments, if included in the amortization base, could extend the nonconforming use indefinitely); *City of Garland v. Valley Oil*, 482 S.W. 2d 342, 346 (Tex. App-Dallas 1972, writ, ref'd n.r.e.) Cert. denied 411 U.S. 933, 93 S. Ct. 1902, 36 L. Ed. 2d 392 (1973)("[T]he owner of a nonconforming service station, who, with actual or constructive notice of a zoning ordinance, purchases an adjoining lot for the purpose of building a larger station, cannot complain of any hardship by denial of such extended use."); *Mattox v. Bd. of Adjustment*, Civil No. 3:93-CV-1043-H, 1996 U.S. Dist. LEXIS

4234, at *6 (N.D. Tex. Jan. 5, 1996)(“The Texas Court of Appeals for the Fifth District, Dallas County, has consistently held that an investment in a nonconforming use that is made after the zoning change is not innocent and thus is not entitled to protection or recognition.”).

15. In this case, the Ingleside has not restricted the owner’s use except to the extent a nonconforming use has been discontinued and Ingleside has not otherwise prohibited productive and economically beneficial use of the land. *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 538, 125 S. Ct. 2074, 161 L. Ed. 2d 876 (2005); *Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg’l Pan. Agency*, 535 U.S. 302, 330, 122 S. Ct. 1465, 152 L. Ed 2d 517 (2002).

16. Because the City of Ingleside has not ordered Plaintiff’s use of the Property to stop and has allowed the previous historic uses to continue unless discontinued for a one-year period, there has been no “taking” without compensation or any violation of the Fifth Amendment to the U.S. Constitution.

17. Without a Constitutional violation to support them, Plaintiff’s claims under 25 U.S.C. 2201 for declaratory judgment and its claims under 42 U.S. § 1983 must fail for want of jurisdiction and for failure to state a claim upon which relief can be granted. “The first inquiry in any § 1983 suit is whether the Plaintiff has been deprived of a right ‘secured by the Constitution and laws.’” *Baker v. McCollan*, 443 U.S. 137, 140, 99 S. Ct. 2689, 61 L. Ed 2d 433 (1979). Likewise, a federal claim is necessary to support a declaratory judgment action under 28 U.S.C. § 2201. *Skelly Oil Co.*, 339 U.S. at 671. Since jurisdiction in this case is premised on a violation of the Fifth Amendment to the U.S. Constitution and Plaintiff’s Complaint indicates that the Plaintiffs use of the Property has continued without

interference by the City, this Court lacks jurisdiction to hear this case. Alternatively, the Complaint should be dismissed for failure to state a claim upon which relief can be granted.

Conclusion and Prayer

18. For the reasons stated above, the City of Ingleside asks the Court to dismiss Port of Texas, LP's claim for lack of federal question jurisdiction. Alternatively, Ingleside asks that Plaintiff's claim under 42 U.S.C. § 1983 be dismissed for failure to state a claim upon which relief and be granted.

Respectfully submitted,

DAVIDSON TROILO REAM & GARZA, P.C.

601 N. W. Loop 410, Suite 100

San Antonio, Texas 78216

Telephone: (210) 349-6484

Facsimile: (210) 349-0041

By: /s/ R, Jo Reser

R. Jo Reser

State Bar No. 16789500

SDTX Federal ID No. 10309

Email: jreser@dtgrlaw.com

Michael S. McCann, Jr.

State Bar No. 24096551

SDTX Federal ID No. 3468147

Email: mmccann@dtgrlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded pursuant to Rule 21a, Texas Rules of Civil Procedure, on this the 13th day of December 2024, as follows:

S. Mark Murray

Email: mark.murray@fordmurray.com

Kennedy Hatfield Asel

Email: hatfieldasel@fordmurray.com

10001 Reunion Place, Suite 640

San Antonio, Texas 78216

Attorneys for Port of Texas, L.P.

/s/ R Jo Reser

R. Jo Reser

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

PORT OF TEXAS, LP
Plaintiff,

V.

CITY OF INGLESIDE,
Defendant.

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Civil Action No. 2:24-CV-267

SECOND JOINT ADVISORY TO THE COURT

COMES NOW, Plaintiff, PORT OF TEXAS, LP, as well as the Defendant, CITY OF INGLESIDE (the “City”), and, pursuant to this Court’s Order of April 7, 2025, files this their Second Joint Advisory to the Court, and shows the Court as follows:

1. The City initiated the rezoning of Plaintiff’s property (the “Property”) from R-1 (Single-Family Residential) to I (Industrial). On May 19, 2025, following a public hearing, the Ingleside Planning and Zoning Commission (the “Commission”) considered the proposed rezoning. After deliberation, the Commission voted to recommend that the Ingleside City Council rezone the Property from R-1 (Single-Family Residential) to I (Industrial). Pursuant to the Ingleside City Charter, all ordinances—except those related to the budget—must be read and approved twice before taking effect.

2. In addition to approving the zoning change from R-1 (Single-Family Residential) to I (Industrial), Plaintiff cannot use its Property as a tank farm without approval of a Special Use Permit for Intensive Uses (“SUP”) that accompanied its

zoning change application previously filed on June 4, 2024. City staff recommended approval of Plaintiff's zoning application as did the Commission who voted 6-0 to recommend approval on August 19, 2024. The Commission did not recommend approval of the SUP. However, the zoning change and the SUP are not taken up by City Council at the same time. Instead, the City Council must first approve the base zoning change (here, from R-1 to I) before the SUP is considered. This is because under the City's Code, the Property must be zoned Industrial before the City Council can grant the SUP for Intensive Uses. Because Plaintiff's 2024 base zoning change application was denied, the City Council never took up Plaintiff's SUP request. As such, to save time and expense, Plaintiff requested that the City Council take up its SUP request if and when the base zoning change from R-1 (Single-Family Residential) to I (Industrial) was approved.

3. The City has agreed to waive the filing fee associated with filing a new SUP application but would not agree to present Plaintiff's previously filed SUP to City Council for consideration due to procedural concerns. Instead, it is the City's position that the previously filed SUP that already went through both City staff and the Commission became moot when the City Council failed to approve the base zoning change in September 2024. It is the City's position that Plaintiff must now refile its SUP application. It is Plaintiff's position that because the previously filed SUP was never considered by City Council it can still be brought before City Council for consideration. Further, it is Plaintiff's position that there is no support (from either state statute or the City's own ordinances) for the City's position that the SUP application became "moot" making it unable to be take up for consideration now that

the base zoning change has been approved.

4. On May 27, 2025, at a regularly held city council meeting, the Ingleside City Council considered the Commission's recommendation to rezone the Property from R-1 (Single-Family Residential) to I (Industrial) and conducted a public hearing and the first reading of the proposed zoning ordinance.

5. Following a public hearing, the City Council voted to approve the ordinance on first reading and scheduled the second reading for June 10, 2025, the next regularly scheduled city council meeting.

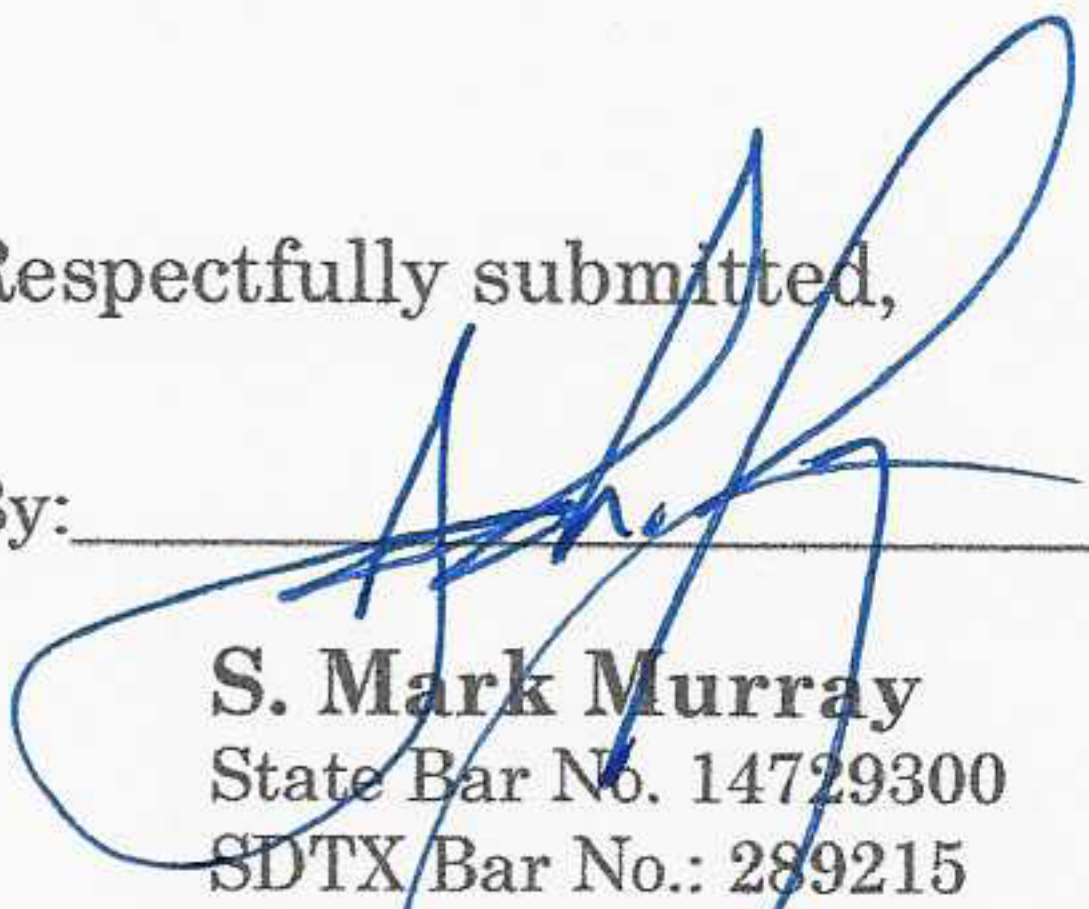
6. At its June 10, 2025, meeting, the Ingleside City Council conducted the second reading of the ordinance zoning the Property to I (Industrial) and voted to approve the ordinance.

7. As a result, the Property is now officially zoned I (Industrial), and Plaintiff may utilize the Property in accordance with the uses permitted for the Industrial District as contained in the Ingleside Code of Ordinances, which does not include using the Property as a tank farm.

8. Additionally, the Parties respectfully request that the Court issue a revised scheduling order, as several deadlines in the current order have already passed since this case was abated.

9. Defendant City of Ingleside has had a Motion to Dismiss pending pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), since December 13, 2024, which Defendant asserts is determinative of all Plaintiff's claims.

Respectfully submitted,

By: 

S. Mark Murray

State Bar No. 14729300

SDTX Bar No.: 289215

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Facsimile: (210) 731-6401

**ATTORNEYS FOR PLAINTIFF,
PORT OF TEXAS, LP.**

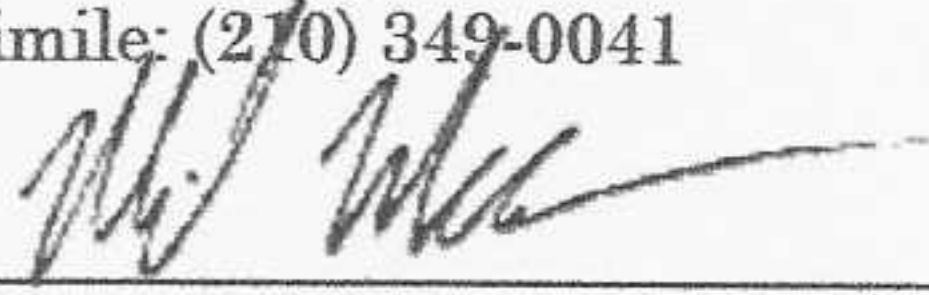
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SDTX Bar No.: 10309

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SDTX Bar No. 3468147

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**ATTORNEYS FOR DEFENDANT, CITY
OF INGLESIDE**

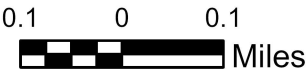


City of Ingleside
Rezoning
Aerial Map

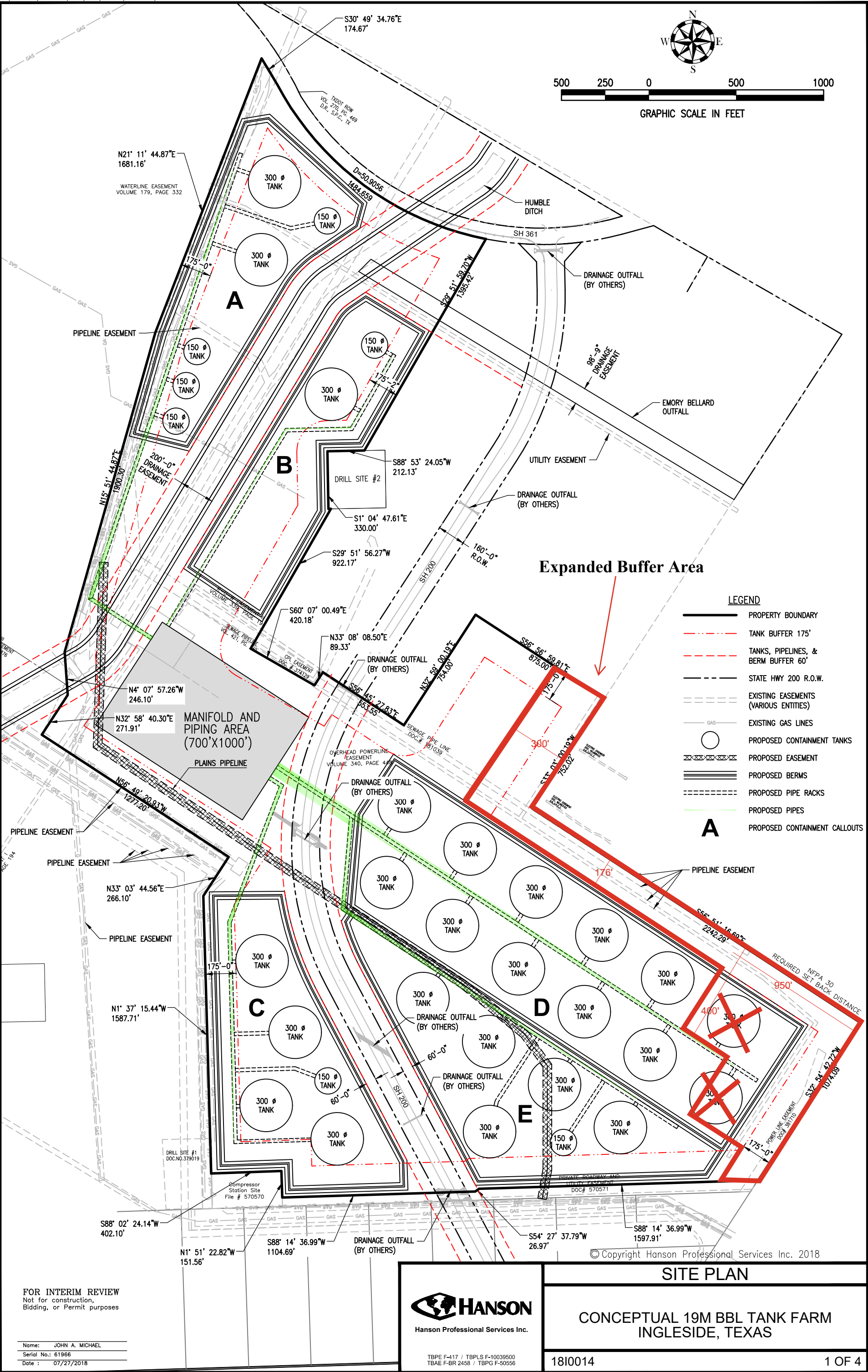
- Legend
- Case Area
 - Parcels

Date: 05/27/2025

This product is for informational purposes only and may not have been prepared for or be suitable for use in legal, engineering, or surveying products. It does not represent an on-the-ground survey and only represents the relative location of property boundaries.



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

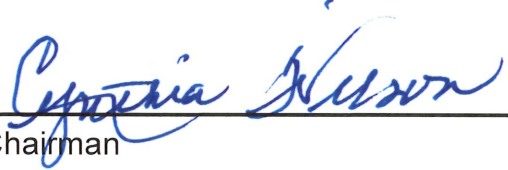


**PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD**

DATE: **10/13/2025**

NO. **670**

			DESCRIPTION
THIS APPLICATION ____ 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 AN APPLICATION FILED BY PORT OF TEXAS, LP REQUESTING A SPECIAL USE PERMIT PURSUANT TO SECTION 78-267 OF THE CODE OF ORDINANCES FOR THE INTENSIVE USE CONSISTING OF CRUDE OIL STORAGE TANKS ON PROPERTY GENERALLY LOCATED SOUTH OF HIGHWAY 361 AND WEST OF COACH EMORY BELLARD DR AND AVENUE B,, FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, O A COMBINED TOTAL OF 288.13 ACRES CONSISTING OF AN 89.75 ACRE TRACT OF LAND, AS DESCRIBED IN FILE NUMBER 728165 (FILED NOV. 17, 2022), DEED OF RECORDS, SAN PATRICO COUNTY, TEXAS AND A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.
ALAN BEAUBIEN <i>(Place #1 - 12/31/25)</i> 2ND Term	P	Y	<u>PUBLIC HEARING NOTES</u> At 6:06 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ <i>(Place #2 - 12/31/25)</i> 1ST Term	P	Y	Speaking For: Courtney Shane 2181 Capeheart Speaking Against: Pat Cady 2522 San Angelo Ave

CONNOR BROWN (Place # 3 - 12/31/25) 2 ND Term	P	Y	At 6:11 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting. Motion: Commission Member Beaubien made a motion to recommend to City Council approval of the request for a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of crude oil storage tanks on the property described above. Commission Member Long seconded the motion. Motion carried 4:2.  Chairman <u>October 13, 2025</u> Date
JEREMY LONG (Place #4 - 12/31/26) 1 st Term	P	Y	
RICARDO TREVINO JR (Place # 5 - 12/31/26) 1 st Term	P	N	
(Place #6 - 12/31/26) 1 ST Term	-	-	
CYNTHIA WILSON (Place #7 - 12/31/26) 2 ND Term	P	N	

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 11

Deliberate and take appropriate action on entering into a Short-Term Option for Potable Water Reservation and Diversion Contract with the Nueces River Authority to reserve 2,240.8 acre-feet of water per year for the City of Ingleside.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

With the latest drought, and the need for water in the Coastal Bend region, City Staff has been pursuing various options to secure future water for the City of Ingleside. One option city representatives have been involved in is the Nueces River Authority South Texas Project. This project is the development of a 100 MGD Reverse Osmosis Plant that will be located on Harbor Island. The City of Ingleside representatives met with Travis Pruski, Chief Operations Officer for the Nueces River Authority, to discuss reserving water allocation from the Nueces River Authority South Texas Project. After a lengthy discussion regarding the needs of the City of Ingleside, staff requested a contract be drafted to reserve 2,240.48 acre-feet per year of potable water for the City of Ingleside. 2,240.48 acre-feet is equal to 729,997,350.9 gallons per year or approximately 1,999,992 gallons per day.

FISCAL ANALYSIS:

The municipal reservation fee for 2,240.28 acre-feet per year is \$109,504.88, and is to be paid in two equal installments of \$54,752.44 due on or before November 20, 2025, and November 20, 2026. This reservation cost can be paid for from the Council Discretionary line item.

RECOMMENDATION:

Staff recommends authorizing the City Manager to execute a Short-Term Option for Potable Water Reservation and Diversion Contract with the Nueces River Authority on behalf of the City of Ingleside.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 12

Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the State of Texas Department of Transportation for the FY 2026 Step Comprehensive Program for the Police Department for \$11,966.64 with a City cash match of \$2,991.90 for overtime and fringe benefits.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Police Department has been awarded funding from the State of Texas Department of Transportation (TxDOT) for the FY 2026 STEP Comprehensive Program. These grant funds enable the Ingleside Police Department to conduct overtime traffic enforcement, focusing on impaired driving, speed enforcement, occupant protection, intersection traffic control, and distracted driving.

Officers will work overtime to enforce traffic laws across the city. The grant aims to enhance the effective enforcement and adjudication of traffic safety-related laws, thereby reducing crashes, injuries, and fatalities.

FISCAL ANALYSIS:

TxDOT=80% =\$11,966.64 CITY = 20% (match)=\$2991.90 for a total of \$14,958.54

RECOMMENDATION:

Staff recommends the City Council approve the proposed Resolution to accept the TxDOT Grant Funds for the FY2026 STEP Comprehensive Program.

ATTACHMENTS:

1. 2025-10-27-Resolution - PD STEP COMP GRANT v2

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF INGLESIDE, TEXAS, AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FY2026 STEP COMPREHENSIVE PROGRAM FOR THE POLICE DEPARTMENT IN AN AMOUNT OF \$11,966.64 WITH A CITY CASH MATCH OF \$2991.90 FOR OVERTIME AND FRINGE BENEFITS.

WHEREAS, the City Council of the City of Ingleside, Texas, recognizes that the establishment, development, and maintenance of a program of traffic safety in the State is a vital government purpose and function of the State and its legal and political subdivisions; and

WHEREAS, funds have been established made available and awarded through the Texas Department of Transportation for grants to local governments for traffic safety projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS, THAT:

Section 1: The City Manager or designee is authorized to execute all documents necessary to accept a grant from the State of Texas, Department of Transportation for the FY2026 STEP-Comprehensive program for the Police Department in an amount of \$11,966.64 with a city cash match of \$2,991.90 for overtime and fringe benefits with funding available from the General Fund.

Section Two: That \$14,958.54 from the State of Texas, Department of Transportation is appropriated in the Fund 25 Grants Fund for the FY2026 STEP Comprehensive Program.

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 13

Deliberate and take appropriate action on the purchase of three (3) police patrol vehicles and equipment as appropriated in the 2025-2026 Fiscal Year Budget and purchased through TIPS Contract 240901 and Buy Board Contract #698-23, respectively.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Police Department requires patrol vehicles to replace its aging cars, which have exceeded their mechanical limits. The Ingleside Police Department requested, the City Manager recommended, and the City Council approved purchasing (3) patrol vehicles for the Police Department for patrol use for FY26. These (3) new patrol units will replace (3) older patrol units that are old and have high mileage and constantly have mechanical issues. Those three older vehicles will be taken out of patrol service. The (3) patrol vehicles, equipped with lights, cages, and other police equipment, will cost \$192,091.50. An additional cost for specialty installation, push bumper, safety lights, and radar unit, including the transfer of an existing dash camera, radio, etc., will be billed separately on a local vendor's invoice for \$8,835.54 **per unit**, totaling \$26,506.62. These (3) patrol vehicles will be purchased from Silsbee Ford, TIPS Contract 240901, and the equipment purchased and installed by Dana Safety Supply, Buy Board Contract #698-23. The equipment comes with a lifetime warranty on labor, and a 5-year warranty covers the electronic components. The total cost for both invoices is \$218,598.12, with the units being ready for service by the end of November 2025.

FISCAL ANALYSIS:

The proposed purchase of the vehicles and equipment has been budgeted at \$286,600 in Fund 32. The total cost of the purchase of the units with equipment is \$218,598.12. Attached are the quotes detailing the vehicle's cost, as well as the cost of DANA Supplies pre-build and additional equipment. The vendor is Silsbee Ford, TIPS Contract 240901, with supplies provided by DANA Safety, BuyBoard Contract 698-23.

RECOMMENDATION:

Staff requests authorization to purchase (3) patrol vehicles and equipment totaling \$218,598.12

ATTACHMENTS:

1. APPROVED SO-595267-INGLESIDE ADDITION EQUIPMENT

2. (3) SQ-595265-INGLESIDE 25 PIU (WHITE) PREBUILD SPECS
3. 2025 Ford PIU v3
4. Copy of INGLESIDE PD PATROL WITH LIGHT BAR K8A PIU GAS 2025 PRE BUILD white TIPS 093025

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-847-8762

Sales Order No.	595267-C
Customer No.	INGLESIDE

Bill To
INGLESIDE POLICE DEPARTMENT 2425 8TH STREET INGLESIDE, TX 78362 United States

Ship To
(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266

Contact: CHIEF MOLINA
Telephone: 361-238-9828

E-mail: mmolina@inglesidetx.gov;inglesidetx.gov

Contact: HOUSTON YARBERRY
Telephone: 210-868-3753

E-mail: HYARBERRY@DANASAFETYSUPPLY.COM

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/02/25	Ground		QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO BUYBOARD#689-23 Warehouse: SANA		0.0000	0.00
3	3	N	INFO ADDITION EQUIPMENT FOR PREBUILD Warehouse: SANA		0.0000	0.00
1	1	N	INFO * FRONT * Warehouse: SANA		0.0000	0.00
3	3	Y	36-2125 WESTIN PUSH BUMPER ELITE, 20-25 FORD PIU Warehouse: SANA		378.5000	1,135.50
3	3	Y	36-6005SMP4 Westin Elite 23.5" 4-Light Channel mpower HD Warehouse: SANA		42.6000	127.80
3	3	Y	PBH45 CODE 3 PUSH BUMPER CORNER BRACKETS (horizontal) Warehouse: SANA APPLICATION: XTP3/XTP4, MR6, M180S, Mega Thin - Push Bumper, Horizontal - Universal		122.0000	366.00

Print Date	10/02/25
Print Time	06:13:44 PM
Page No.	1

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Continued on Next Page

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10/02/25	Ground		QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
12	12	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: SANA mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White		140.6700	1,688.04
6	6	Y	MOUNT IN LIGHT CHANNEL EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: SANA mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White		140.6700	844.02
1	1	N	MOUNT ON CODE 3 BRASKETS ON VERTICAL ARM OF PUSH BUMPER INFO * SIDE * Warehouse: SANA		0.0000	0.00
6	6	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: SANA		198.2700	1,189.62

Print Date	10/02/25
Print Time	06:13:44 PM
Page No.	2

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Continued on Next Page

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10/02/25	Ground		QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	PMP2BKUMB8-D SOI UNDER MIRROR MOUNT BRACKET KIT, DRIVER, 2025 Warehouse: SANA Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side		22.0000	66.00
3	3	Y	PMP2BKUMB8-P SOI UNDER MIRROR MOUNT BRACKET KIT, PASS., 2025 PIU Warehouse: SANA Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side		22.0000	66.00
6	6	Y	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: SANA SL Running Light, 61" - 5 Module, Tricolor Red/Blue/White		338.5700	2,031.42
6	6	Y	NEW BLUEPRINT SL RUNNING LIGHT PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: SANA		29.9500	179.70
9	9	N	INFO * DOME LIGHTS * Warehouse: SANA		0.0000	0.00

Print Date	10/02/25
Print Time	06:13:44 PM
Page No.	3

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Continued on Next Page

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10/02/25	Ground		QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: SANA obSERVE+ Dome Light - 3" Round, Dual Color - Red/White MOUNT 1 ABOVE CENTER CONSOLE		65.5100	589.59
1	1	N	MOUNT 2 IN REAR HATCH INFO * REAR * Warehouse: SANA		0.0000	0.00
6	6	Y	EMPS2STS4J SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU Warehouse: SANA mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue		137.4500	824.70
1	1	N	MOUNTED IN REAR HATCH TO BE VISIBLE WHEN LIFTGATE IS OPEN INFO * STALKER RADAR * Warehouse: SANA		0.0000	0.00

Print Date	10/02/25
Print Time	06:13:44 PM
Page No.	4

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Continued on Next Page

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4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-847-8762

Sales Order No.	595267-C
Customer No.	INGLESIDE

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10/02/25	Ground		QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: SANA END USER: INGLESIDE PD		3,093.3300	9,279.99
3	3	Y	MAKE YEAR & MODEL: 2025 FORD PIU 155-2211-00 STALKER REMOTE DISPLAY INTRCONNECT CABLE Warehouse: SANA		95.0000	285.00
1	1	N	INFO * MISC ITEMS * Warehouse: SANA		0.0000	0.00
3	3	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: SANA		50.0000	150.00
3	3	N	INFO CUSTOMER SUPPLIED ITEMS Warehouse: SANA AXON CAMERA SYSTEM RADIO-harris 2 piece Mount radio speaker on the outside (passenger side) of console		0.0000	0.00

Print Date	10/02/25
Print Time	06:13:44 PM
Page No.	5

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Continued on Next Page

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10/02/25	Ground			QUOTED FREIGHT	EMAIL APPROVAL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
HOUSTON YARBERRY			HOUSTON YARBERRY SAN		CHIELF MOLINA		
Order Quantity	Open Quantity	Tax	Item Number / Description			Unit Price	Extended Price
3	3	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			250.0000	750.00
3	3	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA			1,950.0000	5,850.00

Print Date Print Time Page No.	10/02/25 06:13:44 PM 6	Amount Shipped	0.00	Subtotal	25,423.38
		Open Order	25,423.38	Freight	675.00
				Order Total	26,098.38

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	595265
Customer No.	SILSBEE

Bill To
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO** **NEED ONLY ONE INVOICE PER SO** SILSBEE, TX 77656

Ship To
(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266

Contact: SETH GAMBLIN
Telephone: 512-436-1313
E-mail: sgamblinsilbsfleet@gmail.com

Contact: HOUSTON YARBERRY
Telephone: 210-868-3753
E-mail: HAYRBERRY@DANASAFETYSUPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
09/23/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
HOUSTON YARBERRY			HOUSTON YARBERRY SAN		SETH GAMBLIN		17605331440
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO BUYBOARD# 698-23 Warehouse: SANA			0.0000	0.00
1	1	N	INFO INGLESIDE POLICE DEPARTMENT Warehouse: SANA			0.0000	0.00
0	0	N	INFO PIU - PATROL Warehouse: SANA (3) WHITE PATROL PIU			0.0000	0.00
3	3	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: SANA			12,620.0000	37,860.00
3	3	Y	EB2SP3JX Delivery Info: TRANS/HOUS WEC, LEGACY LBAR, WCX, 54", D/E/D/E, +SMOKE, PROMO Warehouse: SANA SMOKED LENS			0.0000	0.00
3	3	Y	STPKT105 Delivery Info: TRANS/HOUS WEC STRAPKIT 105 Warehouse: SANA			0.0000	0.00
3	3	Y	CCP Delivery Info: TRANS/LOSA WEC CORE CONTROL POINT Warehouse: SANA			0.0000	0.00

Print Date	09/23/25
Print Time	05:56:56 PM
Page No.	1

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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	595265
Customer No.	SILSBEE

Bill To
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656

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(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266

Contact: SETH GAMBLIN
Telephone: 512-436-1313
E-mail: sgamblinsilsbeefleet@gmail.com

Contact: HOUSTON YARBERRY
Telephone: 210-868-3753
E-mail: HAYRBERRY@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		SETH GAMBLIN	17605331440	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	CCSRNT5 Delivery Info: TRANS/OKLA WHELEN CARBIDE SIREN W/CANPORT & T/A Warehouse: SANA		0.0000	0.00
3	3	Y	CANCTL6 Delivery Info: TRANS/RROC WEC CANTROL REMOTE ROTARY SWITCH CONTROL HEA ONLY Warehouse: SANA p/n # 01-0687496-01C NO CHARGE IF ORDERED WITH CENCOM CARBIDE AMP *****		0.0000	0.00
3	3	Y	JS-100 Delivery Info: TRANS/JACK BI 100W compact siren speaker w/ L Bracket - 11 Ohms Warehouse: SANA Replaces LS-100		0.0000	0.00
3	3	Y	MCRNTR Delivery Info: TRANS/LOSA WEC, MICRON STUD MOUNT, RED Warehouse: SANA MOUNT IN GRILL AREA - DRIVER'S SIDE		0.0000	0.00
3	3	Y	MCRNTB Delivery Info: GBKO/LORT WEC, MICRON STUD MOUNT, BLUE Warehouse: SANA MOUNT IN GRILL AREA - PASSENGER'S SIDE		0.0000	0.00

Print Date	09/23/25
Print Time	05:56:56 PM
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Entered By		Salesperson		Ordered By	Resale Number	
HOUSTON YARBERRY		HOUSTON YARBERRY SAN		SETH GAMBLIN	17605331440	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
12	12	Y	WEC-VTX609C Delivery Info: ON HAND WEC, VERTEX, OMNI-DIRECTIONAL, WHITE Warehouse: SANA MOUNT IN HEADLIGHTS AND TAILLIGHTS		0.0000	0.00
12	12	Y	WEC-VTXADAPT Delivery Info: 694781 WEC VERTEX TWIST-IN ADAPTER KIT Warehouse: SANA		0.0000	0.00
6	6	Y	TLI2DX Delivery Info: TRANS/FTWO WEC, ION T-SERIES LINEAR, RED/WHT, + SMOKE, DUO Warehouse: SANA MOUNT (1) IN REAR CARGO WINDOWS - DRIVER'S SIDE W/ BKTS. MOUNT (1) IN REAR CARGO DOOR LIP AREA - DRIVER'S SIDE		0.0000	0.00
6	6	Y	TLI2EX Delivery Info: TRANS/OKLA WEC, ION T-SERIES LINEAR, BLU/WHT, +SMOKE, DUO Warehouse: SANA MOUNT (1) IN REAR CARGO WINDOWS - PASSENGER'S SIDE W/ BKTS. MOUNT (1) IN REAR CARGO DOOR LIP AREA - PASSENGER'S SIDE		0.0000	0.00
6	6	Y	TIONBKT1 Delivery Info: 694781 WEC ION T-SERIES UNIVERSAL MOUNTING BRACKET Warehouse: SANA		0.0000	0.00

Print Date	09/23/25
Print Time	05:56:56 PM
Page No.	3

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Continued on Next Page

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(For Pickup)
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Entered By			Salesperson	Ordered By	Resale Number	
HOUSTON YARBERRY			HOUSTON YARBERRY SAN	SETH GAMBLIN	17605331440	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	WEC-OEWS50-RB Delivery Info: TRANS/LORT WEC, O-E, REAR, 2020-23 PIU, RED/BLUE, SOLO Warehouse: SANA Six Lamp Warning, Two Piece, For Ford Police Interceptor Utility 2020-2023, Requires Six SOLO™ OEION* Lightheads 7170-0734-01 Delivery Info: 692557 GJ, CONSOLE PKG, 2020-24 PIU, RMK TAB, 18" Warehouse: SANA NO ADDITIONAL MOUNTING HARDWARE NECESSARY, MOUNTS DIRECTLY TO VEHICLE. INCLUDES THE 7160-1446 CONSOLE, THE 7160-0846 INTERNAL CUP HOLDER, & THE 7160-0429 REAR MOUNTED ARMREST. PACKAGE INCLUDES THE FOLLOWING EQUIPMENT BRACKETS --- 1) 7160-0339 1) 1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALL. ***** *****		0.0000	0.00
3	3	Y	GK10301S1U Delivery Info: TRANS/LOSA SMC T-RAIL DUAL WEAPON MT - 1 STD & 1 UNIV Warehouse: SANA Dual T-Rail Mount 1 Small 1 Universal XL With #2 Key Override		0.0000	0.00

Print Date	09/23/25
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 NEED ONLY ONE INVOICE PER SO
 NEED ONLY ONE INVOICE PER SO
 SILSBEE, TX 77656

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Creek Drive
 San Antonio, TX 78266

Contact: SETH GAMBLIN
Telephone: 512-436-1313
E-mail: sgamblinsilsbeefleet@gmail.com

Contact: HOUSTON YARBERRY
Telephone: 210-868-3753
E-mail: HAYRBERRY@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
HOUSTON YARBERRY			HOUSTON YARBERRY SAN	SETH GAMBLIN	17605331440	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	PK1126ITU20TM Delivery Info: 692553 SMC #10XL C Horizontal Sliding Window Warehouse: SANA Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)		0.0000	0.00
3	3	Y	QK0635ITU25 Delivery Info: 692553 SMC FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC Warehouse: SANA		0.0000	0.00
3	3	Y	WK0514ITU20 Delivery Info: 692553 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: SANA		0.0000	0.00
3	3	Y	32836 Delivery Info: 694790 LAIRD (TES) MB8UMI 3/4" BRASS MT, COAX W/MINI-USB CON Warehouse: SANA LAIRD # MB8UMI 3/4 " BRASS PERMANENT MOUNT ANTENNA BASE WITH 17' OF RG58/U COAX CABLE WITH AN INSTALLED MINI UHF CONNECTOR. *****		0.0000	0.00
3	3	Y	4703-150B Delivery Info: 692614 EGIS Thermal Circuit Breaker 150 A, Surface Mount Warehouse: SANA Circuit Breaker, Surface Mount, 150 Amp		0.0000	0.00

Print Date	09/23/25
Print Time	05:56:56 PM
Page No.	5

Printed By: HOUSTON YARBERRY

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	595265
Customer No.	SILSBEE

Bill To

SILSBEE FORD FLEET GROUP
 NEED ONLY ONE INVOICE PER SO#
 NEED ONLY ONE INVOICE PER SO#
 SILSBEE, TX 77656

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Creek Drive
 San Antonio, TX 78266

Contact: SETH GAMBLIN
Telephone: 512-436-1313
E-mail: sgamblinsilbsfleet@gmail.com

Contact: HOUSTON YARBERRY
Telephone: 210-868-3753
E-mail: HAYRBERRY@DANASAFETYSUPPLY.COM

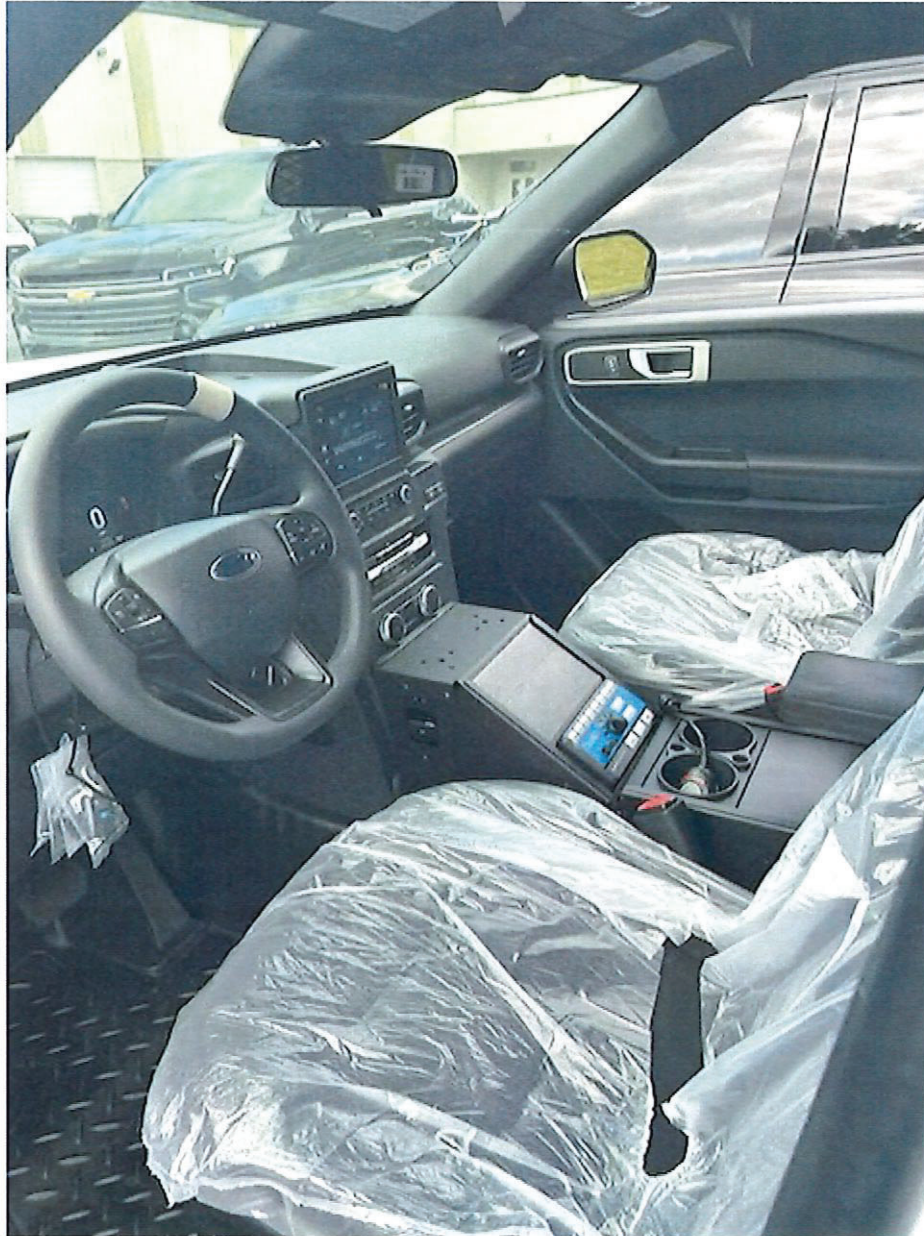
Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
HOUSTON YARBERRY			HOUSTON YARBERRY SAN	SETH GAMBLIN		17605331440
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	Y	PDP-13 Delivery Info: TRANS/JACK BI POWER DISTRIBUTION PANEL W/ FUSES Warehouse: SANA		0.0000	0.00
3	3	Y	replacement EGIS 2601B INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		0.0000	0.00
3	3	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA		0.0000	0.00
(10) 2025 PIU (PATROL)						
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	09/23/25
Print Time	05:56:56 PM
Page No.	6

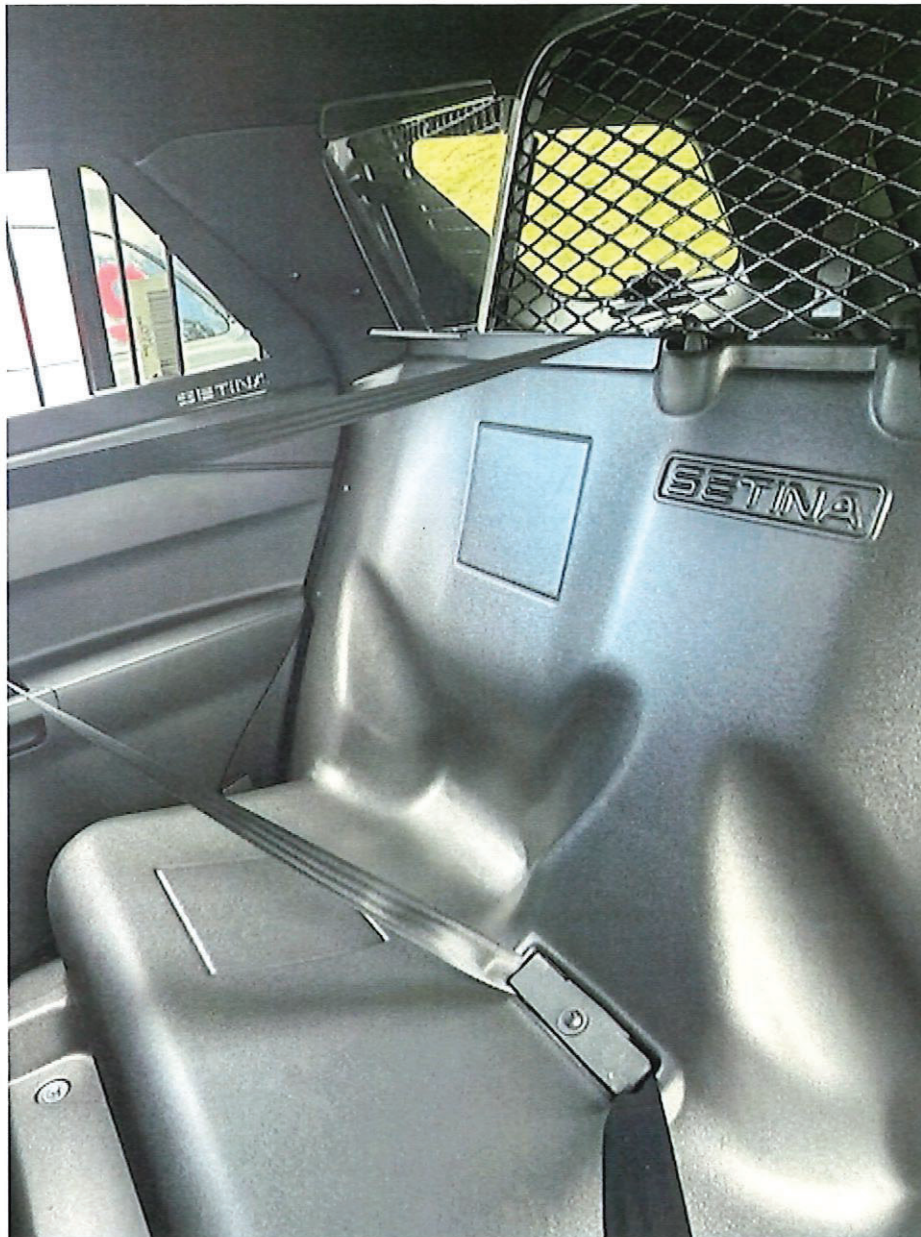
Printed By: HOUSTON YARBERRY

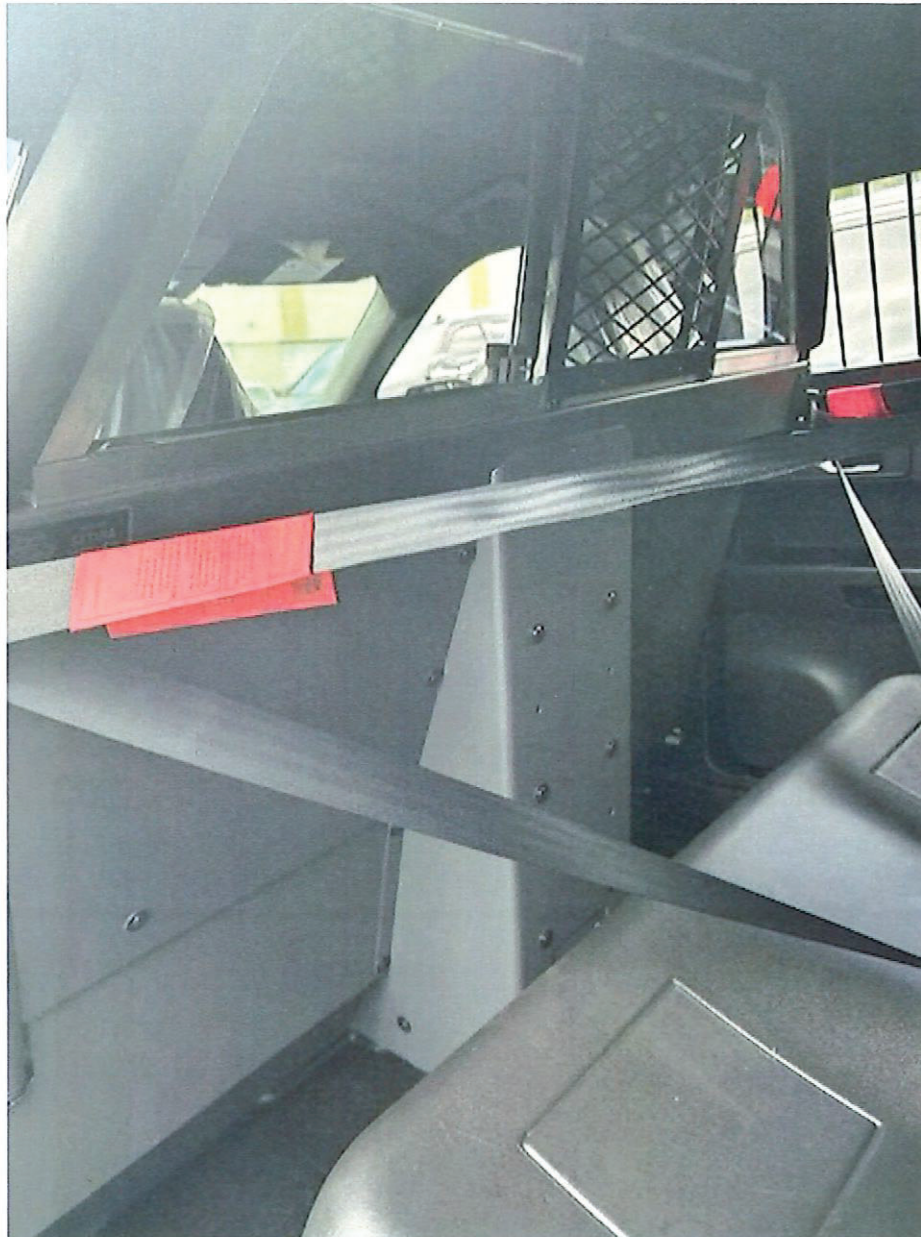
Subtotal	37,860.00
Freight	0.00
Order Total	37,860.00

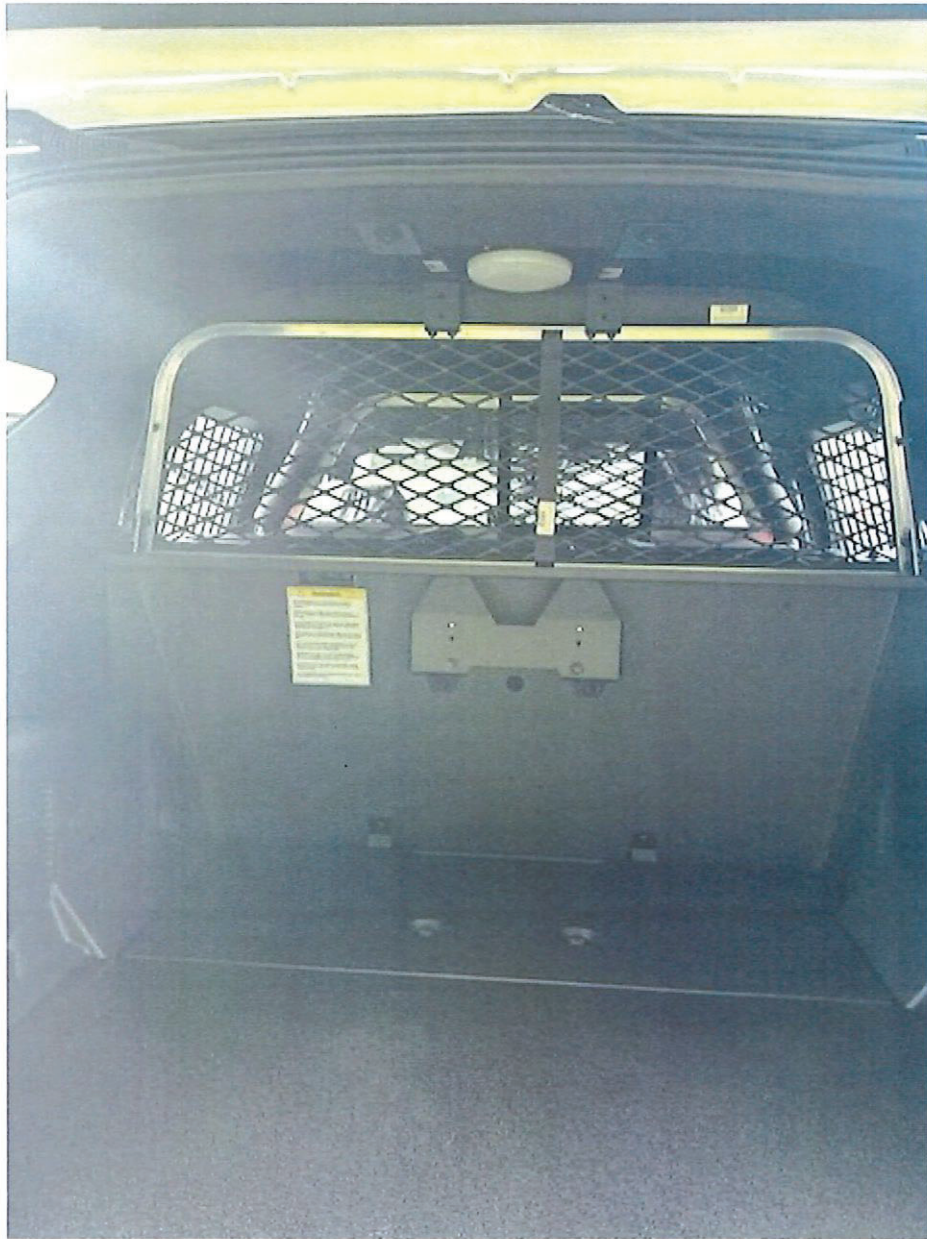






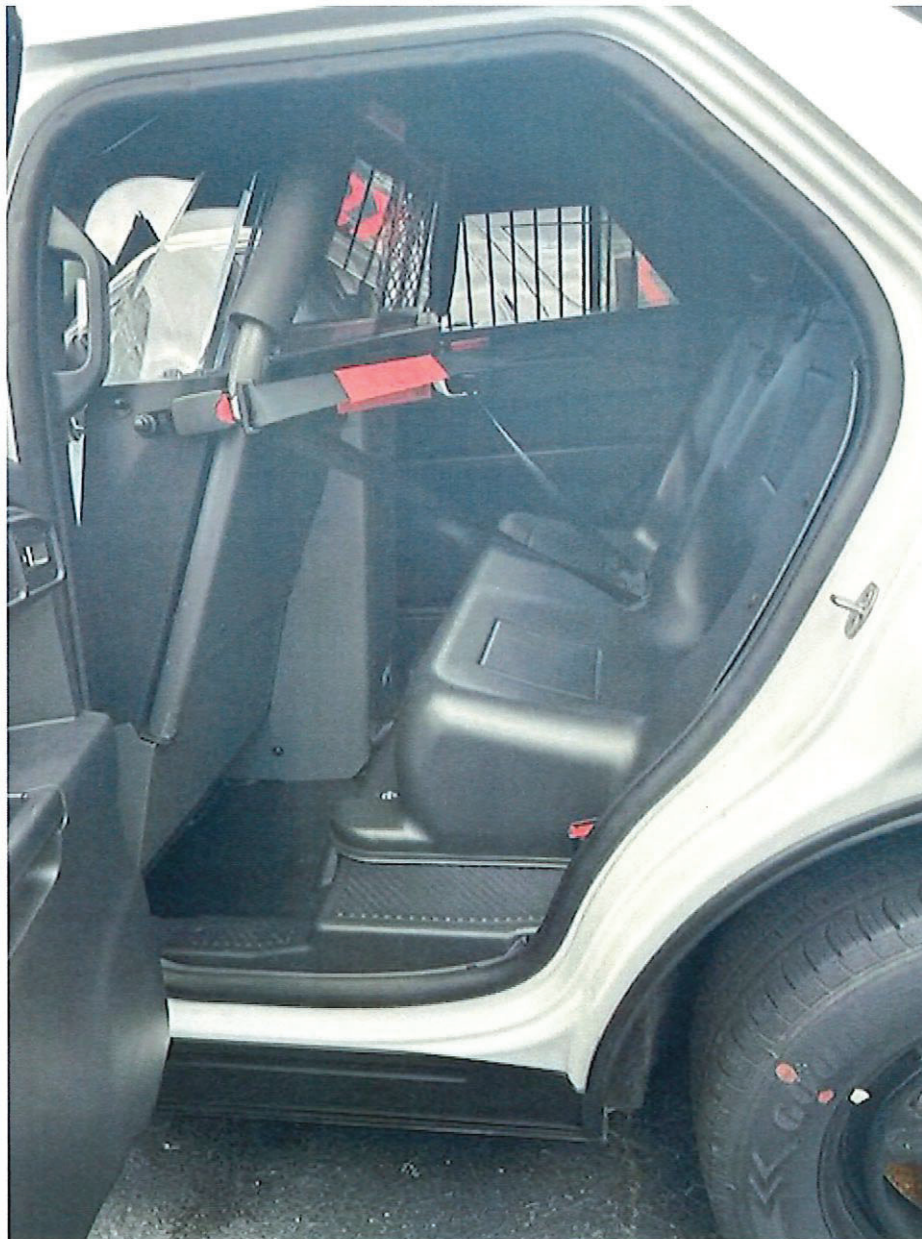














PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: INGLESIDE PD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: sgamblin.silsbeefleet@gmail.com

Product Description: FORD POLICE INTERCEPTOR UTILITY

Date: September 30, 2025

A. Bid Item: _____

A. Base Price: \$ **47,395.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2025 FORD PIU				
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$ 1,995.00			
86T	TAIL LAMP/POLICE HOUSING	inc			
17A	AUX AIR	inc			
55F	KEY FOB	inc			
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	inc			
61B	OBD-II SPLITTER	inc			
51R	LEFTHAND LED SPOT LED	\$ 495.00			

Total of B. Published Options: \$ **2,490.00**

Published Option Discount (5%) \$ **(124.50)**

C. Unpublished Options

\$= 25.6 %

Description	Bid Price	Options	Bid Price
		EXTERIOR-WHITE	
DANA INSTALL 563163	\$ 12,770.00	INTERIOR- 9W	
PATROL PACKAGE WITH LIGHTBAR			
		DANA PRE BUILT UNIT* READY TO ROLL!	

Total of C. Unpublished Options: \$ **12,770.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

G. Additional Delivery Charge: 750

\$ **1,500.00**

H. Subtotal:

\$ **64,030.50**

I. Quantity Ordered 3 x H =

\$ **192,091.50**

J. Trade in:

\$ -

K.

L. Total Purchase Price

\$ **192,091.50**

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 14

Deliberate and take appropriate action on a Resolution authorizing the City of Ingleside, TX, to accept a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division in an amount of \$31,104.90 to purchase a (UTV) Utility Terrain Vehicle under a grant for FY 2026.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside has been awarded grant funding from the Office of the Governor, Public Safety Office, Criminal Justice Division, for \$30,104.90, to equip the Ingleside Police Department with a Utility Terrain Vehicle (UTV). This UTV will enhance public safety and security in remote and difficult-to-access areas of the city, which are currently underserved by standard patrol vehicles. It is particularly beneficial for navigating rugged terrain, remote trails, and isolated locations in and around industrial buffer zones and city parks.

FISCAL ANALYSIS:

No match funds are required for this grant.

RECOMMENDATION:

Staff recommends approval of a Resolution to accept grant funds from the Office of the Governor, Public Safety Office, Criminal Justice Division for an amount of \$30,104.90.

ATTACHMENTS:

1. 2025-10-27-Resolution - UTV State Grant v2

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY OF INGLESIDE, TEXAS,
AUTHORIZING ACCEPTANCE OF A GRANT FROM THE OFFICE OF
THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE
DIVISION, FOR \$31,104.90 FOR THE PURCHASE OF A UTV (UTILITY
TERRAIN VEHICLE FOR THE POLICE DEPARTMENT WITH NO
CASH MATCH.**

WHEREAS, the City of Ingleside Police Department has been awarded a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for \$30,104.90 for the purchase of a Utility Terrain Vehicle (UTV); and

WHEREAS, the UTV will enhance the department's ability to respond to emergencies, patrol off-road areas, and support community policing efforts; and

WHEREAS, the City Council finds that accepting the grant is in the best interest of the city and will improve public safety services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS, THAT:

Section 1: That the City Council hereby accepts the grant from the Office of the Governor, Public Safety Office, Criminal Justice Division, for \$30,104.90 for the purchase of a Utility Terrain Vehicle (UTV) for the Police Department.

Section 2: The City Manager is authorized to execute all necessary documents related to the acceptance and administration of the grant.

Section 3: That this Resolution shall take effect immediately upon its passage.

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 15

Deliberate and take appropriate action on the purchase of a (UTV) Polaris Ranger 1000 for the police department with grant funds awarded by the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2026.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside has been awarded grant funding from the Office of the Governor, Public Safety Office, Criminal Justice Division, for \$30,104.90, to equip the Ingleside Police Department with a Utility Terrain Vehicle (UTV). This UTV will enhance public safety and security in remote and difficult-to-access areas of the city, which are currently underserved by standard patrol vehicles. It is particularly beneficial for navigating rugged terrain, remote trails, and isolated locations in and around industrial buffer zones and city parks. Three (3) quotes were obtained as follows: Corpus Christi Cycle Plaza-**\$23,899.00**, Tuttle Outdoor Power-**\$26,728.00**, and Neessen Outdoors-**\$24,999.00**. With the purchase of this (UTV), additional equipment of a windshield, tire sealer, and a white 10" lightbar on the bumper will be installed for a total quote price of **\$26,466.94**.

FISCAL ANALYSIS:

The proposed purchase of the UTV and equipment will be funded from the Grant Fund for **\$26,466.94**. Attached are the three (3) quotes detailing the (UTV) cost.

RECOMMENDATION:

Staff requests authorization to purchase the Polaris Ranger 1000 UTV and equipment totaling **\$26,466.94** from Corpus Christi Cycle Plaza.

ATTACHMENTS:

1. Ingleside PD Ranger
2. QUOTE MARTIN MOLINA 2026 RANGER CREW XP1000 TEXAS
3. Neessen Outdoors_IPD Polaris Quote v2

Corpus Christi Cycle Plaza
 2937 S. Padre Island Dr.
 Corpus Christi TX 78415
 Phone: 361-852-7368 Fax: 361-851-2460

Ingleside Police Department

PURCHASE AGREEMENT

Date 10/03/2025

Deal No.

Salesperson Todd Mickle

Lienholder NONE

Ingleside TX 78362

H 3612389828 C 3612389828

Email mmolina@inglesidetx.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2026	POLARIS	R26RSE99A9	4XARSE997T8224895	224895	\$23,899.00

Options:

Tip Up Glass Windshield	\$1,511.99	D	Dealer Unit Price	\$23,899.00
10 " Light Bar	\$226.99	D	Factory Options	\$0.00
Four wheel tire sealant	\$196.96	D	Added Accessories	\$2,334.94
Install Windshield	\$149.00	D	Freight	\$0.00
Install Light bar	\$250.00	D	Dealer Prep	\$0.00

Cash Price	\$26,233.94
Trade Allowance	\$0.00
Payoff	\$0.00

Notes:

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$26,233.94
Sales Tax	\$0.00
Title/License/Registration Fees	\$33.00
Document or Administration Fees	\$200.00
Manufacturer Rebate	\$0.00
	\$0.00

Total Other Charges	\$233.00
Sub Total (Net Sale + Other Charges)	\$26,466.94
Cash Down Payment	\$0.00

Trade Information

Amount to Pay/Finance	\$26,466.94
------------------------------	-------------

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handing documents relating to sale. This notice is required by law.

DISCLAIMER OF WARRANTIES: Any warranties on the products purchased are those made by the manufacturer. Seller disclaims all warranties, either express or implied.

AGREEMENT TO ARBITRATE: Buyer agrees that any claim against seller shall be brought by finding arbitration in Nueces County, Texas under the aspires of the American Arbitration Association. .

DAMAGE LIMITATION: Buyer agrees that Seller shall not be liable for consequential or punitive damages..

Buyer's Signature _____ Dealer Signature _____

Co-Buyer's Signature _____

Thank You for Your Business!

POLARIS
KAWASAKI
GRAVELY
SCAG



CUB CADET
STIHL
ECHO

110194 IH 37 PLEASANTON TX 78064

830-742-3515 | 830-570-6602

NAME	MARTIN MOLINA		10/3/2025 15:30
EMAIL	mmolina@inglesidetx.gov		
PHONE #			
MAKE	DESCRIPTION	MODEL/PART#	PRICE
POLARIS	2026 RANGER CREW XP 1000 TEXAS EDITION - BLACK CRYSTAL	R26RSF99AL	\$ 26,728.00
RIGID	10" FLOOD LIGHT BAR W/ HARNESS AND INSTALL		\$ 638.09
POLARIS	GLASS TIP-OUT WINDSHIELD W/ INSTALL		\$ 1,647.49
ISEAL	2 GALLONS OF TIRE SEALANT W/ INSTALL		\$ 197.26
	FREE TIRE SEALANT		\$ (197.26)
	FREE LIGHTBAR INSTALL		\$ (165.00)
		Sub-Total	\$ 28,848.58
	TITLE FEE	Dmv	\$ 33.00
		Mvit	\$ 33.44
	DOCUMENT	Doc Fee	\$ 150.00
		TAX	\$ 1,957.40
		TOTAL	\$ 31,022.42

ESTIMATE GOOD FOR 14 DAYS

TATEN TURANY
(830)570-6602

Neessen Outdoors

2201 N. US Hwy 77

Kingsville TX 78363

(361) 355-9232

INGLESIDE POLICE DEPARTMENT

Buyer's Order

Date

Deal No.

Salesperson Isaac Cantu

Lienholder Polaris Acceptance

H

W

C 3612389828

Email

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2026	Polaris	RGR-26 1K XP TX	4XARSF996T8287430	P3546	\$24,999.00

Options:

REAR VIEW MIRROR

\$55.99 D

INSTALL REAR VIEW MIRROR

\$0.00 D

ASSEMBLY

\$0.00 D

TIRE SEALANT

\$150.00 D

INSTALL LED LIGHT BAR FRONT BUMPER 10IN

\$589.98 D

INSTALL POLY BASE WINDSHIELD

\$552.49 D

Dealer Unit Price

\$24,999.00

Factory Options

\$0.00

Added Accessories

\$1,348.46

Freight

\$495.00

Dealer Prep

\$0.00

Assembly Fee

\$598.00

Title Fee

\$33.00

Logistics Surcharge

\$500.00

Discounts

(\$2,000.00)

Cash Price

\$25,973.46

Trade Allowance

\$0.00

Payoff

\$0.00

Net Trade

\$0.00

Net Sale (Cash Price - Net Trade)

\$25,973.46

Sales Tax

\$65.24

Title/License/Registration Fees

\$0.00

Document or Administration Fees

\$200.00

\$0.00

\$0.00

Total Other Charges

\$265.24

Sub Total (Net Sale + Other Charges)

\$26,238.70

Cash Down Payment

\$0.00

Amount to Pay/Finance

\$26,238.70

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature

Dealer Signature

Thank You for Your Business!

CITY COUNCIL AGENDA
Regular Meeting: October 27, 2025

AGENDA ITEM: 16

Deliberate and take appropriate action on a Special Event Permit request from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament to be held on March 7th and 8th, 2026.

SUBMITTED BY: Paul Pulley, Assistant Parks & Recreation Director

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Ingleside Chamber of Commerce has requested the use of Live Oak Park Disc Golf course March 7 and 8, 2026 to hold a disc golf tournament. They are requesting the use of both the Red and Gold disc golf courses. Ingleside Chamber of Commerce is working with Third Coast Disc Golf to hold the tournament.

FISCAL ANALYSIS:

Ingleside Chamber of Commerce has requested the use of HOT funds.

RECOMMENDATION:

Staff recommends approval of this permit application.

ATTACHMENTS:

1. 2026 DISC GOLF TOURNAMENT

City of Ingleside

Special Event Permit

Name of Organization: Ingleside Chamber Non-Profit? Yes ☒ No ☐
Your Name: Kortney Floyd HOT Fund Application? Yes ☒ No ☐
Address: 2809 Main St. City Ingleside Zip 78362
Phone (include area code): 361-776-2904 Email: ingchamber4@gmail.com
Name of Event: And Annual Gold Rush Date of Event: March 7 & 8
Estimated Attendance: 250-500

Facility Requested:

- ☐ Cove Park
- ☐ Faith Park:
☐ Garden Center ☐ Dixie Diegel Fields ☐ Other _____
- ☐ Humble Community Center
- ☒ Live Oak Park:
☒ Disc Golf ☐ Tennis Courts ☐ Bennie Diegel Fields
☐ Other: _____
- ☐ N.O. Simmons Park:
☐ Basketball Pavilion ☐ Parking Lot ☐ Picnic Pavilion
☐ Soccer Fields ☐ Football Fields ☐ Other: _____
- ☐ Whitney Lake Park

Special Requests:

- ☐ Handwashing Stations ☐ Ticket Booths ☐ Trash Receptacles ☐ Barricades
☐ Move Soccer goals ☐ Temporary Fencing ☐ Electricity ☐ Water

Special Use Activities (check all that apply):

- ☐ Extended Hours of Park Operation
☐ Overnight Camping
☐ Sale and/or Consumption of Intoxicating Beverages (limit of 48 hours)
☐ Street and/or Sidewalk Closure
☒ Other: use of both courses

Specific time special use activity will take place: both days 7am-7:00pm

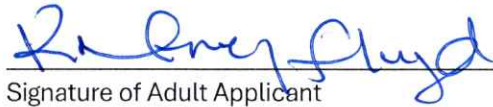
Indicate set-up and take-down times: 7am-7:pm

Applicant Initial KF

City of Ingleside

It is understood that the renter/user of Ingleside community facilities at all times indemnify, defend, and hold harmless the City of Ingleside, Texas, its officers, employees and contractors from and against any and all claims, damages, losses and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Ingleside facilities. You will be responsible for cleanup and any damage incurred by your event.

NOTE: The permittee shall be responsible for returning the park's grounds to their original state.

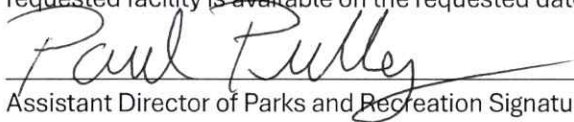


Signature of Adult Applicant

10-8-2025
Date:

Verification Section:

Applicant must obtain the signature of the Assistant Director of Parks and Recreation to confirm the requested facility is available on the requested date/time.



Assistant Director of Parks and Recreation Signature

10-13-25
Date:

This Special Event Permit was authorized by the City Council on the _____ day of _____.

Note: If signed by the mayor, this document authorizes the Special Event Permit. Additional contracts may be necessary based on the facility selected. Contact the Assistant Director of Parks and Recreation to verify.

Mayor Signature

Date:

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 17

Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament in the amount of \$20,000 for their event to be held March 7th and 8th, 2026.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Chamber of Commerce is requesting HOT funds, in the amount of \$20,000, to hold the 2nd Annual Gold Rush Disc Golf Tournament scheduled for March 7th and 8th, 2026. The event will promote and showcase the Ingleside Disc Golf Course and attract sport enthusiasts from across the state of Texas and beyond.

All applicants were advised that HOT funds are on a **reimbursement basis**, and all receipts must be turned in for a full review. Approval of the requested funds does not guarantee that the applicant will receive all approved funds. Any reimbursement request for expenses that is **ineligible** under the Code of Ordinances, Chapter 58 Taxation, Article IV - Hotel Motel Occupancy Tax, Section 58-77 Disposition of Revenue, will be denied.

FISCAL ANALYSIS:

\$20,000 HOT Funds

RECOMMENDATION:

Staff recommends the City Council approve the HOT fund request as submitted.

ATTACHMENTS:

1. Ingleside Disc Golf Tournament Documents

City of Ingleside
FY 2025-2026 Proposed
Hotel Occupancy Tax (HOT)
Funding Request

Ingleside Chamber of Commerce & Visitor Center

Ingleside Disc Golf Tournament
Event Location: Live Oak Park
HOT Fund Request \$20,000



City of Ingleside
Hotel Occupancy Tax (HOT)
HOT Fund Application Review
2026

Review Guidelines

The Texas Hotel Occupancy Tax (HOT) is levied on the cost of hotel rooms and related services in Texas. Funds collected from this tax are earmarked for specific purposes, primarily promoting tourism and the hotel industry. The review process for projects seeking HOT funding will follow the following guidelines:

Application review and quantifying impact and justification

Applications are submitted detailing their project, goals, costs, and alignment with HOT revenue uses. Applications are reviewed for completeness and eligibility, ensuring they promote tourism and the lodging industry. Initial evaluation confirms proposed expenditures are within the authorized categories in Chapter 351.101 of the Texas Tax Code, such as advertising, arts, historical preservation, and signage.

All applicants were advised that HOT funds are on a **reimbursement basis**, and all receipts must be turned in for a full review. Approval of the requested funds does not guarantee that the applicant will receive all approved funds. Any reimbursement request for expenses that are **ineligible** under the Code of Ordinances, Chapter 58 Taxation, Article IV - Hotel Motel Occupancy Tax, Section 58-77 Disposition of Revenue, will be denied.



HOTEL OCCUPANCY TAX HOT TAX FUNDING

GUIDELINES & CITY POLICY

APPLICATION FORM

POST EVENT REPORT

Revised 2/10/23

HOTEL OCCUPANCY TAX USE GUIDELINES

State Law: By law of the State of Texas, the City of Ingleside collects a Hotel Occupancy Tax (HOT) from hotels, motels, bed & breakfasts, and short-term rentals. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention hotel industry. Chapter 351 of the Tax Code states that the use of HOT funds is limited to:

- a. **Convention centers and visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention facilities or visitor information centers, or both
- b. **Registration of convention delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- c. **Advertising, solicitations, and promotions that directly promote tourism and the hotel and convention industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.
- d. **Promotions of the arts that directly promote tourism and the hotel and convention industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e. **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f. **Sporting event expenses that substantially increase economic activity at hotels:** Expenses including promotional expenses directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity.
- g. **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. The commercial center of the city;
 - 2. A convention center in the city;
 - 3. Other hotels in or near the city; or
 - 4. Tourist attractions in or near the city.

The law specifically prohibits the use of local hotel tax to cover the costs for general city transit costs to transport the general public.
- h. **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

CITY POLICY

Mission Statement of the City of Ingleside: The City of Ingleside seeks to increase hotel/ motel occupancy by promoting the City of Ingleside, all its tourism assets, and supporting local events.

City Policy: To provide a unified understanding of the funding criteria between the applicant and City Council, the following guidelines will apply:

- a. Preference will be given to those requests which will be able to increase hotel occupancy.
- b. The City of Ingleside accepts applications from groups and businesses whose program fits into one or more of the above categories.
- c. The intent of the program is to provide funding for an event to help advertise and promote events increasing hotel occupancy.
- d. Continued funding in subsequent years of an event or tourism asset may be considered but should be in an amount commensurate with the anticipated return to the city in the form of HOT funds.
- e. Continued funding for annual events which have not demonstrated a progression of financial stability or a significant contribution to hotel occupancy may not be given preference.
- f. All applications must be submitted to the City by June 1st for funding during the next fiscal year.
- g. The applications will be reviewed by the Hot Fund Committee and presented to the City Council.
- h. The applicant is required to be present at the City Council meeting to answer any questions regarding the application.
- i. Applicants will be notified one week prior to the meeting of the time and place for the review.
- j. The City Council will have final approval for all application requests.
- k. **A copy of the Special Permit for the park usage from the Parks & Recreation Department must be submitted with the application if the event is in a City park.**
- l. The Post Event Form is due no later than 60 days after the event date.

Eligibility and priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to Ingleside. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a. Historic information on the number of room nights used during previous years of the same events;
- b. Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds; and/or
- c. Examples of marketing of the programs and activities that are likely to generate or encourage overnight visitors to local lodging properties.

Use of local vendors: The City encourages all event organizers to patronize Ingleside businesses for food, supplies, material, printing, etc. when feasibly possible as this increases sales tax and overall economic well-being of the City. *Priority will be given to those applicants who support the local businesses.*

Use of revenues from event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the INGLESIDE CHAMBER (FILL IN NAME OF ENTITY APPLYING FOR FUNDING REQUESTS) funding of a particular event. (Remove or amend this provision if the event has a substantial impact on tourism and hotel activity but has a portion of its proceeds channeled to outside benevolent programs.)

Application for HOT Tax Funding

(Due by June 1st of each year)

Date: May 28, 2025

Organization Information

Name of Organization: Ingleside Chamber of Commerce & Visitor Center
Address: PO Box 686/2809 Main St
City, State, Zip: Ingleside, Tx. 78362
Contact Name: John Bowers Contact Phone Number: 361-776-2906
Email: inglesidetxchamber@gmail.com Website: inglesidetxchamber.com
Address of Event: 2020 Parkview Pl. (Live Oak Park)
Non-Profit or For-Profit status: 501(c)(6) Tax ID#: 74-2251297
Entity's creation date: 1982

Purpose of your organization: Investing in relationships through networking, involvement, & encouragement

Event Information

Name of event or project: Ingleside Disc Golf Tournament
Date of event or project: ~~Nov. 1 & 2, 2025~~ FEBRUARY 2026
Primary location of event or project: Live Oak Park

Amount requested: \$ 20,000.00
How will the funds be used? To promote the disc golf course & the City of Ingleside in a family focused event to draw visitors to Ingleside

Primary purpose of funded activity/ facility: To promote our businesses & hotels with tourism

Percentage of Hotel Tax support of related costs

80% Percentage of total event costs covered by Hotel Occupancy Tax
_____ Percentage of total facility costs covered by Hotel Occupancy Tax for the funded event
_____ Percentage of staff costs covered by Hotel Occupancy Tax for the funded event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Approved events shall not comingle HOT funds with any other event funding. Appropriate expenditures shall be drawn on an account expressively and exclusively established for HOT funds.

In certain circumstances, the funding of pre-event deposits may be approved prior to the event after Council consideration and action.

Supplemental information required with application: Along with the application, please submit the following:

_____ Proposed marketing plan for funded event

_____ Schedule of activities or events relating to the funded project

 X _____ Copy of Special Use Permit for City park usage

Submit Application to: City of Ingleside
 Attention: Director of Economic Development
 P. O. Drawer 400
 Ingleside, Texas 78362

For Questions Contact: Director of Economic Development
 2665 San Angelo St.
 Ingleside, Texas 78362
 361.776.3815

Which category or categories apply to funding request, and amount requested under each category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of convention delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, solicitations, promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 10,000.00
- ☒ d) **Promotion of the Arts that directly enhance tourism and the hotel & convention industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested under this category: \$ _____
- ☐ e) **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry:** historical restoration and preservation projects, activities, or advertising and conducting solicitation or promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____
- ☒ f) **Sporting event expenses that substantially increase economic activity at hotels:** Expenses including promotional expenses directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity. Amount requested under this category: \$ 10,000
- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
1. the commercial center of the city;
 2. a convention center in the city;
 3. other hotels in or near the city; or
 4. tourist attractions in or near the city.
- The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.
- Amount requested under this category: \$ _____
- What sites or attractions will tourists be taken to by this transportation? _____
- Will members of the general public (non-tourists) be riding on this transportation? _____
- What percentage of the ridership will be local citizens? _____

- ☐ h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs? _____

- ☐ i) **Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists.** The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting-related event? _____

How many of the participants at the sporting-related event are expected to be staying in a local hotel? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project? New event
2. Expected Attendance: 150-200
3. How many area hotel rooms do you expect to be filled for this event? 6
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Negotiate a room rate \$60 PER NIGHT PLUS TAX AT SLEEP INN
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year held	Assistance amount	Number of hotel rooms used
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.) Survey

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? Yes

9. Please list all promotion efforts your organization is coordinating:

- ☒ Digital
- ☐ Radio
- ☐ TV
- ☒ Social Media
- ☒ Billboards (75 miles & over)
- ☐ Other: _____

10. Will you negotiate a special rate or hotel/ event package to attract overnight stays?

Yes \$60 PER NIGHT PLUS TAXES AT SLEEP INN

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Survey

12. What geographic areas does your advertising and promotion reach? SOUTHTexas NEWS WEBSITE
75 miles and beyond

13. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected attendance monthly/ annually: _____

Percentage of those in attendance that are staying at area hotels/ lodging facilities: _____%

14. What method will you use to document how many attendees will stay overnight in a hotel room in Ingleside?

- ☒ Questionnaire or survey
- ☐ Registration form
- ☐ Guest book
- ☒ Hotel room block report
- ☐ Other, please describe: _____

15. Please attach the following to the application prior to submission:

- ☒ Your organization's most recent financial statements, including a copy of the most current audit or review conducted. If a formal audit is not conducted, please describe the mechanism used by your organization to validate expenses (i.e., does the Board review?).
- ☒ A copy of your agency's IRS tax exempt certificate.
- ☐ Your organization's current budget, approved by your organization's board.

- ☐ Income statement from past event(s) that have received HOT Funds in the 12 months preceding your application.
- ☒ Proposed budget for event to be funded in whole or in part with grants from this application with line items where HOT Funds will be used highlighted. Include all items you expect the HOT funding to pay for, including salaries, benefits, and operating expenses - even if HOT Funds are only covering a portion of certain expenses.
- ☐ One or more of the following to demonstrate potential to generate overnight visitors; Established events:
- a) historic information documenting the number of room nights used during previous years of the same events.
 - b) historic information documenting the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources, and/or new events.
 - c) current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event.
 - d) examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.
- ☒ Copy of Special Use Permit for usage of City park.

16. Any damage to City property or parks, as determined by the City to be a consequence of this event, will result in money due by the applicant reimbursing the City for all costs associated with repairs. Money due the City for such repairs will be required to be paid in full prior to releasing any HOT Funds to the applicant after the submission of the Post Event Report. HOT Funds cannot be used to pay for damages. (See Addendum A *requires additional signature).

17. Post Event Form is due to the City within 60 days of the end of event.

Applicant (printed): John Bowers

Reviewed by: Bernard Rodriguez

Applicant (signature): JB

Reviewed by: [Signature]

Approved by City Council on: _____

Approved Amount: _____

Note: Documentation showing hotel room nights associated with the event is required with the Post Event Report.

All applications must be submitted by June 1st to accommodate the budgeting process for the following fiscal year which runs from October 1 to September 30. Events shall occur during the fiscal year to correspond with the budget.

Director of Economic Development
P.O. Drawer 400
Ingleside, Texas 78362
361.776.3815

ADDENDUM A

Any damage to City property or parks, as determined by the City to be a consequence of this event, will result in money due by the applicant reimbursing the City for all costs associated with repairs. Money due the City for such repairs will be required to be paid in full prior to releasing any HOT Funds to the applicant after the submission of the Post Event Report. HOT Funds cannot be used to pay for damages.

As the Applicant, I understand and agree to these terms concerning damages and understand my signature is required prior to my application going before City Council for their consideration of this HOT Fund Application:

Signature of Applicant: _____



Printed Name of Applicant: John Bowers

Date of Signature: 5/28/2025

Application Project Worksheet (an Excel Spreadsheet May Be Substituted for this Form)

A. Expenditures	a. Applicant's Grant Request	b. Cash from all other sources	c. In-kind (no cash paid for services)	Total of a, b & c
1. Personnel				
Administrative				
Artistic				
Technical				
Other Personnel				
2. Fees for outside professional services				
Administrative	\$10000			
Artistic				
Technical/Other				
3. Space Rental				
4. Equipment Rental				
5. Travel/Transportation				
6. Promotion/Printing	\$10000			
7. Costumes/Royalties				
8. Other (supplies, postage, etc.)				
		Total Expenditures		\$20000
B. Revenues - (For this project only) include in-kind services				
1. This grant request				
2. Admission & ticket sales				
3. Concessions				
4. Individual donations				
5. General funds budgeted				
6. Additional grants				
a. Arts				
b. Chamber				
c. Other				
	Total Income & Contributions			
	Total In-kind			
		Total Revenues		\$20000

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 16 1989

INGLESIDE CHAMBER OF COMMERCE
PO BOX 686
INGLESIDE, TX 78362

Employer Identification Number:
74-2251297
DIN:
17053123050039
Contact Person:
COLLEEN LAWSON ID# 75897
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(6)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5

Letter 948 (DO/CG)

City of Ingleside

Special Event Permit

Name of Organization: Ingleside Chamber of Commerce Non-Profit? Yes ☒ No ☐
Your Name: John Bowers HOT Fund Application? Yes ☒ No ☐
Address: PO Box 686 / 2809 main st City Ingleside Tx Zip 78362
Phone (include area code): 361-776-2906 Email: inglesidechamber@gmail.com
Name of Event: Ingleside Disc Golf tournament Date of Event: Nov 1st & 2nd 2025
Estimated Attendance: 150-200 FEB 2026

Facility Requested:

☐ Cove Park

☐ Faith Park:

☐ Garden Center

☐ Dixie Diegel Fields

☐ Other: _____

☐ Humble Community Center

☐ Live Oak Park:

☒ Disc Golf

☐ Tennis Courts

☐ Bennie Diegel Fields

☐ Other: _____

☐ N.O. Simmons Park:

☐ Basketball Pavilion

☐ Parking Lot

☐ Picnic Pavilion

☐ Soccer Fields

☐ Football Fields

☐ Other: _____

☐ Whitney Lake Park

Special Requests:

☐ Handwashing Stations

☐ Ticket Booths

☒ Trash Receptacles

☐ Barricades

☐ Move Soccer goals

☐ Temporary Fencing

☐ Electricity

☐ Water

Special Use Activities (check all that apply):

☐ Extended Hours of Park Operation

☐ Overnight Camping

☐ Sale and/or Consumption of Intoxicating Beverages (limit of 48 hours)

☐ Street and/or Sidewalk Closure

☐ Other: _____

Specific time special use activity will take place: Sat & Sun 9am-4pm

Indicate set-up and take-down times: _____

Applicant Initial _____

City of Ingleside

It is understood that the renter/user of Ingleside community facilities at all times indemnify, defend, and hold harmless the City of Ingleside, Texas, its officers, employees and contractors from and against any and all claims, damages, losses and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Ingleside facilities. You will be responsible for cleanup and any damage incurred by your event.

NOTE: The permittee shall be responsible for returning the park's grounds to their original state.



Signature of Adult Applicant

5/28/25

Date:

Verification Section:

Applicant must obtain the signature of the Assistant Director of Parks and Recreation to confirm the requested facility is available on the requested date/time.

Assistant Director of Parks and Recreation Signature

Date:

This Special Event Permit was authorized by the City Council on the _____ day of _____.

Note: If signed by the mayor, this document authorizes the Special Event Permit. Additional contracts may be necessary based on the facility selected. Contact the Assistant Director of Parks and Recreation to verify.

Mayor Signature

Date:

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 18

TABLED 10/14/2025 Deliberate and take appropriate action on a Resolution for the approval of the Ingleside Development Corporation (IDC) to expense IDC Funds for the building of two Fitness Court Studios to be located at N.O. Simmons and Live Oak Parks.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Municipalities, schools, and community organizations with public land can apply to join the National Fitness Campaign wellness initiative and bring the program to their Communities. The City of Ingleside received two grants in the amount of \$70,000 each for the construction of two Fitness Court Studios. Ingleside Development Corporation was presented the project by City Staff to fund two Fitness Court Studios and voted to fund the remaining balance of \$768,500 to have one fitness court studio located at NO Simmons Park and one located at Live Oak Park. This will bring access to outdoor fitness, and provide wellness activities that are equitable, accessible, and free.

FISCAL ANALYSIS:

The IDC fund has the available funds to cover this project. Current fund balance is \$3,748,467.38.

RECOMMENDATION:

Staff recommends approval of this project and the expending of the funds.

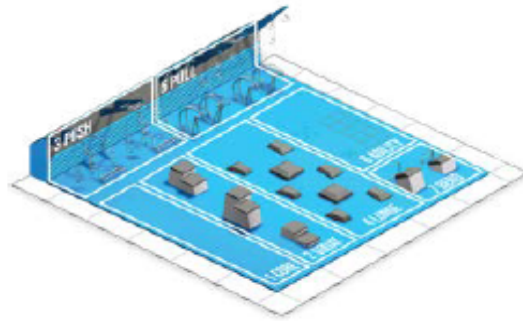
ATTACHMENTS:

1. IDC Presentation
2. Res 2025-XX Adoption_Allocation for Fitness Court



Municipalities, schools, and community organizations with public land can apply to join the National Fitness Campaign wellness initiative and bring the program to their approved site locations.

3-minute video



FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



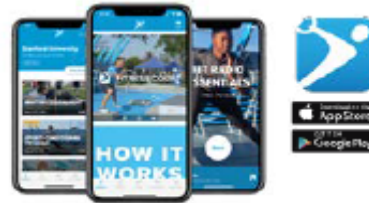
Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programing, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media



Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS TRAINING

SPRING

World-class training videos will available on the Fitness Court App.



WORLD-CLASS TRAINING

SUMMER

World-class training videos will available on the Fitness Court App.



CHALLENGE SERIES

FALL

The Fitness Season culminates with local, regional and national challenges for residents.

Made & Manufactured in the USA

Designed by NFC in California.



High Quality

Dual-layer powder-coating
carbon steel



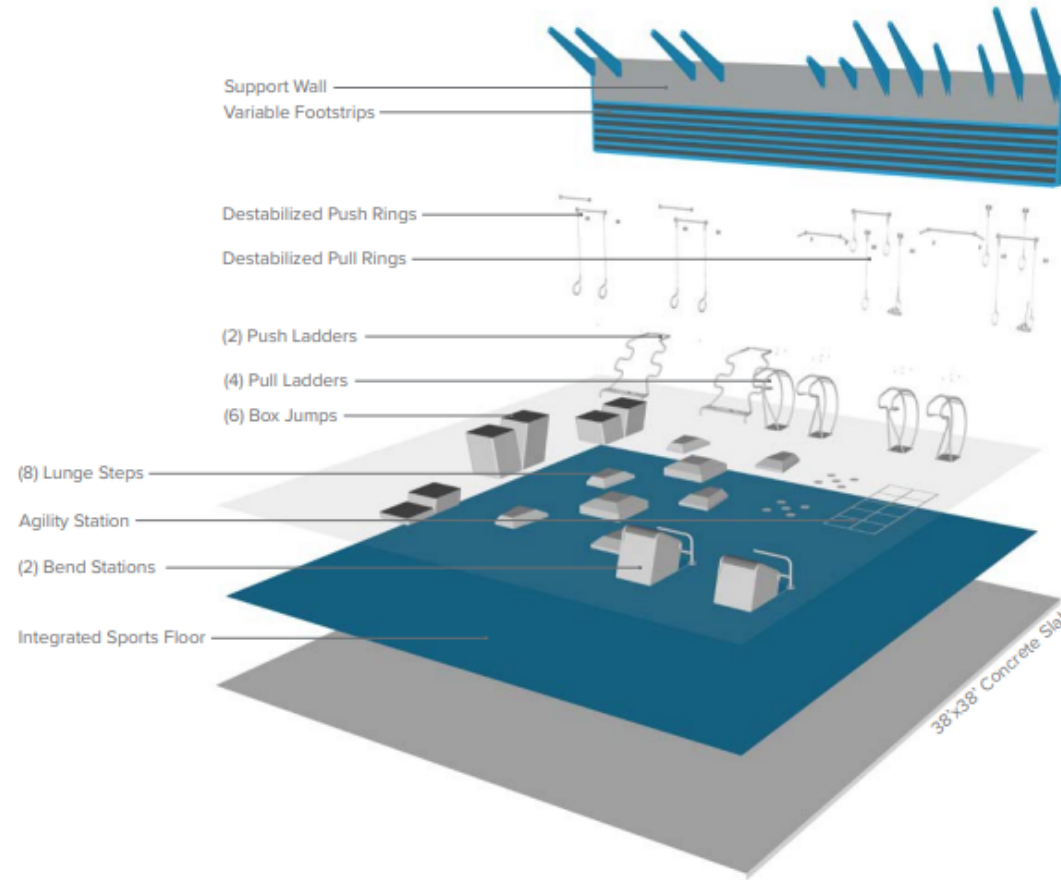
Durable Materials

Tamper-resistant,
galvanized & stainless
steel bolts and fittings.

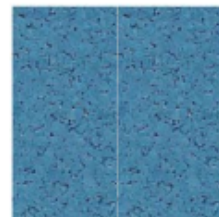


Best In Class

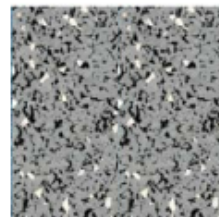
Anti-graffiti laminate vinyl
decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



Top (Blue Option)



Top (Grey Option)



Top (Black Option)



Reducer with Tile



Reducer






City Of Ingleside

N.O. Simmons

Live Oak



Custom Art *Work with the in-house NFC Art Studio Team*

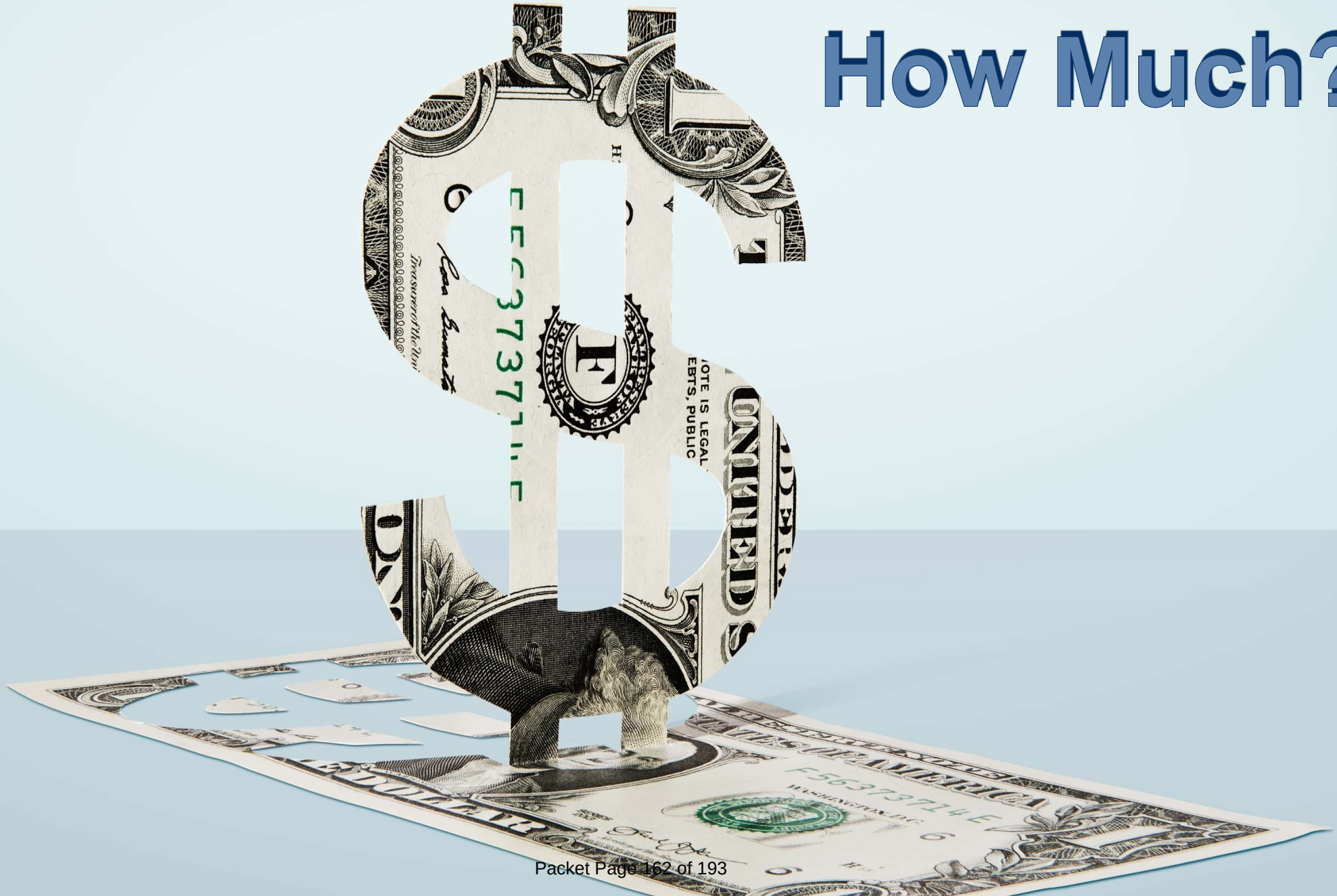
Additional Funding Required. Example Art: Will be customized for your city



An aerial photograph of a modern playground. The playground features a large area of blue safety surfacing. On the left side, there are several grey, rectangular blocks of varying sizes and shapes, some of which are stacked. There are also some white circular markers and a white rectangular grid on the blue surface. In the center, there is a blue climbing structure with a colorful, abstract mural on its side. To the right of the climbing structure, there is a blue slide. Several people are visible on the playground, including a group of children and adults near the climbing structure, and a few adults walking on the paved path surrounding the playground. The playground is surrounded by a concrete path and some landscaping with brown mulch and small green plants. The background shows a grassy area and a paved path with more people walking.

Community Champions to join the urgent fight against sedentary lifestyles and preventable diseases. We can make a difference if we work together to increase outdoor movement and provide wellness activities that are equitable, accessible and free!

How Much?



Phase 1 funding requirement- 2025	
Infrastructure and Campaign Services (BCBSTX Grant Award)	\$330,000.00 -\$70,000.00
Total Phase 1	\$260,000.00
Phase 2 funding requirement-2026	
Shade- ready concrete	\$57,000.00
Assembly	\$67,250.00
Total Phase 2	\$124,250.00
Estimated Total Project Funding Requirement Per Location	\$384,250









RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF INGLESIDE, SAN PATRICIO COUNTY, TEXAS, TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2025 NATIONAL FITNESS CAMPAIGN.

WHEREAS, the City of Ingleside has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2025 initiative to install and activate outdoor Fitness Courts® in over 1000 municipalities and schools across the country, and;

WHEREAS, the City of Ingleside will accept (2) \$70,000 National Grants from the NFC Grant Committee and Statewide Partners, and endeavor to provide a local match amount Not to Exceed \$768,500.00 from Ingleside Development Corporation funds within fiscal year 2026 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of Ingleside will endeavor to provide a local funding confirmation in the amount designated on the quote detailing the remaining funds for participation, provided by the National Fitness Campaign no later than November 12th, 2025 as identified on the official Grant Program Requirement document.

WHEREAS, the City of Ingleside believes joining the National Fitness Campaign is an important step in building a healthier community, commits to funding/fundraising to participate in NFC's 2025 Campaign, and will earn local and regional recognition as a leader in providing accessible health and wellness infrastructure and programs.

NOW, THEREFORE, BE IT RESOLVED, that the Ingleside, TX City Council will collaborate with NFC to join the National Fitness Campaign, implement the outdoor Fitness Court® program, and make fitness free for community residents and visitors.

PASSED, APPROVED, AND ADOPTED this 14th day of October 2025, by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 19

TABLED 10/14/2025 Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2025-2026 budget for the City of Ingleside, Texas, for the Ingleside Development Corporation Fund, and General Fund Capital Improvement Fund for the appropriation of funds for the cost of one Fitness Court Studio at NO Simmons Park and one Fitness Court Studio at Live Oak Park.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The fiscal year 2025-2026 budget was adopted on September 23, 2025. Since that time, a need for additional funds for Ingleside Development Corporation projects are needed for National Fitness Campaign Fitness Court Studios at NO Simmons Park and at Live Oak Park.

FISCAL ANALYSIS:

Ingleside Development Corporation Fund 23
Ending Unaudited Estimated Fund Balance \$3,748,467.38
Increase Expenditures \$768,500
Ending Operating Fund Balance \$2,979,967.38

RECOMMENDATION:

Staff recommends approval of the budget adjustment

ATTACHMENTS:

1. ORD 2025-XX Budget Amendment Fitness Court Studios v2

ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET FOR THE CITY OF INGLESIDE, TEXAS, FOR THE INGLESIDE DEVELOPMENT CORP. FUND, INGLESIDE DEVELOPMENT CORP. PROMOTIONAL SALES TAX FUND, AND GENERAL FUND CAPITAL IMPROVEMENT FUND FOR THE APPROPRIATION OF FUNDS FOR THE COST OF A NATIONAL FITNESS COUNCIL FITNESS STUDIO AT NO SIMMONS PARK AND A NATIONAL FITNESS COUNCIL FITNESS STUDIO AT LIVE OAK PARK.

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 expenditures this fiscal year.

BE IT ORDAINED by the City Council of the City of Ingleside that the Fiscal Year 2025-2026 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 23 Ingleside Development Corp.			
Revenues/Fund Balance			
Fund Balance Reserve-4(B)	23-3000		<u>768,500</u>
Expenses			
Transfer to FD 30-Capital Improv.	23-500-930	<u>768,500</u>	

[To amend the FY2025 budget as shown above to reduce the fund balance account and appropriate the expense for the cost of two Fitness Court Studios. Transfers will be made as project progresses.]

Account Name:	Dept-Acct Number:	Budget Increase	Budget Decrease
Fund 30 GF Capital Improvement Fund			
Revenues			
Transfer From IDC 4(B) Fund 23	30-4952		<u>768,500</u>
Expenses			
NFC NO Simmons	30-511-780	<u>384,250</u>	
NFC Live Oak	30-511-783	<u>384,250</u>	

[To amend the FY2026 budget as shown above to recognize the revenue and appropriate the expense for the cost of two Fitness Court Studios. Transfers will be made as project progresses.]

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: October 27, 2025

AGENDA ITEM: 20

Deliberation and possible action on a Resolution waiving rental fees for the Ingleside Garden Center for use by the Ingleside Garden Club.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The most recent discussion concerning the rental agreement for the City of Ingleside Garden Center Rental Agreement fees was last acted on by the City Council at the May 27, 2025, Regular City Council meeting. At which time, the Council took the following action: Motion: Mayor Pro-Tem Long made a motion to approve the amendment of the City of Ingleside Garden Center Rental Agreement fees. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

The City of Ingleside Garden Center building became available for rent after the receipt of the Temporary Certificate of Occupancy (TCO). The City has been renting the building under the TCO because the final documentation has not been received regarding the Wind Storm Certification. After the building became available for rent, questions arose regarding the rental of the building by non-profits and/or civic organizations. The rental agreement does not establish a different fee schedule between non-profits, civic organizations, and other renters other than the Garden Club, therefore, the rental agreement was placed on the agenda for additional deliberation at the request of Mayor Adame.

The Constitution of the State of Texas Sec. 51. GRANTS OF PUBLIC MONEY PROHIBITED. states in part: The Legislature shall have no power to make any grant or authorize the making of any grant of public moneys to any individual, association of individuals, municipal or other corporations whatsoever; provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity.

Because of Sec 51, when a Texas city leases property, it must meet the three prongs of the Texas Supreme Court's "public purpose" test:

Public purpose: The lease's primary goal must accomplish a legitimate public purpose, not just benefit a private party.

Sufficient control: The city must retain enough control over the property to ensure the public purpose is actually carried out.

Return benefit: The city must receive a tangible return benefit, such as increased revenue, economic development, or a public service. A rent-free arrangement would likely be viewed as failing the return benefit requirement.

As stated in the Return benefit prong test, the City must receive a tangible return benefit, such as increased revenue, economic development, or a public service. A rent-free arrangement would likely be viewed as failing the return benefit requirement. The various non-profit organizations within the City do not have a direct quantifiable benefit to the City. Therefore, the charges for the use of the facility are fair and equitable. The providing of the City of Ingleside Garden Center to the Ingleside Garden Club can be justified because the Ingleside Garden Club assists the City in several beautification projects and is heavily involved in selecting foliage for City property. Therefore, the return benefit prong can be quantified.

In addition, the City Staff contacted the City's insurance provider, TML Risk Pool (TMLIRP), regarding the need to have a facility rental agreement.

The email from Kolby Burkhardt states in part This is a great rental agreement, and I can see you've included a clear indemnification section, which is an important protection for the City. One additional safeguard that would greatly strengthen the City's protection is requiring organizations to provide:

- A copy of their liability insurance policy,
- A certificate of insurance (COI), and
- Naming the City of Ingleside as an additional insured.

These provisions help ensure that if a claim arises from an event, the City's exposure is reduced and responsibility is shifted to the organization hosting the event. You are also correct that not knowing the number of participants, whether alcohol will be served, or if groups do not follow cancellation requirements could all create operational and liability concerns for the Garden Center. A rental agreement process that requires these details up front helps the City make informed decisions about security, alcohol permissions, and scheduling. He also recommends ensuring that every renter—whether non-profit, government, or for-profit—is treated the same in terms of insurance requirements, rental application, and cancellation policies. Applying the same standards across all renter types provides consistency, reduces confusion for the public, and helps maintain fairness for liability protection.

FISCAL ANALYSIS:

As stated in the Return benefit prong test, the City must receive a tangible return benefit, such as increased revenue, economic development, or a public service. A rent-free arrangement would likely be viewed as failing the return benefit requirement. The various non-profit organizations within the City do not have a direct quantifiable benefit to the City. Therefore, the charges for the use of the facility are fair and equitable.

RECOMMENDATION:

Staff recommends the Council take no action on this agenda item.

ATTACHMENTS:

1. 2025 Garden Center Rental Agreement
2. DOCS1-#354331-v1-RESO_Garden_Club_Fee_waiver v3



Garden Community Center Rental Agreement

The City of Ingleside Garden Center is reserved on a first come first serve basis up to 12 months in advance with priority given to Garden Club activities and City events. Other activities may be going on in the park during your event. Please be courteous to others.

Renter: _____ Non-Profit: _____

Physical Address: _____ Mailing Address: _____

City/State: _____ Zip Code: _____

Phone Number: _____ Additional Contact: _____

Rental Date: _____ Rental Time: _____ AM/PM to _____ AM/PM

This agreement is entered by the City of Ingleside, Texas, herein called the "City" and (Name) _____ herein called the "Renter". The City agrees to rent the City owned facility known as the "City of Ingleside Garden Center" to the renter on the above dates and times.

Resident Rental Rates

Deposit \$150
Booking Fee \$25 (Non-Refundable)
Rate per Hour \$30 (minimum of 4 hours)

Non-Resident Rental Rates

Deposit \$300
Booking Fee \$25 (Non-Refundable)
Rate per Hour \$75 (minimum of 4 hours)

Residents must produce a valid picture ID with an Ingleside address. If address has not been changed to Ingleside an ID with a water bill with their name will be approved.

The rental times includes set up and clean up.

If any person or group has a past history of causing damage the City Manager has the authority to increase the deposit as he/she sees fit.

Deposits and fees are to be paid prior to use and are received at the Parks and Recreation office. The deposit and booking fee are due within 2 days of booking the facility. The reservation is not confirmed until the rental fee has been paid in full. The rental fee is due 2 days before the event. The deposit is to correct minor damage only; renters are responsible for the complete cost of any repairs needed beyond the one hundred- and fifty-dollar (\$150)/three hundred (\$300) deposit.

Applicant Initials _____



No individual/group may rent the facility for more than 2 same weekend days in a row (i.e. 2 consecutive Saturdays). Rentals are not available on City Council approved holidays; this includes Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve and Christmas Day, and New Year's Eve.

Deposit Return Requirements

The deposit will be returned if no damage is found, the building is cleaned, the lights are turned off and the key is in the drop box immediately after your permitted rental time. Once it is determined requirements were met, the deposit will be sent to the address listed by the renter.

Deposit checks take up to 3-4 weeks to return.

If there are any issues before or during your event, please call the Ingleside police department's non-emergency number at (361)776-2531.

Extra Fees

Removal of Items Left by Renter	\$25
Cleaning Fee per Hour per Staff	\$25
Damaged Walls (Tack/Staple holes)	\$25
Other Damage	\$25

Further, by signing this agreement, the renter agrees to the following conditions of the rental:

The hours granted are those and only those, set forth in this rental agreement.

Entrance/Lockup of Facility

Parks and Recreation staff will meet the respective renter at the facility 10 minutes prior to their listed rental time. Staff will open the facility and issue the renter a key. This key will be used to lock the facility after their authorized rental time. The key must be returned to the drop box at 2821 Main Street immediately after the authorized rental time is up. If the key is not return to the drop box after the renter's event, the renter may be placed on a "No Rent" list, prohibiting them from renting the facility for future events. Not returning the key will also result in the renter's deposit being withheld.

Decorations

Decorations are not allowed on the walls, murals, ceiling, pictures, displays, windows or doorways. Use of nails, tacks, tape, staples, hot glue and other mounting devices are prohibited. Violation will be subject to a fine or forfeiture of the deposit.

Conduct

Any person at the City of Ingleside Garden Center whose conduct is disorderly or disruptive in respect to any of the following or any other conduct deemed inappropriate may be escorted off the premises by the City's authorized representative or peace officer. The renter shall hold the City

Applicant Initials _____



harmless, indemnify and defend the City, its officers, agents, and employees against any claim related to such ejection:

- A. Renter must comply with noise ordinance
- B. Intoxication
- C. Use of abusive, indecent, profane or vulgar language
- D. Making Offensive gestures or displays
- E. Abusing or threatening another person in an obviously offensive manner
- F. Making unreasonable loud noises
- G. Physically fighting with another person
- H. Any form of vandalism

Live or amplified music is permitted, but renters must observe all noise ordinances. If the police department receives complaints about noise or general rowdiness, they may exercise their professional judgement. If they order the premises vacated prior to the events conclusion, no refunds will be given.

Alcoholic Beverages Policy

Alcoholic beverages are allowed at the City of Ingleside Garden Center only during the hours that the facility is not open to the public. Usage must comply with Texas Alcoholic Beverage Commission regulations and the City Code. Renters must obtain permission for alcoholic beverages from the City Manager or his/her designee. The City cannot be held liable for any damage suits filed in connection with alcoholic beverages served to an intoxicated guest.

The sale of alcoholic beverages in the City of Ingleside Garden Center is prohibited. The City of Ingleside reserves the right to require security at the renter's expense, if in the opinion of the City Manager or his/her designee, the nature or size of an event or function requires the presence of uniformed security.

Priority of the facility use is given to the community Garden Club and will preclude allowing alcohol in the building during a Garden Club event.

Setup

All renters are responsible for setting up what they need for their event. This includes setting up chairs, tables and decorations. Renters may use the kitchen and its appliances. Cooking utensils, silverware, dishes, towels, coffee pots and other supplies are not provided and the renter will be responsible for providing what they need.

Cleanup

All renters are responsible for cleanup and ensuring all objects belonging to the facility are placed back in the proper storage area, this includes:

- Removing any decorations renter brought in
- Throwing out ALL trash
- Sweeping and Mopping floors
- Wiping off ALL counters/stovetops/sinks/tables
- Clearing refrigerator of any food/beverages

Applicant Initials _____



- Stacking chairs in the proper storage area
- Putting tables back in their proper storage areas
- Setting temperature back to 75
- Locking up

The City provides all cleaning supplies that is needed, including, brooms, wipes, trash bags, mops, mopping solution and other cleaning solutions.

After Hours Contact

After hours, notify the Ingleside Police Department of any issues that may arise during the rental on the non-emergency phone line at **(361)776-2531**.

Withholding Deposit

The City of Ingleside Garden Center must be left in the same condition as existed to prior usage by the renter/group. Conditions which lead to withholding part or all of the damage deposit include but are not limited to:

- Improper cleanup
- Exceeding authorized rental times
- Building/Equipment Memorabilia damage during the use of the facility
- Disappearance of equipment/Memorabilia
- Unauthorized entrance of adjacent portion of the City of Ingleside Garden Center

In the event of cancellation, user must notify the city of cancellation within 1 business day of the rental. Failure to give proper notice will result in forfeiture of a portion of the security deposit in the amount of one hundred dollars (\$100).

Executed this the _____ day of _____, 20____.

(City of Ingleside)

(Applicant)

Deposit: \$_____	Date: _____	Staff: _____	Amount Owed: \$_____ as of two days prior
Booking Fee: \$_____	Date: _____	Staff: _____	
Rental Fee: \$_____	Date: _____	Staff: _____	Copy of Rental Agreement: _____

Applicant Initials _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS, AUTHORIZING THE WAIVER OF RENTAL FEES FOR THE USE OF THE INGLESIDE GARDEN CENTER BY THE INGLESIDE GARDEN CLUB; MAKING FINDINGS OF PUBLIC PURPOSE AND BENEFIT; REQUIRING A FACILITY USE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ingleside owns and operates the Ingleside Garden Center, a public facility made available for community meetings, civic organizations, and educational programs that promote public welfare and civic engagement; and

WHEREAS, the Ingleside Garden Club is a volunteer civic organization that actively participates in projects serving public purposes, including beautification and maintenance of public spaces such as the City's welcome sign area, roadside clean-ups, and landscape improvements around City facilities including the Ingleside Garden Center; and

WHEREAS, the City Council for the City of Ingleside ("City Council") recognizes that the Garden Club's volunteer work directly benefits the City and its residents by improving community appearance, fostering civic pride, and enhancing the environmental and aesthetic quality of public property; and

WHEREAS, the City Council finds and determines that authorizing a waiver of rental fees for the Garden Club's use of the Ingleside Garden Center serves a valid public purpose, in that:

- a) The waiver promotes the beautification and enhancement of public property;
- b) The City retains sufficient control through the required Facility Use Agreement to ensure the public purpose is carried out; and
- c) The City receives a direct and measurable public benefit through the Garden Club's continued volunteer services and beautification work;

WHEREAS, the City Council further finds that the value of the services and public benefits provided by the Garden Club reasonably offsets or exceeds the amount of the rental fees being waived.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS, THAT:

1. The City Council hereby finds and declares that waiving the rental fees for the Ingleside Garden Club's use of the Ingleside Garden Center serves a public purpose, including the promotion of community beautification, civic engagement, and volunteerism that enhance the appearance, welfare, and pride of the City of Ingleside.
2. The City Council hereby authorizes the waiver of rental fees for the Ingleside Garden Club's use of the Ingleside Garden Center for its regular meetings and related activities that advance these public purposes.
3. The waiver authorized herein is contingent upon the execution of a written agreement between the City of Ingleside and the Ingleside Garden Club establishing the terms and conditions of the facility's use and ensuring continued fulfillment of the public purpose identified in this Resolution.

4. The City Manager, or designee, is authorized execute an agreement consistent with the intent and findings of this Resolution.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council for the City Of Ingleside this ____ day of _____, 2025.

CITY OF INGLESIDE, TEXAS

Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 21

Deliberate and take appropriate action for City Council to approve the proposal for materials testing for the Avenue B MIT-MOD Drainage Project submitted by Terracon.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

During the construction of the Avenue B MIT-MOD Drainage Project there will be a need for material testing for the duration of the project. This testing will include concrete densities and strengths. Testing will also be required for the road base around multiple areas throughout the project site. On June 8th, 2022, a Request for Qualifications (RFQ) was requested for this service. Three (3) companies submitted responses, being Raba Kistner, Braun Intertec, and Terracon Consultants, Inc. After review, the City selected Raba Kistner as their material testing firm. Raba Kistner was used during the projects for 12th St, 4th St, Hultgreen Ave, and Kenny Ln. Although their performance was satisfactory as far as sampling, we had a hard time obtaining their written reports in a timely fashion. Staff asked for a proposal from the next respondent to the RFQ (Terracon). The City has always chosen to do material testing as a separate item to maintain quality control.

FISCAL ANALYSIS:

Terracon is proposing a total amount for the project of \$42,395.00. This will be funded from the GLO grant that is funding the entire Avenue B Project.

RECOMMENDATION:

Staff recommends City Council approve the proposal for materials testing for the Avenue B MIT-MOD Drainage Project submitted by Terracon in the amount of \$42,395.00.

ATTACHMENTS:

1. Proposal for Ingleside Drainage Improvements



3606 WOW Rd
Corpus Christi, TX 78413
P (361) 420-6000
Terracon.com

October 13, 2025

City of Ingleside TX
2671 San Angelo Ave
Ingleside, TX 78362

Attn: Lewis, Brenton
P: (361)776-2517
E: blewis@inglesidetx.gov

RE: Proposal for Materials Services
City of Ingleside Drainage Improvements
Ave B
Ingleside, TX 78362
Terracon Proposal No. PCD251136

Dear Mr. Lewis:

We appreciate the opportunity to submit this proposal to City of Ingleside TX to provide Materials services for the above referenced project. The following are exhibits to the attached Agreement for Services.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumption and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
[Terracon Consultants, Inc.](#)

Will Cano

Will Cano
Assistant Project Manager

Kevin Luidhardt

Kevin Luidhardt, E.I.T.
Operations Manager

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Ingleside TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Ingleside Drainage Improvements project ("Project"), as described in Consultant's Proposal dated 10/13/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.

Client: City of Ingleside TX

By: Kevin Luidhardt Date: 10/13/2025

By: _____ Date: _____

Name/Title: Kevin W Luidhardt / Materials Department
Manager II

Name/Title: Brenton B. Lewis / City Manager

Address: 3606 Wow Rd
Corpus Christi, TX 78413-1919

Address: 2671 San Angelo Ave
Ingleside, TX 78362

Phone: (361) 420-6000 Fax: _____

Phone: (361) 776-2517 Fax: _____

Email: Kevin.Luidhardt@terracon.com

Email: blewis@inglesidetx.gov

1.0 Project Understanding

Item	Description
Project Description	Street, pavement, driveway, sidewalk, and curb & gutter re-construction.

Terracon was provided with the following construction documents for preparation of this proposal:

- Construction Plans for City of Ingleside Drainage Improvements by Freese and Nichols dated September 05, 2025.
- Geotechnical Report by Rock Engineering dated November 13, 2024.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	■ Sample subgrade, select fill, base material. Prepare and test the samples for Atterberg Limits and percent fines. ■ Test soil samples for moisture-density relationship. ■ Perform density tests of the subgrade, select fill, base using the nuclear method to determine the moisture content and percent compaction of the soil materials.
Cast-in-Place Concrete	■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C31, C143, C172, C231 and C1064). Terracon will make every attempt to cure specimens in accordance with ASTM C31. However, per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete test

Scope Item	Description
	specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting ■ Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C39).
Asphalt Pavement	■ Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. One sample will be obtained for every 500 tons of asphalt placed or each day. ■ Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor. ■ Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified. ■ Obtain cores from the pavements and perform thickness measurements and bulk density within one day of placement.
Project Management and Administration	■ Attend preconstruction or preinstallation meetings. ■ Coordinate field and laboratory testing. ■ Communicate with Terracon Engineering Technicians, Contractor, and Owner's site representative. ■ Review laboratory and field test reports. ■ Monitor our budget.

2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 72 hours in advance for all trips made for the performance of structural steel testing / inspections and 24 hours in advance for all trips made for the performance of other testing / inspections. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Corpus Christi dispatch at the following phone number: (361) 420-6020. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass

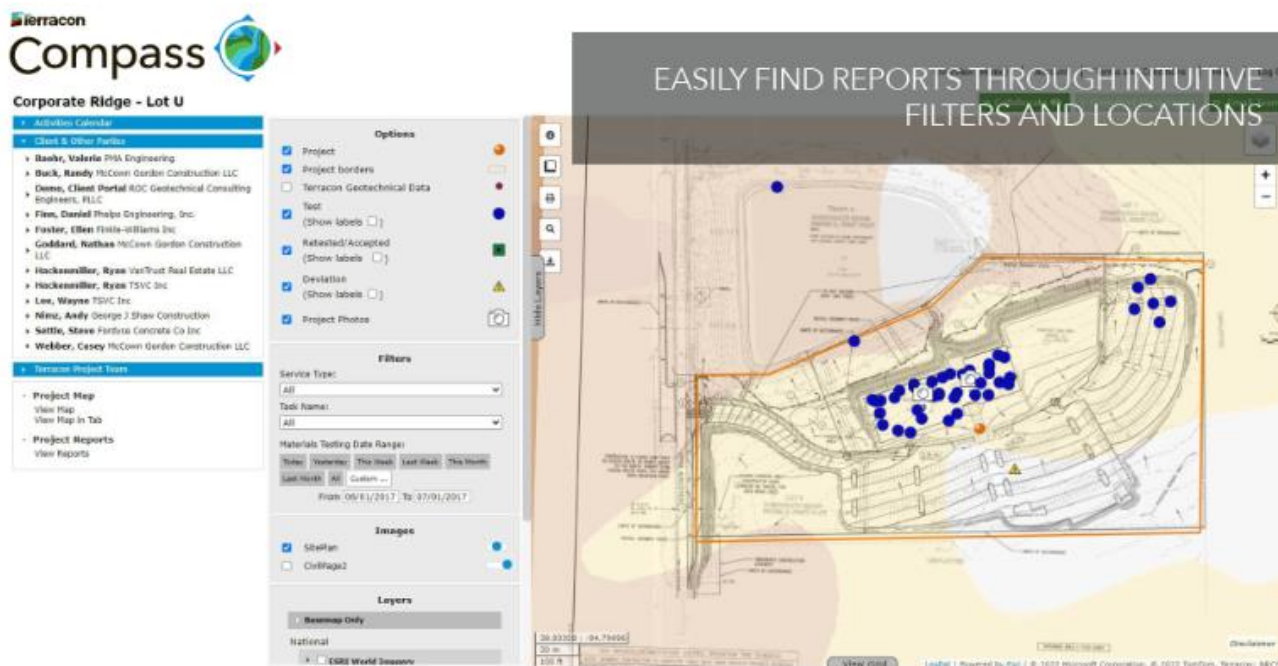


Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your

testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the “where”, rather than the “when.” Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:



Fee Estimate					
Materials Services					
City of Ingleside Drainage Improvements					
Terracon Proposal No. PCD251136					
DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL
Concrete Observation and Testing					\$ 10,430.00
Concrete Testing					\$ 6,440.00
Concrete Technician, per hr.	\$ 75.00	4	hours	14	\$ 4,200.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	5	tests	14	\$ 1,400.00
Vehicle Trip Charge	\$ 60.00	1	day	14	\$ 840.00
Concrete Sample pickup					\$ 3,990.00
Sample Pickup, per hr.	\$ 75.00	3	hours	14	\$ 3,150.00
Vehicle Trip Charge	\$ 60.00	1	day	14	\$ 840.00
Soils Observation and Testing					\$ 20,625.00
Field Density Testing					\$ 14,885.00
Soils Technician, per hr.	\$ 75.00	5	hours	25	\$ 9,375.00
Consolidated Drained Triaxial (per Confining Stress; normally 3 specimens) (ASTM D7181)	\$450.00	1	tests	1	\$ 450.00
In-place nuclear moisture-density gauge charge, each (min 3)	\$ 20.00	178	each	1	\$ 3,560.00
Vehicle Trip Charge	\$ 60.00	1	day	25	\$ 1,500.00
Soil Sample pickup					\$ 5,740.00
Sample Pickup, per hr.	\$ 75.00	3	hours	6	\$ 1,350.00
Standard Proctor (ASTM D698)	\$250.00	1	tests	6	\$ 1,500.00
Modified Proctor (ASTM D1557)	\$275.00	1	tests	1	\$ 275.00
Sieve Analysis, Soil (Washed over #200 sieve) (ASTM D6913)	\$100.00	7	tests	1	\$ 700.00
Atterberg Limits Determination (1 pt.) (ASTM D4318)	\$ 90.00	7	tests	1	\$ 630.00
L.A. Abrasion - Small Size Coarse Aggregate (ASTM C131)	\$300.00	1	tests	1	\$ 300.00
Laboratory CBR (Soaked) (ASTM D1883)	\$225.00	1	tests	1	\$ 225.00
Mill Test, Wet Ball	\$400.00	1	tests	1	\$ 400.00
Vehicle Trip Charge	\$ 60.00	1	day	6	\$ 360.00
Asphalt Observations and Testing					\$ 5,380.00
Asphalt Density Testing					\$ 2,425.00
Asphalt Technician, per hr.	\$ 85.00	5	hours	5	\$ 2,125.00
Vehicle Trip Charge	\$ 60.00	1	day	5	\$ 300.00
Asphalt Core Sample pickup					\$ 2,955.00
Sample Pickup, per hr.	\$ 85.00	5	hours	3	\$ 1,275.00
Asphalt Testing Suite: (molded specimens, specific gravity, gradation, maximum theoretical gravity)	\$500.00	1	tests	3	\$ 1,500.00
Vehicle Trip Charge	\$ 60.00	1	day	3	\$ 180.00
Project Management					\$ 5,960.00
Administrative Assistant	\$ 70.00	8	hours	1	\$ 560.00
Project Manager	\$150.00	30	hours	1	\$ 4,500.00
Senior Engineer	\$180.00	5	hours	1	\$ 900.00
Total					\$ 42,395.00

- The actual cost of our services will be determined by the construction schedule and the quantity of services provided.
- Overtime is defined as hours worked more than 8 per day, all ours worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday and all time worked on Saturdays. Overtime rates will be 1.5 times the hourly rate quoted.
- Overtime rates of 2 times the quoted hourly rate will be applicable for all time worked on Holidays and Sundays.
- A 3-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services.
- A 2-hour minimum charge will be applied to all sample and cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as the weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.
- A \$100 charge will be added for same day scheduling.
- Terracon will charge a \$25.00 fee each time we have to provide curing boxes for concrete specimens.

5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

CITY COUNCIL AGENDA

Regular Meeting: October 27, 2025

AGENDA ITEM: 22

Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the Texas A&M Forest Service in the amount of \$300,000 towards the purchase of a new Pierce Stock M2-106 BX Pumper truck for the Fire Department through a Buy Board contract.

SUBMITTED BY: Thomas Miller, Fire Chief

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The 77th Texas Legislature passed House Bill 2604 in 2001, establishing the Rural Volunteer Fire Department Assistance Program. The program assists volunteer fire departments with the purchase of equipment and training.

The Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program assists volunteer fire departments with the purchase of apparatus and equipment at a 95%/5% cost-share up to \$300,000. The maximum grant award is \$300,000.

FISCAL ANALYSIS:

The purchase price of the new Pierce Stock M2-106 BX Pumper Truck is \$534,060.00. The City will supply the upfront payment and receive reimbursement of \$300,000.00 upon delivery of the new truck.

RECOMMENDATION:

Staff recommends the City Council approve the proposed Resolution to accept the Texas A&M Forest Service Grant Funds for the purchase of a new Pierce Stock M2-106 BX Pumper Truck.

ATTACHMENTS:

1. Pierce Stock M2-106 BX Pumper
2. Resolution - Texas A&M Forest Service Rural VFD Grant v2

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY OF INGLESIDE, TEXAS,
AUTHORIZING ACCEPTANCE OF A GRANT FROM THE TEXAS A&M
FOREST SERVICE IN THE AMOUNT OF \$300,000 TOWARDS THE
PURCHASE OF A NEW PIERCE STOCK M2-106 BX PUMPER TRUCK
FOR THE FIRE DEPARTMENT.**

WHEREAS, the City Council of the City of Ingleside, Texas, recognizes that the Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program assists volunteer fire departments with the purchase of apparatus and equipment at a 95%/5% cost-share; and

WHEREAS, funds have been established and will be made available and awarded through the Texas A&M Forest Service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS, THAT:

Section 1: The City Manager or designee is authorized to execute all documents necessary to accept a grant from the Texas A&M Forest Service in the amount of \$300,000 towards the purchase of a new Pierce Stock M2-106 BX Pumper truck for the Fire Department.

Section 2: The City will supply the upfront payment of \$534,060.00 and receive reimbursement of \$300,000.00 upon delivery of the new truck.

PASSED AND APPROVED this 27th day of October 2025, by __ (ayes) to __ (nays) with __ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary