

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
FEBRUARY 24, 2026
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on February 24, 2026, at 6:30 PM. The Meeting will be held in person at City Hall, 2671 San Angelo Street, Ingleside, Texas. Members of the public can view the meeting via live stream at <https://inglesidetx.gov/>.

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

Opening Agenda

1. Call Meeting to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Citizen Comments and Reports.
Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.
6. Staff Comments and Reports.
The Council may discuss any subject which is specifically listed under this item.
 - a. Council Comments and Reports.
 - b. Announcements of Community Interest and/or upcoming events.
 - c. City of Ingleside monthly financial report as of January 2026.
 - d. City of Ingleside expenditures paid over \$3,000.00 for the period of January 2026.
 - e. Report on exploring alternative water supplies for the City of Ingleside.

Consent Agenda

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

7. Deliberate and take appropriate action to accept a donation in the amount of \$1,000 from San Patricio County Library to the Ingleside Public Library.

8. Deliberate and take appropriate action on the Regular Meeting Minutes of February 10, 2026.
9. Deliberate and take appropriate action on an agreement between the City of Ingleside and the Ingleside Little League Association for the use of the Bennie Diegel Baseball/Softball Complex.
10. Deliberate and take appropriate action on an agreement between the City of Ingleside and the Mustang Infinite Softball Association for the use of the Faith Park Baseball/Softball Complex.

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.

11. Public hearing regarding an application filed by Michael Lonon to rezone the following property located at 2571 First St, Ingleside, Texas, bearing a legal description of Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition from R-2 – Two Family Residential to C-2 – General Commercial.

Regular Agenda

12. Deliberate and take appropriate action on the first reading of an Ordinance changing the zoning of the following property located at 2571 First St, Ingleside, Texas, bearing a legal description of Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition from R-2 – Two Family Residential to C-2 – General Commercial.
13. Deliberate and take appropriate action regarding an agreement for marketing and promotional video production services for the City, including authorization of the City Manager to negotiate the terms of an agreement for City Council approval.
14. Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside, San Patricio County, Texas, appointing a member to the unexpired term of Position 4 to the Ingleside Development Corporation (4-B) Board of Directors.
15. Deliberate and take appropriate action on a Resolution appointing members to the Coastal Bend Council of Governments Board of Directors.
16. Deliberate and take appropriate action on a Resolution authorizing the establishment of an Advisory Group to provide guidance and support for the conduct of a Facilities Feasibility Study.
17. Deliberate and take appropriate action for the City Council to authorize the City Manager to 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.
18. Deliberate and take appropriate action on the first reading of an Ordinance by the City

Council of the City of Ingleside, Texas amending the Code of Ordinances for the City of Ingleside, Texas, Chapter 2, Article III, Division 1, Section 2-38 conduct of meetings and providing for effective date, readings, publication, and severance.

Executive Session

19. 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. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) — to consult with the City Attorney and deliberate regarding the February 2026 performance reevaluation of the City Manager, including performance-based contractual consideration under the City Manager Employment Agreement.

20. 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. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) — to consult with the City Attorney and deliberate regarding the February 2026 performance reevaluation of the City Manager, including performance-based contractual consideration under the City Manager Employment Agreement.

Closing Agenda

21. Items to consider for placement on future agendas.

22. Adjourn.

Special Accommodations

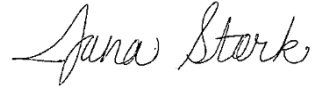
This facility is wheelchair accessible and there are special parking spaces near the main entrance. Request for accommodations or special services must be made 48 hours prior to this meeting. Please contact City Secretary's Office at (361) 776-2517 or Fax (361) 776-1027 or email citycouncilquestions@inglesidetxt.gov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

February 24, 2026, 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 February 18, 2026 by 5:00 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: February 24, 2026

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: February 24, 2026

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 Public Library Childrens Programs, Various Days
 3. Ingleside Public Library Free Crochet for Beginners, Mondays
 4. Ingleside Public Library Tutoring, Mondays and Saturdays
 5. Ingleside Public Library Mr. Kippy, Thursdays and Fridays
 6. Ingleside Public Library Book Club, 3rd Tuesday of the Month
 7. Ingleside Parks & Recreation Toddler Time, February 26, 2026
 8. Ingleside Parks & Recreation Spring Break Camp, March 09th - March 13, 2026
 9. Ingleside Parks & Recreation Family Night, March 12, 2026
 10. Ingleside Chamber of Commerce Round Up Days, March 20, 2026 - March 22, 2026
 11. Ingleside Parks & Recreation Toddler Time, March 26, 2026
 12. Ingleside Chamber of Commerce Trashion Fashion Show, March 26, 2026
 13. Ingleside Parks & Recreation Flashlight Egg Hunt, March 27, 2026
 14. Ingleside Parks & Recreation Vendors Market, March 28, 2026
 15. Ingleside Citizen's Academy, Thursday Nights from April 2nd - April 30th, 2026
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For information purposes only.

ATTACHMENTS:

1. 2026, 02-24 Community Events v3

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 PUBLIC LIBRARY

CHILDREN PROGRAMS

AFTER SCHOOL PROGRAM
TUESDAYS 3:45 TILL 5:00P

GAME DAY
WEDNESDAYS 4:00 TILL 5:30P

MRI KIPPY
THURSDAY 3:30 TILL 4:30P
FRIDAY 8:30 TILL 9:30A

5&UNDER
FRIDAYS 9:30 TILL 10:30A

FREE CROCHET FOR BEGINNERS

Monday's
4:30 - 5:30 PM

**DOES YOUR CHILD NEED
TUTORING IN:**

**MATH?
READING?
OR
ENGLISH?**

Mondays = 4:00-6:00 PM

&

Saturdays = 9:00 - 11:00 AM

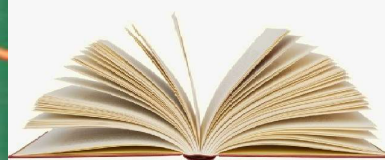
One Page at a Time

3rd Tuesday of the Month

1:30p

612 Sandpiper,

Ingleside on the Bay



Book Club

For more information Please call: GELINDA 972-463-0310
Or Ingleside Public Library: 361-775-5355

Ingleside Public Library



CITY OF INGLESIDE
PARKS AND RECREATION



TODDLER

TIME

February 26th

9:00 AM – 11:00 AM



HUMBLE YOUTH CENTER
2821 MAIN ST. INGLESIDE, TX

OPEN TO AGES 5 YEARS AND UNDER ONLY

Humble Youth Center

Spring Break Camp

March
9th-13th

SPOTS ARE LIMITED

Ages 6-12

\$100.00 Tuition

Registration opens on
Wednesday, February 18th
For more information call:
361-776-3438



Ingleside Parks and Recreation





Ingleside Parks and Recreation presents:

St. Patrick's Day

FAMILY NIGHT

**Come out and enjoy an evening
filled with fun!***

MARCH 12TH
6:00PM-8:00PM

Humble Youth Center
2821 Main St. Ingleside, TX



***To help us plan accordingly, please register if you plan to attend**

The Ingleside Chamber of Commerce Brings to you the 54th Annual Ingleside Round Up Days & Music Festival



ADMISSION \$7.00

Kids 3 and under FREE
Kids 4 - 12 of age \$5

Free entry
for Active Military, Veterans &
First Responders with active ID

\$500 VIP TABLES

\$5.00 parking

March 20th, 21st & 22nd, 2026

2867 Ave J * N.O. Simmons Park, Ingleside

Friday Night

Chill Billies
Cover Tones
SpazMatics

Saturday Night

Los Arias
La Calma
David Farias Y La Tropa F
La Fiebre



Conjuto Sunday - David Trevino Y Los Tremendosd, Conjunto Soliz,
Juaquin Chavez Y Los Conjunto Boys & Javier Soliz

Featuring

Kidz Zone
Marketplace Vendors
Food Trucks



FOR MORE INFO CALL 361-776-2906 OR
INGLESIDETXCHAMBER.COM



CITY OF INGLESIDE
PARKS AND RECREATION

A collection of colorful stars and exclamation marks in teal, pink, orange, and purple, scattered around the top of the page.

TODDLER

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TIME

March 26th

9:00 AM – 11:00 AM

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HUMBLE YOUTH CENTER
2821 MAIN ST. INGLESIDE, TX

OPEN TO AGES 5 YEARS AND UNDER ONLY

**The Ingleside Chamber of Commerce
Presents**

The 4th Annual **TRASHION FASHION SHOW**

Where "trash" becomes Fashion

4TH ANNUAL FASHION SHOW, DINNER AND SILENT AUCTION.
TRASHION FASHION CELEBRATES CREATIVE FASHION DESIGN AND
PROMOTES WASTE REDUCTION AND SUSTAINABILITY. BENEFITING
INGLESIDE CHAMBER FOUNDATION AND COMMUNITY GROUPS.

THURSDAY, MARCH 26TH, 2026
INGLESIDE HIGH SCHOOL CAFETERIA
2807 MUSTANG DRIVE
5:30PM - 8:00PM



HAUTE COUTURE \$1000

- PREFERRED SEATING/TABLE OF 8
- BUSINESS NAME ON TABLE
- LOGO ON ALL SOCIAL MEDIA
- BANNER ON STAGE
- FULL AD IN PROGRAM

VOGUE \$500.00

- TABLE OF 8
- BUSINESS NAME ON TABLE
- LOGO IN PROGRAM

AVANT-GARDE \$750.00

- TABLE OF 8
- BUSINESS NAME ON TABLE
- 1/2 PAGE AD IN PROGRAM
- LOGO ON SOCIAL MEDIA

FASHIONISTA \$300.00

- TABLE OF 8
- BUSINESS NAME ON TABLE

CASH PRIZES

1ST PLACE: \$200

2ND PLACE: \$150

3RD PLACE: \$100

INDIVIDUAL TICKET \$30.00



361-776-2906 | ingchamber4@gmail.com



INGLESIDE PARKS AND RECREATION

Flashlight Egg Hunt

FRIDAY, MARCH 27, 2026
LIGHTS OUT AT 8:30PM

**EGG HUNT WILL BE
DIVIDED INTO AGE GROUPS**

*FLASHLIGHTS AND TOTES AVAILABLE WHILE SUPPLIES LAST



0-5 WITH 1 ADULT

6-8 YEARS OLD

9 AND UP

**BENNIE DIEGEL BASEBALL COMPLEX
1944 PARKVIEW PL.
INGLESIDE, TX 78362**



Ingleside Parks and Recreation

VENDORS *Market*



SAT. MARCH 28TH

11AM-2PM

Save the date — your next favorite item is waiting!



N.O. Simmons Park – Basketball Pavillion
2867 Ave J, Ingleside, TX 78362

April
2ND-30TH

THURSDAYS
6PM-8PM



2026 *Enrollment Open*



SCAN ME

CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 6.c

City of Ingleside monthly financial report as of January 2026.

SUBMITTED BY: Priscilla Solis, Assistant Director of Finance, Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Monthly financial report ending January, 2025.

FISCAL ANALYSIS:

FY2026 See attachments for the month listed above: A.1; A.2, B.1; and C.1.

FY2026 The January 2026 Council Discretionary Funds account balance is \$141,187.06

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

1. FINANCIALS 01 2026.



Monthly Financial Report to City Council February 24, 2026

Finance Department
Submitted by: Priscilla Solis

	Page
A.) Statement of Revenues and Expenditures through January 2026 (Preliminary)	
1.) Summary By Fund	A.1
2.) Income Statement	A.2
 B.) Monthly Portfolio Report -December 31, 2025	 B.1
Total Value - December 31, 2025	\$ 109,510,173.40
Total Value - November 30, 2025	\$ 107,730,896.23
Net Change	\$ 1,779,277.17
 C.) Cash Basis Sales Tax Collections through January 2026	 C.1
FYD - Total	\$ 1,224,270.14 (Gross 4 months 40.81%)
Budgeted - Total	\$ 3,000,000.00
Difference Budget vs. Received	\$ 1,775,729.86 Remaining to Collect: 59.19%
 D.) FY26 General Fund Tax Roll Collection through January 2025	
FYD - Total	\$ 13,650,724.07
Budgeted - Total	\$ 17,112,576.00
Difference Budget vs. Received	\$ 3,461,851.93 Remaining to Collect: 20.23%



Fund Balance Report

As Of 01/31/2026

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
10 - GENERAL FUND	16,753,094.97	16,151,379.78	6,497,098.43	26,407,376.32
18 - COVE PARK TOURISM FUND	116,971.73	5,064.31	0.00	122,036.04
21 - HOTEL-MOTEL FUND	1,351,482.01	50,643.01	143,458.52	1,258,666.50
23 - INGLESIDE DEVELOPMENT COR	2,987,150.11	184,396.81	79,022.34	3,092,524.58
24 - IDC PROMOTIONAL SALES TAX	448,665.99	15,434.19	1,147.00	462,953.18
25 - GENERAL FUND GRANTS	695,128.84	120,717.22	441,953.94	373,892.12
28 - INGLESIDE STREET MAINTENA	2,602,122.02	154,341.91	53,828.15	2,702,635.78
30 - GF CAPITAL PROJECTS FUND	4,426,612.40	196,790.43	268,374.71	4,355,028.12
32 - GF VEHICLES & EQUIP>\$5K	3,658,785.29	347,536.00	663,926.38	3,342,394.91
40 - DEBT SERVICE FUND	554,476.88	3,911,681.57	0.00	4,466,158.45
50 - UTILITY FUND	2,334,483.44	2,934,235.47	1,625,703.33	3,643,015.58
51 - UF CAPITAL PROJECTS FUND	5,334,268.26	3.71	114,122.62	5,220,149.35
52 - UF VEHICLES & EQUIP>\$5K	-1,306,640.86	115,900.00	163,015.00	-1,353,755.86
54 - UTILITY IMPACT FEES	1,772,506.80	4,001.64	0.00	1,776,508.44
56 - WW TREATMENT PLANT-TWDB	1,749,680.10	17,315,286.15	2,042,806.73	17,022,159.52
57 - CO2024-CAPITAL BOND	10,180,403.03	0.00	12,357.50	10,168,045.53
58 - CO2025-WWTP BOND	18,279,244.85	0.00	0.00	18,279,244.85
60 - ASSET SEIZURES & FORFEIT.	63,061.76	0.00	0.00	63,061.76
Report Total:	72,001,497.62	41,507,412.20	12,106,814.65	101,402,095.17

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - GENERAL FUND	-1,145,038.06	-1,145,038.06	8,260,341.81	9,654,281.35	-10,799,319.41
18 - COVE PARK TOURISM F...	-10,000.00	-10,000.00	1,675.86	5,064.31	-15,064.31
21 - HOTEL-MOTEL FUND	-125,800.00	-125,800.00	-33,000.32	-92,815.51	-32,984.49
23 - INGLESIDE DEVELOPME...	0.00	-465,728.00	29,157.05	105,374.47	-571,102.47
24 - IDC PROMOTIONAL SALE...	0.00	-198,455.00	3,799.55	14,287.19	-212,742.19
25 - GENERAL FUND GRANTS	0.00	0.00	27,924.76	-321,236.72	321,236.72
28 - INGLESIDE STREET MAIN...	-550,000.00	-550,000.00	-11,415.31	100,513.76	-650,513.76
30 - GF CAPITAL PROJECTS F...	430,000.00	430,000.00	-79,746.03	-71,584.28	501,584.28
32 - GF VEHICLES & EQUIP>\$...	110,000.00	110,000.00	-148,970.54	-316,390.38	426,390.38
40 - DEBT SERVICE FUND	-920,539.00	-920,539.00	2,743,244.96	3,911,681.57	-4,832,220.57
50 - UTILITY FUND	2,198,872.91	2,198,872.91	278,474.03	1,308,532.14	890,340.77
51 - UF CAPITAL PROJECTS F...	106,000.00	106,000.00	0.00	-114,118.91	220,118.91
52 - UF VEHICLES & EQUIP>\$...	25,000.00	25,000.00	29,200.00	-47,115.00	72,115.00
54 - UTILITY IMPACT FEES	142,000.00	142,000.00	0.00	4,001.64	137,998.36
56 - WW TREATMENT PLANT...	14,476,750.00	14,476,750.00	-26,447.50	15,272,479.42	-795,729.42
57 - CO2024-CAPITAL BOND	-9,220,000.00	-9,220,000.00	-6,542.50	-12,357.50	-9,207,642.50
60 - ASSET SEIZURES & FORFE...	1,800.00	1,800.00	0.00	0.00	1,800.00
Total Surplus (Deficit):	5,519,045.85	4,854,862.85	11,067,695.82	29,400,597.55	

Portfolio Overview

Portfolio Summary

	Prior 30 Nov-25	Current 31 Dec-25
Par Value	107,819,626.28	109,577,577.30
Original Cost	107,661,981.11	109,419,932.13
Book Value	107,725,354.92	109,503,070.69
Market Value	107,730,896.23	109,510,173.40
Accrued Interest	62,547.72	34,468.34
Book Value Plus Accrued	107,787,902.63	109,537,539.03
Market Value Plus Accrued	107,793,443.94	109,544,641.74
Net Unrealized Gain/(Loss)	5,541.31	7,102.71

Income Summary

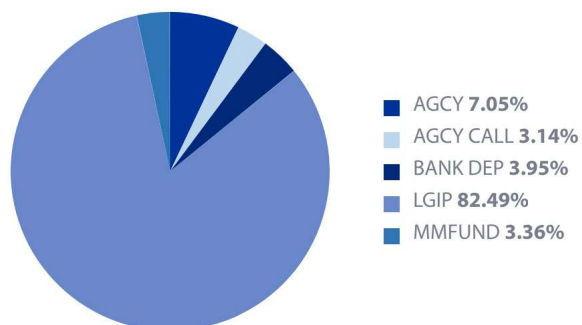
Current Period	1 Dec-25 to 31 Dec-25
Interest Income	333,266.49
Net Amortization/Accretion	19,764.75
Realized Gain/(Loss)	0.00
Net Income	353,031.24

Fiscal Year-to-Date	1 Oct-25 to 31 Dec-25
Net Income	1,065,966.84

Portfolio Characteristics

	Prior 30 Nov-25	Current 31 Dec-25
Yield to Maturity	3.996%	3.844%
Yield to Worst	3.996%	3.844%
Days to Final Maturity	18	15
Days to Effective Maturity	18	15
Duration	0.45	0.36

Asset Allocation

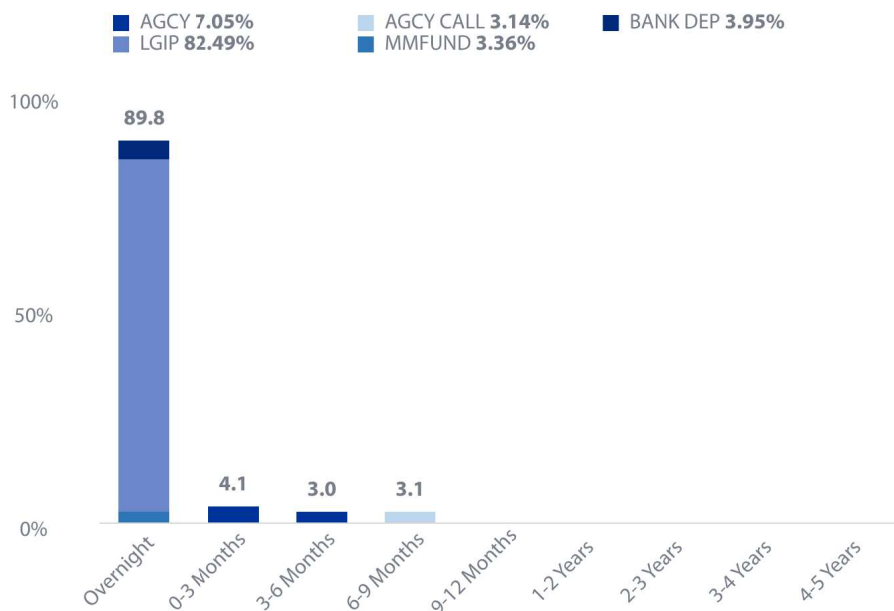


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Coupon	0.00	0.00	45,200.00	45,200.00	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

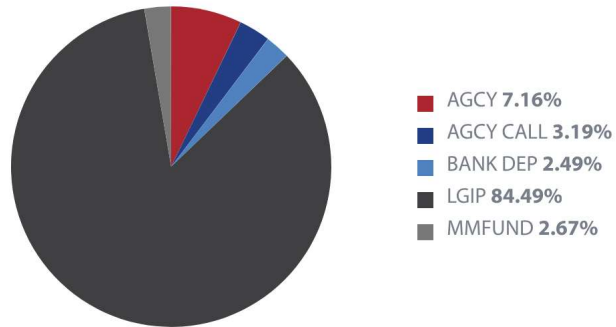
Issuer	Allocation
TEX PRIME	82.49%
Federal Home Loan Banks	7.21%
Federal Farm Credit Banks Funding Corporation	2.98%
MS	2.64%
1STCOMMBK	2.18%
FROST	1.77%
Invesco	0.72%

Maturity Distribution by Security Type

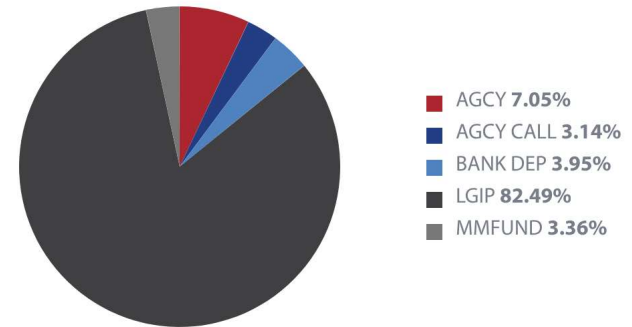
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY	--	4,454,997.56	3,265,424.95	--	--	--	--	--	--	7,720,422.51
AGCY CALL	--	--	--	3,440,070.88	--	--	--	--	--	3,440,070.88
BANK DEP	4,328,896.71	--	--	--	--	--	--	--	--	4,328,896.71
LGIP	90,333,637.16	--	--	--	--	--	--	--	--	90,333,637.16
MMFUND	3,680,043.43	--	--	--	--	--	--	--	--	3,680,043.43
Total	98,342,577.30	4,454,997.56	3,265,424.95	3,440,070.88	--	--	--	--	--	109,503,070.69

Asset Allocation

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



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

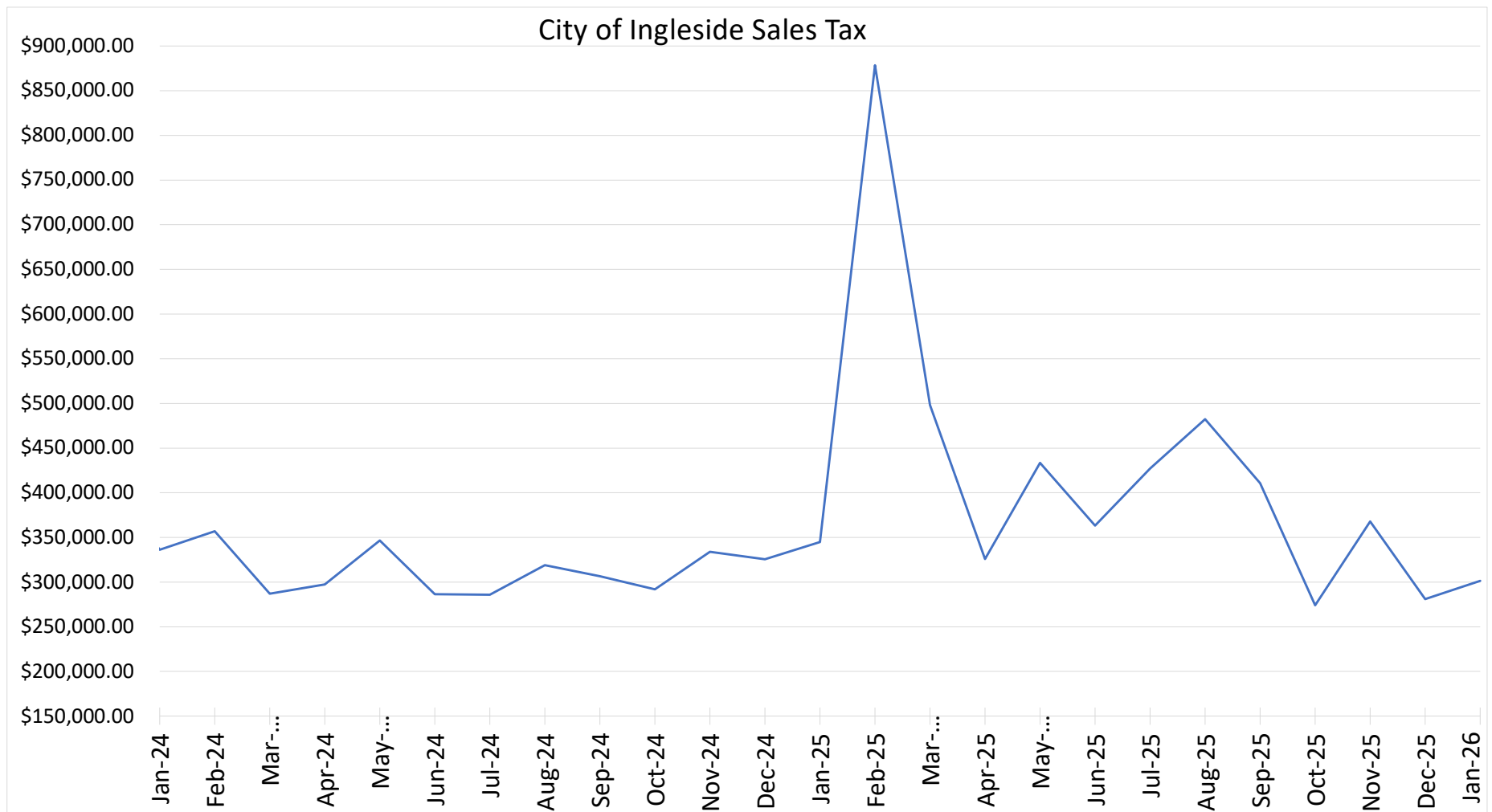


Book Value Basis Security Distribution

Security Type	Prior Balance 30-Nov-25	Prior Allocation 30-Nov-25	Change in Allocation	Current Balance 31-Dec-25	Current Allocation 31-Dec-25	Yield to Maturity
AGCY	7,708,723.48	7.16%	(0.11%)	7,720,422.51	7.05%	4.020%
AGCY CALL	3,432,005.16	3.19%	(0.04%)	3,440,070.88	3.14%	3.873%
BANK DEP	2,686,037.24	2.49%	1.46%	4,328,896.71	3.95%	0.805%
LGIP	91,018,564.12	84.49%	(2.00%)	90,333,637.16	82.49%	3.998%
MMFUND	2,880,024.92	2.67%	0.69%	3,680,043.43	3.36%	3.236%
Portfolio Total	107,725,354.92	100.00%		109,503,070.69	100.00%	3.844%

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	2,880,024.92	2,880,024.92	8,027.39	2,888,052.31	2,888,052.31	8,027.39	1	3.150%	3.150%
CO Series 2024	12,605,944.66	12,606,083.41	34,944.44	12,640,638.62	12,641,027.85	42,227.29	30	3.956%	3.956%
CO Series 2025	16,091,980.74	16,092,081.26	53,214.32	16,143,895.91	16,145,295.58	54,102.67	36	3.968%	3.968%
Debt Service	341,737.34	341,737.34	42,037.48	383,774.82	383,774.82	1,280.40	1	3.998%	3.998%
General	2,378,138.91	2,378,138.91	8,074.50	2,386,213.41	2,386,213.41	8,074.50	1	3.998%	3.998%
General Capital Projects	10,802,873.92	10,802,873.92	36,678.14	10,839,552.06	10,839,552.06	36,678.14	1	3.998%	3.998%
General Fund Grants	421,096.85	421,096.85	189.26	421,286.11	421,286.11	189.26	1	0.528%	0.528%
Hotel-Motel	1,357,821.80	1,357,821.80	4,610.23	1,362,432.03	1,362,432.03	4,610.23	1	3.998%	3.998%
Impact Fees	1,780,828.67	1,780,828.67	6,046.46	1,786,875.13	1,786,875.13	6,046.46	1	3.998%	3.998%
Ingleside Development	3,889,968.36	3,890,722.52	12,519.98	3,902,471.68	3,903,242.50	13,236.45	19	4.043%	4.043%
Ingleside Street Maintenance	3,133,927.01	3,134,541.51	10,259.51	3,144,221.02	3,144,801.02	10,710.68	16	4.050%	4.050%
Pooled Cash	29,340,104.21	29,344,037.60	2,520,998.95	31,861,073.56	31,865,036.55	93,569.38	15	3.632%	3.632%
TWDB Proceeds	17,383,839.92	17,383,839.92	(975,816.96)	16,408,022.96	16,408,022.96	56,784.92	1	3.998%	3.998%
Utility	5,151,740.31	5,151,740.31	17,491.80	5,169,232.11	5,169,232.11	17,491.80	1	3.998%	3.998%
Utility Capital Improvement	165,327.29	165,327.29	1.67	165,328.96	165,328.96	1.67	1	0.010%	0.010%
Total	107,725,354.92	107,730,896.23	1,779,277.18	109,503,070.69	109,510,173.40	353,031.24	15	3.844%	3.844%



CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 6.d

City of Ingleside expenditures paid over \$3,000.00 for the period of January 2026.

SUBMITTED BY: Luis Rios, Director of Finance, Priscilla Solis, Assistant 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 01/01/2026 to 01/31/2026.
Total A/P Checks and Invoices totaling over \$3,000.00 — Amount: \$2,329,670.46

RECOMMENDATION:

For Information purposes only.

ATTACHMENTS:

1. OVER 3K REPORT 01012026-01312026



Check Report

Date Range: 01/01/2026 - 01/31/2026

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
AT&T MOBILITY LLC	01/08/2026	Regular	5155.10	83129
COMPACT CONSTRUCTION EQUIPMENT LLC	01/08/2026	Regular	19979.86	83135
DEL MAR COLLEGE POLICE ACADEMY	01/08/2026	Void	4281.00	83137
ES OPCO USA, LLC.	01/08/2026	Regular	8647.00	83138
GEXA ENERGY, LP	01/08/2026	Regular	35323.61	83140
GMT SUPERIOR LUBE	01/08/2026	Regular	8010.80	83142
INGLESIDE CHAMBER OF COMMERCE	01/08/2026	Regular	6875.00	83145
JORDAN STAFFING, LLC	01/08/2026	Regular	4259.25	83146
KIEWIT OFFSHORE SERVICES, LTD.	01/08/2026	Regular	41075.57	83147
QUALITY AUTOMOTIVE REPAIR	01/08/2026	Regular	4247.38	83153
STATE FIREMAN'S/FIRE MARSHAL'S ASSOC. OF TEXAS	01/08/2026	Regular	3134.00	83159
TEXAS MUNICIPAL LEAGUE - IRP	01/08/2026	Regular	62037.25	83163
WATERLINE TECHNOLOGIES, INC.	01/08/2026	Regular	8999.71	83168
DEL MAR COLLEGE POLICE ACADEMY	01/12/2026	Regular	4281.00	83171
6S ENGINEERING, INC.	01/15/2026	Regular	9115.00	83174
AGCM, INC	01/15/2026	Regular	26447.50	83175
BELL'S UNLIMITED SERVICES, INC.	01/15/2026	Regular	13851.52	83178
J.J. FOX CONSTRUCTION, INC.	01/15/2026	Regular	3500.00	83190
RAPIDSCALE INC.	01/15/2026	Regular	3517.97	83196
REPUBLIC SERVICES, INC.	01/15/2026	Regular	121819.49	83197
SAN PATRICIO CO DEPT OF	01/15/2026	Regular	4700.00	83200
SAN PATRICIO MUNICIPAL WATER DISTRICT	01/15/2026	Regular	91990.40	83201
SHI-GOVERNMENT SOLUTIONS, INC.	01/15/2026	Regular	19890.00	83204
SIDDONS-MARTIN EMERGENCY GROUP	01/15/2026	Regular	19792.40	83205
SILSBEE FORD INC.	01/15/2026	Regular	192091.50	83206
STAPLES, INC.	01/15/2026	Regular	7715.08	83209
TERRACON CONSULTANTS, INC.	01/15/2026	Regular	5815.00	83211
UNITED STATES POSTAL SERVICE	01/15/2026	Regular	6000.00	83213
CLAIMS MANAGEMENT RESOURCES, INC.	01/22/2026	Regular	8729.52	83259
NETWORK CABLING SERVICES INC	01/22/2026	Regular	17907.01	83267
STATE COMPTROLLER	01/22/2026	Regular	17797.66	83274
TEXAS DIVISION OF EMERGENCY MANAGEMENT	01/22/2026	Regular	10691.56	83276
TRI COUNTY EMERGENCY MEDICAL SERVICES, INC.	01/22/2026	Regular	21307.23	83280
TYLER TECHNOLOGIES, INC.	01/22/2026	Regular	4068.75	83281
AMAZON CAPITAL SERVICES, INC.	01/29/2026	Regular	6215.48	83287
BELL'S UNLIMITED SERVICES, INC.	01/29/2026	Regular	13431.52	83290
DAVIDSON TROILO REAM & GARZA	01/29/2026	Regular	15180.61	83293
GREAT LAKES PETROLEUM CO	01/29/2026	Regular	3344.96	83300
JORDAN STAFFING, LLC	01/29/2026	Regular	6300.00	83303
PROGRESSIVE COMMERCIAL AQUATICS, INC	01/29/2026	Regular	4838.00	83310
PVS DX INC.	01/29/2026	Regular	3052.90	83311
TSI INCORPORATED	01/29/2026	Regular	19885.00	83316
UNIQUE EMPLOYMENT I LTD	01/29/2026	Regular	6763.06	83318
VULCAN MATERIALS COMPANY	01/29/2026	Regular	38112.90	83320
WAYPOINT BUSINESS SOLUTIONS, LLC	01/29/2026	Regular	16479.00	83321
WEX BANK	01/29/2026	Regular	5072.17	83323
ASSOCIATED CONSTRUCTION PARTNERS, LTD.	01/27/2026	Bank Draft	498823.83	PAYAPP05
TEXAS MUNICIPAL RETIREMENT SYSTEM	01/15/2026	Bank Draft	12429.71	DFT0000228
TEXAS MUNICIPAL RETIREMENT SYSTEM	01/15/2026	Bank Draft	67058.12	DFT0000237
TEXAS MUNICIPAL RETIREMENT SYSTEM	01/15/2026	Bank Draft	63349.59	DFT0000260
IRS	01/09/2026	Bank Draft	7373.30	DFT0000272
IRS	01/09/2026	Bank Draft	18949.13	DFT0000273
IRS	01/09/2026	Bank Draft	31527.02	DFT0000274
SYSTEMSEVEN SERVICES, LLC	01/02/2026	Bank Draft	4450.28	DFT0000275
TML INTERGOVERNMENT	01/09/2026	Bank Draft	118590.10	DFT0000277
ASSOCIATED CONSTRUCTION PARTNERS, LTD.	01/09/2026	Bank Draft	464238.52	DFT0000279
IRS	01/23/2026	Bank Draft	7147.44	DFT0000285
IRS	01/23/2026	Bank Draft	17549.86	DFT0000286
IRS	01/23/2026	Bank Draft	30561.04	DFT0000287
CARD SERVICE CENTER	01/19/2026	Bank Draft	25892.80	DFT0000288

Bank Code PCOP Summary

Payment Type	Payable Count	Payment
Regular Checks	78	\$ 961,729.72
Manual Checks	0	\$ -
Voided Checks	1	\$ 4,281.00
Bank Drafts	14	\$ 1,367,940.74
EFT's	0	\$ -
Total		\$ 2,333,951.46
Total Minus Voids		\$ 2,329,670.46

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 6.e

Report on exploring alternative water supplies for the City of Ingleside.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

As City Council is aware of our diminishing supply of potable water, it is necessary to seek alternative solutions to this issue. The City has been in contact with several surrounding cities, who, along with the City of Ingleside have formed a water alliance group. Several alternatives have been suggested, like increasing the flow of the Mary Roads Pipeline that supplies raw water from Lake Texana and the Lower Colorado River to the San Patricio Municipal Water District. Another option was to drill wells into the Evangaline Aquifer to augment the supply to the Corpus Christi Owen Stephens Water Treatment Plant, which in turn supplies the San Patricio Municipal Water District, which is where the City of Ingleside gets all the drinking water from. Another option that is being explored is the possibility of a desalination plant. The City of Ingleside has also looked into this possibility, including securing a reservation with the Nueces River Authority for a supply of 2.0MGD potable water. The City of Corpus Christi presented these options to the Ingleside City Council explaining their plan of action for the diminishing supplies. The plan of action is to secure an alternative resource by the fall of 2027. The City of Ingleside staff has contacted another potential water source provider. Seven Seas Water Corporation is a company that provides reverse osmosis treatment to brackish water. A plant has been in operation in the City of Alice and provides them with an additional 2.7MGD of potable water. City staff are working with this companies' representatives to explore the possibilities of having them assist the City of Ingleside in providing an alternative water source. One of the biggest obstacles in the plan of action that has been presented as yet is the exorbitant price and burden that it would place on the residents of the City of Ingleside. This brackish water plant would be a much more economical solution that would minimize the impact somewhat on the residents of Ingleside.

FISCAL ANALYSIS:

N/A.

RECOMMENDATION:

N/A. Informational purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 7

Deliberate and take appropriate action to accept a donation in the amount of \$1,000 from San Patricio County Library to the Ingleside Public Library.

SUBMITTED BY: Priscilla Solis, Assistant Director of Finance, Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

San Patricio County Library provides an annual contribution to support the surrounding communities, which includes the Ingleside Public Library.

FISCAL ANALYSIS:

The donation to the Ingleside Public Library is an annual contribution from the San Patricio County Library and was already included in the approved budget; therefore, no budget amendment is required.

RECOMMENDATION:

Staff recommends Council accept a donation in the amount of \$1,000 from San Patricio County for the Ingleside Public Library.

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 8

Deliberate and take appropriate action on the Regular Meeting Minutes of February 10, 2026.

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 February 10, 2026.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2026, 02-10 Regular Council Meeting Minutes_DRAFT v1

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
FEBRUARY 10, 2026**

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 February 10, 2026, 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, Julio Salinas, and Mayor Adame.

Council Members Absent: James Steward

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.

No Citizen Comments and Reports were presented at this meeting.

6. Staff Comments and Reports.

a. Council Comments and Reports.

Council Member John Salinas commented that he would not be running for Council in the upcoming election.

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

No discussion was held on this item.

c. Staff report regarding properties previously annexed into the City as temporary residential and an overview of the rezoning status to match the current and active uses on the properties.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the updated map that was handed out, the department going out and looking at the actual use of the properties that are listed as pending, and the changing of the maps in city buildings to reflect the changes of the rezones.

Presentations

7. Quarterly Investment report from Hilltop Securities.

Matt Harris, with Hilltop Securities, presented the Quarterly Investment report.

Consent Agenda

- 8. Deliberate and take appropriate action on the first reading of an Ordinance of the City of Ingleside calling a General Election to be held between San Patricio County and the City of Ingleside, Texas on May 02, 2026, in the City of Ingleside, Texas to elect Mayor, Council Member Place 2, Council Member Place 4, and Council Member Place 6, making provision for the conduct of the Election; including designating the main Early Voting place for such Election; providing for an Order and Notice of such Election; providing for Early Voting, Election Day voting and provisional ballots; resolving other matters incident and related to such Election; providing for severability and setting an effective date.**

Proposed Ordinance 2026-03.

- 9. Deliberate and take appropriate action on the Regular Meeting Minutes of January 27, 2026.**

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

Regular Agenda

- 10. Deliberate and take appropriate action on the second and final reading of an Ordinance changing the zoning of the following property generally located West of FM 1069 and East of Arleigh Burker Rd and further described in the legal description below, from R-1 – Single Family Residential to I – Industrial.**

76.07 acres being part of Abstract 271 LV Zacharias WM Docker Survey Number 1, and a 3.918-acre tract III being part of LV Zacharias Abstract 271, and 1.57 acres out of WM Docker Survey Abstract 271, and 6.998 acres being part of Abstract 271 LV Zacharias WM Docker Survey Number 1, and 1.77 acres out of WM Docker Survey Abstract 271, and being a 8.77 acre tract of land situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being a portion of a called 106.06 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, as recorded in Clerk's File No. 694078 & 682036, Official Public Records of San Patricio County, Texas, and a portion of a called 1.62 acre tract of land conveyed to Flint Hills

Resources Ingleside, LLC, as recorded in Clerk's File No. 694078, Official Public Records of San Patricio County, Texas, and being all of a called 1.72 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, as recorded in Clerk's File No. 694078, Official Public Records of San Patricio County, Texas, and being a 23.87 acre tract of submerged land, situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being all of that called 19.65 acre tract of land conveyed to Koch Pipeline Company, L.P., recorded in Clerk's File No. 444378, Official Public Records of San Patricio County, Texas, and in Clerk's File No. 1996032503, Official Public Records of Nueces County, Texas, being out of the called 10,301.37 acre tract of submerged land conveyed by the State of Texas to Nueces County navigation district No. 1 by patent No. 217, Volume 14- b, dated January 24, 1950, Abstract No. 2684, as recorded in Volume 455, page 586, Deed records of Nueces County, Texas, and being a 10.92 acre tract of submerged land, situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being all of that called 8.86 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC recorded in Clerk's File No. 704768 & 606954, Official Public Records of San Patricio County, Texas, and all of that called 2.06 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, recorded in Clerk's File No. 704768 & 606954, Official Public Records of San Patricio County, Texas.

Proposed Ordinance 2026-04.

No discussion was held on this item

Motion: Mayor Pro-Tem Long made a motion to approve Ordinance 2026-04, an Ordinance changing the zoning of the following property generally located West of FM 1069 and East of Arleigh Burkner Rd and further described in the legal description below, from R-1 – Single Family Residential to I – Industrial: 76.07 acres being part of Abstract 271 LV Zacharias WM Docker Survey Number 1, and a 3.918-acre tract III being part of LV Zacharias Abstract 271, and 1.57 acres out of WM Docker Survey Abstract 271, and 6.998 acres being part of Abstract 271 LV Zacharias WM Docker Survey Number 1, and 1.77 acres out of WM Docker Survey Abstract 271, and being a 8.77 acre tract of land situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being a portion of a called 106.06 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, as recorded in Clerk's File No. 694078 & 682036, Official Public Records of San Patricio County, Texas, and a portion of a called 1.62 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, as recorded in Clerk's File No. 694078, Official Public Records of San Patricio County, Texas, and being all of a called 1.72 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, as recorded in Clerk's File No. 694078, Official Public Records of San Patricio County, Texas, and being a 23.87 acre tract of submerged land, situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being all of that called 19.65 acre tract of land conveyed to Koch Pipeline Company, L.P., recorded in Clerk's File No. 444378, Official Public Records of San Patricio County, Texas, and in Clerk's File No. 1996032503, Official Public Records of Nueces County, Texas, being out of the called 10,301.37 acre tract of submerged land conveyed by the State of Texas to Nueces County navigation district No. 1 by patent No. 217, Volume 14- b, dated

January 24, 1950, Abstract No. 2684, as recorded in Volume 455, page 586, Deed records of Nueces County, Texas, and being a 10.92 acre tract of submerged land, situated in J. Robinson Survey, Abstract No. 225, San Patricio County, & Nueces Navigation District No. 1 Survey, Abstract No. 2684, Nueces County, Texas, and being all of that called 8.86 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC recorded in Clerk's File No. 704768 & 606954, Official Public Records of San Patricio County, Texas, and all of that called 2.06 acre tract of land conveyed to Flint Hills Resources Ingleside, LLC, recorded in Clerk's File No. 704768 & 606954, Official Public Records of San Patricio County, Texas. Council Member John Salinas seconded the motion. Motion carried 4:0:2.

For Motion: Mayor Pro-Tem Long, Council Member Timmerman, Council Member John Salinas, and Council Member Pruitt

Against Motion: None

Abstained: Council Member Julio Salinas and Mayor Adame

11. Deliberate and take appropriate action on a Resolution to standardize the rental fees for the City of Ingleside Garden Center and Humble Station Community and Youth Center.

Proposed Resolution 2026-05.

Discussion was held between Council Members, City Manager Lewis, City Attorney McCann, and Director of Infrastructure Services Paredez about non-profits, the rates between residential and non-residential, refunds of deposits if the space is cleaned, same size rental spaces but different rates, same amenities, and to bring the Resolution back with changes.

No Action was taken on this item.

12. Deliberate and take appropriate action for the City Council to authorize the City Manager to advertise a Request For Qualifications (RFQ) for Building Inspections and Plan Review Services.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about reviewing of plans, Safebuilt is the current vendor for the City, and this being done every five (5) years.

Motion: Council Member Julio Salinas made a motion to authorize the City Manager to advertise a Request For Qualifications (RFQ) for Building Inspections and Plan Review Services. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Executive Session

13. Closed Session

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

- A. Pursuant to Section 551.071 (Consultation with Attorney) – Regarding pending litigation styled Victor Polanco and Sarah Polanco v. City of Ingleside, et al., Cause No. S-25-5485-CV-B.**
- B. Pursuant to Section 551.071 (Consultation with Attorney) – Regarding pending litigation styled Port of Texas, LP v. City of Ingleside, Texas, Cause No. S-25-5288-CV-C.**

At 7:00 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) – Regarding pending litigation styled Victor Polanco and Sarah Polanco v. City of Ingleside, et al., Cause No. S-25-5485-CV-B, and Pursuant to Section 551.071 (Consultation with Attorney) – Regarding pending litigation styled Port of Texas, LP v. City of Ingleside, Texas, Cause No. S-25-5288-CV-C.

14. 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. Pursuant to Section 551.071 (Consultation with Attorney) – Regarding pending litigation styled Victor Polanco and Sarah Polanco v. City of Ingleside, et al., Cause No. S-25-5485-CV-B.**
- B. Pursuant to Section 551.071 (Consultation with Attorney) – Regarding pending litigation styled Port of Texas, LP v. City of Ingleside, Texas, Cause No. S-25-5288-CV-C.**

At 7:21 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

Item B: No Action Taken

Closing Agenda

15. Items to consider for placement on future agendas.

Council Member Pruitt requested the Little League contracts be on the next agenda.

16. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 7:22 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

DRAFT

CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 9

Deliberate and take appropriate action on an agreement between the City of Ingleside and the Ingleside Little League Association for the use of the Bennie Diegel Baseball/Softball Complex.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Little League Association has requested the use of the Bennie Diegel Baseball Complex for the period from January 1st, 2026, to December 31st, 2026. During this period, the Little League will conduct its scheduled league play. The City reserves the right to use the fields during the life of this Agreement for specialty events, as long as they don't conflict with normal Little League scheduled play. A Special Use Permit will be issued individually for the use of the facility by other organizations.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends authorizing the City Manager to execute the agreement on behalf of the City of Ingleside.

ATTACHMENTS:

1. Little League contract v2



LICENSE AGREEMENT THE CITY OF INGLESIDE AND INGLESIDE LITTLE LEAGUE

This license agreement (“Agreement”) made and entered into this ____ day of _____, 2026 by and between Ingleside Little League, (hereinafter referred to as “Little League” or “Licensee”) and the City of Ingleside, Texas, a political subdivision of the State of Texas (hereinafter referred to as “City”) for the use of City owned baseball /softball fields, located at Bennie Diegel Baseball Complex at Live Oak Park located at 1944 Parkview Place, Ingleside, Texas 78362 (hereinafter referred to as “Facilities” or “Facility”). The Little League and the City for the considerations stated herein mutually agree as follows:

A. Scope of Services

- (a) Little League agrees to provide and operate a recreational youth baseball and softball program within the City of Ingleside that promotes youth recreation, physical fitness, teamwork, and positive community engagement for residents of the City and surrounding area.
- (b) In furtherance of the public purpose described herein, the City agrees to make available City-owned baseball and softball fields, located at the Bennie Diegel Baseball Complex at Live Oak Park, 1944 Parkview Place, Ingleside, Texas 78362, for use by Little League during the 2026 season, subject to availability, City needs, and the terms and conditions of this Agreement.

B. Term of Agreement

The term of this Agreement shall be from January 1, 2026, through December 31, 2026. During the term, Little League’s use of the Facilities is limited solely to the activities expressly authorized in Subsection C (Use of Facilities) and in accordance with the terms and conditions of this Agreement. Upon expiration or termination of this Agreement, Little League shall immediately vacate the Facilities in their entirety, including the removal of all personal property and trash.

C. Use of Facilities

Little League is granted a revocable, non-exclusive license to use the Facilities for scheduled practices, games, and tournaments during the term of this Agreement and only during the dates and times authorized herein. Such use constitutes priority scheduled use only and does not grant Little League exclusive possession or control of the Facilities.

This Agreement does not convey and shall not be construed as conveying any real property interest, leasehold estate, easement, or other possessory right in the Facilities. All rights granted to Little

League are personal in nature and shall at all times remain a license subject to the terms, conditions, and termination provisions of this Agreement.

Little League shall not restrict public access to the Facilities and shall not charge any fee for public viewing of games, scrimmages, or practices, except for tournaments as expressly permitted by this Agreement. The City retains the right to access, use, and schedule the Facilities for City purposes or City-sponsored events when Little League activities are not scheduled, and the City shall provide reasonable notice of such use when practicable.

Authorized hours of use for Little League activities shall be Monday through Friday from 4:00 p.m. to 10:00 p.m.; Saturdays from 8:00 a.m. to 10:00 p.m.; and Sundays only when tournaments are scheduled, between the hours of 8:00 a.m. and 9:00 p.m.

The City retains the right to enter upon and inspect the Facilities, including but not limited to the fields and restrooms, at any time for purposes of inspection, maintenance, enforcement of this Agreement, or the performance of any governmental function. Further, the City may temporarily suspend Little League's use of the Facilities due to weather conditions, maintenance needs, safety concerns, City operations, governmental functions, or public purposes, or other circumstances beyond the City's reasonable control. The City shall provide notice when practicable.

D. Condition of Facilities; As-Is Use

Little League acknowledges and agrees that the Facilities are provided "AS IS" and "WITH ALL FAULTS," and without any warranty, express or implied, including any warranty of fitness for a particular purpose or condition. The City makes no representation or warranty regarding the condition, safety, or suitability of the Facilities for Little League's intended use. Little League has had the opportunity to inspect, or has inspected, the Facilities and accepts the Facilities in their existing condition. Little League assumes all risk associated with its use of the Facilities.

Nothing in this Agreement shall be construed to prohibit the City from providing maintenance, repairs, or other support at the Facilities when issues are identified, consistent with City practices and available resources.

E. Field Maintenance and Care Responsibilities

1. City

The City will mow and edge the fields at the Facilities at least once every two (2) weeks. Little League is permitted to mow or trim the fields at the Facilities more frequently, provided that the mowing heights are approved by, and the schedule is coordinated with, the Director of Infrastructure Services.

2. Little League

Little League shall be responsible for maintenance and care of the Facilities as outlined by this Agreement throughout the duration of this Agreement. Facility maintenance performed by Little League shall consist of, but is not limited to:

- Preparation of baseball/softball fields for purposes of hosting practices, games and tournaments.
- Grade the infields to ensure proper drainage of baseball/softball fields so water drains off said fields after rainfall.
- Regularly drag and rake the baseball/softball fields to maintain the infield grade and prevent ruts and puddles from forming that could impede playability and present safety hazards.
- Clearly and thoroughly communicate proper baseball/softball field care and etiquette to any individual using said fields.
- Ensure the infield and base paths are enriched with infield mix also known as “baseball dirt” or “baseball clay,” which is comprised of a combination of sand, silt, and clay to ensure proper surfacing for such areas.
- Examine and maintain all baseball/softball fields before and after every use and ensure they are not used when wet or when a dangerous condition exists.
- Perform maintenance and cleanup of the Facilities other than routine maintenance and repairs on structures around the baseball/softball fields to ensure their proper function and safety for both spectators and participants, including fences, dugouts, bleachers, and other miscellaneous structures.
- Check that there are no bare/bald spots that leave hard soil exposed.
- Ensure no standing water is on the baseball/softball fields.
- Remove any burrs, thistles, and thorns from the baseball/softball fields ensuring that all fields are kept clear of such hazards to maintain a safe and playable environment. The City will assist with such removal as needed.
- Fix any gopher holes, mounds, or ruts which exist on the baseball/softball fields.
- Communicate the importance of caring for the outfield grass on the baseball/softball fields to coaches and parents.
- Ensure the clay in the infield is loose enough and not too coarse for safe sliding but not so loose that it impedes traction.
- Ensure the running paths of the baseball/softball fields are level and the bases, home plate, and pitcher’s rubber are securely anchored to the ground.
- Ensure removal of lip or soil buildup between the infield and outfield boundary of each baseball/softball fields.
- Ensure the skinned areas of the baseball/softball fields are dry, and if such fields are not, facilitate proper drainage of these areas.

- Postpone practices, games, tournaments or other play if the soil of the baseball/softball fields sticks/adheres to the bottom of shoes, cleats, or other footwear to prevent damage to such fields.
- Ensure the pitcher's mound, batter's box, and home plate areas are in good condition and conform to Little League requirements.
- No field maintenance equipment shall be visible while not in use.
- Any desired field alterations (baselines, chalking, pitcher's mound, and home plate), repairs or improvement beyond the normal routine maintenance must have prior written approval from the City's Director of Infrastructure Services and will be accomplished in accordance with all City ordinances and codes.
- Improvements made will become City property, unless otherwise agreed to in writing with the approval of the City Manager. No improvements may be removed without prior written approval from the Director of Infrastructure Services. Examples of improvements include, but are not limited to the following: lights, light poles, light fixtures, scoreboards, and associated control boxes, bleachers, and fencing.

F. Restrooms

The City agrees, at its expense, to provide adequate restroom facilities for Little League use for the duration of this Agreement. The City shall furnish hand soap, toilet paper, paper towels and other items that the City deems necessary for the use of such restroom facilities.

G. Concessions

The City agrees to provide concession keys to Little League for access of the concession facilities, and Little League agrees to lock the concession facilities at the close of each day's game. Little League must provide a key deposit of \$90.00 per key in the form of a check or money order. Little League agrees that it shall not engage in any activities that generate profit beyond the sale of incidental items, such as water, soft drinks, and snacks such as pre-packaged or minimally processed food items, including but not limited to chips, crackers, granola bars, and candy. All revenues generated by Little League must be used solely to cover operational expenses, maintenance, and improvements related to the Little League's activities. Any profits derived from sources other than the incidental sales as listed above are strictly prohibited. Little League shall provide the city with a financial statement to ensure compliance with this provision.

H. Cleaning of Facilities

Little League agrees to clean and clear the Facilities, including but not limited to, fields and bleachers, of any trash and equipment following each practice and each game or tournament. Any and all trash collected at the Facilities by Little League shall be placed in trash cans provided by the City.

I. Additional Provisions

Little League shall provide the following items to the City as a prerequisite for use of the Facilities:

1. Little League agrees to carry liability insurance in the amounts of \$1,000,000.00 (one million) per person and \$1,000,000.00 (one million) per occurrence naming the City of Ingleside as additional insured, insuring Little League against liabilities and claims occurring during the term of this Agreement and related to the use, occupancy, possession, maintenance or repair of the Facilities by Little League, and shall maintain such insurance continuously throughout the term of this Agreement. Such insurance shall be primary to, and non-contributory with, any insurance carried by the City. Further, Little League agrees to, and shall, provide the City with proof of such insurance coverage before the Agreement is in effect and use of the Facility is permitted.
2. A listing of all coaches and assistant coaches, including any support staff, who have successfully passed a background check by an approved agency that conducts background checks that are current within the current calendar year. The City requires any coach, assistant coach, and any support staff who will be utilizing the Facilities as permitted by this Agreement to have successfully completed a background check. Failure to comply with this requirement constitutes a breach of this Agreement. Such a list shall be provided to the City before the use of the Facilities by Little League can be permitted.
3. A season schedule of games shall be provided to the City by Little League prior to the start of the season and written notice shall be provided to the Director of Infrastructure Services of any rescheduling of games by at least one entire business day prior to when the rescheduled game(s) is/are scheduled to be played. Such notice may be sent by email. A schedule of league games must be received ten (10) days prior to any league games being held. Practices may take place at the Facility prior to the receipt of the schedule; however, no official games may be played until the schedule has been received.
4. Little League shall not assign this Agreement, nor shall it sublease or rent out the Facilities of the City. All inquiries for subleasing or renting of the Facilities must be referred to the City for approval or disapproval at the City's sole discretion.
5. Little League shall maintain its charter with the Little League Baseball / Softball Association and shall maintain its financial viability and must keep and maintain accurate, current financial records in accordance with sound accounting and financial management practices and must, on request of the City, make available to the City of inspection and copying all such records.
6. Any and all personal property remaining at the Facilities at the time of expiration of this Agreement will become the property of the City.

7. Little League shall comply with any existing local, state and federal law, including any applicable city ordinance whether codified or otherwise, and shall not use the Facilities in such manner as to constitute a nuisance.
8. Little League's use of the Facilities is subject to reasonable rules, regulations, and policies adopted by the City from time to time for the operation and use of City Facilities.

J. Severability

If, for any reason, any section, paragraph, subdivision, clause, phrase word or provision of this Agreement 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 contract, for it is the definite intent of the parties hereto that every section, paragraph , subdivision, clause, phrase, word and provision hereto be given full force and effect for its purpose.

K. Indemnification

LITTLE LEAGUE AGREES AND UNDERSTANDS THAT IT IS SPONSORING AN ATHLETIC ACTIVITY THAT HAS CERTAIN INHERENT DANGERS, AND THAT PERSONS PARTICIPATING IN LITTLE LEAGUE ACTIVITIES DISCUSSED HEREIN MAY BE INJURED ON THE PREMISES. LITTLE LEAGUE UNDERSTANDS THAT THE CITY WILL ATTEMPT TO PROVIDE SAFE PREMISES, BUT THAT CONDITIONS MAY CHANGE OR DEVELOP, WHICH CREATE UNANTICIPATED DANGERS. LITTLE LEAGUE AGREES AND REPRESENTS THAT IT SHALL INSPECT THE PREMISES AT THE BEGINNING OF EACH GAME AND PRACTICE SESSION, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS LOCATED AT THE FACILITIES, AND THAT LITTLE LEAGUE HAS DETERMINED THAT SUCH PREMISES ARE REASONABLY SAFE FOR THE ACTIVITIES CONTEMPLATED BY LITTLE LEAGUE HEREUNDER. LITTLE LEAGUE FURTHER AGREES THAT AT ANY TIME ITS REPRESENTATIVES OBSERVE AN UNSAFE CONDITION ON THE PREMISES USED BY LITTLE LEAGUE, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS LOCATED AT THE FACILITIES, LITTLE LEAGUE SHALL IMMEDIATELY REPORT SUCH DANGEROUS CONDITION TO THE CITY MANAGER OR HIS DESIGNEE. IF THE DANGEROUS CONDITION POSES AN IMMINENT DANGER LITTLE LEAGUE SHALL IMMEDIATELY DISCONTINUE THE ACTIVITY AND USE OF THAT PORTION OF THE FACILITIES.

LITTLE LEAGUE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF INGLESIDE, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE ACTIVITIES

OF THE LITTLE LEAGUE CONTEMPLATED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING OUT OF OR ALLEGED TO ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY LITTLE LEAGUE OFFICIALS, PLAYERS, MEMBERS, OFFICERS, OR AGENTS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF THE CITY OF INGLESIDE OR ANY IMMUNITY APPLICABLE TO ITS OFFICIALS, AGENTS, SERVANTS OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR THE CITY'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED ABOVE OF THIS CONTRACT. TO THE EXTENT THERE MAY BE A WAIVER OF IMMUNITY UNDER STATE LAW TO ENFORCE THIS AGREEMENT, THE REMEDIES AVAILABLE TO ASSOCIATION TO ENFORCE THIS AGREEMENT ARE LIMITED TO MANDAMUS OR SPECIFIC PERFORMANCE. ALL OTHER REMEDIES, INCLUDING SUITS FOR DAMAGES AND RECOVERY OF ATTORNEYS' FEES ARE SPECIFICALLY WAIVED BY BOTH PARTIES.

L. Applicable Law and Venue

This Agreement is entered into subject to the City Charter and ordinances of the City of Ingleside as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. Venue for any action arising out of or relating to this Agreement shall lie exclusively in a court of competent jurisdiction located in San Patricio County, Texas.

M. Governmental Immunity

Little League understands and agrees that the City of Ingleside is a Texas home-rule municipality and that by entering into this Agreement, the City is performing a governmental function. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the governmental or sovereign immunities, rights, benefits, or protections of City.

N. Termination of Agreement

Notwithstanding any other provision of this Agreement the City and/or Little League may terminate the Agreement on a no-fault basis at any time by giving the other party 30 days written notice. Any failure of Little League to adhere to this Agreement after any violation has been reported by the City to Little League may result in this facility usage Agreement being terminated immediately.

O. Notices

Any notice required under this Agreement may be given in writing and delivered personally, by mail, or by email to the last known contact provided by the parties.

P. Entire Agreement

This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

EXECUTED effective the _____ day of _____.

CITY OF INGLESIDE, TEXAS

Brenton B, Lewis, City Manager

ATTEST:

Jana Stork, City Secretary

INGLESIDE LITTLE LEAGUE
PO Box 1453
Ingleside, Texas 78362



Victor Moreno, President

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 10

Deliberate and take appropriate action on an agreement between the City of Ingleside and the Mustang Infinite Softball Association for the use of the Faith Park Baseball/Softball Complex.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Mustang Infinite Softball Association has requested the use of the Faith Park Baseball / Softball Complex for the period from January 1, 2026 to December 31, 2026. During this period, the association will conduct its scheduled games. The City reserves the right to use the fields during the life of this contract for specialty events, as long as they don't conflict with the normal association's scheduled play. A Special Use Permit will be issued individually for the use of the facility by other organizations.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends authorizing the City Manager to execute the agreement on behalf of the City of Ingleside.

ATTACHMENTS:

1. MIS Contract



LICENSE AGREEMENT

THE CITY OF INGLESIDE AND MUSTANG INFINITE SOFTBALL ASSOCIATION

This license agreement (“Agreement”) made and entered into this ____ day of _____, 2026 by and between Mustang Infinite Softball Association , (hereinafter referred to as “MIS ” or “Licensee”) and the City of Ingleside, Texas, a political subdivision of the State of Texas (hereinafter referred to as “City”) for the use of City owned baseball /softball fields, located at Faith Park Baseball Complex located at 2740 Mustang Drive, Ingleside, Texas 78362 (hereinafter referred to as “Facilities” or “Facility”). The MIS and the City for the considerations stated herein mutually agree as follows:

A. Scope of Services

- (a) MIS agrees to provide and operate a recreational youth baseball and softball program within the City of Ingleside that promotes youth recreation, physical fitness, teamwork, and positive community engagement for residents of the City and surrounding area.
- (b) In furtherance of the public purpose described herein, the City agrees to make available City-owned baseball and softball fields, located at the Faith Park Complex at 2740 Mustang Drive, Ingleside, Texas 78362, for use by MIS during the 2026 season, subject to availability, City needs, and the terms and conditions of this Agreement.

B. Term of Agreement

The term of this Agreement shall be from January 1, 2026, through December 31, 2026. During the term, MIS’s use of the Facilities is limited solely to the activities expressly authorized in Subsection C (Use of Facilities) and in accordance with the terms and conditions of this Agreement. Upon expiration or termination of this Agreement, MIS shall immediately vacate the Facilities in their entirety, including the removal of all personal property and trash.

C. Use of Facilities

MIS is granted a revocable, non-exclusive license to use the Facilities for scheduled practices, games, and tournaments during the term of this Agreement and only during the dates and times authorized herein. Such use constitutes priority scheduled use only and does not grant MIS exclusive possession or control of the Facilities.

This Agreement does not convey and shall not be construed as conveying any real property interest, leasehold estate, easement, or other possessory right in the Facilities. All rights granted to MIS are

personal in nature and shall at all times remain a license subject to the terms, conditions, and termination provisions of this Agreement.

MIS shall not restrict public access to the Facilities and shall not charge any fee for public viewing of games, scrimmages, or practices, except for tournaments as expressly permitted by this Agreement. The City retains the right to access, use, and schedule the Facilities for City purposes or City-sponsored events when MIS activities are not scheduled, and the City shall provide reasonable notice of such use when practicable.

Authorized hours of use for MIS activities shall be Monday through Friday from 4:00 p.m. to 10:00 p.m.; Saturdays from 8:00 a.m. to 10:00 p.m.; and Sundays only when tournaments are scheduled, between the hours of 8:00 a.m. and 9:00 p.m.

The City retains the right to enter upon and inspect the Facilities, including but not limited to the fields and restrooms, at any time for purposes of inspection, maintenance, enforcement of this Agreement, or the performance of any governmental function. Further, the City may temporarily suspend MIS's use of the Facilities due to weather conditions, maintenance needs, safety concerns, City operations, governmental functions, or public purposes, or other circumstances beyond the City's reasonable control. The City shall provide notice when practicable.

D. Condition of Facilities; As-Is Use

MIS acknowledges and agrees that the Facilities are provided "AS IS" and "WITH ALL FAULTS," and without any warranty, express or implied, including any warranty of fitness for a particular purpose or condition. The City makes no representation or warranty regarding the condition, safety, or suitability of the Facilities for MIS's intended use. MIS has had the opportunity to inspect, or has inspected, the Facilities and accepts the Facilities in their existing condition. MIS assumes all risk associated with its use of the Facilities.

Nothing in this Agreement shall be construed to prohibit the City from providing maintenance, repairs, or other support at the Facilities when issues are identified, consistent with City practices and available resources.

E. Field Maintenance and Care Responsibilities

1. City

The City will mow and edge the fields at the Facilities at least once every two (2) weeks. MIS is permitted to mow or trim the fields at the Facilities more frequently, provided that the mowing heights are approved by, and the schedule is coordinated with, the Director of Infrastructure Services.

2. MIS

MIS shall be responsible for maintenance and care of the Facilities as outlined by this Agreement throughout the duration of this Agreement. Facility maintenance performed by MIS shall consist of, but is not limited to:

- Preparation of baseball/softball fields for purposes of hosting practices, games and tournaments.
- Grade the infields to ensure proper drainage of baseball/softball fields so water drains off said fields after rainfall.
- Regularly drag and rake the baseball/softball fields to maintain the infield grade and prevent ruts and puddles from forming that could impede playability and present safety hazards.
- Clearly and thoroughly communicate proper baseball/softball field care and etiquette to any individual using said fields.
- Ensure the infield and base paths are enriched with infield mix also known as "baseball dirt" or "baseball clay," which is comprised of a combination of sand, silt, and clay to ensure proper surfacing for such areas.
- Examine and maintain all baseball/softball fields before and after every use and ensure they are not used when wet or when a dangerous condition exists.
- Perform maintenance and cleanup of the Facilities other than routine maintenance and repairs on structures around the baseball/softball fields to ensure their proper function and safety for both spectators and participants, including fences, dugouts, bleachers, and other miscellaneous structures.
- Check that there are no bare/bald spots that leave hard soil exposed.
- Ensure no standing water is on the baseball/softball fields.
- Remove any burrs, thistles, and thorns from the baseball/softball fields ensuring that all fields are kept clear of such hazards to maintain a safe and playable environment. The City will assist with such removal as needed.
- Fix any gopher holes, mounds, or ruts which exist on the baseball/softball fields.
- Communicate the importance of caring for the outfield grass on the baseball/softball fields to coaches and parents.
- Ensure the clay in the infield is loose enough and not too coarse for safe sliding but not so loose that it impedes traction.
- Ensure the running paths of the baseball/softball fields are level and the bases, home plate, and pitcher's rubber are securely anchored to the ground.
- Ensure removal of lip or soil buildup between the infield and outfield boundary of each baseball/softball fields.
- Ensure the skinned areas of the baseball/softball fields are dry, and if such fields are not, facilitate proper drainage of these areas.
- Postpone practices, games, tournaments or other play if the soil of the baseball/softball fields sticks/adheres to the bottom of shoes, cleats, or other footwear to prevent damage to such fields.
- Ensure the pitcher's mound, batter's box, and home plate areas are in good condition and conform to MIS requirements.

- No field maintenance equipment shall be visible while not in use.
- Any desired field alterations (baselines, chalking, pitcher's mound, and home plate), repairs or improvement beyond the normal routine maintenance must have prior written approval from the City's Director of Infrastructure Services and will be accomplished in accordance with all City ordinances and codes.
- Improvements made will become City property, unless otherwise agreed to in writing with the approval of the City Manager. No improvements may be removed without prior written approval from the Director of Infrastructure Services. Examples of improvements include, but are not limited to the following: lights, light poles, light fixtures, scoreboards, and associated control boxes, bleachers, and fencing.

F. Restrooms

The City agrees, at its expense, to provide adequate restroom facilities for MIS use for the duration of this Agreement. The City shall furnish hand soap, toilet paper, paper towels and other items that the City deems necessary for the use of such restroom facilities.

G. Concessions

The City agrees to provide concession keys to MIS for access of the concession facilities, and MIS agrees to lock the concession facilities at the close of each day's game. MIS must provide a key deposit of \$90.00 per key in the form of a check or money order. MIS agrees that it shall not engage in any activities that generate profit beyond the sale of incidental items, such as water, soft drinks, and snacks such as pre-packaged or minimally processed food items, including but not limited to chips, crackers, granola bars, and candy. All revenues generated by MIS must be used solely to cover operational expenses, maintenance, and improvements related to the MIS's activities. Any profits derived from sources other than the incidental sales as listed above are strictly prohibited. MIS shall provide the city with a financial statement to ensure compliance with this provision.

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MIS agrees to clean and clear the Facilities, including but not limited to, fields and bleachers, of any trash and equipment following each practice and each game or tournament. Any and all trash collected at the Facilities by MIS shall be placed in trash cans provided by the City.

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MIS shall provide the following items to the City as a prerequisite for use of the Facilities:

1. MIS agrees to carry liability insurance in the amounts of \$1,000,000.00 (one million) per person and \$1,000,000.00 (one million) per occurrence naming the City of Ingleside as additional insured, insuring MIS against liabilities and claims occurring during the term of this Agreement and related to the use, occupancy, possession, maintenance or repair of the Facilities by MIS, and shall maintain such insurance continuously throughout the term of this Agreement. Such insurance shall be primary to, and non-contributory with, any insurance carried by the City. Further, MIS agrees

to, and shall, provide the City with proof of such insurance coverage before the Agreement is in effect and use of the Facility is permitted.

2. A listing of all coaches and assistant coaches, including any support staff, who have successfully passed a background check by an approved agency that conducts background checks that are current within the current calendar year. The City requires any coach, assistant coach, and any support staff who will be utilizing the Facilities as permitted by this Agreement to have successfully completed a background check. Failure to comply with this requirement constitutes a breach of this Agreement. Such a list shall be provided to the City before the use of the Facilities by MIS can be permitted.
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5. MIS shall maintain its charter with the Baseball / Softball Association and shall maintain its financial viability and must keep and maintain accurate, current financial records in accordance with sound accounting and financial management practices and must, on request of the City, make available to the City of inspection and copying all such records.
6. Any and all personal property remaining at the Facilities at the time of expiration of this Agreement will become the property of the City.
7. MIS shall comply with any existing local, state and federal law, including any applicable city ordinance whether codified or otherwise, and shall not use the Facilities in such manner as to constitute a nuisance.
8. MIS's use of the Facilities is subject to reasonable rules, regulations, and policies adopted by the City from time to time for the operation and use of City Facilities.

J. Severability

If, for any reason, any section, paragraph, subdivision, clause, phrase word or provision of this Agreement 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 contract, for it is the definite intent of the parties hereto that every section, paragraph, subdivision, clause, phrase, word and provision hereto be given full force and effect for its purpose.

K. Indemnification

MIS AGREES AND UNDERSTANDS THAT IT IS SPONSORING AN ATHLETIC ACTIVITY THAT HAS CERTAIN INHERENT DANGERS, AND THAT PERSONS PARTICIPATING IN MIS ACTIVITIES DISCUSSED HEREIN MAY BE INJURED ON THE PREMISES. MIS UNDERSTANDS THAT THE CITY WILL ATTEMPT TO PROVIDE SAFE PREMISES, BUT THAT CONDITIONS MAY CHANGE OR DEVELOP, WHICH CREATE UNANTICIPATED DANGERS. MIS AGREES AND REPRESENTS THAT IT SHALL INSPECT THE PREMISES AT THE BEGINNING OF EACH GAME AND PRACTICE SESSION, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS LOCATED AT THE FACILITIES, AND THAT MIS HAS DETERMINED THAT SUCH PREMISES ARE REASONABLY SAFE FOR THE ACTIVITIES CONTEMPLATED BY MIS HEREUNDER. MIS FURTHER AGREES THAT AT ANY TIME ITS REPRESENTATIVES OBSERVE AN UNSAFE CONDITION ON THE PREMISES USED BY MIS, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS LOCATED AT THE FACILITIES, MIS SHALL IMMEDIATELY REPORT SUCH DANGEROUS CONDITION TO THE CITY MANAGER OR HIS DESIGNEE. IF THE DANGEROUS CONDITION POSES AN IMMINENT DANGER MIS SHALL IMMEDIATELY DISCONTINUE THE ACTIVITY AND USE OF THAT PORTION OF THE FACILITIES.

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OTHER REMEDIES, INCLUDING SUITS FOR DAMAGES AND RECOVERY OF ATTORNEYS' FEES ARE SPECIFICALLY WAIVED BY BOTH PARTIES.

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MIS understands and agrees that the City of Ingleside is a Texas home-rule municipality and that by entering into this Agreement, the City is performing a governmental function. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the governmental or sovereign immunities, rights, benefits, or protections of City.

N. Termination of Agreement

Notwithstanding any other provision of this Agreement the City and/or MIS may terminate the Agreement on a no-fault basis at any time by giving the other party 30 days written notice. Any failure of MIS to adhere to this Agreement after any violation has been reported by the City to MIS may result in this facility usage Agreement being terminated immediately.

O. Notices

Any notice required under this Agreement may be given in writing and delivered personally, by mail, or by email to the last known contact provided by the parties.

P. Entire Agreement

This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

EXECUTED effective the _____ day of _____.

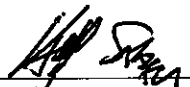
CITY OF INGLESIDE, TEXAS

Brenton B. Lewis, City Manager

ATTEST:

Jana Stork, City Secretary

MUSTANG INFINITE SOFTBALL
2441 Fogg Ave.
Ingleside, Texas 78362



Abel Salazar, President

CITY COUNCIL AGENDA
Regular Meeting: February 24, 2026

AGENDA ITEM: 11

Public hearing regarding an application filed by Michael Lonon to rezone the following property located at 2571 First St, Ingleside, Texas, bearing a legal description of Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition from R-2 – Two Family Residential to C-2 – General Commercial.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

A Public Hearing Notice was mailed to 54 property owners, within a 400-foot radius, on February 5, 2026, and received no comments in favor or against the request at the time this report was prepared. Notice of this public hearing was published in the Ingleside Index on January 29, 2026.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing.

ATTACHMENTS:

1. Lonon Notice

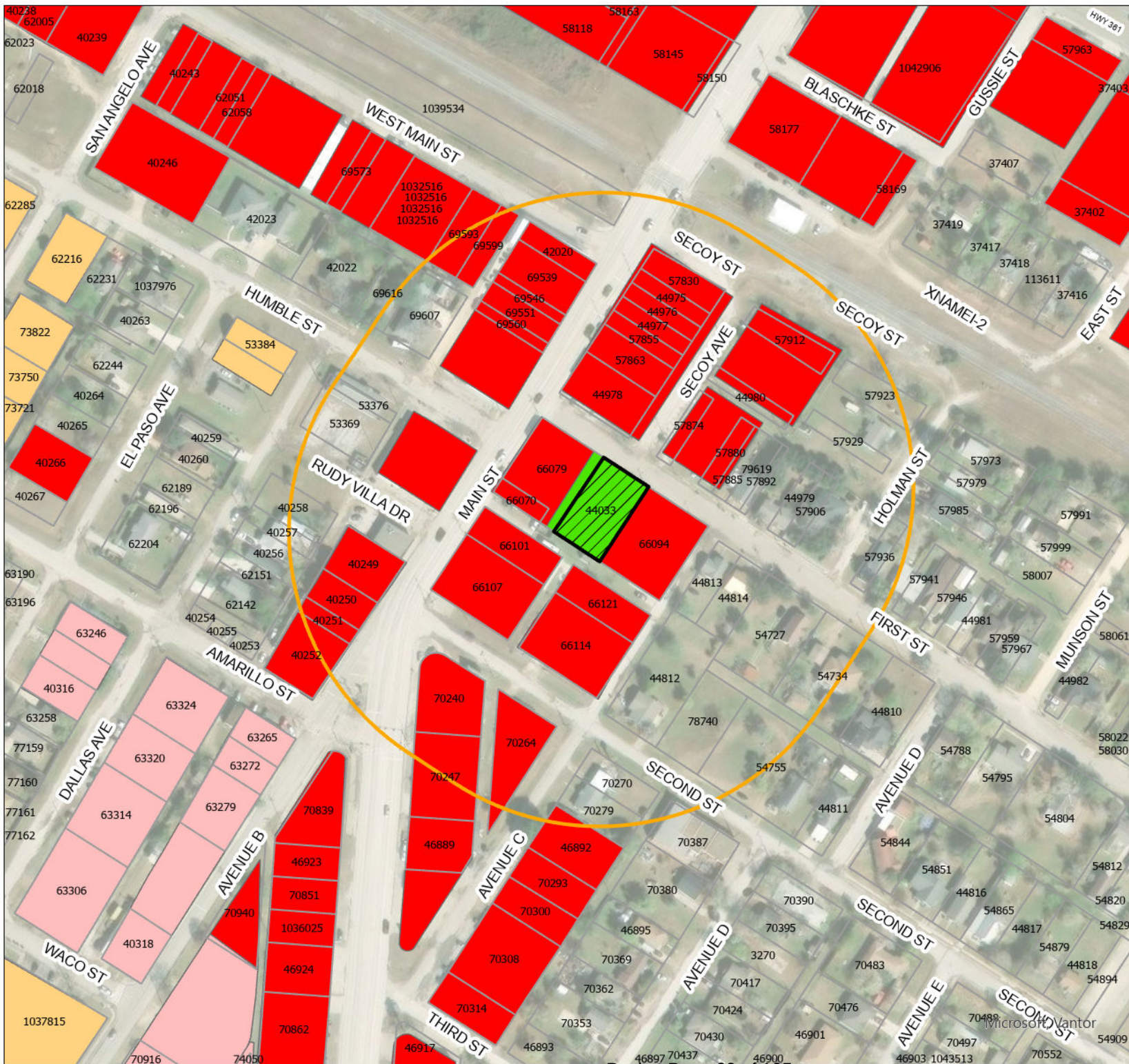


NOTICE OF PUBLIC HEARING

In accordance with the provisions of the City of Ingleside Code of Ordinances, Section 78-51 and the Texas State statutes, notice is hereby given that a public hearing will be held before the Planning and Zoning Commission on **Monday, February 16, 2026 at 6:00 pm** and the City Council of the City of Ingleside on **Tuesday, February 24, 2026, at 6:30 pm**. Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas.

The Public Hearing is assembled to solicit comments from citizens and other interested parties concerning an application filed by Michael Lonon to rezone the following property Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition from R-2 – Two Family Residential to C-2 – General Commercial.

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



**Public Hearing Notification
Radius Map**

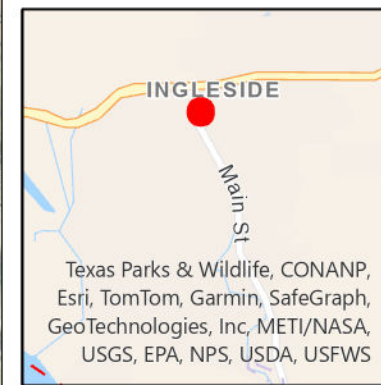
P&Z Comm. Date: 02/16/2026
City Council Date: 02/24/2026

Category: Rezone

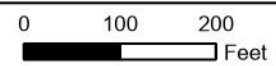
Location:
2571 First St
Legal Description: Frank Phelps Addn
Blk 1 Lot 4, E/2 Lot 3 (0.263 Ac.)

Legend

- 400' Radius
- Subject Parcels
- General Commercial
- Multi-Family Residential
- Single Family Residential
- Local Commercial
- Three and Four Family Residential



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.



Lonon Rezone Public Hearing Notice
Property Owner 400' Radius Notification
02/16/2026 - Planning & Zoning Commission
02/24/2026 - City Council

Subject Property Owner/Applicant

GARCIA CHRISTINE LIFE ESTATE FBO
TAMI DELUNA & TRACI POGUE & TINA
MEJIA
2571 1ST ST
INGLESIDE, TX 78362

MICHAEL LONON
108 BUFFLEHEAD LANE
ROCKPORT, TX 78382

Property Owners

PEREZ MARIA ESTHER
2790 AVE C
INGLESIDE, TX 78362

GENERAL TELEPHONE
TAX DEPARTMENT
407 MERRITT 7
NORWALK, CT 06851

HARPER JUSTIN RAY
1950 E FOX LN
NEW CASTEL, OK 73065

TOBIAS REBECA
1390 6TH STREET
INGLESIDE, TX 78362

ALISON LANE
2510 1ST STREET
INGLESIDE, TX 78362

SCHUETZ W E
PO BOX 885
INGLESIDE, TX 78362

ONTIVEROS PEDRO S
2824 HOLMAN STREET
INGLESIDE, TX 78362

FUENTES FREDY GERARDO
GARCIA
507 N WHITNEY ST
ARANSAS PASS, TX 78336

RODRIGUEZ RUBEN RIVERA &
RIVERA DORA A
2544 FIRST ST
INGLESIDE, TX 78362

TINER HERBERT LANNY
PO BOX 445
INGLESIDE, TX 78362

GC HOUSING LLC
246 S COMMERCIAL ST
ARANSAS PASS, TX 78336

TORRES RAQUEL
44435 SANDHURST LN
LANCASTER, CA 93536

MILLER ROGER & VICKIE MILLER
2562 1ST STREET
INGLESIDE, TX 78362

CJ INDUSTRIES INC
PO BOX 193
INGLESIDE, TX 78362

GPL PARTNERS
C/O GERALD LEE
9089 COUNTY ROAD 2226
TAFT, TX 78390

TURNER RENTALS LLC
PO BOX 994
GREGORY, TX 78359

DOWNUM ANTHONY & MARJORIE
PO BOX 915
ARANSAS PASS, TX 78335

TORRES HECTOR & TANYA M
2820 MAIN ST
INGLESIDE, TX 78362

GIFFORD CONSTANCE J
BUCKHORN SALOON
PO BOX 193
INGLESIDE, TX 78362

BENAVIDES ROSEMARY
1530 TROJAN
CORPUS CHRISTI, TX 78416

RODRIQUEZ FELIX V & OMEGA G
6933 SANDRA LANE
CORPUS CHRISTI, TX 78414

ZARAGOZA MARIA TRINIDAD G
2815 MAIN ST
INGLESIDE, TX 78362

BHC CONTRACTORS LLC
2819 MAIN ST
INGLESIDE, TX 78362

MARTINEZ RICARDO PEREZ JR
2616 HUMBLE STREET
INGLESIDE, TX 78362

NELSON WILLIAM E & STEVEN D
NELSON
2620 HUMBLE ST
INGLESIDE, TX 78374

CITY OF INGLESIDE TRUSTEE
PO DRAWER 400
2671 SAN ANGELO
INGLESIDE, TX 78362

HARDY RITA
2840 AZALEA
INGLESIDE, TX 78362

Lonon Rezone Public Hearing Notice
Property Owner 400' Radius Notification
02/16/2026 - Planning & Zoning Commission
02/24/2026 - City Council

KIEWIT OFFSHORE SERVICES LTD %PROPERTY TAX DEPARTMENT 2440 KIEWIT RD INGLESIDE, TX 78362	KIEWIT OFFSHORE SERVICES LTD ATTN: REAL ESTATE DEPARTMENT 1550 MIKE FAHEY ST OMAHA, NE 68102	PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TX 400 HARBOR DR CORPUS CHRISTI, TX 78401
CHANNEL INVESTMENTS LTD %KENNETH & BRENDA BERRY PO BOX 868 CORPUS CHRISTI, TX 78403	NORTHSHORE BOAT WORKS INC PO BOX 907 INGLESIDE, TX 78362	LOST LAKE PROPERTIES 1640 I-10 EAST FRWY CHANNELVIEW, TX 77530
VALLS WILDCAT II LLC PO BOX 2505 CORPUS CHRISTI, TX 78403	SIGNET MARITIME CORPORATION PROPERTY TAX DEPT 1500 MAIN STREET INGLESIDE, TX 78362	HOUSING AUTHORITY OF PO BOX 660 INGLESIDE, TX 78362
HOUSING AUTHORITY OF INGLESIDE JOHN LUCEY CONSTRUCTION CO PO BOX 660 INGLESIDE, TX 78362	GRANADOS ALEJANDRO E 1591 4 TH ST INGLESIDE, TX 78362	LOPEZ JOSE MELENDEZ AND JOSE L ONATE 3111 HACKBERRY AVE INGLESIDE, TX 78362
CONCEPCION MARIO A ROQUE & MUNOZ MARIA D PILAR 2461 FOGG AVE INGLESIDE, TX 78362	GONZALES LISA NICOLE 2770 DALLAS AVE INGLESIDE, TX 78362	V & S VENTURES LLC PO BOX 458 ARANSAS PASS, TX 78335
ZARAGOZA JOSE A PO BOX 395 ORANGE GROVE, TX 78372	LABARRA HC LLC PO BOX 4 ARANSAS PASS, TX 78336	PENA ALBERT & AQUATEK WATER SYSTEMS LLC 1026 CARMEL PRKWY CORPUS CHRISTI, TX 78411
MACELOD AUTUMN 2756 MAIN ST INGLESIDE, TX 78362	HOY & MANANA LLC PO BOX 1089 INGLESIDE, TX 78362	QUACH BENAR & KIMLIN LEY 116 PINE VALLEY PORTLAND, TX 78374
MILLER PEGGY LUCILLE 323 INVERNESS DR PORTLAND, TX 78374	HABLUETZEL DANIEL E 2786 MAIN INGLESIDE, TX 78362	TRI-COUNTY EMERGENCY MEDICAL SERVICE INC PO BOX 1378 INGLESIDE, TX 78362
LARIN-ACOSTA CHRISTIAN AND BLANCA RAMOS 2513 FIRST ST INGLESIDE, TX 78362	HODGE JUSTIN 2498 SECOND ST INGLESIDE, TX 78362	RIVERA RUBEN & DORA ALICIA 2544 FIRST ST INGLESIDE, TX 78362

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 12

Deliberate and take appropriate action on the first reading of an Ordinance changing the zoning of the following property located at 2571 First St, Ingleside, Texas, bearing a legal description of Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition from R-2 – Two Family Residential to C-2 – General Commercial.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant, Michael Lonon, is requesting a rezone for approximately 1/4 of an acre located at 2571 First Street Ingleside, Texas 78362 from R-2 Two Family Residential to C-2 General Commercial.

The proposed use is an insurance office utilizing the existing building.

The City's current zoning map, future land use map, and master transportation plan were reviewed for property compliance. The property surrounding the subject tract is zoned C-2 General Commercial. The Future Land Use map designates the area for General Commercial.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

The Planning and Zoning Commission met on February 16, 2026 and voted to recommend approval of the rezoning. Based on the review of the existing zoning map and the future land use map, staff recommends approval of the rezoning to be in compliance with the City of Ingleside Code of Ordinance.

ATTACHMENTS:

1. Lonon Application
2. #678 - Voting Record - SIGNED
3. ORD 2026-XX_Zoning Change First St



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

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

ZONING AND PLATTING CHANGE REQUESTS

Permit#:

Site Address or Street Name: 2571 1st Street Ingleside, TX 78362

Current Legal Description: Lot: Block: Subdivision:

Current Zoning: R2 Acreage: 1/4

Project Type

☒ Zoning Change ☐ Special Permit ☐ Intensive Use ☐ Preliminary Plat ☐ Final Plat ☐ Replat
☐ Closure of Alley ☐ Closure of Public Way

Applicant Information

Name: Michael Lonon
Address: 108 Buffalohead Lane Rockport Tx 78382
Phone Number: 8179468279 Email: mLonon@Farmersagent.Com

Owner Information (if different)

Name: SAME
Address:
Phone Number: Email:

Request

Please Rezone to Commercial,
Insurance office Using existing building

Floodplain

Is the project in a Floodplain? ☐ Yes ☒ No

Must include if applicable: ☐ Proposed Improvements ☐ Survey ☐ Plat
☐ Description of Proposed Uses ☐ Description of Hazards ☐ Description of All Safeguards
☐ Existing and proposed Landscaping/Barriers ☐ Site Plan

All documents are REQUIRED to be uploaded to CivicGov or submitted electronically for review to the Building Department for your project to be considered: building@inglesidtx.gov

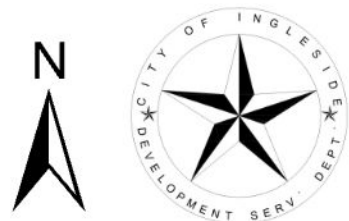
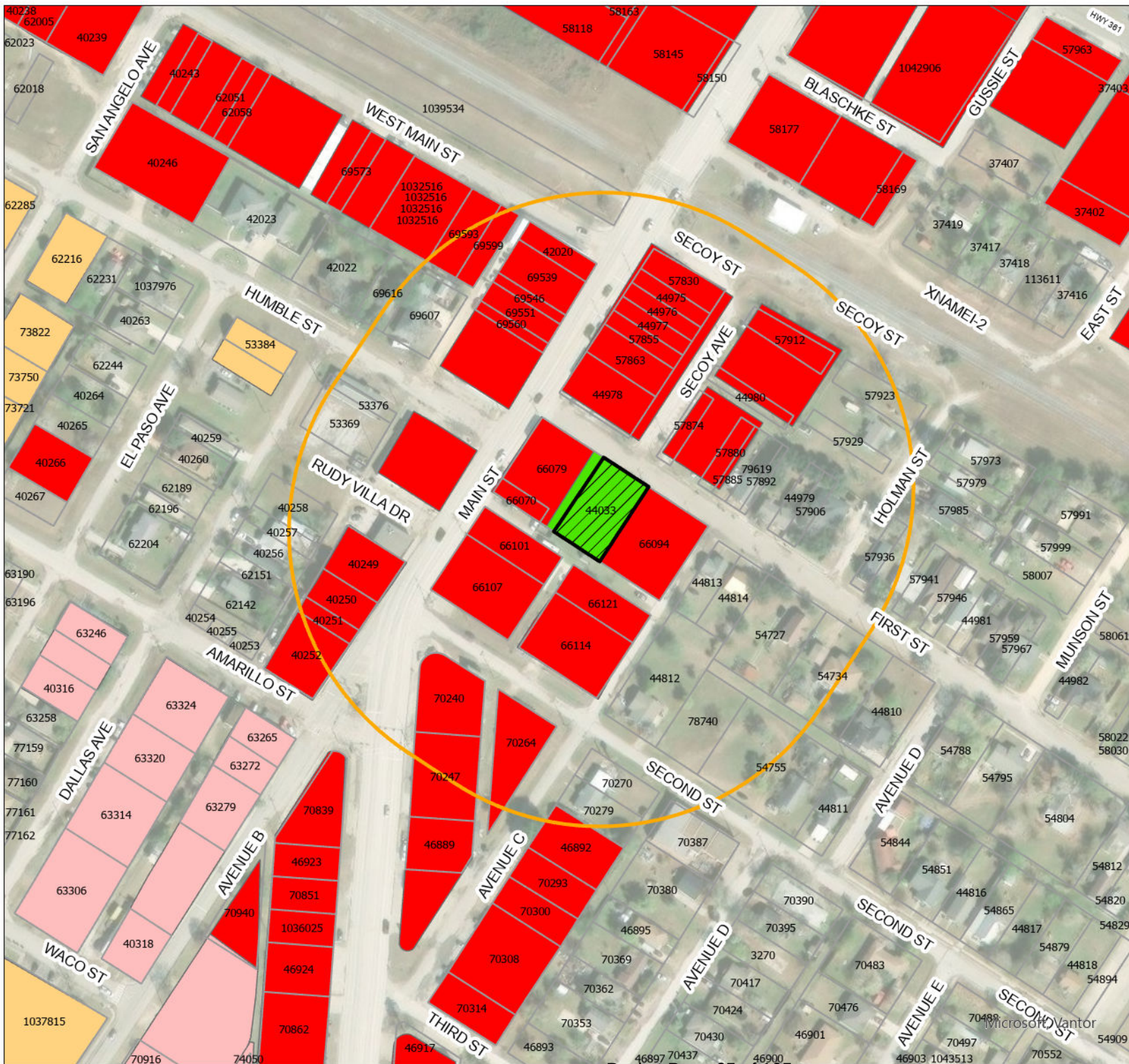
Planning & Zoning Public Hearing: Monday, Time: 6:00pm
City Council Public Hearing: Tuesday, Time: 6:30pm
2nd Reading before City Council (if needed): Tuesday, Time: 6:30pm

Signature of Applicant: Michael Lonon Date: 12/19/25

Signature of Owner: Michael Lonon Date: 12/19/25

Accepted By: _____ Date Accepted: _____

Filing Fee: \$600 Date Paid: 12/17/25 Receipt #: _____



**Public Hearing Notification
Radius Map**

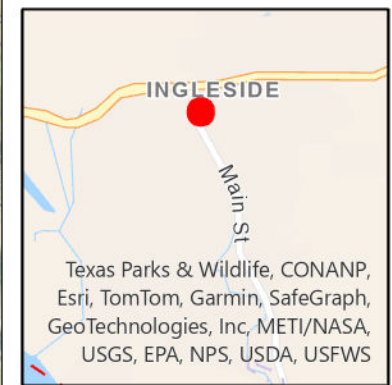
P&Z Comm. Date: 02/16/2026
City Council Date: 02/24/2026

Category: Rezone

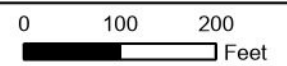
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Blk 1 Lot 4, E/2 Lot 3 (0.263 Ac.)

Legend

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- Single Family Residential
- Local Commercial
- Three and Four Family Residential



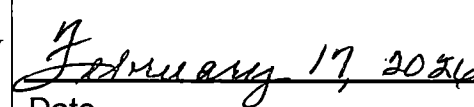
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**PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD**

DATE: 02/16/2026

NO. 678

	P R E S E N T O R A B S E N T	V O T E	DESCRIPTION
THIS APPLICATION ___ REQUIRES <u>X</u> DOES NOT REQUIRE A SUPER MAJORITY VOTE BY CITY COUNCIL.			DELIBERATE AND TAKE APPROPRIATE ACTION ON AN APPLICATION FILED BY MICHAEL LONON TO REZONE THE FOLLOWING PROPERTY LOCATED AT 2571 FIRST STREET, BEARING A LEGAL DESCRIPTION OF LOT 4 AND EAST HALF OF LOT 3 BLOCK 1 FRANK PHELPS ADDITION FROM R-2 – TWO FAMILY RESIDENTIAL TO C-2 – GENERAL COMMERCIAL.
ALAN BEAUBIEN (Place #1 - 12/31/25) 2 ND Term	P	Y	<u>PUBLIC HEARING NOTES</u>
JACOB LOPEZ (Place #2 - 12/31/25) 1 ST Term	A	-	At 6:12 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
CONNOR BROWN (Place # 3 - 12/31/25) 2 ND Term	P	Y	Speaking For: Michael Lonon 2571 First St
JEREMY LONG (Place #4 - 12/31/26) 1 st Term	P	Y	Speaking Against: None
RICARDO TREVINO JR (Place # 5 - 12/31/26) 1 st Term	A	-	At 6:13 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting.
(Place #6 - 12/31/26) 1 ST Term	-	-	Motion: Commission Member Long made a motion to recommend to City Council approval of the on the property described above. Commission Member Beaubien seconded the motion. Motion carried with all present voting in favor.
CYNTHIA WILSON (Place #7 - 12/31/26) 2 ND Term	P	Y	 _____ Chairman
			 _____ Date

ORDINANCE NO. 2026-_____

**AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING
PROPERTY LOCATED AT 2571 FIRST ST, INGLESIDE, TEXAS, BEARING
A LEGAL DESCRIPTION OF LOT 4 AND EAST HALF OF LOT 3 BLOCK 1
FRANK PHELPS ADDITION FROM R-2 – TWO FAMILY RESIDENTIAL TO
C-2 – GENERAL COMMERCIAL.**

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, Lot 4 and East Half of Lot 3 Block 1 Frank Phelps Addition; and,

WHEREAS, after complying with the statutory publication and notification requirements, on February 16, 2026, the Ingleside Planning and Zoning Commission (“Commission”) conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, has provided a recommendation to the City Council on the rezoning of said lots; and,

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

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

Section 1. Zoning Change. The Zoning of the property hereinafter described is hereby changed from R-1 (Single Family Residential) to C-2 General Commercial

LOT 4 EAST HALF OF LOT 3 BLOCK 1 FRANK PHELPS ADDITION

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

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

forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

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

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

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

PASSED, ORDAINED, APPROVED AND ADOPTED this ____ day of _____ 2026 by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside.

CITY COUNCIL VOTE AS RECORDED:

Mayor Pedro Oscar Adame	Yes	No	Abstain
Council Member Julio Salinas	Yes	No	Abstain
Council Member David Pruitt	Yes	No	Abstain
Council Member James Steward	Yes	No	Abstain
Mayor Pro-Tem Tracy Long	Yes	No	Abstain
Council Member Linda Timmerman	Yes	No	Abstain
Council Member John Salinas	Yes	No	Abstain

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: February 24, 2026

Second Reading: _____

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 13

Deliberate and take appropriate action regarding an agreement for marketing and promotional video production services for the City, including authorization of the City Manager to negotiate the terms of an agreement for City Council approval.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City Council has expressed their desire to ensure Ingleside has a greater amount of publicity and are on the forefront of the Coastal Bend. Staff has been working diligently on meeting the Council's desires, and has found a path to accomplish the Council desire by entering into a contract with an experienced public information person, Roland Rodriquez. The promotions will consist of, but not limited to the following:

The goal of this initiative is to give the city and its staff the recognition they deserve while keeping content simple, informative, and engaging for residents.

The video segments would be produced and rotated on a weekly basis, with flexibility to highlight timely topics and special initiatives as they arise.

Proposed content includes:

- “Ask the Mayor and/or City Manager” segments: Short weekly videos providing updates, explaining city initiatives, and addressing common questions from residents.
- Employee Spotlights: Features highlighting the dedicated city staff who keep Ingleside running smoothly, from public works and clerks to first responders.
- Project Highlights: Showcasing recent improvements, park upgrades, and ongoing city projects.
- Special Event Coverage: Promotional videos featuring city events, celebrations, and notable happenings to bring community awareness and increase attendance at said events.

The videos would be designed for social media and the city’s website, helping residents stay informed while increasing visibility and appreciation for the work being done across the city.

While City Staff promotes the different events in the City, the ability to provide the extra boost is essential in promoting our City. Mr. Rodriguez can provide this extra boost.

FISCAL ANALYSIS:

Proposed contract price of \$30,000/year. The cost of the services can be paid from the Council Discretionary line item.

RECOMMENDATION:

Staff recommends the City Council authorize an agreement for marketing and promotional video production services for the City, including authorization of the City Manager to negotiate the terms of an agreement for City Council approval.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 14

Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside, San Patricio County, Texas, appointing a member to the unexpired term of Position 4 to the Ingleside Development Corporation (4-B) Board of Directors.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Board President Wilson received notification from Amy Polasek that she was resigning, effective January 15, 2026, from her Position 4 on the Ingleside Development Board because of her change in residency to Portland, Texas. The Ingleside Development Corporation Article of Incorporation Article Ten(a) states in part "Each director must be a resident of the City and at least three (3) directors must not be employees or officers of the City or members of the Council." Ms. Polasek term ends May 30, 2026. Therefore, a person needs to be appointed to serve out the unexpired term. Mr. Steve Diehl has expressed interest in completing the unexpired term. Attached is a Resolution to appoint a representative to fill the unexpired term.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval of the passage of a Resolution for an appointment for the unexpired term of Position 4.

ATTACHMENTS:

1. Res 2026-XX_IDC Board Member Appointment

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, SAN PATRICIO COUNTY, TEXAS, APPOINTING MEMBERS TO THE INGLESIDE DEVELOPMENT CORPORATION (4-B) BOARD OF DIRECTORS.

WHEREAS, the Ingleside Development Corporation was created by the voters of the City of Ingleside by an election on May 6, 2000; and

WHEREAS, the Articles of Incorporation passed and approved by the City Council with Resolution # 744 on May 23, 2000, allows for seven (7) residents of the city of Ingleside to serve on the Board of Directors for the Ingleside Development Corporation (4-B) with three (3) members expiring on September 30 of odd years and four (4) members expiring on September 30 of even years; and

WHEREAS, the Articles of Incorporation amended by Resolution # 1018 on May 24, 2011, changed the expiration month from September to May of the respective years and kept the terms of two years with no term limits; and

WHEREAS, Cindy Wilson, Steve Cannon, and Alana Seaman were appointed to serve in terms that expire May 30, 2027; and

WHEREAS, David Pruitt, Towanda Martin, Amanda Torres, and Amy Polasek were appointed to serve in terms that expire May 30, 2026; and

WHEREAS, Amy Polasek was not able to serve as member of the Ingleside Development Corporation Board of Directors; and complete the term that expires May 30, 2026.

WHEREAS, Steve Diehl was willing and eligible to serve as member of the Ingleside Development Corporation Board of Directors; and was willing to fill the term that expires May 30, 2026,

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

- Section 1: The matter and facts recited in the preamble hereof are found and determined to be true and correct.
- Section 2: Steve Diehl is appointed to serve as a member on the Board of Directors of the Ingleside Development Corporation, Position 4, with the unexpired term ending on May 30, 2026.

PASSED AND APPROVED this ___ day of _____ 2026, by ___ (ayes) to ___ (nays) with ___ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY COUNCIL VOTE AS RECORDED:

Mayor Pedro Oscar Adame	Yes	No	Abstain
Council Member Julio Salinas	Yes	No	Abstain
Council Member David Pruitt	Yes	No	Abstain

Council Member James Steward	Yes	No	Abstain
Mayor Pro-Tem Tracy Long	Yes	No	Abstain
Council Member Linda Timmerman	Yes	No	Abstain
Council Member John Salinas	Yes	No	Abstain

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 15

Deliberate and take appropriate action on a Resolution appointing members to the Coastal Bend Council of Governments Board of Directors.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

As a member of the Coastal Bend Council of Governments, the City of Ingleside has one (1) voting board member representative and one (1) alternate voting member appointed to the Board. The Monthly board meetings are scheduled as follows:

February 26th
April 23rd
June 25th
August 27th
October 22nd
November (Date: TBD) - Budget Committee Meetings
December 10th

Current representatives of the City of Ingleside are:

Council Member David Pruitt - Representative
Mayor Adame - Alternate Representative

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends adopting the Resolution for the Council Appointments of the Representative and the Alternate Representative to the Coastal Bend Council of Governments.

ATTACHMENTS:

1. 2026, 02-17 CBCOG Board Membership and Meeting Schedule
2. RES 2026-XX - Resolution Appoint CBCOG



COASTAL BEND
COUNCIL OF GOVERNMENTS



February 10, 2026

Dear CBCOG Member:

Enclosed is a statement for your City or County Membership dues to the Coastal Bend Council of Governments (CBCOG) for 2026. The CBCOG membership adopted the 2026 Annual Budget on December 11, 2025, establishing the 2026 dues structures. The City and County membership dues are based on \$0.16 cents per capita using the 2020 redistricting census for Counties and the 2026 census for cities. Membership dues are payable upon receipt and become delinquent on April 30, 2026. We are providing you with our ACH Direct Deposit information as an option to remit your payment.

Membership dues are an essential source of local revenues in assisting the CBCOG meeting match requirements for state and federal grants. These grants provide regional planning for the Coastal Bend Region in the program areas of emergency communication systems, criminal justice, solid waste management, environmental protection, homeland security, economic development planning and nutrition and social services for the elderly population.

Government members have voting representative(s) on the CBCOG Board of Directors based on population. Please fill out the attached Board Membership Designation Form and email the completed form to JNeely@coastalbendcog.org by Friday, February 20, 2026. Board meetings are held on the 4th Thursday of every other month except for November (Budget Committee Meeting, date to be determined) and December (2nd Thursday).

We appreciate your continued support and look forward to working with you and your organization in 2026. Please feel free to contact me if you have any questions or would like additional information regarding any of our programs.

Sincerely,

Emily Martinez, MPA
Executive Director

Enclosures:

- (1) 2026 Membership Invoice
- (2) Board of Directors' Bi-Monthly Meeting Schedule
- (3) Board Membership Designation Form

2910 Leopard St. • Corpus Christi, TX, 78408 • Main (361) 883-5743 • Fax (361) 883-5749
www.coastalbendcog.org



Coastal Bend Council of Governments

2026 Board Meeting Schedule

Schedule of tentative Coastal Bend Council of Governments Board of Directors meetings:

February 26th

April 23rd

June 25th

August 27th

October 22nd

November (Date: TBD) – Budget Committee Meetings

December 10th

Per the by-laws revisions approved by the Board of Directors on December 11, 2025, the Council will meet a minimum of six (6) times per year.

Meetings are scheduled on the fourth Thursday of every other month. Please note the exceptions are in November the budget committee meetings, date to be determined and December's meeting is the second Thursday. All meetings are at 2 p.m. in the John Buckner Conference Room, Coastal Bend Council of Governments, 2910 Leopard Street, Corpus Christi, TX 78408.

Meeting agendas will be emailed to Board of Directors on the Thursday, one week before each meeting. The agenda and Zoom link will be posted on our website: www.coastalbendcog.org.

LOCATION: 2910 LEOPARD STREET
CORPUS CHRISTI, TX 78408

www.coastalbendcog.org

PHONE: (361) 883-5743

2026 Board Membership Designation Form

Please email completed form to JNeely@coastalbendcog.org.

Please list your **one (1)** voting board member representative for the **City of Ingleside**.

Name: _____

Title: _____

Email: _____

Phone: _____

Please list **one (1)** alternate voting members.

Name: _____

Title: _____

Email: _____

Phone: _____

Representatives approved by:

RESOLUTION NO. 2026-__

**A RESOLUTION APPOINTING MEMBERS TO THE COASTAL BEND
COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS.**

WHEREAS, the Coastal Bend Council of Governments is a volunteer association of local governments including 32 cities and 11 counties, and other public and private entities; and

WHEREAS, Coastal Bend Council of Governments serves a 11-county region in the Texas Coastal Bend and has over; and

WHEREAS, Coastal Bend Council of Governments is a designated Area Agency on Aging, an Economic Development District, a designated water quality management agency and provides regional solid waste management planning, coordination, and implementation of projects; and

WHEREAS, Coastal Bend Council of Governments also delivers Criminal Justice services, Emergency Communications (9-1-1) planning and implementation, and Department of Homeland Security Services; and

NOW, THEREFORE, the City of Ingleside hereby appoints _____ as the voting representative and appoints _____ as the alternate representative to the Coastal Bend Council of Governments Board of Directors.

PASSED AND APPROVED this ____ day of _____, 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: February 24, 2026

AGENDA ITEM: 16

Deliberate and take appropriate action on a Resolution authorizing the establishment of an Advisory Group to provide guidance and support for the conduct of a Facilities Feasibility Study.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Representatives of Levy Dykema presented a draft Facilities Feasibility Study to the City Council at the January 13th, 2026 Regular City Council meeting. After the presentation, staff and Council discussed the need to keep the project progressing and the need to receive input from citizens through an Advisory Group. Staff has prepared a Resolution establishing the Advisory Group. The Advisory Group has no set regulations and this group is only an advisory group and not subject to the Open Meetings Act.

The City received applications from the following community members and are recommended to serve on the Advisory Group:

Brittany Cunningham
Belinda De Leon
Kortney Floyd
Farrah Gauthreaux
Martha Habluetzel
Courtney Shane

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the passage and adoption of the Resolution establishing the Facilities Feasibility Advisory Group.

ATTACHMENTS:

1. RES 2026-XX_Resolution for Feasibility Study Advisory Group v3

RESOLUTION 2026-__

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN ADVISORY GROUP TO PROVIDE GUIDANCE AND SUPPORT FOR THE CONDUCT OF A FACILITIES FEASIBILITY STUDY.

WHEREAS, the City of Ingleside has identified the need to evaluate the feasibility of city buildings; and

WHEREAS, a comprehensive facilities feasibility study is necessary to assess, among other factors, the financial, operation, legal, and strategic viability of the proposed initiative; and

WHEREAS, the governing body finds that the involvement of individuals with relevant professional expertise, stakeholder representation, and subject-matter knowledge will enhance the quality, credibility, and thoroughness of the facilities feasibility study; and

WHEREAS, it is in the best interest of the City of Ingleside to formally establish an advisory group to provide non-binding guidance and input during the feasibility study process;

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

Section 1. Establishment

An Advisory Group for the Feasibility Study is hereby established for the limited purpose of advising and supporting the feasibility study related to city buildings.

Section 2. Purpose and Authority

The Advisory Group shall serve in a strictly advisory capacity. The group shall have no independent decision-making authority and shall not bind the City of Ingleside to an action, expenditure, or policy.

Section 3. Duties and Responsibilities

The Advisory Group may, as requested:

- Provide technical, operations, financial, or community-based input relevant to the feasibility study
- Review and comment on study objectives, assumptions, methodologies, and preliminary findings
- Identify potential risk, constraints, opportunities, and impacts associated with the proposed initiative
- Offer observations and recommendations for consideration by staff, consultants, and the governing body

Section 4. Composition and Appointment

The Advisory Group shall consist of nine (9) members appointed by the City Council. Members shall be selected based on their relevant experience, expertise, or stakeholder representation.

The Advisory Group shall consist of the following and shall be appointed by a simple majority vote of the City Council:

Three (3) Staff Members:

City Manager or Designee

Director of Administrative Services

Director of Infrastructure Services

Six (6) Community Members:

Community Member _____

Community Member _____

Community Member _____

Community Member _____

Community Member _____

Community Member _____

Section 5. Term

The Advisory Group shall exist for the duration of the feasibility study and shall dissolve automatically upon submission of the final feasibility study report, unless otherwise extended by formal action of the governing body.

Section 6. Meetings

Meetings of the Advisory Group shall be convened as necessary at the direction of the City Manager. Meetings may be conducted in person or by electronic means, consistent with applicable laws and policies.

Section 7. Reporting

The Advisory Group shall provide its input, findings, and recommendations to the City Council, which shall retain full authority over review, acceptance, and implementation of the feasibility study results.

Section 8. Implementation

Staff is hereby authorized and directed to take all actions necessary to implement this resolution and to provide reasonable administrative support to the Advisory Group.

PASSED AND APPROVED this ____ day of _____ 2026, by __ (ayes) to __ (nays) with __ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY COUNCIL VOTE AS RECORDED:

Mayor Pedro Oscar Adame	Yes	No	Abstain
Council Member Julio Salinas	Yes	No	Abstain
Council Member David Pruitt	Yes	No	Abstain
Council Member James Steward	Yes	No	Abstain
Mayor Pro-Tem Tracy Long	Yes	No	Abstain
Council Member Linda Timmerman	Yes	No	Abstain
Council Member John Salinas	Yes	No	Abstain

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 17

Deliberate and take appropriate action for the City Council to authorize the City Manager to 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.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

On October 14, 2025, City Council authorized the City Manager to enter into negotiations with Freese and Nichols for Engineering Services and bring the final contract back to City Council for review.

Freese and Nichols' services were selected to assist the City of Ingleside with pre-award and post-award engineering/architectural services for FEMA PA/HMA contract(s) from the Federal Emergency Management Agency, Texas Division of Emergency Management (TDEM) if applicable, Texas Water Development Board (TWDB) if applicable or other funding sources. A contract with Freese and Nichols for Engineering Services has been negotiated and is attached for recommendation.

FISCAL ANALYSIS:

Fees will be based on the fee schedule agreed to by the City of Ingleside and Freese & Nichols.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to finalize and execute a contract with Freese and Nichols.

ATTACHMENTS:

1. MASTER PROFESSIONAL SERVICES AGREEMENT

MASTER PROFESSIONAL SERVICES AGREEMENT
Specific to City of Ingleside RFQ for Engineering/Architectural Services for FEMA Public Assistance (PA)/Hazard Mitigation Assistance (HMA) Program Funding Support

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by the City of Ingleside, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with various projects. A detailed description of the various project scopes and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** Details concerning the Scope of Services and Responsibilities of the Client will be included in the Task Authorization authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement. Fees for services will be negotiated for each Task Authorization based on the rate schedule provided in Attachment CO.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. **Venue for any legal action or proceeding arising out of or relating to this Agreement shall lie exclusively in San Patricio County, Texas.**
- VI. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date on which the last party signs below.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings. This Agreement is to be executed in two counterparts.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

City of Ingleside, Texas

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

FREESE AND NICHOLS, INC.

By: *R. Guzman*

Name: Ron Guzman, P.E.

Title: Vice President / Principal

Date: February 4, 2026

Attest: *Lisa Boggs*

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



City of Ingleside, Texas

2665 San Angelo

Ingleside, TX 78362

MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

FNI Project: FNI Project Code

Client Contract: PO/Contract No.

Date: Select Date

Project Name: Name of the Project

Description of Services: Description of Services

Deliverables: Deliverables

Schedule: Schedule

Compensation Type: Select Compensation Type

Amount Authorized: \$ Amount

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Ingleside, Texas

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	156
Professional 2	185
Professional 3	209
Professional 4	241
Professional 5	279
Professional 6	319
Construction Manager 1	134
Construction Manager 2	167
Construction Manager 3	178
Construction Manager 4	222
Construction Manager 5	267
Construction Manager 6	304
Construction Representative 1	121
Construction Representative 2	134
Construction Representative 3	167
Construction Representative 4	178
CAD Technician/Designer 1	133
CAD Technician/Designer 2	171
CAD Technician/Designer 3	208
Corporate Project Support 1	127
Corporate Project Support 2	150
Corporate Project Support 3	200
Intern / Coop	85

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

3022025

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the City of Ingleside; (2) FNI refers to Freese and Nichols, Inc.; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client shall furnish or make available to FNI such information as Client deems relevant to the project, including existing reports, data, and other information related to the design or construction of the project. FNI may rely upon information provided by Client to the extent such reliance is reasonable and consistent with the professional standard of care applicable to the Services. FNI shall not be responsible for errors or deficiencies in the Services to the extent directly caused by materially inaccurate or incomplete information furnished by Client, provided that FNI promptly notifies Client of any material defects, omissions, or inconsistencies in such information that FNI actually discovers or reasonably should discover in the course of performing the Services.
3. **STANDARD OF CARE:** FNI shall perform all Services under this Agreement in accordance with the professional skill and care ordinarily exercised by competent professionals of the same discipline, licensed in the State of Texas, and practicing under the same or similar circumstances, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

Nothing in this Agreement shall be construed to create any express or implied warranties or guarantees of outcome; however, nothing herein shall be deemed to limit or waive the City's rights or remedies available under applicable law.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Workers' Compensation

As required by Statute

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Professional Liability

\$3,000,000 Annual Aggregate

Additional Insured; Primary Coverage; Proof of Insurance.

The City of Ingleside, Texas, its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on FNI's Commercial General Liability and Automobile Liability policies for claims arising out of or related to FNI's performance of the Services, except for professional liability coverage. Such coverage shall be primary and non-contributory with respect to any insurance maintained by the City.

Certificates of insurance and required endorsements evidencing the coverage and additional insured status shall be provided to the City prior to commencement of any Services under this Agreement, and upon renewal or material change of coverage during the term of the Agreement. Approval of such certificates by the City shall not be construed as a waiver of any requirements of this Agreement.

5. **CHANGES:** Client, without invalidating this Agreement, may order changes within the general scope of the Services by altering, adding to, or deducting from the Services to be performed. If and only if such a change causes an increase or decrease in FNI's cost or time required for performance, an equitable adjustment may be made by mutual written agreement of the parties, and this Agreement shall be modified accordingly.

FNI will make reasonable changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, to the extent such changes differ from prior written comments, directions, instructions, or approvals of Client, or arise from causes not solely within the control of FNI and constitute a change in the scope of Services, FNI shall be entitled to an equitable adjustment in compensation and time for performance, calculated in accordance with the applicable rates and fee schedule set forth in this Agreement, and only upon prior written authorization by Client through an approved Task Authorization or amendment.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If the Services are delayed or suspended by the Client, or are extended for more than sixty (60) consecutive days through no fault of FNI, the parties may, upon mutual written agreement, authorize an equitable adjustment to the time for performance and to compensation only, to reflect documented, reasonable, and unavoidable costs actually incurred by FNI as a direct result of such delay or suspension.

Any adjustment in compensation shall be calculated in accordance with the applicable rates and fee schedule set forth in this Agreement and shall not include any increase to such rates, **and** no adjustment shall be effective unless approved in advance in writing by the Client through an executed Task Authorization or written amendment.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the performance of the Services under this Agreement (collectively, the "Project Documents") shall become the property of the Client upon payment of all amounts due to FNI for such Services. FNI retains no ownership interest in the Project Documents and may retain copies solely for record-keeping purposes.

The Client acknowledges that the Project Documents were prepared for the specific project and purpose identified in this Agreement and are not intended or represented to be suitable for reuse by the Client or others for any other project or purpose without written verification or adaptation by FNI. Any reuse without such written verification or adaptation shall be at the user's sole risk, and FNI shall have no liability for claims, damages, or losses arising from such reuse. Any verification or adaptation shall entitle FNI to additional compensation in accordance with this Agreement.

FNI may not reuse the Project Documents for any other project, client, or purpose without the Client's prior written consent. Any permitted reuse by FNI shall be at FNI's sole risk, and FNI shall be responsible for claims, damages, losses, or expenses arising from such reuse to the extent caused by FNI.

9. **TERMINATION:** Either party may terminate this Agreement, in whole or in part, upon ten (10) days' prior written notice to the other party. Upon termination, and subject to the Client's acceptance of the Services as satisfactorily performed, FNI shall be entitled to payment only for Services actually performed and authorized prior to the effective date of termination, and for documented, reasonable, and allowable reimbursable expenses incurred in accordance with this Agreement up to the date of termination. FNI shall not be entitled to lost profits on unperformed Services pursuant to this Agreement or consequential damages.

No payment shall be due for anticipated profits, unperformed Services, or costs that could have been reasonably avoided, and any reimbursable expenses directly attributable to termination shall be subject to prior written approval by the Client.

This section shall be construed consistently with, and shall not limit or supersede, any termination provisions required by applicable federal funding, which shall control in the event of a conflict.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall

not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** To the extent permitted by law and approved by the Client, the Client may include provisions in the general conditions of any construction contract for the project that name FNI as an additional insured with respect to liability insurance maintained by the contractor for the project (excluding workers' compensation and professional liability policies).

Nothing in this Agreement shall require the Client to include FNI as an indemnified party in any construction contract, nor shall this section be construed to expand the Client's obligations or waive any governmental immunity or procurement requirements.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FREESE AND NICHOLS, INC. ("FNI") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF INGLESIDE, TEXAS, AND ITS COUNCIL MEMBERS, OFFICIALS, ELECTED AND APPOINTED OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (INDIVIDUALLY, A "CITY INDEMNITEE," AND COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY OR RESULTING FROM:**

- A. **ANY VIOLATION OF APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, ORDINANCES, RULES, OR REGULATIONS** IN THE PERFORMANCE OF THIS AGREEMENT OR ANY TASK AUTHORIZATION BY FNI, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS;

- B. **ANY NEGLIGENT ACT, ERROR, OMISSION, WILLFUL MISCONDUCT, OR BREACH OF THE APPLICABLE STANDARD OF CARE** BY FNI, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES;
- C. **ANY CLAIM ALLEGING INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT** ARISING OUT OF INFORMATION, DOCUMENTS, DESIGNS, OR MATERIALS FURNISHED BY OR THROUGH FNI, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS;
- D. **ANY FAILURE BY FNI TO PAY ITS SUBCONTRACTORS OR SUPPLIERS** FOR SERVICES OR MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES; OR
- E. **BODILY INJURY, SICKNESS, DISEASE, DEATH, OR DAMAGE TO OR DESTRUCTION OF TANGIBLE THIRD-PARTY PROPERTY**, INCLUDING LOSS OF USE THEREOF, **BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF FNI**, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

FNI SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD HARMLESS ANY INDEMNITEE FOR CLAIMS OR LIABILITIES CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY OR ANY INDEMNITEE, SUBJECT TO THE LIMITATIONS SET FORTH IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF ANY **GOVERNMENTAL IMMUNITY, SOVEREIGN IMMUNITY, OR OTHER DEFENSES** AVAILABLE TO THE CITY UNDER TEXAS LAW, NOR AS A WAIVER OF ANY DEFENSES AVAILABLE TO FNI.

TO THE EXTENT A DEFENSE IS NOT PROVIDED BY INSURANCE REQUIRED UNDER THIS AGREEMENT, AND **UPON FINAL ADJUDICATION ESTABLISHING FNI'S LIABILITY**, FNI SHALL REIMBURSE THE INDEMNITEES FOR REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS **IN PROPORTION TO FNI'S PERCENTAGE OF RESPONSIBILITY**, WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN DEMAND.

FNI SHALL PROCURE AND MAINTAIN INSURANCE SUFFICIENT TO SUPPORT ITS OBLIGATIONS UNDER THIS SECTION.

THE OBLIGATIONS SET FORTH IN THIS SECTION ARE NOT LIMITED BY INSURANCE COVERAGE OR POLICY LIMITS AND SHALL SURVIVE TERMINATION, COMPLETION, OR EXPIRATION OF THIS AGREEMENT.

16. **INDEPENDENT CONTRACTOR:** FNI is an independent contractor and not an officer, employee, agent, partner, or joint venturer of the City. Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the City and FNI. FNI shall have exclusive control over the means, methods, and details of performing the Services, subject only to the requirements of this Agreement and applicable law. Neither FNI nor its employees, agents, or subcontractors shall be entitled to any benefits provided by the City to its employees, including but not limited to retirement benefits, workers' compensation coverage, unemployment insurance, or health insurance. FNI shall have no authority to bind the City or incur obligations on behalf of the City unless expressly authorized in writing by the City.
17. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased

expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.

18. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
19. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

ADDITIONAL TERMS AND CONDITIONS

The obligations set forth in Paragraphs 20 through 31 shall be operative solely to the extent mandated by the requirements of the underlying federal funding applicable to this Agreement, and shall not expand the Parties' duties beyond such federally imposed conditions.

20. **2 CFR 200 APPENDIX II (H):** FNI represents that neither it, nor any of its principals, subcontractors, or affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in federal assistance programs. FNI shall maintain active registration in SAM.gov throughout the term of the Agreement and shall not enter into any subcontract with any party that is debarred or suspended. FNI must notify the Client immediately upon learning that it or any subcontractor has become debarred, suspended, or otherwise excluded.
21. **2 CFR 200.337:** FNI agrees that the Client, the Federal awarding agency, TDEM, TWDB (as applicable), Inspectors General, the Comptroller General of the United States, and their authorized representatives shall have unrestricted access to any books, documents, papers, electronic data, or other records pertinent to this Agreement for purposes of audits, monitoring, site visits, investigations, or any other official purpose. FNI shall also make personnel available for interviews concerning such records or other performance-related information.
22. **2 CFR 200.334:** FNI shall retain all contract-related records for not less than three years from the date of final payment and the resolution of all pending matters. If litigation, audit, or any dispute arises before the expiration of the retention period, FNI shall maintain all relevant records until such actions are fully resolved.
23. **Chapter 176 of the Local Government Code:** FNI shall comply with all requirements governing conflicts of interest, including completion and filing of Form CIQ when required, and timely updates of such

disclosures. FNI must disclose any business relationship, gifts, or family relationships with local government officers as defined by statute.

24. 2 CFR 200 Appendix II(B) – Termination:

- A. **Termination for Cause:** If FNI fails to fulfill in a timely and proper manner its obligations under this Agreement, or if FNI violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to FNI of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by FNI pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, FNI shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, FNI shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by FNI, and the City/County may set-off the damages it incurred as a result of FNI's breach of contract from any amounts it might otherwise owe FNI.
- B. **Termination for Convenience of the City/County:** City/County may at any time and for any reason terminate FNI's services and work at City/County's convenience upon providing written notice to FNI specifying the extent of termination and the effective date. Upon receipt of such notice, FNI shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- C. Upon termination, all work products, completed or in progress, including documents, studies, drawings, and data, shall become the property of the Client at its option. FNI shall be compensated for necessary and satisfactorily performed services up to the termination date but remains liable for damages caused by its breach, which may be set off against any payment otherwise due.

25. 2 CFR 200 Appendix II(A) – Remedies and Dispute Resolution (Contracts > \$50,000): In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Construction Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

26. 41 CFR 60-1.4(b) and 2 CFR 200 Appendix II(C) – Equal Employment Opportunity: During the performance of this contract, FNI agrees as follows:

- A. FNI will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. FNI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FNI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. FNI will, in all solicitations or advertisements for employees placed by or on behalf of FNI, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. FNI will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with FNI's legal duty to furnish information.
- D. FNI will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of FNI's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. FNI will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. FNI will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of FNI's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and FNI may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. FNI will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. FNI will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency FNI may request the United States to enter into such litigation to protect the interests of the United States.

- I. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- J. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- K. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- L. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- M. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- N. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and FNI is written.

- O. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
27. **2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 (Contracts > \$100,000):** (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
28. **2 CFR 200 APPENDIX II (E) (Contracts > \$100,000) (Satisfied with inclusion of HUD 4010):** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
29. **24 CFR §135.38 (Contracts > \$100,000):** All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. FNI agrees to send to each labor organization or representative of workers with which FNI has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of FNI's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the

person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. FNI agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. FNI will not subcontract with any subcontractor where FNI has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. FNI will certify that any vacant employment positions, including training positions, that are filled (1) after FNI is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent FNI's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
30. **2 CFR 200 APPENDIX II (G) (Contracts > \$150,000):** For agreements exceeding \$150,000, FNI agrees to comply with all applicable provisions of the Clean Air Act and the Federal Water Pollution Control Act. FNI shall report any violations to the federal awarding agency and the appropriate EPA regional office, and shall flow these requirements down to all subcontractors.
31. **FEMA PA/HMA Program Requirements:** FNI acknowledges that all services performed under this Agreement must comply with FEMA Public Assistance and Hazard Mitigation Assistance requirements, including policies, documentation standards, environmental and historic preservation requirements, cost reasonableness rules, and scope development obligations. FNI shall support the Client in maintaining eligibility for FEMA funding and avoiding disallowance or deobligation. FNI shall also comply with FEMA/TDEM rules applicable to eligible pre-award costs as set forth in the RFQ.

CITY COUNCIL AGENDA

Regular Meeting: February 24, 2026

AGENDA ITEM: 18

Deliberate and take appropriate action on the first reading of an Ordinance by the City Council of the City of Ingleside, Texas amending the Code of Ordinances for the City of Ingleside, Texas, Chapter 2, Article III, Division 1, Section 2-38 conduct of meetings and providing for effective date, readings, publication, and severance.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Updated language relating to voting procedures has been incorporated into Chapter 2, Article III, Section 2-38 Conduct of Meetings. The updated language in Section 3.10 of the Charter of the City of Ingleside provides that voting, except on procedural motions, shall be by roll call and shall be recorded in the minutes.

City Council acquired and implemented an approved electronic voting system capable of recording and displaying the individual vote of each Council Member. The electronic voting system will satisfy the Charter requirements for roll call voting since the individual votes are recorded in the Minutes. Amending the Ordinance clarifies that roll call votes may be conducted through the City's approved electronic voting system.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance amending Chapter 2, Article III, Section 2-38 Conduct of Meetings to the second reading.

ATTACHMENTS:

1. DOCS1-#356326-v1-ORD_2026-XX_Conduct_of_Meeting_Roll_Call_Update (002) v2

AN ORDINANCE AMENDING SECTION 2-38 OF THE CODE OF ORDINANCES OF THE CITY OF INGLESIDE, TEXAS, REGARDING VOTING PROCEDURES; AUTHORIZING ROLL CALL VOTES TO BE CONDUCTED THROUGH AN APPROVED ELECTRONIC VOTING SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.10 of the Charter of the City of Ingleside provides that voting, except on procedural motions, shall be by roll call and shall be recorded in the minutes; and

WHEREAS, the City Council has acquired and implemented an approved electronic voting system capable of recording and displaying the individual vote of each councilmember; and

WHEREAS, the City Council finds that an electronic voting system that individually records each councilmember's vote in the minutes satisfies the Charter requirement for roll call voting by ensuring transparency, individual accountability, and an accurate public record; and

WHEREAS, the City Council desires to amend Section 2-38 of the Code of Ordinances to clarify that roll call votes may be conducted through the City's approved electronic voting system, provided that each councilmember's vote is individually recorded in the minutes.

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

Section 1. Amendment. Chapter 2, Article III, Division 1, Section 2-38 "Conduct of Meetings" is hereby amended to read as follows to read as follows, with deletions shown by strike-through text and additions shown by underline text:

Sec. 2-38. Conduct of meetings.

(a) *Definitions.*

- (1) The term "councilmember," as used in this section, refers to any and all members of the city council, including the mayor.
- (2) The term "council," as used in this section, refers to the city council as a body, including the mayor.

(b) *Mayor as chairperson.* The mayor shall preside at all meetings of the council and shall have a vote on all council actions. The mayor is the chairperson of the council. In the mayor's absence or inability, the mayor pro tem shall be chairperson and in the absence of the mayor pro tem, the council shall elect a chairperson.

(c) *Obtaining the floor.* Before a councilmember can make a motion or address the council in debate or otherwise, it is necessary that the councilmember obtain the floor. Councilmembers obtain the floor by addressing the mayor and being recognized by the mayor. The mayor shall not unreasonably withhold recognition to any councilmember asking for the floor, but under no circumstances shall the

mayor be obligated to recognize a councilmember for a second or further comment during a discussion of a matter until all other councilmembers desiring to speak have been recognized and afforded an opportunity to make a first comment.

(d) *Conducting business.*

- (1) The mayor, or other city official if the mayor so desires, first states the matter which is to be considered. If an ordinance is involved, the caption must be read.
- (2) After the statement of the matter to be considered, speakers shall be recognized and heard on the matter, the councilmembers may discuss the matter, and any councilmember may query staff, speakers and/or any person with knowledge of or interest in the matter.
- (3) After all speakers have been heard, the mayor may ask for a motion ("Do I hear a motion?").
- (4) Any councilmember may make a motion. Any other councilmember may second the motion.
- (5) Once the motion is seconded, the mayor invites discussion among the councilmembers on the matter ("Is there any discussion?"), and the councilmembers may discuss the matter and make queries as above.
- (6) ~~At the conclusion of the discussion, the mayor calls the question for a vote by restating the motion, or, if the mayor so desires, having someone else restate the motion, and instructing the city secretary to call the roll.~~ At the conclusion of the discussion, the Mayor calls the question for a vote by restating the motion, or, if the Mayor so desires, having someone else restate the motion, and directing that the vote be taken in accordance with subsection (k).
- (7) The motion maker owns the motion and can amend or withdraw it at any time before the mayor calls the question for a vote. Thereafter, the motion is owned by the council.
- (8) If the motion maker amends the motion, the mayor can proceed with discussion and call a vote on the motion as amended without requiring a second.
- (9) A motion can be amended any number of times by the motion maker before the mayor calls the question for a vote, but not thereafter.
- (10) No other motion or matter may be entertained until disposition of the motion made, except an appeal to the council from a procedural ruling of the mayor or a motion to withdraw the motion then pending, which may be made anytime before the vote is ended on a motion.
- (11) If it is desired to withdraw a matter on the agenda, the mayor can do so without a formal motion by simply stating that he intends to withdraw, asking if there is any objection and, if there is none, stating that it is withdrawn, unless two councilmembers object, in which event a formal motion is required.
- (12) Councilmembers shall conduct themselves courteously. No councilmember shall be unreasonably repetitious or verbose. No councilmember shall interrupt another councilmember while such other councilmember is speaking, except for the purpose of bringing a procedural point of order to the mayor for ruling.
- (13) If, in the good faith judgment of the mayor, a councilmember transgresses the rules of the council, the mayor may take such action as the mayor deems appropriate, subject to appeal to the council as a body. Such action by the mayor is treated as procedural ruling and is appealable as such.

(e) *Minimum vote.* No motion passes and no action may be taken by the council, including overruling a ruling of the mayor on any procedural matter, without the affirmative vote of at least four councilmembers, except as provided in the city charter at section 3.06 concerning vacancies and at section 3.12 concerning emergency ordinances, unless four or more of the councilmembers cannot vote due to conflicts of interest.

(f) *Public participation within the meetings.*

(1) General direction for all public participation:

- a. "Public comment" cards and information sheets outlining the process of public comments will be available before the start of the meeting.
- b. Persons who wish to address the council will register on a "public comment" card located on the desk at the rear of the council chamber. On the "public comment" card, the individual will provide their name, address, the topic of their comments and indicate if they want to speak during the public comments, consent agenda, or a specific agenda item. "Public comment" cards must be filled out completely, any incomplete cards will be returned. All "public comment" cards shall be provided to the city secretary prior to the meeting start time.
- c. Members of the public shall be limited to one presentation per meeting. Therefore, should a member of the public wish to speak on multiple agenda items the member shall do so at public comments. The provisions of this "public comment" subsection do not apply to persons appearing at a "public hearing" in response to an official agenda notice or publication.
- d. Each person signed up to speak will have three minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period. No person can assign their allotted time to other citizens to speak.
- e. If there is a group of six or more individuals speaking on the same subject, they will be required to provide a single person to represent them and that individual will be allowed up to ten minutes regarding the subject.
- f. Speakers will be acknowledged by the mayor in the order in which their names are provided to the city secretary. Speakers will address the council from the podium at the front of the room and begin their remarks by stating their name and address out loud for the audio record.
- g. Speakers should address their comments to the entire city council and be respectful and courteous in their language and presentation.
- h. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the city secretary. Any electronic media (i.e. CD, DCD, flash drive) that the public would like to use while they speak MUST be submitted a minimum of 24 hours prior to the meeting.
- i. Speakers shall not discuss any of the following: personnel issues, matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the council; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.

(2) During "public comment" agenda item:

- a. Public comment period can be used for existing agenda items or items not on the existing agenda.
- b. The presiding officer will receive the "public comment" cards from the city secretary for those members of the public wishing to speak at the citizens to be heard portion of the agenda and will call upon the citizen to speak for up to the allotted time limit.
- c. No formal city council action is permitted under the Texas Open Meetings Act. The regular meeting will begin after general public input concludes.

(3) During a specific agenda item:

- a. Any individual(s) who spoke during public comment will not be allowed to speak again during the agenda item unless asked by the mayor or a council member to answer specific questions to comments made earlier.
- b. Any individual(s) who did not speak regarding this agenda item during public comment and completed a "public comment" card, will be allowed to speak during this agenda item in the order they were received.

(4) During public hearings:

- a. Those individuals wishing to speak for or against a public hearing item are required to complete a "public comment" card and will be called in the order they were received. This does not count against their write to speak once during public comments or other agenda item.
- b. The individual(s) speaking in favor of the application/request/action item will speak first and will be limited for a total of ten minutes.
- c. The individual(s) speaking against the application/request/action item will speak second and will be limited for a total of ten minutes.

- (g) *Procedural issues.* The mayor shall have the authority to rule on procedural questions, subject to the right of any councilmember to appeal to the council. Any procedural decision made by the mayor may be appealed to the council ("I take exception to the ruling and move to appeal."). The appeal is perfected only if another councilmember joins the appeal by seconding the motion. An appellate motion takes precedence over any motion then pending.
- (h) *Principles.* These procedures rest on certain principles: the right of the majority ultimately to rule, the right of the minority to be heard, and the right of the individual to participate in the decision making process. The principle of "one thing at a time" pervades these procedures, though it is recognized that some things may justifiably and temporarily interrupt other things.
- (i) *Mayor discretion and policy.* The mayor is charged with the duty and obligation to enforce these rules. It is recognized that not all situations which can occur during a meeting of the council can be addressed in these procedures; therefor, the mayor is given the discretion to supplement or modify these rules as necessary, in his good faith judgment, to protect the rights aforesaid and ensure that meetings progress in an orderly and decorous fashion.
- (j) *Recorded minutes.* Minutes shall be taken and recorded for all meetings.
- (k) *Roll call voting.* A roll call vote, as required by the Charter, may be conducted through the City's approved electronic voting system, provided that the vote of each Council Member is individually

~~recorded in the minutes. Voting, except on procedural matters, shall be by roll call recorded in the minutes.~~

- (l) *Quorum.* Four councilmembers shall constitute a quorum for the transaction of business.
- (m) *Matter not on agenda.* Whenever any matter is brought up at a meeting which is not on the agenda, discussion of that matter by the council shall be limited to determining whether the matter should be placed on the agenda for a subsequent meeting; however, if a member of the public or a council member inquires about a matter not on the agenda, which inquiry can be answered by a statement of specific, factual information or by a recitation of existing policy, then a staff member or council member can provide said information or recitation of policy in response to the inquiry, but discussion by the council is limited as aforesaid.
- (n) *Comments and reports.* No comment or report may be made about any subject by any council member or staff member unless that subject is specifically listed on the council agenda or is specifically listed on the agenda under the appropriate general comments and reports section of the agenda, except in matters not requiring any council or staff action and which are community affairs news items, or are personal items regarding council, staff or others, or concern scheduling of meetings, or similar items. A citizen may make comment or report about any subject whether or not the subject is specifically listed on the council agenda or on the agenda under the appropriate general comments and reports section of the agenda. If the subject is not on the agenda, the council shall limit its discussion of any such item, as required under (m) above, to determining whether or not the matter should be placed on the agenda for a subsequent meeting.

Section 2. Effective Date. This Ordinance shall take effect immediately upon its passage and publication as required by law.

Section 3. Incorporation of Recitals. The City Council finds that the recitals contained in the preamble to this ordinance are true and correct and incorporates them as findings of fact.

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 hereof shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 5. Severance. If any provision of this ordinance is held to be invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Section 6. Repealer. This ordinance shall be cumulative of all other ordinances of the City of Ingleside and shall not repeal any other ordinance except to the extent of any direct conflict, and any such conflicting provisions are hereby repealed.

Section 7. Notice and Meeting. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and that public notice of the time, place, and subject matter of the public business to be considered, including this ordinance, was given as required by Chapter 551, Texas Government Code.

PASSED, ORDAINED, APPROVED AND ADOPTED this 24th day of February, 2026 by _____ (ayes) to _____ (nays) with _____ abstentions by a vote of the City Council of the City of Ingleside.

CITY COUNCIL VOTE AS RECORDED:

Mayor Pedro Oscar Adame	Yes	No	Abstain
Council Member Julio Salinas	Yes	No	Abstain
Council Member Davit Pruitt	Yes	No	Abstain
Council Member James Steward	Yes	No	Abstain
Mayor Pro-Tem Tracy Long	Yes	No	Abstain
Council Member Linda Timmerman	Yes	No	Abstain
Council Member John Salinas	Yes	No	Abstain

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: _____

Second Reading: _____