

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
AUGUST 13, 2024
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on August 13, 2024, 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. Update on Municipal Maintenance Agreement with TXDOT.
- d. Report on Vessel Turn In Program to be held in Ingleside from October 3–5, 2024 at the Recycling Center.
- e. Report on banner signage.
- f. Ingleside Community Garage Sale

Presentations

7. Proclamation to recognize August 21, 2024 as Jean Joyce Day.
8. Proclamation to recognize August 21, 2024 at National Senior Citizens Day,

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.

9. Deliberate and take appropriate action on second and final reading of an Ordinance conditionally approving amendments to the Cape Bay Planned Unit Development Agreement adopted in Ordinance No. 2020-01 and further providing for effective date, reading, severance, and publication.
10. Deliberate and take appropriate action on the Regular Meeting Minutes of July 23, 2024 and Special City Council Meeting & Budget Workshop Minutes.

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 concerning an application filed by SCC Ingleside Partners LLC, requesting a rezoning for the following property: Property ID#115827 LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR.

Regular Agenda

12. Deliberate and take appropriate action on first reading of an Ordinance changing the zoning for the following property legally described as LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR from its present zoning of M (Multifamily) to C-2 (General Commercial) and further providing for effective date, reading, severance, and publication.
13. Deliberate and take appropriate action on a request of Mr. Brian Yoder, from Battlin BBQ, a 501(c)(3) non-profit organization, to hold their annual BBQ state championship cook-off and fundraiser at N.O. Simmons Park on October 25th - 26th.
14. Deliberate and take appropriate action on the HOT Fund Application from Battlin' BBQ in the amount of \$31,896 for their event to be held October 24-27, 2024.
15. Deliberate and take appropriate action on the Ingleside Chamber of Commerce's amended request for the use of N.O. Simmons Park for the Ingleside Round Up Days & Music Festival to be held March 21-23, 2024.
16. Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the Ingleside Round Up Days & Music Festival in the amount of \$48,400 for their event to be held March 21-23, 2024.
17. Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber

of Commerce for the Ingleside Renaissance Faire in the amount of \$101,000 for their event to be held December 14-15, 2024.

18. Deliberate and take appropriate action on approval of the Ingleside Development Corporation 2024/2025 Work Plan.
19. Deliberate and take appropriate action on approval of the Ingleside Development Corporation FY 2024-2025 Budget.
20. Deliberate and take appropriate action on a Memorandum of Understanding between the City of Ingleside and the Ingleside Independent School District regarding the use and maintenance of the Live Oak Park Tennis Courts.
21. Deliberate and take appropriate action on a Resolution of the City Council of Ingleside, San Patricio County, Texas, approving the waiver of pet adoption fees and microchipping fees at the Ingleside Pet Adoption Event occurring on August 17, 2024.
22. Deliberate and take appropriate action on a Resolution authorizing the City of Ingleside, Texas to consent to the partial assignment of the Chapter 380 Agreement from Flint Hills Resources Corpus Christi, LLC to J Enbridge Ingleside Oil Terminal, LLC, as related to a 43.55-acre portion of the land and authorize the Mayor to execute all documents related; and setting an effective date.
23. Deliberate and take appropriate action on a Joint Use Agreement (JUA) between the City of Ingleside and the Texas Department of Transportation regarding State Highway 200 Utility Relocation.
24. Deliberate and take appropriate action on the 2025 Pool Rental Agreement with adjustments to associated fees.
25. Deliberate and take appropriate action on the encumbrance of monies and authorize the purchase of a new fire tender, through the Houston-Galveston Area Council Buy Board.
26. Deliberate and Take Appropriate Action on Awarding a re-quote of a contract for roof replacement(s) at the City Hall, City Hall Annex Building, Police Station, and the Fire Station and adding the Humble Center to the quote.
27. Deliberate and take appropriate action to accept the 2024 appraisal assessed and taxable values of all and new property in the City of Ingleside as certified by the San Patricio County Appraisal District.
28. Deliberate and take appropriate action on authorizing the City Manager to submit written comments and appear before the Texas Commission of Environmental Quality regarding the Air Quality Permit Application of Ingleside Ammonia Partners, LLC, Proposed Air Quality Permit Numbers 174275,PSDTX1628, and GHGPSDTX234.

Executive Session

29. Closed Session

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

- A. Section 551.087 Deliberation Regarding Economic Development Negotiations – Update on ongoing industry and retail negotiations
- B. Section 551.071 Consultation with Attorney - To seek or receive legal advice regarding pending litigation; Contract Review and Negotiations of the Ingleside Development Corporation (IDC) Contract
- C. Section 551.074 Personnel Matters - Annual Evaluation of the City Manager and Employment Contract

30. 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. Section 551.087 Deliberation Regarding Economic Development Negotiations – Update on ongoing industry and retail negotiations
- B. Section 551.071 Consultation with Attorney - To seek or receive legal advice regarding pending litigation; Contract Review and Negotiations of the Ingleside Development Corporation (IDC) Contract
- C. Section 551.074 Personnel Matters -
- D. Section 551.074 Personnel Matters - Annual Evaluation of the City Manager and Employment Contract

Closing Agenda

31. Items to consider for placement on future agendas.

32. Adjourn.

Special Accommodations

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

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

Certification

I, Ruby Beaven, 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 August 09, 2024 by 8:30 p.m.



Ruby Beaven, 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: August 13, 2024

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

FISCAL ANALYSIS:

RECOMMENDATION:

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY: Ruby Beaven, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

- A. Volunteers Needed
 - B. Toddler Time August 22
 - C. TCEQ Proposed Air Quality Permit Public Meeting for Ingleside Clean Ammonia Partners September 5 - Portland
 - D. 4th Annual Leading Ladies Gala September 18 - Aransas Pass
 - E. National Night Out Block Party October 01
 - F. Vessel Turn-In Program October 03-05
 - G. Ingleside Chamber of Commerce Banquet October 12 - Aransas Pass
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information Only.

ATTACHMENTS:

1. 2024, 08-13 Community Events v6



VOLUNTEERS NEEDED!

Looking for an opportunity to serve your community?

*You can find additional information like qualifications,
duties, terms and an application at*

<http://inglesidetx.gov/297/Boards-Commissions>.

*Please email your completed application and/or
questions to the City Secretary at*

citysecretary@inglesidetx.gov.

CITY OF INGLESIDE
PARKS AND RECREATION

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

TODDLER

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

TIME

AUGUST 22

9:00 AM – 11:00 AM

A collection of colorful stars in orange, red, pink, and purple, scattered around the bottom of the page.

HUMBLE YOUTH CENTER
2821 MAIN ST. INGLESIDE, TX

OPEN TO AGES 5 YEARS AND UNDER ONLY

REGISTER TODAY!
(361) 758-2750
ARANSASPASS.ORG



A central poster for the 4th Annual Leading Ladies Gala. The poster has a black background with a gold laurel wreath border. At the top, three gold stars are above a large pink '4' with 'TH' in gold. Below this, the word 'ANNUAL' is in gold, followed by 'Leading Ladies' in a gold script font, and 'GALA' in large pink block letters. A white banner across the middle contains the date 'SEPTEMBER 18, 2024'. Below the banner, the text '6:00-9:00 PM', 'DOORS OPEN AT 5:30 PM', and 'ARANSAS PASS CIVIC CENTER' is displayed in white. The background of the entire flyer is pink with faint musical notes and star patterns.

4TH
ANNUAL
Leading Ladies
GALA

SEPTEMBER 18, 2024

6:00-9:00 PM
DOORS OPEN AT 5:30 PM
ARANSAS PASS CIVIC CENTER



Leading Ladies
GALA
SEPTEMBER 18, 2024



LOCAL ANIMAL SHELTER

DONATION DRIVE



The Leading Ladies Gala proudly supports a philanthropic initiative each year. For 2024, we have chosen to aid local animal shelters in our community. We hope you will join us in supporting this worthy cause by donating the essential cat and dog supplies detailed below.

DOG/CAT FOOD, TOYS, BEDDING, LEASHES, COLLARS, LITTER, LITTER BOXES, KITTEN MILK, AND CLEANING SUPPLIES.

**DROP OFF LOCATIONS: ARANSAS PASS, INGLESIDE,
PORTLAND & SINTON CHAMBERS OF COMMERCE**

DONATIONS ACCEPTED UNTIL: SEPTEMBER 18, 2024



MORE INFORMATION: (361) 758-2750 | ARANSASPASS.ORG



Citizens of Ingleside,

The Ingleside Police Department has been celebrating / participating in NATIONAL NIGHT OUT for many years now, as well as 100's of other cities across the State of Texas. This year we will not be hosting the NNO event at the park as we have done in the past. This year, we want to bring the event back to its roots and into the communities. We are asking neighbors/businesses to host your own block party on **10/01/2024** from **6 pm - 9 pm**. The idea of NNO is to bring families/neighbors and Officers together to discuss any concerns in the community. Ingleside Police Department will be visiting all registered block parties to meet with citizens during this time.

The event is meant to increase awareness about police programs in communities, such as *drug prevention, town watch, neighborhood watch, and other anti-crime* efforts. National Night Out was established by Matt Peskin in the western suburbs of Philadelphia, Pennsylvania, and has been held annually since 1984. In the United States, the event is sponsored by the National Association of Town Watch.^[3] *National Night Out began simply with neighbors turning on their porch lights and sitting in front of their homes.*^[3] The first National Night Out involved 2.5 million residents across 400 communities in 23 states; National Night Out 2016 involved 38 million residents in 16,000 communities across the United States.^[4]

I have attached our NNO Block party guide to assist you in the process of hosting your event. You may print and return the registration form or scan the QR code to register online on the City of Ingleside website. We thank you for your consideration and hope to see you out there, even if it's only 2 people. Grab a chair, hang out in your driveway, and meet your neighbors.

Officer Shevon Baldi
Community Resource Officer
Ingleside Police Department





Ingleside Vessel Turn-In Program

An Opportunity to Voluntarily Remove Inoperable Vessels

Verification of ownership and a Release of Interest and Ownership must be completed and provided to the VTIP agency. The title must be free of any loan balances, liens, and/or taxes. We encourage your participation if you own a vessel under 25-feet in length and need help with disposal. Vessels exceeding the maximum length of 25-feet may be eligible for disposal on a case by case basis.

The Vessel Turn in Program (VTIP) allows the public the opportunity to drop off unwanted vessels. The Texas General Land Office (GLO), Texas Parks and Wildlife Department (TPWD) and other local jurisdictions are taking a proactive approach, utilizing this program in order to minimize the amount of illegal dumping of vessels along the Texas Coast.

The VTIP provides owners with a free and voluntary method to dispose of their vessels and boats. The GLO sponsors the removal of all fuel, oil, and batteries; TPWD verifies ownership and clears the vessels for disposal; and Ingleside transports vessels (and trailers if needed) to the landfill for disposal.



October 3-5, 2024

Drop-off Times:

10/03	10/04	10/05
4PM - 7PM	8AM - 5PM	8AM - 2PM

Drop-off Location:

Ingleside Recycling Center
1580 4th Street, Ingleside, TX 78362

CITY OF INGLESIDE RESIDENTS ONLY.

RESIDENTS MUST PROVIDE PROOF OF WATER BILL.

ALL VESSELS MUST HAVE WASTE AND DEBRIS REMOVED PRIOR TO DROP OFF



Aloha!

**hula on over to
The Ingleside Chamber
of Commerce
Annual Banquet**

**SATURDAY
OCTOBER 12, 2024**

DOORS OPEN AT 5:30PM

**Aransas Pass Civic Center
700 Wheeler Rd
Aransas Pass, TX 78336**

**RSVP to:
inglesidetxchamber@gmail.com
Phone: 361-776-2906**

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 6.c

Update on Municipal Maintenance Agreement with TXDOT.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside and TXDOT entered into a Municipal Maintenance Agreement in April 12, 2005. In this agreement, it was stipulated that the City was responsible for upkeep of the streets that are actually TXDOT right of ways within the city limits. Mainly it will be Highway 1069 & Highway 361. The agreement consists of traffic control being followed by Texas Manual on Uniform Traffic Control Devices (TMUTCD) for traffic control during work operations. It is also agreed that if the city can not access the correct traffic control devices, a request to TXDOT can be submitted for assistance. TXDOT agrees to assist the City so long as the resources are available.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

N/A For update purposes only.

ATTACHMENTS:

1. MMA Ingleside



MUNICIPAL MAINTENANCE AGREEMENT

See Page 5 of 8

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 12 day of April, 2005,
by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of
Ingleside, San Patricio County,
Texas (population 9,388, 2000, latest Federal Census) acting by and through its duly
authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

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

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

RECEIVED
SINTON AREA OFFICE

APR 29 2005

TEXAS DEPARTMENT
OF TRANSPORTATION

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup. - See State Interpretation of Litter
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

(Item 734)

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Ingleside on the 12 day of April, 2005, and the Texas Department of Transportation, on the 27 day of April, 2005

ATTEST:

THE STATE OF TEXAS

Nhu Phan

CITY OF Ingleside

BY City Manager
(Title of Signing Official)

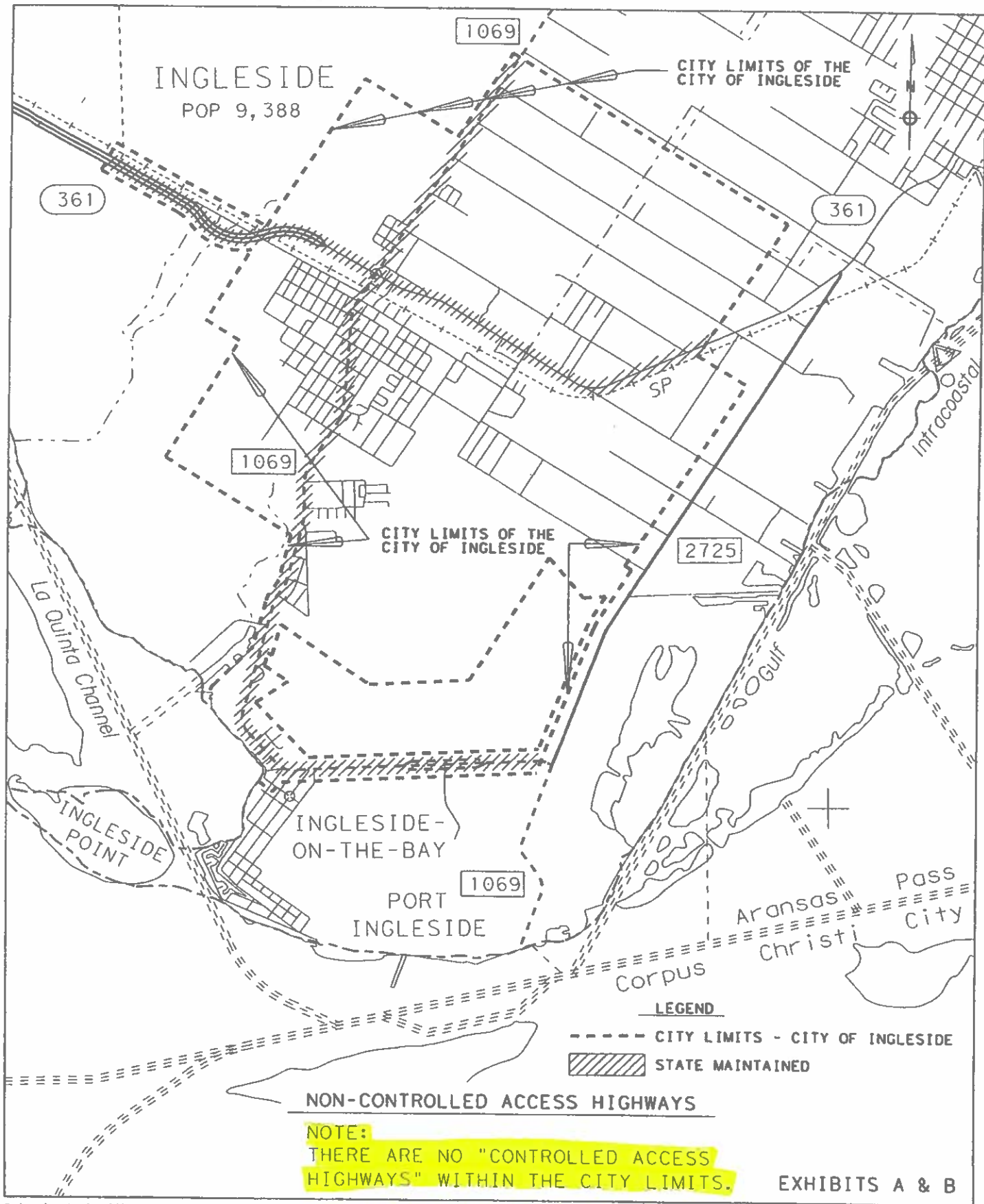
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY [Signature], PE
District Engineer

CORPUS CHRISTI District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.



D:/engdata/cxdot/205ency.dgn 4/1/2005 3:36:15 PM

RESOLUTION NO. 866

A RESOLUTION APPROVING THE AGREEMENT DATED April 12, 2005
BETWEEN THE STATE OF TEXAS AND THE CITY OF Ingleside
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE
HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Ingleside;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Ingleside:

SECTION 1. That the certain agreement dated April 12, 2005, between the State of Texas and
the City of Ingleside for the maintenance, control, supervision, and regulation of certain
State Highways and/or portions of State Highways in the City of Ingleside be, and the same
is, hereby approved; and that City Manager Mik Rhea is hereby authorized to execute
said agreement on behalf of the City of Ingleside and to transmit the
same to the State of Texas for appropriate action.

PASSED: April 12, 2005

APPROVED: Gene Stewart


Mayor

ATTEST:

Kimberly Dwydale
Secretary

City of Ingleside
Clerk

APPROVED AS TO FORM;


City Attorney

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 6.d

Report on Vessel Turn In Program to be held in Ingleside from October 3–5, 2024 at the Recycling Center.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Staff is in the process of bringing back the Vessel Turn In Program for the second time for Ingleside residents. The dates are set for October 3-5, 2024. The times for the event will be Thursday, October 3, 4PM - 7PM; Friday, October 4, 8 AM - 5PM; Saturday, October 5, 8AM - 2 PM. The Economic Development Department is working in conjunction with the Code Compliance Department for this event.

FISCAL ANALYSIS:

The city will incur the cost of labor during the event. Staff is in the process of getting the other needed items donated, such as rollofts, wrecker service, disposal.

RECOMMENDATION:

Information purposes.

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 6.e

Report on banner signage.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Council requested staff research grants for purchase of new banners for downtown. The Economic Development Department has researched and found one grant that could possibly qualify for banners. Because of the timeline for the grant, it will be at least January 2025 before we know if we will receive the grant. If the grant is received, the award could be any amount up to a maximum of \$5,000.

The city has purchased banners in the past and has a limited inventory on hand. The various departments are working together to determine the banners that can be used and hung. Research is on-going on what design of banners would be desired to purchase new.

FISCAL ANALYSIS:

Research on cost is ongoing.

RECOMMENDATION:

Report Only

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 6.f

Ingleside Community Garage Sale

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Chamber of Commerce has asked to utilize N.O. Simmons Park for a Community Garage Sale. The Chamber will oversee the organization of this extensive community event. Residents will host garage sales at their homes, while those unable to do so can coordinate with the Chamber to set up at N.O. Simmons Park, specifically under the basketball pavilion.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For update purposes only

ATTACHMENTS:

1. 2024 Ingleside Chamber Garage Sale

City of Ingleside

Park Use Date Request

This form is required for all event requests at City Parks and Facilities. If a Park Use Permit or Special Use Permit is required, the Park Use Date Request form is not needed; those permits cover the information requested on this form.

Name of Organization: Ingleside Chamber of Commerce & Visitor Center Non-Profit? Yes ☒ No ☐

Your Name: Barbara Gregg HOT Fund Application? Yes ☐ No ☒

Address: 2809 Main Street City Ingleside Zip 78362

Phone (include area code): 361-776-2906 Email: Inglesidetxchamber@gmail.com

Name of Event: Community Garage Sale Date of Event: Nov 2nd, 2024

Estimated Attendance: 50

Facility Requested:

☐ Cove Park

☐ Faith Park

☐ Garden Center

☐ Dixie Diegel Fields

☐ Other: _____

☐ Humble Community Center

☐ Live Oak Park

☐ Disc Golf

☐ Tennis Courts

☐ Bennie Diegel Fields

☐ Other: _____

☒ N.O. Simmons Park

☒ Basketball Pavilion

☐ Parking Lot

☐ Picnic Pavilion

☐ Soccer Fields

☐ Football Fields

☐ Other: _____

☐ Whitney Lake Park

Special Requests:

☐ Handwashing Stations

☐ Ticket Booths

☐ Trash Receptacles

☐ Barricades

☐ Move Soccer goals

☐ Temporary Fencing

☐ Electricity

☐ Water

☐ Overnight Camping

Specific time special use activity will take place: 8am-2pm

Indicate set-up and take-down times: 7am-2pm

Applicant Initial BG

(revised July 2024) pg 1

City of Ingleside

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

NOTE: The permittee shall be responsible for returning the park's grounds to their original state. If signed by the Assistant Director of Parks and Recreation this document authorizes the Park Use Date Request. Additional contracts may be necessary based on the facility selected. Contact the Assistant Parks Director to verify.

Barbara Gregg
Signature of Adult Applicant

8/7/2024
Date:

Verification Section:

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

Paul Pully
Assistant Director of Parks and Recreation Signature

8-7-24
Date:

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 7

Proclamation to recognize August 21, 2024 as Jean Joyce Day.

SUBMITTED BY: Ruby Beaven, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

To recognize Jean Joyce for having enriched the lives of Ingleside community members due to the tireless volunteer work, dedication, and being an exceptional example as a volunteer and advocate for our community.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Presentation Only.

ATTACHMENTS:

1. 2024, 08-21 Jean Joyce Day-Proclamation_DRAFT

PROCLAMATION

WHEREAS, Jean Joyce has enriched the lives of Ingleside community members due to the tireless volunteer work, dedication, and being an exceptional example as a volunteer and advocate for our community; and

WHEREAS, Jean was a member of the Red Hat Society, which is an International women's society that encourages women in their quest to pursue fun, friendship, fitness, and freedom to express lifelong dreams; and

WHEREAS, Jean was a member of the Alzheimer's Association while being a caregiver to her family member "Gram" since 1980 and Jean dedicated her days to five children, family, friends, flowers and the Ingleside Community; and

WHEREAS, For twenty-two years, Jean has been a dedicated member of the Ingleside Garden Club being the Ingleside Garden Club's longest serving member to date starting in 2002. Jean was a key member in starting the planting of garden beds at the senior center and still maintains the West side of the Senior Center flower beds at the age of 94 years old; and

WHEREAS, the City Council would like to recognize Jean Joyce for her accomplishment of dedication and for serving this community; and

NOW THEREFORE, I, Pedro Oscar Adame, Mayor of the City of Ingleside, Texas, in recognition of outstanding contributions of Jean Joyce, do hereby proclaim August 21, 2024, as

"Jean Joyce Day"

in the City of Ingleside, Texas, and encourage citizens to thank Jean Joyce and applaud her for her continuing service and dedication to making a difference in this community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ingleside to be affixed this 13th day of August 2024.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 8

Proclamation to recognize August 21, 2024 at National Senior Citizens Day,

SUBMITTED BY: Ruby Beaven, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

To recognize on August 21st, National Senior Citizens Day for the achievements of the more mature representatives of our nation who have spent their lives contributing to society and have impacted everyone's lives for the better;

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Presentation Only.

ATTACHMENTS:

1. 2024, 08-13 Senior Citizens Day Proclamation_DRAFT

PROCLAMATION

WHEREAS, On August 21st, National Senior Citizens Day recognizes the achievements of the more mature representatives of our nation who have spent their lives contributing to society and have impacted everyone's lives for the better; and

WHEREAS, Improved healthcare has changed demographics and increased productivity of older citizens, allowing them to be more active than ever before. The City of Ingleside is seeing a shift in its population demographics. According to the 2022 U.S. Census Bureau data shows in the 65 to 74 years age group there is 8.4%, in the 75 to 84 years age group there is 3.9%, and in the 85 years age group and over there is 0.4% which makes up the older population in Ingleside; and

WHEREAS, President Ronald Reagan took the initiative to honor seniors in 1988 when he signed Proclamation 5847 and marked August 21st as the day seniors will be celebrated. Reagan proclaimed. "For all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older — places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity"; and

WHEREAS, National Senior Citizens Day is important because millions of American seniors are changing the way we view old age. Far from fading into the sunset, these men and women are serving as brilliant points of light in their communities. They are serving others through a host of volunteer programs and personal acts of kindness; they are sharing their ample knowledge and experience in the workplace; and they are quietly enriching their families with a wealth of love and wisdom. Across the United States, older Americans are proving that the senior years -- like any other season in life -- hold great opportunities and rewards of their own; and

NOW THEREFORE, I, Pedro Oscar Adame, Mayor of the City of Ingleside, Texas, in recognition to honor our seniors, do hereby proclaim August 21, 2024, as "**National Senior Citizens Day**" in the City of Ingleside, Texas, and encourage citizens to celebrate older adults for their contributions, support their independence, and recognize their unparalleled value to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ingleside to be affixed this 13th day of August 2024.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 9

Deliberate and take appropriate action on second and final reading of an Ordinance conditionally approving amendments to the Cape Bay Planned Unit Development Agreement adopted in Ordinance No. 2020-01 and further providing for effective date, reading, severance, and publication.

SUBMITTED BY: Gene Delauro, Interim Building Official

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Development Standards for the Cape Bay PUD were approved (Ordinance #2020-001) by the City Council on January 8, 2020. The Ordinance and approved standards, and the Developer's proposed standards are attached for reference. For comparison purposes, below are notable standards previously approved, followed by the proposed amendments.

1. Approved Standard - Streets - 50' Right-of-way with 30' of pavement and minimum sidewalk standards will be exceeded with hiking trails and sidewalks throughout the development.

Proposed Amendment - Streets – 50' Right-of-way with 28' street section and a 5' minimum sidewalk shall be provided for connectivity along the minimum of one side of all street sections throughout the development.

2. Approved Standard - Residential Lots - Mixture of 6,600 sq ft lots with 60' width and 5,400 sq ft lots with 45' width.

Proposed Amendment - Residential Lots - 6,000 sq ft lots with minimum 50' wide lots

3. Approved Standard - Park - Developer shall provide linear hike and bike trail throughout the development as well as several acres of park land dedication. There is approximately 12 +/- acres of park, and open space that will be utilized as linear hike and bike trails and developed public park land.

Proposed Amendment - Park – The Owner (Developer) shall dedicate a portion of the property to be either public parkland, private park land or cash in lieu, at the Owner's (Developer) discretion the subdivision shall provide a 5' concrete linear sidewalk system for connectivity throughout the development as well as the minimum acres of park land dedication or cash in lieu.

4. Approved Standard – Cape Bay Subdivision will have access points on Achievement Boulevard, Avenue A and 6th Street.

Proposed Amendment – Cape Bay Subdivision will have access points on Achievement Boulevard and 6th Street. No street construction is proposed from the Cape Bay subdivision to the intersection of Avenue A & 8th Street.

5. Approved Standard – A Traffic Impact Analysis (TIA) will be conducted to determine any potential off-site improvements that may be required.

Proposed Amendment – No TIA is proposed.

6. Approved Standard – Additional plans, including general parks plan, conceptual plan, landscaping exhibits and or architectural plans shall be provided as an attachment to the PUD as required and shall be submitted prior to the final plat of each phase of the subdivision. The approved attachments and exhibits included a Preliminary Concept Plan and Phasing, Preliminary Use Plan, Preliminary Walking Trail Plan, Fencing Plan, Landscaping and Park Plan and Entry Monumentation.

Proposed Amendment - A Preliminary Plan and Sidewalk Plan were submitted as exhibits to the proposed amended conditions.

The construction plans previously submitted include providing and installing a one-hundred-kilowatt emergency backup generator at the proposed lift station. The proposed construction drawings do not include a backup generator, only a means of connection for a backup generator to be provided by others. The City of Ingleside is required, under TCEQ standards, to provide backup emergency power to operate the lift station in the event of power loss.

FISCAL ANALYSIS:

None.

RECOMMENDATION:

The Planning & Zoning Commission met on January 15, 2024, conducted a public hearing, and deliberated on the request. The Commission voted 4-0 to recommend approval of the amended PUD development standards to the City Council. The City Council met on May 28, 2024, and provided direction for the developer and Staff to resolve the prior requirement for a Traffic Impact Analysis and establish financial responsibility to construct the approximate one hundred and thirty-five (135) foot extension of Avenue A from Eighth Street to Cape Bay PUD prior to or in conjunction with the Cape Bay Subdivision – Phase II Final Plat.

ATTACHMENTS:

1. 2024, 05-28 Council Minutes Item 16
2. 2024, 07-11 Cape Bay Development Letter

3. DOCS1-#300049-v1A-Ordinance_-Cape_Bay_PUD_Amendment_MM_Revisions_
4. Exhibit A Cape Bay REVISED PUD Development Standards_01.11.24
5. Exhibit B Ord - 2020-01
6. Exhibit B CAPE BAY PUD ARGEEMENT - Approved 2020, 01-08 (Ord. 2020-01)

Consent Agenda

9. **Deliberate and take appropriate action on the Regular Meeting Minutes of May 14, 2024 and Special Meeting Minutes of May 20, 2024.**

10. **Deliberate and take appropriate action on the second and final reading of an Ordinance amending the Fiscal & Budgetary Policy for the City of Ingleside, Texas.**

Proposed Ordinance 2024-07.

11. **Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside, San Patricio County, State of Texas authorizing and designating the official signatures of the City of Ingleside for banking and depository services.**

Proposed Resolution 2024-20.

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

Proposed Resolution 2024-21.

13. **Deliberate and take action on the first and only reading of an Ordinance amending the Fiscal Year 2023-2024 Budget for the City of Ingleside, Texas, for the use of Council discretionary funds, for the donation from the Ingleside Chamber of Commerce, and for the Click It Or Ticket grant funds.**

Proposed Ordinance 2024-08.

Motion: Council Member Pruitt made a motion to approve the consent agenda, as presented. Council Member Wilson seconded the motion. Motion carried with all present voting in favor.

Public Hearing

No Public Hearing presented for this meeting.

Regular Agenda

14. **Deliberate and take appropriate action on a Resolution appointing members to the Ingleside Development Corporation Board of Directors.**

Discussion was held between Council Members, City Manager Lewis and IDC President Teresa Flores about the funds available, current members, possibly putting one Council Member on the Board for project prospective, State Mandates, Council Member Diehl asking Council Member John Salinas if he would be willing to accept a nomination to the board, Council can appoint three (3) members to the board, members stepping off the board and having five (5) applicants interested in joining the board, advertising to business owners about grant, two (2) pending projects, requesting that Council waiting to request other projects until the current projects are completed, and the recommendations for change with the City Manager sending the letter for the change request.

Proposed Resolution 2024-22.

Motion: Council Member Diehl made a motion to approve Resolution 2024-22, a Resolution appointing members to the Ingleside Development Corporation Board of Directors, accepting the nominations with the exception to appoint Council Member John Salinas in the place of Dr. Edlin to the board. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

Mayor Adame requested that Agenda Item 16 be discussed before Agenda Item 15.

16. **Deliberate and take appropriate action for a request to amend the development standards of the Cape Bay Planned Unit Development (PUD).**

Discussion was held between Council Members, City Manager Lewis, Interim Building Official Delauro, and Trey Summers (Developer) about amending the original PUD agreement: acreage reduction; 50' Right-of-way with 30' of pavement to 50' Right-of-

way with 28' street section and a 5' minimum sidewalk; 6,600 sq ft lots with 60' width and 5,400 sq ft lots with 45' width to 6,000 sq ft lots with minimum 50' wide lots; the Developer shall provide linear hike and bike trail throughout the development to the Developer dedicating a portion of the property to be either public parkland, private park land or cash in lieu; access points on Achievement Boulevard, Avenue A and 6th Street to access points on Achievement Boulevard and 6th Street; Traffic Impact Analysis (TIA) will be conducted to no TIA be proposed; a Preliminary Plan and Sidewalk Plan being submitted as exhibits to the proposed amended conditions; and previously submitted plans including an emergency backup generator at the proposed lift station, but the proposed plans does not include a back up generator but a means of connection due to the City having to provide backup emergency power.

Further discussion was held on the topic of City and the Developer to resolve the Traffic Impact Analysis and the to establish the financial responsibility to construct the third access point for extension of Avenue A and Eight Street.

Motion: Council Member Julio Salinas made a motion to approve the amended PUD with the condition the developer and city staff resolve the prior requirement for a Traffic Impact Analysis and establish financial responsibility to construct the approximate one hundred and thirty five (135) foot extension of Avenue A from Eighth Street to Cape Bay PUD prior to or in conjunction with the Cape Bay Subdivision – Phase II Final Plat. Council Member Diehl seconded the motion. Motion carried 5:1:1.

For Motion:	Council Member Diehl, Council Member Wilson, Council Member John Salinas, Council Member Julio Salinas, Mayor Adame
Against Motion:	Council Member Pruitt
Abstained:	Mayor Pro-Tem Long

Council Member Julio Salinas stepped away from the dais.

15. Deliberate and take appropriate action on a Resolution for a final plat affecting the following property: Property ID#'s 1042948, 1042949, & 52731.

Discussion held between Council Members, City Manager Lewis, and Interim Building Official Delauro about the Phase 1 coming out on 6th Street.

Proposed Resolution 2024-23.

Motion: Council Member Diehl made a motion to approve Resolution 2024-23, a Resolution for a final plat affecting the following property: Property ID#'s 1042948, 1042949, & 52731. Mayor Adame seconded the motion. Motion carried 5:0:1.

For Motion:	Council Member Diehl, Council Member Wilson, Council Member Pruitt, Council Member John Salinas, Mayor Adame
Against Motion:	None
Abstained:	Mayor Pro-Tem Long
Absent:	Council Member Julio Salinas (stepped away from the dais)

Council Member Julio Salinas returned to the dais.

17. Deliberate and take appropriate action to obligate the remaining ARPA funds of \$36,973.42.

Discussion was held between Council Members and City Manager Lewis about the remaining ARPA funds, and the Council needing to take action to obligate the funds towards upgrading the City Council Chamber Audio Visual capabilities and upgrade the seating in Council Chambers.

Motion: Council Member John Salinas made a motion to approve the allocation of the ARPA funds to upgrade the City Council Chamber Audio Visual capabilities and upgrade the seating in Council Chambers. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

The Honorable Mayor Adame
Mayor of Ingleside
2671 San Angelo Street
Ingleside, TX 78362



Members of the Ingleside City Council
2671 San Angelo Street
Ingleside, TX 78362

Dear Mayor Adame and Members of the City Council,

I am writing on behalf of Cape Bay Development, LLC to express our support and willingness to collaborate with the City on the proposed connection of Avenue A to Cape Bay.

I would like to request that the Council's condition of a Traffic Impact Analysis (TIA) incorporated into the May 28, 2024 approval of our Planned Unit Development Agreement be waived. The Preliminary Plan incorporated in the Planned Unit Development Agreement and the approved Preliminary Plat includes three access points. The first access point will be constructed in Phase 1 connecting our Subdivision to 6th street. The second and third access points will be constructed in Phase 2 connecting Achievement Blvd through our Subdivision to the Avenue A City R.O.W. These three access points are sufficient to handle the anticipated traffic volume.

Further, I believe that the extension of Avenue A to Cape Bay is necessary and will be mutually beneficial, enhancing connectivity and accessibility for residents and contributing to the overall development goals of the City. We are committed to working closely with City Officials to ensure that this extension is executed efficiently and effectively, optimizing the use of all available resources.

Thank you for your consideration of this request. I look forward to the opportunity to work together on this initiative and to contribute to the continued growth of Ingleside.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Summers III".

Trey Summers

Manager

Cape Bay Development, LLC

ORDINANCE NO. 2024-__

**AN ORDINANCE CONDITIONALLY APPROVING AMENDMENTS TO
THE CAPE BAY PLANNED UNIT DEVELOPMENT AGREEMENT
ADOPTED IN ORDINANCE NO. 2020-01 AND FURTHER PROVIDING
FOR EFFECTIVE DATE, READING, SEVERANCE, AND PUBLICATION.**

WHEREAS, a request by Cape Bay L.P. (“Owner”) was submitted for the Cape Bay Planned Unit Development agreement (“PUD”) to be amended as described in Exhibit A; and

WHEREAS, the Planning and Zoning Commission met and held a Public Hearing on January 15, 2024, wherein the amended development agreement was approved unanimously by all members present, and after hearing and considering the application, 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 amend the development agreement for this property;

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

Section 1. Amendment. The Cape Bay Planned Unit Development Agreement, attached as Exhibit B (Ordinance No. 2020-1) is amended as stated in Exhibit A subject to the satisfaction prior to Phase II of the following conditions requiring the Owner and the City of Ingleside to:

1. Cooperate in the development and construction of approximately one hundred and thirty-five (135) foot extension of Avenue A from Eighth Street to the Cape Bay PUD prior to or in conjunction with the Cape Bay Subdivision. The city manager is hereby designated to negotiate an agreement with the Owner, or Owner’s designee, to develop and construct an extension of Avenue A from Eighth Street to the Cape Bay PUD to include but not limited to cost sharing. Such agreement to be considered by the city council prior to the initiation of Phase II.

Section 2. 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 3. 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 4. 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 5. 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 13th day of August, 2024, 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:

Ruby Beaven, City secretary

First Reading: July 23, 2024

Second Reading: August 13, 2024

Development Standards**Residential Planned Unit Development District
with Single-Family Residential (R-1) uses and
Multiple-Family Residential (M) uses****Cape Bay Subdivision**

The Development depicted in Exhibit "A" shall be in accordance with the City of Ingleside Subdivision Ordinance and Zoning Ordinance as amended, and shall be subject to the following requirements and conditions.

A. Purpose of the Planned Unit Development (PUD)

As stated in Chapter 78, Division 14, Section 78-305 of the City of Ingleside's ("City") Code of Ordinances, "It is the intent of this section to provide for greater flexibility in the design of residential buildings, houses, yards, courtyards, streets, and pedestrian and automobile circulation within a development than would otherwise be possible through the application of existing rules and regulations of this chapter and the platting ordinance. It is further the intent of this section to provide for maximum choice in the types of environment and living units available to the public, an integration of open space and recreation areas with residential development, a pattern of development which preserves trees, outstanding natural topography, and geologic features, a creative approach to the use of land and related physical development, an efficient use of land resulting in small networks of utilities and streets and thereby lower housing and maintenance costs, without material, adverse impact on public costs, and an environment of stable character in harmony with surrounding development. The planned unit development concept is created to provide the flexibility necessary to establish a mixed-use development that stands out from other developments."

B. Summary of Cape Bay Subdivision

The Cape Bay Subdivision is a proposed quality, community of Single-Family Residential, Multi-Family Residential. The track is approximately 81+ acres and located 0.31 mile southeast of the intersection of 6th Street and Avenue A (the "Property").

Surrounding Land Uses and Zoning:

North: Residential and open space; zoned R-1

South: Undeveloped open space; zoned M and I

East: Undeveloped open space; zoned R-1 (Hidden Valley Subdivision)

West: Pipeline Easement and drainage canal and Elementary School; zoned R-1

Any area not specifically stated or defined in this PUD shall comply with the City Code of Ordinances.

C. In accordance to the Code of Ordinance Sec. 78-308 PUD requirements

This Residential Planned Unit Development (PUD) may include a mix of Single-Family Residential (R-1), and Multi-Family Residential (M) Uses.

Development of PUD as designated on Exhibit "A", the Preliminary Plan for Cape Bay Subdivision, comprising approximately 81.38± acres, shall be in compliance with all the regulations applicable to Single-Family Residential (R-1) uses and Multiple-Family Residential (M) uses contained in the City's zoning as amended, except as otherwise provided and/or limited herein.

1. Residential Streets- The single-family lots shall consist of 50' right-of-ways with 28' of the stand street section and a 5' minimum sidewalk standards shall be provided for connectivity along a minimum of one-side of all street sections throughout the development in accordance with the sidewalk plan contained in Exhibit "B".
2. Residential Parking- A minimum of 2 off street parking spaces for each residential unit will be provided in accordance with Div. 3, Article V, Chapter 78 of the Code of Ordinances. Any on street parking shall comply with Division 2 Sec. 62-64 of the Code of ordinances.
3. Water and Wastewater Services- shall be provided as required by the City to service the Cape Bay Subdivision. An area lift station will be constructed to service Cape Bay and provide service to Hidden Valley Subdivision. There will be capacity for an additional wet well to tie in.
4. Cape Bay shall provide adequate fencing and screening along the main entrance and perimeter of the subdivision. The fencing and screening shall meet the requirements of the Code of Ordinances Division 3, Article XI, Chapter 18.
5. A landscape common area owned and maintained by the HOA will be located along the entrance of 6th Street. This area will contain sod and plantings to complement the entry.
6. The Cape Bay Subdivision shall provide detention systems and drainage systems throughout the subdivision to handle all storm water and surface water run-off.
7. Common Area Requirements. The following requirements shall apply to the common areas/open space to be located on the Property.
 - a. Common Area Maintenance. The common areas shall be owned and maintained by the homeowner's association established pursuant to Chapter 209 of the Texas Property Code.
 - b. No Habitable Structures. Habitable structures shall be prohibited within the common areas with the exception of a community clubhouse.
 - c. Common Areas may be used as greenspace and to provide for a private park

D. Conformance with Comprehensive Plan

The Cape Bay Subdivision shall comply with intent of the Ingleside Comprehensive Plan Resolution # 2016-01. The Future Land Use Plan and Future Land Use Map identify the

subject property as General Residential (GR) and Multiple Family Residential (MFR).

E. Conformance with Criteria for Approval

The Cape Bay Subdivision complies with the criteria set forth in the Compliance Criteria Section of the Code of Ordinances Section 78-309.

F. Land Use

The proposed development program is set forth below and adheres to the intent and purpose of the Future Land Use Plan (FLUP). Based on minimum lot sizes and the provisions of the Agreement, a Planned Unit Development (PUD) designation is necessary and appropriate for the Property.

1. Residential - Single-Family Residential 1 (SF1) complies with the new standards: 6,000 square foot lot with a minimum 50-foot wide lot and any Multiple Family Residential (M) within the property will comply with minimum standards.
2. Park Land, Public and Private- The Owner shall dedicate a portion of the Property to be either public parkland, private parkland or cash in lieu, at the Owner's discretion. The Cape Bay Subdivision shall provide a 5' concrete linear sidewalk system for connectivity throughout the development as well as the minimum acres of park land dedication or cash in lieu. This shall be utilized to meet or exceed the park land dedication and development requirements according to Chapter 54, Article IV, Division 4, Section 54-151 Parks.

Exhibit "A"

Preliminary Plan

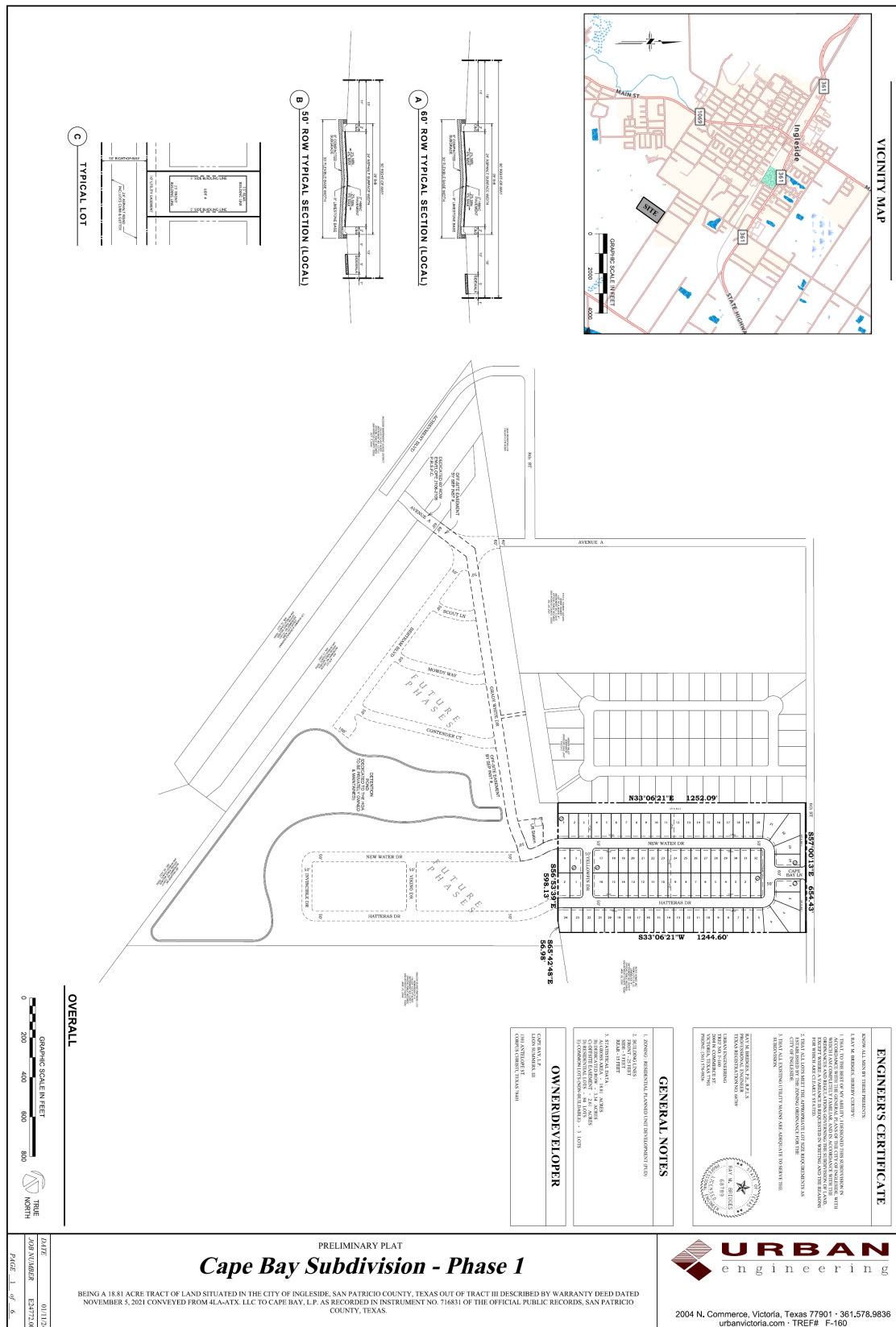
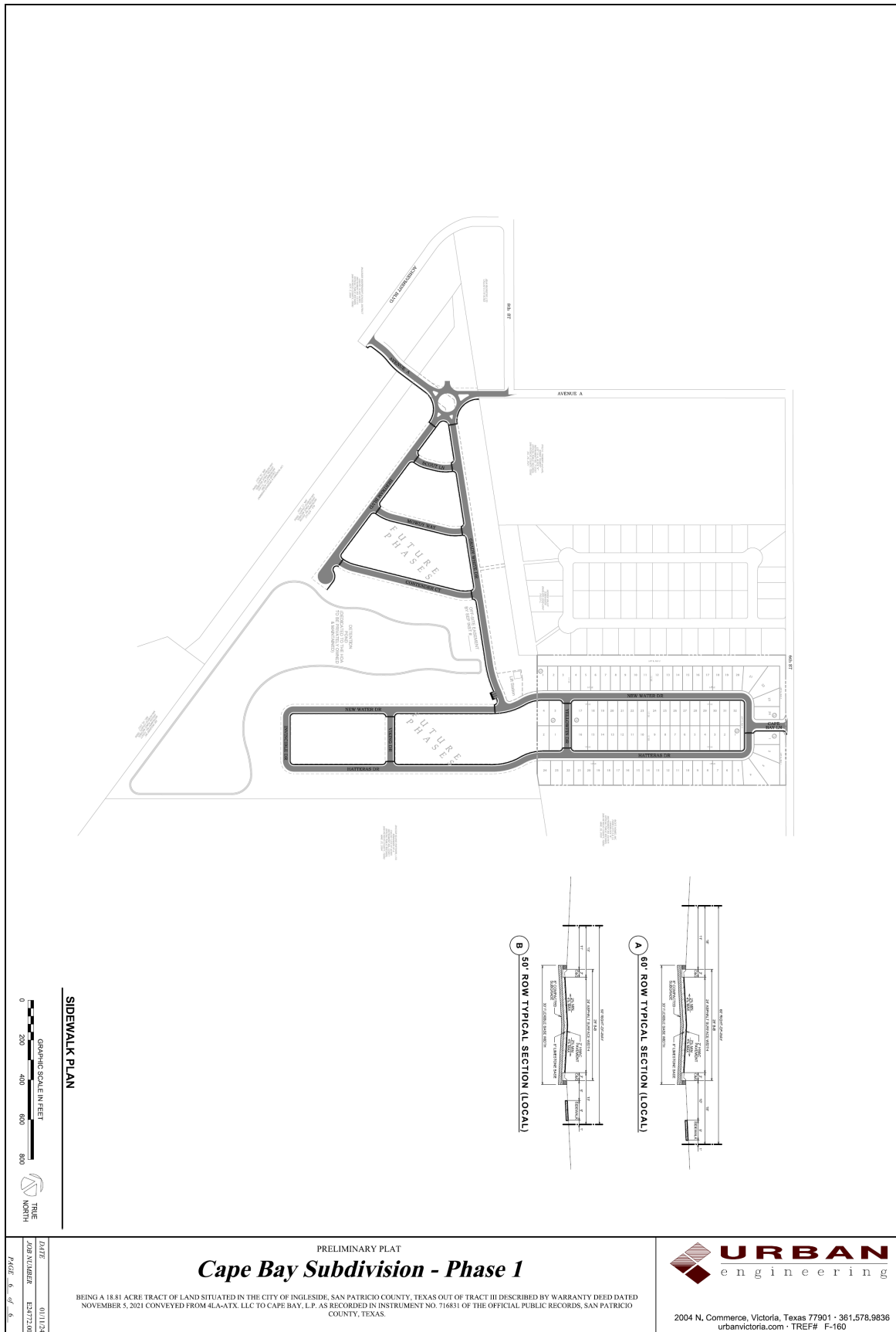


Exhibit "B"

Sidewalk Plan



ORDINANCE NO. 2020-001

AN ORDINANCE CHANGING THE ZONING FOR THE FOLLOWING PROPERTY FROM ITS PRESENT ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL) & M (MULTI-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) WITH THE INCLUSION THAT CONSTRUCTION IS STARTED WITHIN 24 MONTHS OF APPROVAL, OTHERWISE IT REVERTS BACK TO R-1 (SINGLE FAMILY RESIDENTIAL) & M (MULTI-FAMILY RESIDENTIAL). AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING, SEVERANCE AND PUBLICATION:

BEING 85.03 ACRES OF LAND, MORE OR LESS, COMPRISED OF 65.21 ACRES OUT OF THAT CERTAIN 1,225.97 ACRES OF LAND OUT OF THE W.M. MCDONOUGH SURVEY, ABSTRACT 184, THE EDMOND ST. JOHN SURVEY, ABSTRACT 250 AND THE R.S. WILLIAMSON SURVEY, ABSTRACT 282, ALL LOCATED IN SAN PATRICIO COUNTY, TEXAS, AND ALSO LOTS II AND 12, BLOCK K, BURTON AND DANFORTH SUBDIVISION, AS RECORDED IN VOLUME 152, PAGE 1 OF THE DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS

WHEREAS, application was made to rezone the real property hereinafter described; and

WHEREAS, notices have been given and published and public hearings held, all on the question of said rezoning, as required by law; and

WHEREAS, after hearing and consideration of the application, the Commission made its recommendation of approval to the Council; 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, AND STATE OF TEXAS:

Section 1. Zoning Change. The Zoning of the property hereinafter described is hereby changed from R-1 (Single Family Residential) & M (Multi-Family Residential) to RPUD (Residential Planned Unit Development) with the inclusion that construction of infrastructure be started within 24 months of approval, otherwise it reverts back to its original zoning of R-1 (Single Family Residential) & M (Multi-Family Residential):

BEING 85.03 ACRES OF LAND, MORE OR LESS, COMPRISED OF 65.21 ACRES OUT OF THAT CERTAIN 1,225.97 ACRES OF LAND OUT OF THE W.M. MCDONOUGH SURVEY, ABSTRACT 184, THE EDMOND ST. JOHN SURVEY, ABSTRACT 250 AND THE R.S. WILLIAMSON SURVEY, ABSTRACT 282, ALL LOCATED IN SAN PATRICIO COUNTY, TEXAS, AND ALSO LOTS II AND 12, BLOCK K, BURTON AND DANFORTH SUBDIVISION, AS RECORDED IN VOLUME 152, PAGE 1 OF THE DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS

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 8 day of JANUARY, 2020.

CITY OF INGLESIDE, TEXAS

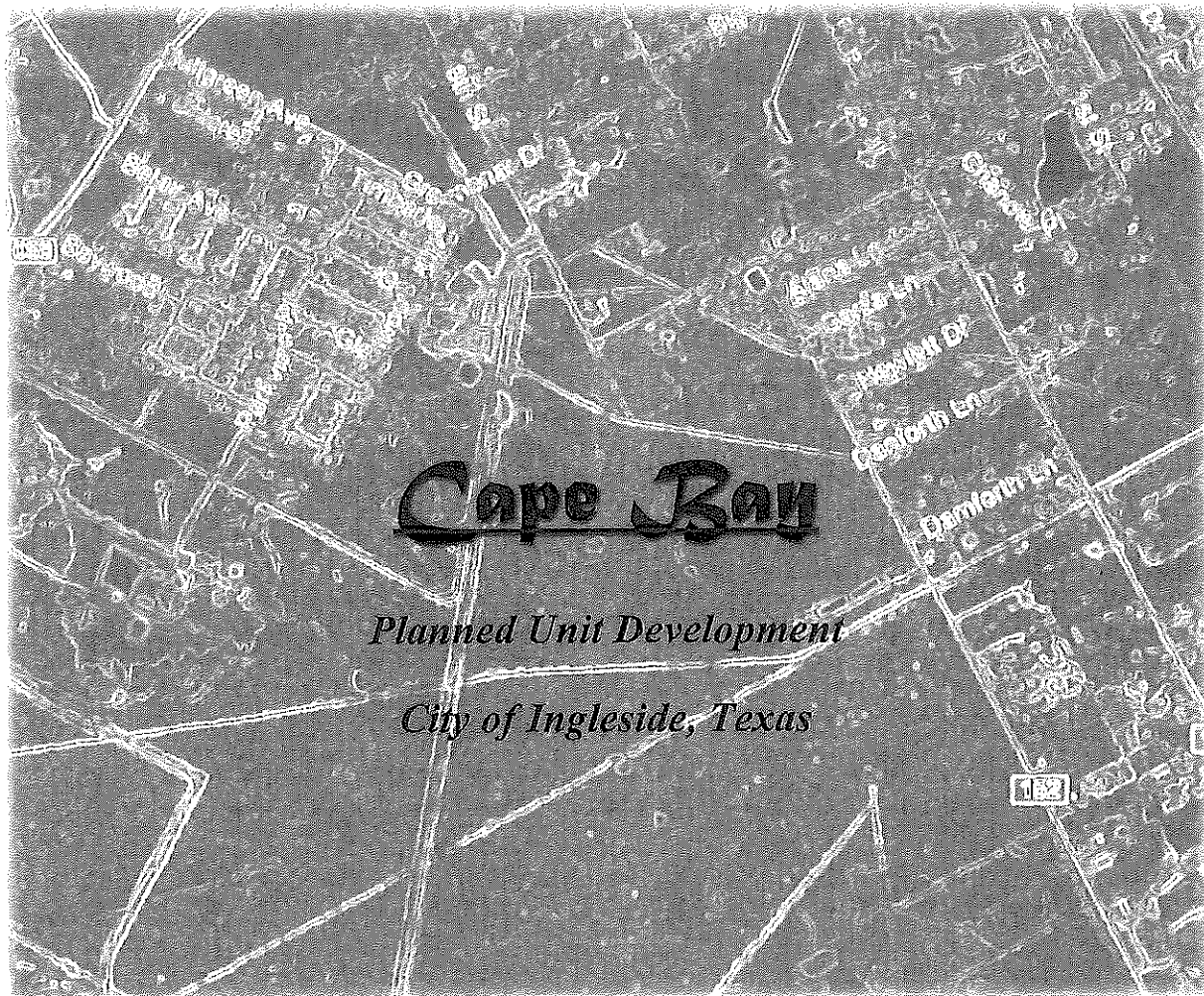
By: 
Ronald Parker, Mayor

ATTEST:


Linnette Barker
Asst. City Secretary

First Reading: 12-11-2019

Second Reading: 1-08-2020



November 12, 2019

A. Purpose of the Planned Unit Development (PUD)

As stated in Chapter 78, Division 14, Section 78-305 of the City of Ingleside's ("City") Code of Ordinances, "It is the intent of this section to provide for greater flexibility in the design of residential buildings, houses, yards, courtyards, streets, and pedestrian and automobile circulation within a development than would otherwise be possible through the application of existing rules and regulations of this chapter and the platting ordinance. It is further the intent of this section to provide for maximum choice in the types of environment and living units available to the public, an integration of open space and recreation areas with residential development, a pattern of development which preserves trees, outstanding natural topography, and geologic features, a creative approach to the use of land and related physical development, an efficient use of land resulting in small networks of utilities and streets and thereby lower housing and maintenance costs, without material, adverse impact on public costs, and an environment of stable character in harmony with surrounding development. The planned unit development concept is created to provide the flexibility necessary to establish a mixed-use development that stands out from other developments."

B. Summary of the Cape Bay Subdivision

The Cape Bay Subdivision is a proposed quality, mixed use community of Single-Family Residential, Multi-Family Residential. The track is approximately 85± acres and located 0.31 mile southeast of the intersection of 6th Street and Avenue A (the "Property"). The property is currently undeveloped open space land and is currently zoned Single-Family Residential District (R-1), according to the City's official zoning map which permits a 6,000 lot.

Surrounding Land Uses and zoning:

North- Residential and open space; zoned R-1

South-Undeveloped open space; zoned M and I

East-Undeveloped open space; zoned R-1

West- Pipeline Easement and drainage canal and Elementary School; zoned R-1

Any area not specifically stated or defined in this PUD shall comply with the City Code of Ordinances.

C. In accordance to the Code of Ordinance Sec. 78-308 PUD requirements

(1) This Planned Unit Development (PUD) will include a mix of Single-Family, and Multi-Family Residential Uses and shall provide the community with attainable housing for current and future residents of Ingleside. With a current median income of \$60,781 the cost of a home in the attainable housing range in Ingleside would be approximately \$180,000- \$265,000 in Ingleside. According to the Urban Land Institute defines "attainable housing" as nonsubsidized, for-sale housing that is affordable to households with incomes between 80 and 120 percent of the area median income (AMI).

(2) Residential Streets- The single-family lots shall consist of 50' right-of-ways with 30' of pavement and minimum sidewalk standards will be exceeded with hiking trails and sidewalks throughout the development.

Collector Street- The collector street shall consist of 60' right-of-ways with of 40' of pavement and minimum sidewalk standards will be exceeded with hiking trails and sidewalks throughout the development.

Residential Parking- A minimum of 2 off street parking spaces for each residential unit will be provided in accordance with Div. 3, Article V, Chapter 78 of the Code of Ordinances. [See Attached Preliminary Concept and Phasing Plan Exhibit] Any on street parking shall comply with Division 2 Sec. 62-64 of the Code of ordinances.

Water and Wastewater Services- shall be provided as required by the City to service the Cape Bay Subdivision.

- (3) Cape Bay shall provide adequate fencing and screening along the main entrance and perimeter of the subdivision. The fencing and screening shall meet the requirements of the Code of Ordinances Division 3, Article XI, Chapter 18.
- (4) A landscape buffer shall be located along the entrance wall and contain a variety of native plants to complement the entry sign and other features. [See Exhibit]
- (5) The Cape Bay Subdivision provides several areas of greenspace along with linear trails that may connect to future developments, creating pedestrian connectivity.
- (6) The Cape Bay Subdivision shall provide an appropriate visible triangle for ingress and egress for accesses to the development.
- (7) The Cape Bay Subdivision shall provide detention systems and drainage systems throughout the subdivision to handle all storm water and surface water run-off.
- (8) The Cape Bay Subdivision shall ensure that the development uses all safety measures as required by city code to protect the neighboring properties during the construction of the development.

D. Conformance with Comprehensive Plan

The Cape Bay Subdivision shall comply with intent of the Ingleside Comprehensive Plan Resolution # 2016-01. The Future Land Use Plan and Future Land Use Map identify the subject property as General Residential. The Comprehensive Plan identifies uses for single family with large yards and smaller single family for starters homes and retirees.

E. Conformance with Criteria for Approval

The Cape Bay Subdivision complies with the criteria set forth in the Compliance Criteria Section of the Code of Ordinances Section 78-309.

F. The Plan in the Context of the Area

The Cape Bay Subdivision is an 85± acre PUD mixed use community consisting of single-family and multi-family residential uses, located in the central sector in the City of Ingleside, San Patricio County, Texas. The surrounding land uses are undeveloped properties, elementary school, pipeline easements and single-family residences.

G. Land Uses

The proposed development program is set forth below and adheres to the intent and purpose of the Future Land Use Plan (FLUP). Based on minimum lot sizes and the provisions of the Agreement, a Planned Unit Development (PUD) designation is necessary and appropriate for the Property.

a. Residential -

- Single-Family Residential 1 (SF1): 7,800 square foot lot with a minimum 60-foot wide lot. [60x130]



- Single-Family Residential 2 (SF2): 4,950 square foot lot with a minimum 45-foot wide lot. [45x110]



b. Mixed Multi-Family (MMF) –

- Apartment- a maximum density of twenty-six (26) units per acre.



- Duplexes- a maximum density of eight (8) units per acre.



- Townhouses- a maximum density of twenty (20) units per acre.



- c. Park Land, Public and Private- As shown on the MDP and PUD exhibits, the Owner shall dedicate a portion of the Property to be either open space, public parkland, or private parkland, at the Owner's discretion. The Cape Bay Subdivision shall provide linear hike and bike trails throughout and the development as well as several acres of park land dedication. There is approximately 12+ acres of park and opens space that will be utilized as linear hike and bike trails and developed public park land that will satisfy the park land dedication and development requirements according to Chapter 54, Article IV, Division 4, Section 54-151 Parks.



H. Vehicular Circulation Plan

Area traffic is an important consideration in the development of the Property. As reflected on the preliminary plan, see attached plan. Cape Bay Subdivision will have access points on Achievement Blvd., Avenue A, and 8th Street. All streets within the property will be designed in accordance with the Code of Ordinances to provide for adequate flow into, out of and through the development.

- a. Required Improvements - Traffic Impact Analysis will be conducted to determine any

potential off-site improvements that may be required. All streets will meet the requirements of Chapter 54, Division 4, Article IV, Section 54-146 of the Code of Ordinances.

I. Development Standards

The development standards set forth will identify the density and dimensions of the permitted lot sizes within each district.

- a. Single-Family Density-Approximately 72± acres will be designated single-family residential.

Lot Area, Lot Width, Lot Depth, Setbacks, Building Heights, Impervious Cover

Lot Size and Dimensions				Yard Setbacks					Misc. Requirements	
Lot Type	Area SF (min.)	Width Ft. (min.)	Depth Ft. (min.)	Front Ft. (min)	Side Ft.	Side (Corner Lot) Ft.	Rear Ft.	Minimum Off-Street Parking	Maximum Height Ft.	Maximum Imperv. Cover
SF1	6,600	60	130	20	5-10 ³	15	20	2	50	65%
SF2	5,400	45	110	20	5	10	20	2	35	75%

¹Cul-de-Sac lots may be less than minimum lot depth but shall not be less than the required minimum lot square footage.

²Lots located on a cul-de-sac shall be measured at the building setback line.

³The side yard setback shall have a 10-foot setback on one side and the adjoining lot shall have a 5-foot setback to maintain a 15-foot separation between houses.

- b. Mixed Multi-Family Density- Will consist of approximately 26 units per acre.

Lot Area, Lot Width, Lot Depth, Setbacks, Building Heights, Impervious Cover

Lot Size and Dimensions				Yard Setbacks				Misc. Requirements	
Lot Type	Area SF (min.)	Width Ft. (min.)	Depth Ft. (min.)	Front Ft. (min)	Side Ft.	Rear Ft.	Minimum Parking	Maximum Height Ft.	Max Imperv. Cover
APT	10,000	100	100	25	10	10	2/unit	60	70%
DUP	7,000	50	100	20	10	10	2/unit	35	75%
TH	5,500	50	110	20	5	10	2/unit	40	60%

J. Preliminary Concept and Phasing Plan

A Preliminary Plan has been submitted for this Property and project. Additional plans, including a

General Parks Plan, Conceptual Plan, landscaping exhibits, and/or architectural plans shall be provided as attachment to this PUD as required and shall be submitted prior to final plat of each phase of the subdivision.

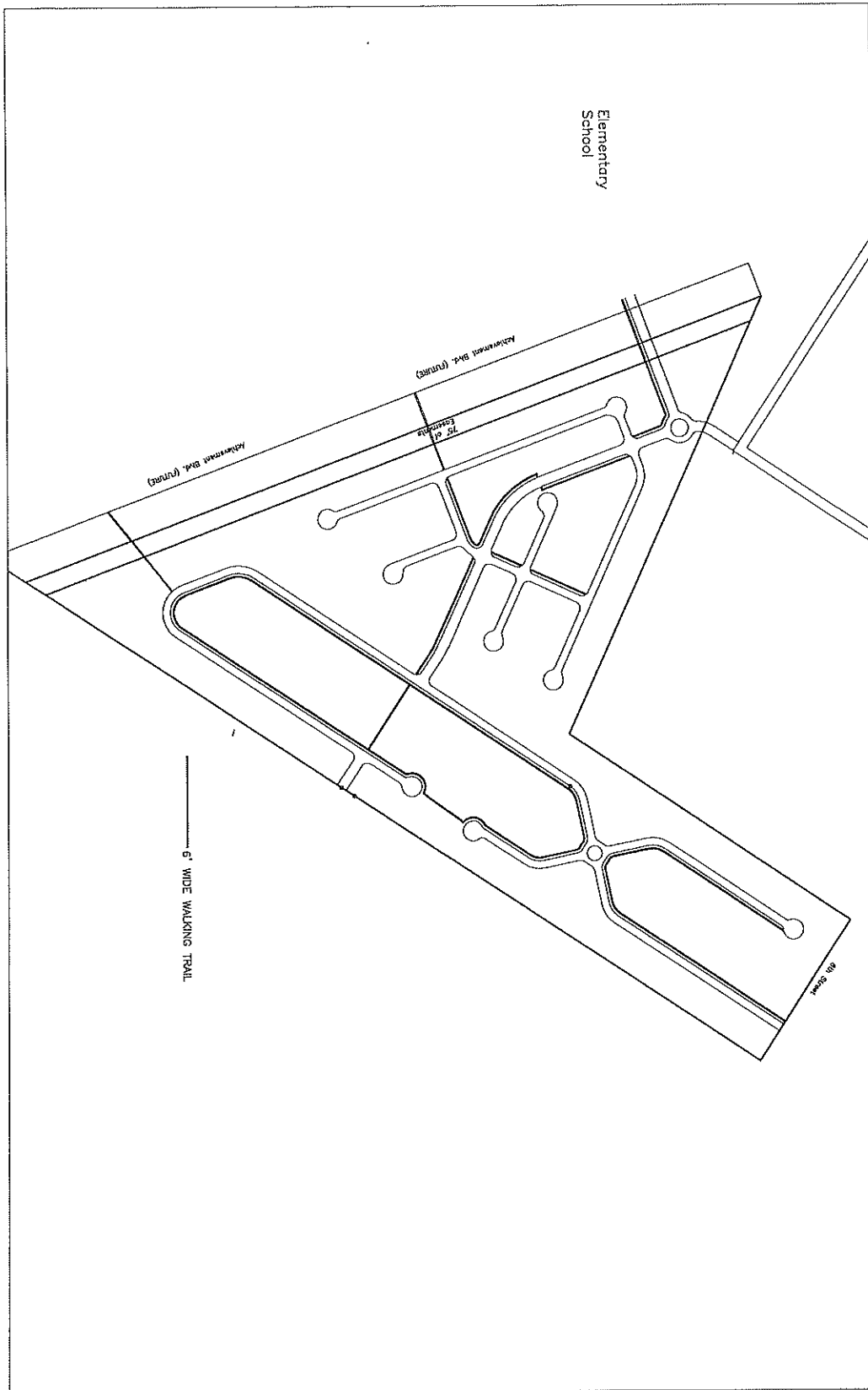
K. Changes in the Planned Unit Development (PUD)

The intent of the Cape Bay Subdivision is to develop in accordance with the approved Development Plan, the Agreement, and the recorded final plats. The City Manager or his/her designee may permit the applicant to make minor amendments to the Conceptual Plan without the necessity of amending the ordinance that established the PUD. If the proposed amendments change and/or impact the nature or purposes of the approved PUD, whether individually or cumulatively, the City Manager may deny the request for approval of the modifications and provide the applicant with the opportunity to revise the proposed amendments to bring them into compliance with the PUD. Minor amendments shall only be as follows:

1. Corrections in spelling, distances and other labeling that do not affect the overall development concept;
2. Changes in building position or layout that are less than ten feet or ten percent (10%) of the total building project or area;
3. Changes in proposed property lines provided that the original total project acreage is not exceeded, and the area of any base zoning district is not changed by more than five percent (5%); and
4. Changes in parking layouts if the number of required spaces and general original design are maintained;

ATTACHMENTS:

- A- Preliminary Concept Plan and Phasing
- B- Preliminary Use Plan
- C- Preliminary Walking Trail Plan
- D- Fencing Plan
- E- Landscape and Park Plan
- F- Entry Monumentation



SHEET EXHIBIT C OF 0		CAPE BAY SUBDIVISION PRELIMINARY WALKING TRAIL PLAN CITY OF INGLESIDE, TEXAS		 DON MCCRARY & ASSOCIATES, INC. ENGINEERS & SURVEYORS 325 BREEZESPOT SAN ANGELO, TEXAS 76903-2602 (214) 349-2651				DATE: _____ BY: _____	
-----------------------------------	--	---	--	--	--	---	--	--------------------------	--



Each residential lot shall have a 6' wood fence on the rear and each side of the property boundary.



Exhibit D- Residential lot fencing

A 12 acres of parkland developed for the young and young at heart.



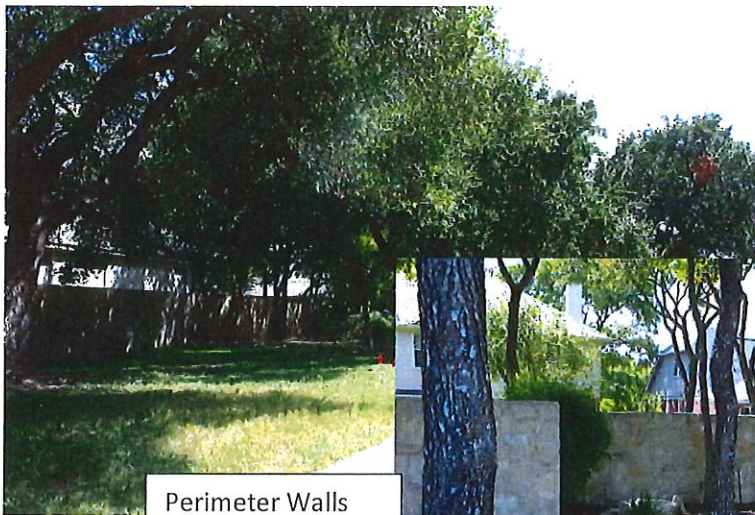
Also proposed, are several linear feet of hike and bike trails that connect to the many pocket parks scattered through the subdivision.



Exhibit E- Parks and Landscape Plan



Signage for primary and secondary Entrance



Perimeter Walls and Landscape



Exhibit F- Entry perimeter wall, landscape and entry signs

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 10

Deliberate and take appropriate action on the Regular Meeting Minutes of July 23, 2024 and Special City Council Meeting & Budget Workshop Minutes.

SUBMITTED BY: Ruby Beaven, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying minutes:

Regular Meeting Minutes of July 23, 2024
Special City Council Meeting & Budget Workshop Minutes

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council to approve the minutes, as presented.

ATTACHMENTS:

1. 2024, 07-23 Regular Meeting Minutes_DRAFT
2. 2024, 08-03 Special Meeting & Budget Workshop Minutes_DRAFT V2

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
JULY 23, 2024**

Opening Agenda

1. Call regular meeting to order.

The Regular Council Meeting of the City of Ingleside was called to order by Mayor Pro-Tem Long at 6:30 p.m. on July 23, 2024, at City Hall 2671 San Angelo Ave., Ingleside, TX and live video streaming.

2. Roll Call.

With Council Members present a quorum was established.

Council Members Present: Steve Diehl, Stewart Wilson, David Pruitt, John Salinas, Mayor Pro-Tem Tracy Long, and Julio Salinas. Mayor Adame arrived at 7:13 p.m.

3. Invocation.

Council Member Pruitt led the invocation.

4. Pledge of Allegiance.

Mayor Pro-Tem Long led the Pledge of Allegiance to the U.S. flag.

5. Citizen Comments and Reports.

Chuck Sullivan, 2627 Hwy 361, addressed the Council about violation of rights, and the water possibly being shut off at his business due to a \$65 late fee.

Patrick Nye, 1018 Bayshore Dr., Ingleside on the Bay, addressed the Council about YaREN facts, footprint of ammonia plant, water rights permit, 66 tons of ammonia, and the logo reflecting a Viking symbol.

Sarah Crumbley, 2480 Henrietta Place, addressed the Council about Enridge and keeping the children safe.

Ken Willis, 316 Inglewood, Ingleside on the Bay, addressed the Council about the devastation that the City has seen since the Naval Base left.

Charles Boone, 468 Sunset, Ingleside on the Bay, addressed the Council about the handout he presented to Council in regards to Item 22 on the Agenda, marketing materials, the TCEQ application not for an Air Monitor, and the Objectionable Use Permit.

Cyndi Valdes, 809 Bayshore Dr., Ingleside on the Bay, addressed the Council about blue ammonia not being clean but a methane gas, the YaREN project close to the Primary School, and particulate matter.

Barbara Gregg, 2809 Main St., addressed the Council about Ingleside Night at the Corpus Christi Hooks game on August 8th, with Mr. Hon from Ingleside ISD performing the National Anthem, and Mayor Adame throwing the First Pitch.

Courtney Shane, 2181 Capeheart St., addressed the Council about citizens expressing concern about YaREN, biodiversity, sustainability and tax carbon.

Ann Nyberg, 320 Inglewood, Ingleside on the Bay, addressed the Council about YaREN adding a DeSal Plant in the area, and the worry of the fishing potential in the area.

Mayor Pro-Tem requested that Agenda Items 7, 8, and 22 be discussed before Agenda Item 6.

Presentations

7. A Memorial Tribute to Ingleside Volunteer Fire Department Firefighter Abel Aguirre.

Mayor Pro-Tem Long presented a Memorial Tribute to Abel Aguirre's wife and child.

8. Presentation by Ingleside Garden Club.

Michael Morgan, with the Ingleside Garden Club, presented Barbara Gregg with a trophy for their generous donation to the "Throw Dirt On Us" event.

Mayor Adame joined the meeting at 7:13 p.m.

22. Deliberate and take appropriate action on an update on Project YaREN.

Discussion was held between Council Members and City Manager Lewis about the Transparency page on the City website, the Certificate of Occupancy, public outreach, the Council representing the community, would like to have public input on the City website in the Transparency page, citizens showing up to Council Meetings to voice their concerns can do the same at the upcoming TCEQ meeting, and being transparent with the community.

No Action Taken.

6. Staff Comments and Reports.

a. Council Comments and Reports.

No discussion was held on this item.

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

Discussion was held between Council Members and City Manager Lewis about the current events and any updates, and if the Renaissance Faire could be considered as a HOT Fund Event.

c. City of Ingleside expenditures paid over \$3,000.00 for the period of June 2024.

No discussion was held on this item.

d. City of Ingleside monthly financial report as of June 2024.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Vela about the current balance of HOT Funds, proceeding with the HOT Funds being a part of the budget process, and \$1.3 million being available at the beginning of the Fiscal Year.

e. Pool Shade Structures Installation.

Discussion was held between Council Members and City Manager Lewis about adding pool shade structures, about receiving a quote from Playground, Etc., for roughly \$18,000 for installation, already owning the shades, and the footings of the structures being in the grass with the shades going over the concrete.

f. School Zones, Traffic Patterns, Crosswalks, etc.

Discussion was held between Council Members and City Manager Lewis about the school year fixing to start, the Chief of Police and Director of Infrastructure Services finding four (4) zones for remarking, and the City and Ingleside ISD working together for the safety of the children.

g. Sports Organizations input.

Discussion was held between Council Members and City Manager Lewis about the sports fields concerns, the four (4) organizations being reached out to, and the communications between the City and the organizations.

h. Report on request of Council for the Ingleside Development Corporation to consider broadcasting meetings via city live-streaming.

City Manager Lewis addressed the Council about the Ingleside Development Corporation receiving the request of broadcasting their meetings via city live-streaming, and it being placed on a future agenda.

i. Report on Retail Recruitment.

Discussion was held between Council Members, City Manager Lewis and Director of Economic Development Carr about retail recruitment to the City, zoning, the commercial buffer zone, Ingleside being land-locked, traffic count being done by businesses, retailers not wanting to be first, needing to be realistic,

the negative perception that the City gives, impact fees, and the difficulty of working with the City.

Consent Agenda

Agenda Item 14 was pulled from the Consent Agenda and moved in to the Regular Agenda for separate discussion.

Mayor Pro-Tem Long stepped away from the dais.

- 9. Deliberate and take appropriate action on second and final reading of an Ordinance amending the Fiscal & Budgetary Policy for the City of Ingleside, Texas.**

Proposed Ordinance 2024-15.

- 10. Deliberate and take appropriate action on second and final reading of an Ordinance to amend the Procurement Policy and Procedures for the City of Ingleside.**

Proposed Ordinance 2024-16.

- 11. Deliberate and take appropriate action on the Regular Meeting Minutes of July 09, 2024.**

- 12. Deliberate and take appropriate action on Order No. 2024-05 on the renewal of the Mayoral Declaration of Local Disaster Order Proclaimed by Mayor Adame in accordance with the Teas Government Code §418.108, as amended for the period July 24, 2024 through August 13, 2024.**

- 13. Deliberate and take appropriate action on changing the October 8, 2024 City Council Meeting to October 7, 2024.**

Motion: Council Member Diehl made a motion to approve the Consent Agenda excluding Item 14 which was removed from the Consent Agenda for separate discussion. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

For Motion:	Council Member Diehl, Council Member Wilson, Council Member Pruitt, Council Member John Salinas, Council Member Julio Salinas, and Mayor Adame.
Against Motion:	None
Abstained:	None
Absent:	Mayor Pro-Tem Long.

Mayor Pro-Tem Long returned to the dais.

Public Hearing

No Public Hearing presented for this meeting.

Regular Agenda

14. Deliberate and take appropriate action to authorize the Mayor to sign an Agreement to Terminate Financial Assistance Award for Convenience for EDA Grant No. 08-79-05254.

Discussion was held between Council Members and City Manager Lewis about the EDA Agreement, not being able to get the grant money, State Highway 200 project still there, and if the agreement is not terminated it would hurt the City in trying to obtain grant money from the EDA again.

Motion: Council Member Julio Salinas made a motion to authorize the Mayor to sign an Agreement to Terminate Financial Assistance Award for Convenience for EDA Grant No. 08-79-05254. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

15. Discuss and take appropriate action on the acceptance of the City of Ingleside Annual Financial Report for the Year Ended September 30, 2023.

Discussion was held between Council Members and City Manager Lewis about tabling the Financial Report acceptance to the August 3, 2024 Special Meeting, the proposed budget and financial report be posted on the website for citizens to see, and that all Council questions be provided to staff.

Motion: Council Member Diehl motioned to TABLE, to the Special Meeting being held on August 3, 2024, the acceptance of the City of Ingleside Annual Financial Report for the Year Ended September 30, 2024. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

16. Deliberate and take appropriate action the first and only reading of an Ordinance amending the fiscal year 2023-2024 budget for the City of Ingleside, Texas, for the General Fund, the General Fund Capital Improvement Fund and the General Fund Vehicle/Equipment Fund, for various department operating and capital budget adjustments.

Proposed Ordinance 2024-17.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Vela about the clarification of the budget adjustments, the budget amendment needing to take place at the six (6) month mark of the Fiscal Year, a lot of changes that were needed to operate efficiently, and the amendment not related to the audit.

Motion: Council Member Pruitt made a motion to adopt Ordinance 2024-17, an Ordinance amending the fiscal year 2023-2024 budget for the City of Ingleside, Texas, for the General Fund, the General Fund Capital Improvement Fund and the General Fund Vehicle/Equipment Fund, for various department operating and capital budget adjustments. Council Member John Salinas seconded the motion. Motion carried 5:2.

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

Against Motion: Council Member Wilson and Mayor Adame.

17. Deliberate and take appropriate action on first reading of an Ordinance conditionally approving amendments to the Cape Bay Planned Unit Development Agreement adopted in Ordinance No. 2020-01 and further providing for effective date, reading, severance, and publication.

Discussion was held between Council Members, City Manager Lewis, and City Attorney McCann about the Attorney drafting the Ordinance, authorizing the City Manager to negotiate, and taking out the Traffic Impact Analysis on the presented Ordinance.

Discussion on amending Section 1. Amendment of the proposed Ordinance to strike the following:

Cooperate in the development and construction of approximately one hundred and thirty-five (135) foot extension of Avenue A from Eighth Street to the Cape Bay PUD prior to or in conjunction with the Cape Bay Subdivision. The city manager is hereby designated to negotiate an agreement with the Owner, or Owner's designee, to develop and construct an extension of Avenue A from Eighth Street to the Cape Bay PUD to include but not limited to cost sharing ~~and whether or not to proceed with a traffic impact analysis~~. Such agreement to be considered by the city council prior to the initiation of Phase II.

Motion: Mayor Adame made the motion to approve the first reading of an Ordinance conditionally approving amendments to the Cape Bay Planned Unit Development Agreement adopted in Ordinance No. 2020-01 with an amendment to strike out the traffic impact analysis section. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

Mayor Adame stepped away from the dais.

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

Proposed Resolution 2024-32.

Discussion was held between Council Members and City Manager Lewis about the recommendation of Council Member Pruitt to the Ingleside Development Corporation (4-B) Board of Directors.

Motion: Council Member Diehl made a motion to adopt Resolution 2024-32, a Resolution of the City Council of Ingleside, San Patricio County, Texas, appointing Council Member Pruitt to the Ingleside Development Corporation (4-B) Board of Directors. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

For Motion:	Council Member Diehl, Council Member Wilson, Council Member Pruitt, Council Member John Salinas, Mayor Pro-Tem Long, and Council Member Julio Salinas.
Against Motion:	None
Abstained:	None
Absent:	Mayor Adame.

Mayor Adame returned to the dais.

19. Deliberate and take appropriate action on a Resolution by the City Council of the City of Ingleside, Texas, authorizing and approving publication of Notice of Intention to issue Certificates of Obligation; Complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and Providing an effective date.

Proposed Resolution 2024-33.

Discussion held between Council Members, City Manager Lewis, and SAMCO Representative Andrew Friedman about \$10 million in Certificate of Obligations, tax rate, the Certificates of Obligations being the back end before budget approvals in September, net capacity of \$65 million, having a rolling effect, this being the first legal step before September 24th, interest rates dropping, \$4,090,000 over twenty (20) years, and needing a plan for the borrowed money.

Motion: Council Member Diehl made a motion to adopt Resolution 2024-33, a Resolution by the City Council of the City of Ingleside, Texas, authorizing and approving publication of Notice of Intention to issue Certificates of Obligation; Complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and Providing an effective date. Council Member John Salinas seconded the motion. Motion carried 6:1.

For Motion:	Council Member Diehl, Council Member Wilson, Council Member Pruitt, Council Member John Salinas, Mayor Pro-Tem Long, and Mayor Adame.
Against Motion:	Council Member Julio Salinas.

20. Deliberate and Take Appropriate Action for Council to authorize staff to advertise for Request for Qualifications (RFQ) for the Cove Park Renovations.

Discussion held between Council Members and City Manager Lewis about the recommendation from the Cove Park Advisory Group, the process for the RFQ's and what all the firms get when requesting about the RFQ requirements, allocation of money, needing to be part of the transparency page on the City website, and the need to keep projects rolling especially starting the RFQ process so when one project finishes another project starts.

Motion: Council Member John Salinas made a motion to authorize staff to advertise for Request for Qualifications (RFQ) for the Cove Park Renovations as presented. Council Member Julio Salinas seconded the motion. Motion carried with all present voting in favor.

21. Deliberate and Take Appropriate Action for Council to authorize staff to advertise Request for Qualifications (RFQ) for Public Financial Services.

Discussion was held between Council Members and City Manager Lewis about looking at all Professional Services, investment management, the discussion of audits, and the inclusion of the stock and sweeping items.

Motion: Council Member Julio Salinas made a motion to authorize staff to advertise Request for Qualifications (RFQ) for Public Financial Services as presented. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

Executive Session

23. Closed Session

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

- A. Section 551.087 Deliberation regarding Economic Development Negotiations – Update on ongoing industry and retail negotiations.**
- B. Section 551.071 Consultations with Attorney to seek or receive legal advice regarding pending litigation.**

At 9:31 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 Section 551.087 Economic Development Negotiations – Update on ongoing industry and retail negotiations, Section 551.071 Consultations with Attorney to seek or receive legal advice regarding pending litigation.

24. Open Session

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

- A. Section 551.087 Deliberation regarding Economic Development Negotiations – Update on ongoing industry and retail negotiations.**
- B. Section 551.071 Consultations with Attorney to seek or receive legal advice regarding pending litigation.**

At 10:12 p.m. Mayor Adame reconvened the Ingleside City Council into a 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.

25. Items to consider for placement on future agendas.

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

26. Adjourn Regular Meeting.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 10:13 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

**CITY OF INGLESIDE
SPECIAL CITY COUNCIL MEETING
&
BUDGET WORKSHOP
MINUTES
AUGUST 03, 2024**

Opening Agenda

1. Call regular meeting to order.

The Special City Council Meeting & Budget Workshop of the City of Ingleside was called to order by Mayor Adame at 8:31 a.m. on July 23, 2024, at Ingleside Volunteer Fire Department, 2425 8th St., Ingleside, TX and live video streaming.

2. Roll Call.

With Council Members present a quorum was established.

Council Members Present: Steve Diehl, Stewart Wilson, David Pruitt, John Salinas, Mayor Pro-Tem Tracy Long, Julio Salinas, and Mayor Adame.

3. Invocation.

Council Member Pruitt led the invocation.

4. Pledge of Allegiance.

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

5. Citizen Comments and Reports.

There were no Citizen Comments presented for this meeting.

Mayor Adame requested that the Executive Session be moved before Item 6.

Executive Session

10. Closed Session

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

A. Section 551.071 Consultations with Attorney – Legal options and process concerning complaint

At 8:33 a.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 Section 551.071 Consultations with Attorney – Legal options and process concerning complaint.

11. 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. Section 551.071 Consultations with Attorney – Legal options and process concerning complaint

At 8:53 a.m. Mayor Adame reconvened the Ingleside City Council into a 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.

Special Agenda

6. TABLED ON 7/23/2024 – Discuss and take appropriate action on the acceptance of the City of Ingleside Annual Financial Report for the Year Ended September 30, 2023.

Janet Pitman, abip Audit Partner, presented the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended September 30, 2023. The presentation encompassed the Independent Auditor's Report (ACFR page 1-3), Management Discussion and Analysis (ACFR page 5-13), Government-Wide and Fund Financial Statements (ACFR page 8-9, 20-21, 28, 66-68, 28) Notes to the Financial Statements, Required Supplementary Information, Statistical Tables, and Compliance Section (ACFR page 121-138).

Discussion was held between Council Members, City Manager Lewis and abip Audit Partner Janet Pitman about the Annual Comprehensive Financial Report. The audit being the biggest document that the Council receives; discrepancies found, \$11.4M for the unencumbered balance; investment funds overstated and the vendor being aware of this; previous auditors called; ending balances needing to be adjusted; reconciling balances; adjustment of grants; large adjustment of financial statements; capital investments needing adjustments; the audit document setting the tone for the upcoming budget year; adjustment to construction, \$19M large adjustment for the Water Development Board journal entry; invoices being submitted for reimbursement; recording as escrow then debt; prepaid insurance; liabilities account; and auditors going back ten years on property taxes.

Discussion continued with Janet Pitman as she discussed the Schedule of Findings on pages 130 – 136 of Annual Financial Report for Year Ended September 30, 2023.

Overall – Material Weakness

The City had an ineffective reconciliation process during the fiscal year and ineffective fiscal year-end close procedures which resulted in a significant number of misstatements to the general ledger accounts. This in addition to insufficient oversight, resulted in numerous audit adjustment entries to correct the material misstatements identified through audit procedures. The utility fund balance roll-forward was out of balance at the beginning of the year and prior period adjustments were required.

Grant Revenue and Receivables - Material Weakness

The City did not properly record, and match revenue related to reimbursable expenses for federal and state grants during the fiscal year. Grants receivable and accounts payable in the grant fund were understated.

Capital Asset Additions and Disposals - Material Weakness

The City does not maintain an up-to-date and accurate schedule of capital assets and accumulated depreciation. The City did not identify and record all capital asset additions and disposals to the capital asset schedule during the fiscal year.

Construction Retainage Payable – Material Weakness

The City did not properly reconcile construction retainage payable at year-end. The retainage payable and the associated expense accounts were misstated.

Unrecorded Debt – Material Weakness

The City issued new debt in August 2023 and the long-term debt, loan origination fees, related bond fund and interest earned were not recorded in the financials.

Prepaid Expenses – Material Weakness

The City understated their prepaid insurance and associated expenses at September 30, 2023.

GASB 87 and GASB 96 – Material Weakness

The City has not maintained an up-to-date, complete and accurate list of leases and SBITAs with current contracts terms.

Liability Accounts – Significant Deficiency

The City is currently using liability accounts to track fees and reimbursements received and held for future spending rather than recording the revenue. This resulted in an understatement in general fund revenue.

Property Tax Revenue Allocation – Significant Deficiency

The City's tax revenue was not allocated properly between the general fund and the debt fund for the proportionate share of those amounts.

Quarterly Court Fines – Significant Deficiency

During our initial testing, we noted that the City posted quarterly state court fine expenses to the court fine revenue account balance rather than as an expense. The amount was reclassified by the client on the revised trial balance.

Utility Receivables – Significant Deficiency

The City had utility bill dates in October 2023 that were for September 2023 service dates. These amounts should be recorded as receivables at year-end.

Schedule of Expenditures of Federal Awards (SEFA) – Material Weakness

The Director of Finance, who is responsible for preparing the SEFA, did not prepare and provide a SEFA for audit for FY23. During our audit, we were able to assist the Director of Finance in producing the SEFA after numerous journal entries to the grant fund.

Federal Audit Clearinghouse Submission – Significant Deficiency

As a result of the delayed preparation of the SEFA, the City did not submit a Single Audit reporting package to the FAC by the federally required deadline. Non-compliance with the reporting requirements is a violation of federal grants terms and conditions. The City's continued failure to meet this filing requirement could affect future federal funding.

Federal Reporting Compliance - American Rescue Plan (ARP) – Significant Deficiency
Per review of the SEFA and support documentation for the ARP grant funds expended during the reporting period of April 1, 2022 to March 31, 2023, ABIP noted expenses incurred in that period were not included on the required Project and Expenditure Report.

Federal Reporting – Community Development Block Grant (CDBG) – Significant Deficiency

The City was unable to provide documentation that the Section 3 performance report was submitted to HUD as required.

Federal Special Tests and Provisions – CDBG Wage Rate Requirements – Significant Deficiency

The City was unable to provide documentation that a provision for compliance with DOL Wage Rate Requirements was included in the CDBG construction contract. This includes a requirement for the contractor or subcontractor to submit to the nonfederal entity weekly, for each week in which any contract work is performed, a copy of the payroll and a statement of compliance (certified payrolls). The City was unable to provide documentation that certified payrolls were submitted as required.

Grant Agreement Compliance – CDBG Reporting – Significant Deficiency

The City submitted an ACF on December 15, 2023 and a revised ACF on May 15, 2024. Both certifications contained errors that were corrected with audit adjustments. In addition, the City is required to submit monthly activity reports to the GLO. The City was not able to provide documentation that all 12 reports were submitted as required. In addition, because of the audit adjustments, some of the monthly reports if submitted would have been incorrect.

Grant Agreement Compliance – CDBG Environmental Review – Significant Deficiency

The City was unable to provide documentation that the required environmental review was completed and certified.

Motion: Mayor Pro-Tem Long made a motion on the acceptance of the City of Ingleside Annual Financial Report for the Year Ended September 30, 2023. Council Member Diehl seconded the motion. Motion carried with all present voting in favor.

7. Discuss and take appropriate action to purchase Lexipol Services to provide the Ingleside Police Department with an agency policy manual, policy updates, policy archival., Standard Operating Procedures (SOP) and help with accreditation for an initial cost of \$51,446.00.

Discussion was held between Council Members, City Manager Lewis, and Chief of Police Molina about Lexipol Services bringing professionalism to the department, state laws changing therefore policies and procedures are outdated, accreditation being good for four years, will take four months to complete after contract signing, the services being

specifically designed for our city, old policies and procedures will be archived in the system, and Lexipol Services being good for the City in case of a lawsuit.

Motion: Council Member Diehl made a motion to approve the purchase, not to exceed \$45,000.00, of Lexipol Services to provide the Ingleside Police Department with an agency policy manual, policy updates, policy archival., Standard Operating Procedures (SOP) and help with accreditation. Council Member Wilson seconded the motion. Motion carried with all present voting in favor.

8. Deliberate and take appropriate action the first and only reading of an Ordinance amending the fiscal year 2023-2024 budget for the City of Ingleside, Texas, for the City Council and Police Department operating budgets.

Proposed Ordinance 2024-18.

Discussion was held between Council Members and City Manager Lewis about making the amendments to the proposed ordinance to reflect \$45,000.00.

Motion: Council Member Diehl made a motion to adopt Ordinance 2024-18, with the amendments discussed, of an Ordinance amending the fiscal year 2023-2024 budget for the City of Ingleside, Texas, for the City Council and Police Department operating budgets. Council Member Wilson seconded the motion. Motion carried with all present voting in favor.

9. Deliberate and take appropriate action to accept the 2024 total appraised, assessed, and taxable values of all and new property in the City of Ingleside as certified by the San Patricio County Appraisal District.

Discussion was held between Council Members and City Manager Lewis about not receiving the amendments to the appraisals and requesting to table the item.

Motion: Council Member Diehl made a motion to TABLE the action to accept the 2024 total appraised, assessed, and taxable values of all and new property in the City of Ingleside as certified by the San Patricio County Appraisal District. Council Member Wilson seconded the motion. Motion carried with all present voting in favor.

Mayor Adame convened into recess for a short break.

Mayor Adame reconvened the meeting back to order.

Mayor Adame requested to withdraw Items 13, 14, 15, 16, 17, and 18 from the Agenda. There were no objections by Council, and Mayor Adame stated that the items were withdrawn.

Budget Workshop Agenda

12. Strategic planning discussion on Council ideas for the future.

Discussion was held between Council Members and City Manager Lewis having a good budget at the beginning of the Fiscal Year; having a balance sheet; tasking the City Manager to execute the approved budget and the Council monitoring the budget; staff should split up the pay and adjusted cost of living plus performance; the fund balance as

nothing more than the operating liquid balance; unincumbered cash, leverage four years and have a structured repayment plan; infrastructure; lift stations; what do the Council and staff want Ingleside to look like in five years; downtown businesses to look better; and the wants vs. the needs of the departments. The discussion continued with the top three items needing to be completed: infrastructure, parks, and facilities; the quality of life for the community; and wanting to see a list of active projects and completed projects.

13. Infrastructure Services Budget Presentation.

Item 13 was withdrawn from the Agenda.

14. Police Department and Animal Control Budget Presentation.

Item 14 was withdrawn from the Agenda.

15. Information Technology Budget Presentation.

Item 15 was withdrawn from the Agenda.

16. Library Budget Presentation.

Item 16 was withdrawn from the Agenda.

17. Ingleside Volunteer Fire Department Budget Presentation.

Item 17 was withdrawn from the Agenda.

18. Hear and deliberate on presentation of proposed Fiscal Year 2024-2025 Budget.

Item 18 was withdrawn from the Agenda.

19. Items to consider for placement on future agendas.

Council Member Diehl requested for a 45-day follow-up on grant status report; Report to Council of action taken to correct deficiencies identified in financial report; All Departments will present budget presentation at next Workshop on 08/10/2024.

20. Adjourn Regular Meeting.

Mayor Adame adjourned the Special City Council Meeting & Budget Workshop Meeting of the City of Ingleside at 11:47 a.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

DRAFT

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 11

Public Hearing concerning an application filed by SCC Ingleside Partners LLC, requesting a rezoning for the following property: Property ID#115827 LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR.

SUBMITTED BY: Pamela Hawkins, Administrative Assistant

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

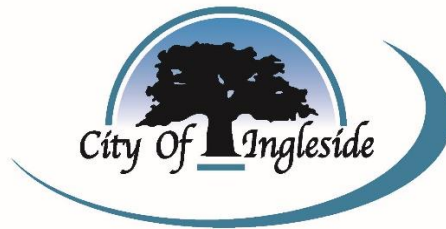
FISCAL ANALYSIS:

RECOMMENDATION:

Public Hearing.

ATTACHMENTS:

1. SCC Ingleside Rezoning Application



NOTICE OF PUBLIC HEARING

In accordance with the provisions of the City of Ingleside Code of Ordinances and the laws of the State of Texas, all interested parties are hereby notified that the Planning and Zoning Commission will hold public hearings at Humble Station Community Center, 2821 Main Street, Ingleside, Texas and The City Council will hold public hearings at City Hall, 2671 San Angelo Street, Ingleside, Texas.

The purpose of these hearings is to give all interested parties and citizens an opportunity to be heard concerning:

- An application filed by The Port of Texas LP, requesting a rezoning for the following property: Property ID#s 115773, 67221, 78729, & 65108, an approximately 288.13 acre tract comprising of 45.67 ACS OUT OF A-262 ROSA TEAL SURVEY, ABST 262 ROSA TEAL 36.198 ACRES, 44.08 ACS OUT OF A-262 ROSA TEAL SURVEY, and ABST 184 WM MCDONOUGH LAND OWNED NOT IN USE 162.182 ACRES.
 - Planning and Zoning Commission on Monday, August 5, 2024
 - City Council on Tuesday, August 27, 2024
- An application filed by SCC Ingleside Partners LLC, requesting a rezoning for the following property: Property ID#115827 LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR.
 - Planning and Zoning Commission on Monday, August 5, 2024
 - City Council on Tuesday, August 13, 2024
- An application filed by The Port of Texas LP, requesting a special permit for intensive use for the following property: Property ID#s 115773, 67221, 78729, & 65108, an approximately 288.13 acre tract comprising of 45.67 ACS OUT OF A-262 ROSA TEAL SURVEY, ABST 262 ROSA TEAL 36.198 ACRES, 44.08 ACS OUT OF A-262 ROSA TEAL SURVEY, and ABST 184 WM MCDONOUGH LAND OWNED NOT IN USE 162.182 ACRES.
 - Planning and Zoning Commission on Monday, August 5, 2024
 - City Council on Tuesday, September 10, 2024

Information regarding the application is on file at the Development Services Department and is available for your inspection any time during normal office hours. If you have any questions, please contact our office at (361) 776-3815.

Published one time in the Ingleside Index on July 18, 2024



PO Drawer 400 • 2665 San Angelo • Ingleside, TX 78362
Phone: 361-776-3815 - building@inglesidetx.gov

REQUEST FOR ZONING CHANGE

Date Filed: 7/9/2024

Receipt #: 878106

Applicant Name: SCC Ingelside Partners, LLC

Address: 556 8th Avenue, Fort Worth, TX 76104

Phone No.: 817-900-2100

Email Address: tdavenport@sccdevelopment.net & sdeskins@sccdevelopment.net

Applicant Status: (check one) Individual () Trust () Partnership () Corporation (☒)

Property Owner Name (if different): Juniper Ingelside Land, LLC

Address: 520 Post Oak Blvd, Ste 575, Houston, TX 77027

Phone No.: 713-972-9302

Email Address: jay@juniperinvestmentgroup.com

Legal description of property to be rezoned:

Lot: 2 Blk: _____ Subdivision: Seaside Landing Apts

Lot Size: 138 Ft X 315 Ft Acres: 1 acre

Street Frontage Location: FM 1069

Address of Property: Unassigned on Appraisal District

Present Zoning Classification: MF

Requested Zoning Classification: C-2

8/15 P2
8/13 CC

I CERTIFY THAT THE ABOVE ANSWERS ARE TRUE AND CORRECT. I ALSO UNDERSTAND THAT ATTENDANCE IS MANDATORY, EITHER BY MYSELF OR A REPRESENTATIVE, AT ALL HEARINGS, BOTH PLANNING AND ZONING AND THE CITY COUNCIL, FOR THIS REQUEST TO BE CONSIDERED. I ALSO UNDERSTAND THAT FAILURE TO ATTEND WILL RESULT IN TERMINATION OF PROCESS AND RE-APPLICATION WILL BE REQUIRED.

Planning & Zoning Public Hearing: August 5, 2024 Time: 6:00 p.m.

City Council Public Hearing: August 13, 2024 Time: 6:30 p.m.

2nd Reading @ City Council: August 27, 2024 Time: 6:30 p.m.

Signature of Applicant: Ten 2 cent Date: 6/26/24

Signature of Owner: [Signature] Date: 06/26/2024

Staff Checklist:

Accepted By: [Signature] Date Accepted: 7/9/24 Filing Fee: \$600 Date Paid: 7/9/24

Updated: 10/2021

C:\Users\missy\OneDrive - M\Spire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt 12/12/2023 1:47:00 PM

STARBUCKS SHELL BUILDING

MAIN STREET
INGLESIDE, TX



NOTES TO SBUX TEAM:

- PARAPET RAISED TO 20'-0" AND BOTTOM OF STRUCTURE LOWERED TO 12'-6" AFF TO PROVIDE SCREENING FOR RTUS- CONFIRMING REQUIREMENTS WITH AHJ

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
MSPIRE DESIGN, LLC. IT IS NOT
TO BE USED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

**SCC DEVELOPMENT
COMPANY**
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

GENERAL NOTES

- GENERAL CONTRACTOR SHALL VISIT THE SITE, REVIEW THE BUILDING SHELL DRAWINGS AND BECOME THOROUGHLY FAMILIAR WITH THE SITE CONDITIONS PRIOR TO BIDDING OR CONSTRUCTION.
- GENERAL CONTRACTOR SHALL CONSULT WITH ARCHITECT/ENGINEER TO RESOLVE ANY CHANGES, OMISSIONS, OR PLAN DISCREPANCIES PRIOR TO BIDDING OR CONSTRUCTION.
- ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL, COUNTY, STATE, AND FEDERAL CODES AND ORDINANCES.
- GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES.
- GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS, INCLUDING CLEARANCES REQUIRED BY OTHER TRADES, AND NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK. ALL DIMENSIONS ARE TO THE FACE OF THE FINISHED SURFACE UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE TAKEN FROM DESIGNATED DATUM POINT. DO NOT SCALE DRAWINGS.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS FOR FIRE PROTECTION, PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS PRIOR TO INSTALLATION OF SUCH SYSTEMS.
- GENERAL CONTRACTOR SHALL RETAIN ONE SET OF THE PLANS TO NOTE AND DOCUMENT ALL CHANGES DURING CONSTRUCTION. THIS SET SHALL BE A PART OF THE GENERAL CONTRACTOR'S "STORE CLOSE-OUT PACKAGE".
- FOR THE PURPOSE OF THE DOCUMENTS, TO "INSTALL" SHALL MEAN TO PROVIDE ALL FASTENERS, MISCELLANEOUS HARDWARE, BLOCKING, ELECTRICAL CONNECTIONS, PLUMBING CONNECTIONS, AND OTHER ITEMS REQUIRED FOR A COMPLETE AND OPERATION INSTALLATION, UNLESS OTHERWISE NOTED.
- ALL ITEMS SUBSTITUTIONS MUST BE APPROVED BY THE OWNER.
- MOLD PREVENTION & MITIGATION: ENSURE THAT ANY BUILDING MATERIAL OR ASSEMBLY WITHIN THE BUILDING ENVELOPE IS THOROUGHLY CLEANED AND DRY BEFORE COVERED OR CONCEALED BY CONSTRUCTION. ANY MOLD OR OTHER MOISTURE CONDITION DEVELOPED WITHIN THE SCOPE OF WORK OF THE CONTRACT (DEMOLITION OR NEW CONSTRUCTION SHALL BE CORRECTED AND/OR MITIGATED BY THE CONTRACTOR.
- CONSIDERATION WILL NOT BE GRANTED FOR ANY ALLEGED MISUNDERSTANDING OF THE AMOUNT OF WORK TO BE PERFORMED. TENDER OF PROPOSAL SHALL CONVEY FULL AGREEMENT TO THE ITEMS AND CONDITIONS INDICATED ON THE DRAWINGS. SHOULD THE CONTRACTOR FIND DISCREPANCIES OR OMISSIONS IN THE CONTRACT DOCUMENT OR BE IN DOUBT AS TO THE INTENT THEREOFF, THE CONTRACTOR SHALL OBTAIN CLARIFICATION FORM THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE; PRIOR TO SUBMITTING HIS PROPOSAL

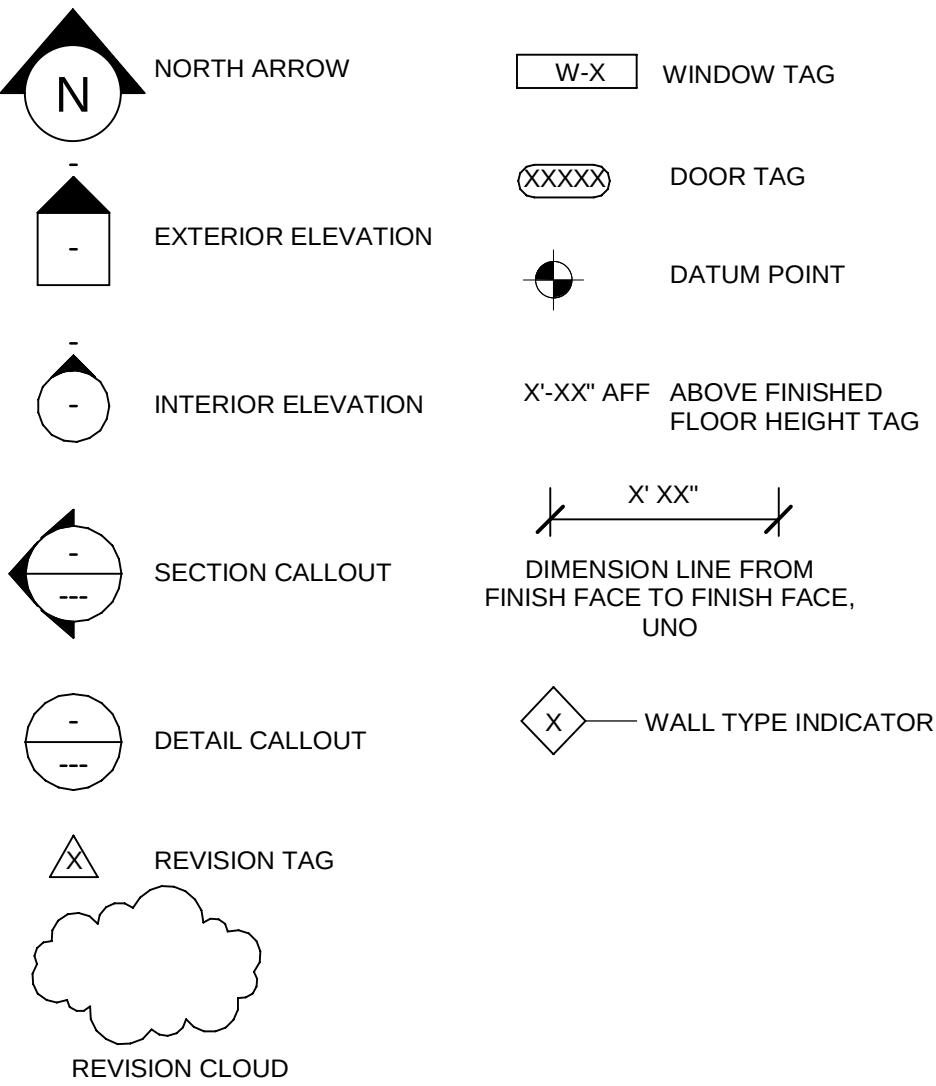
ABBREVIATIONS

ABS	Acrylonitrile Butadiene Styrene	MAX	Maximum
A/C	Air Conditioning	MDF	Medium Density Fiberboard
ACT	Acoustical Ceiling Tile	MECH	Mechanical
ADJ	Adjustable	MEP	*Mechanical, Electrical, and Plumbing
AFF	Above Finished Floor	MERCH	Merchandise Unit
ALUM	Aluminum	MFR	Manufacturer
AMP	Ampere	MIN	Minimum
ARCH	Architect	MTL	Metal
BD	Board	NAT	Natural
BLK	G Blocking	NIC	Not in Contract
BO	Bottom of ...	NIL	Night Light
		NSF	National Sanitation Foundation
		NTS	Not to Scale
		OC	On Center
		OD	Outside Diameter
		OF/CI	Owner Furnished/Contractor Installed
		OF/OI	Owner Furnished/Owner Installed
		OPNG	Opening
		PD	Production Designer
		PERP	Perpendicular
		PLC	Place
		PLEX	Plexiglass
		PLYWD	Plywood
		PM	Project Manager
		POC	Point of Connection
		PT	Paint
		QT	Quarry Tile
		R	Radius
		REF	Reference
		REQ('D)	Require(d)
		REV	Revision
		RND	Round
		SC	Solid Core
		SF	Square Feet
		SHT	Sheet
		SIM	Similar
		SM	Sheet Metal
		SOL	Solid
		SPEC	Specification
		SQ	Square
		SS	Stainless Steel
		STL	Steel
		STRUCT	Structural
		SUSP	Suspended
		SW	Softened Water
		T&G	Tongue & Groove
		TEL	Telephone
		TEMP	Temporary
		TYP	Typical
		TW	Tempered Water
		UC	Under Counter
		UNO	Unless Noted Otherwise
		VCT	Vinyl Composite Tile
		VD	Vendor Direct
		VERT	Vertical
		VIF	Verify in Field
		WD	Wood
		WH	Water Heater
		XFMR	Transformer
FF&E	"Furniture, Fixture, and Equipment"		
FCO	Floor Cleanout		
FIO	Furnished and Installed by Owner		
FIN	Finished		
FIXT	Fixture		
FLEX	Flexible		
FLR	Floor		
FO	Face of ...		
FRP	Fiberglass Reinforced Panel		
FT	Foot/Feet		
G	Ground		
GA	Gauge		
GALV	Galvanized		
GC	General Contractor		
GWB	Gypsum Wall Board		
HC	Hollow Core		
HD	Head		
HDR	Header		
HDW	Hardware		
HDWD	Hardwood		
HM	Hollow Metal		
HORIZ	Horizontal		
HR	Hour		
HT	Height		
HW	Hot Water		
HVAC	"Heating, Ventilating, and Air Conditioning"		
ID	Inside Diameter		
INFO	Information		
INSUL	Insulation		
IW	Indirect Waste		

PROJECT CONTACTS

OWNER:	TODD DAVENPORT SCC DEVELOPMENT COMPANY 556 8TH AVENUE FORT WORTH, TX 76104 (817) 900-2100 PHONE
CIVIL ENGINEER:	
ARCHITECT:	THOMAS A PIRTLE III CONTACT: MELISSA HABA 1308 MEADOWVIEW DRIVE KENNEDEALE, TX 76060 (979) 574-8959 PHONE
STRUCTURAL ENGINEER:	DEVON YORK YORK ENGINEERING SERVICES, PLLC 801 SANDY TRAIL KELLER, TX 76248 (817) 266-2042 PHONE
MEP ENGINEER OF RECORD:	THE DIMENSION GROUP CONTACT: JOSH GUNLOCK 10755 SANDHILL ROAD DALLAS, TX 75238 (214) 343-9400 PHONE

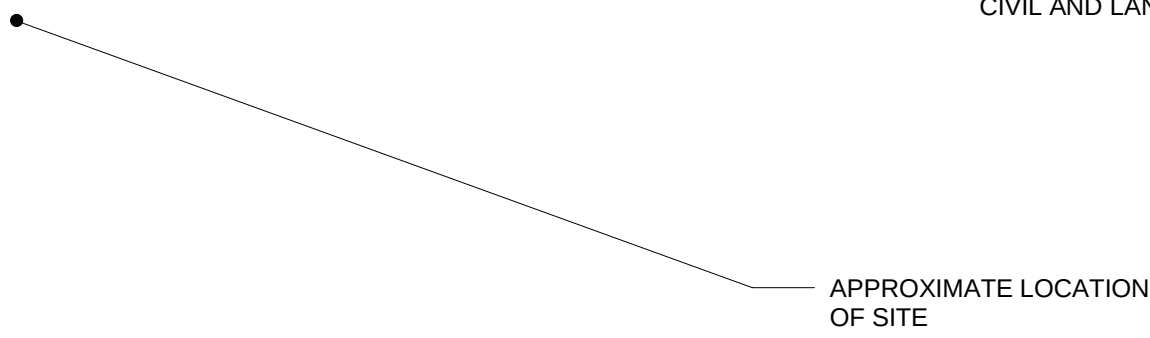
SYMBOL LEGEND



PROJECT INFORMATION

NEW CONSTRUCTION OF A SINGLE TENANT SHELL BUILDING WITH DRIVE THRU	
DEFERRED SUBMITTAL:	
SIGNAGE UNDER SEPARATE PERMIT BY TENANT OR TENANT SIGN VENDOR	
CODE AUTHORITIES:	
BUILDING CODE:	2012 INTERNATIONAL BUILDING CODE
PLUMBING CODE:	2012 INTERNATIONAL PLUMBING CODE
MECHANICAL CODE:	2012 INTERNATIONAL MECHANICAL CODE
ELECTRICAL CODE:	2014 NATIONAL ELECTRICAL CODE
FIRE CODE:	2012 INTERNATIONAL FIRE PREVENTION CODE
ENERGY CODE:	2015 INTERNATIONAL ENGERY CONSERVATION CODE
ACCESSIBILITY CODE:	2012 TEXAS ACCESSIBILITY STANDARDS
PROJECT DESCRIPTION:	
ZONING:	MT-C MIDTOWN CORRIDOR DISTRICT
TYPE OF USE:	RESTAURANT
TYPE OF OCCUPANCY:	A-2
TYPE OF CONSTRUCTION:	V-B
NUMBER OF STORIES:	SINGLE (1)
SPRINKLERS:	NO
OCCUPANCY LOAD:	
FINAL OCCUPANT LOAD TO BE DETERMINED BY TENANT AND SHALL BE LESS THAN 100 OCCUPANTS	
TOTAL GROSS BUILDING AREA:	2,134 SF
BUILDING HEIGHT:	21'-6" FEET (1 STORY)
ALLOWABLE AREA PER TABLE 506.2:	6,000 SF
ALLOWABLE BUILDING HEIGHT/STORIES PER TABLE 504.3/504.4:	40 FT/1 STORY
EXITS:	REQUIRED 2 PROVIDED 3

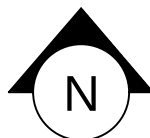
VICINITY MAP



SHEET LIST		
SHEET NUMBER	SHEET NAME	REVISION
S1.0	GENERAL NOTES	
S1.1	FASTENER SCHEDULE & SPECIAL INSPECTIONS	
S2.0	FOUNDATION PLAN	
S2.1	ROOF FRAMING PLAN	
S3.0	FOUNDATION DETAILS	
S3.1	FOUNDATION DETAILS	
S3.2	FOUNDATION DETAILS	
S4.0	FRAMING DETAILS	
S4.1	FRAMING DETAILS	
S4.2	FRAMING DETAILS	
A1.0	ARCHITECTURAL SITE PLAN	
A1.1	DRIVE THRU EQUIPMENT DETAILS	
A1.2	SITE DETAILS	
A2.0	FLOOR PLAN	
A2.1	ROOF PLAN	
A2.2	EXTERIOR ELEVATIONS	
A2.3	EXTERIOR ELEVATIONS	
A3.0	WALL SECTIONS	
A3.1	WALL SECTIONS	
A3.2	WALL SECTIONS	
A4.0	DETAILS & SCHEDULES	
A4.1	DETAILS	
P1.0	PLUMBING PLAN	
P2.0	PLUMBING DETAILS & SCHEDULES	
M1.0	MECHANICAL PLAN	
M2.0	MECHANICAL DETAILS & SCHEDULES	
E1.0	LIGHTING PLAN	
E2.0	POWER PLAN	
E3.0	ELECTRICAL DETAILS, SCHEDULES & ONE LINE	
ES1.0	ELECTRICAL SITE PLAN	
ES1.1	PHOTOMETRICS SITE PLAN	

CIVIL AND LANDSCAPE PACKAGE UNDER SEPARATE COVER

APPROXIMATE LOCATION
OF SITE



TDLR # TABS2023XXXXXX

REVISION SCHEDULE			
REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING
PROJECT ADDRESS:
**MAIN STREET
INGLESIDE, TX**

PROJECT #: 23-0024

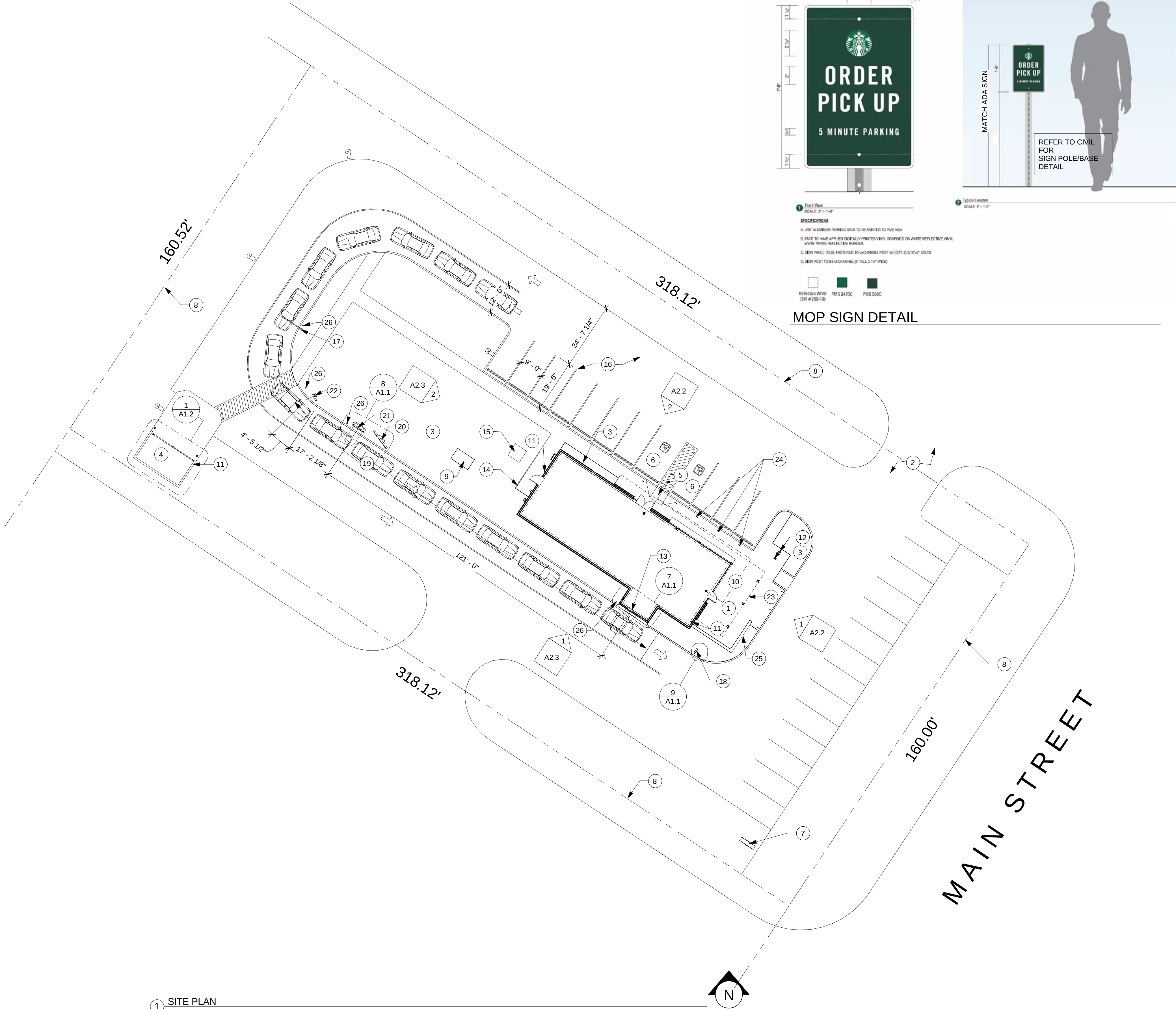
ORIGINAL ISSUE 12-12-23
DATE: PRODUCTION MH
CHECKED BY: TP

SHEET TITLE:
COVER SHEET

SCALE: As indicated

SHEET NUMBER:
T1.0

12/12/2023 1:47:01 PM C:\Users\missy\OneDrive - MSpire Design\MSpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



1 SITE PLAN
1" = 20'-0"

ARCH. SITE PLAN GENERAL NOTES

- A. LANDSCAPING TO BE PROVIDED PER ZONING CODE AND TENANT LEED REQUIREMENTS.
- B. TRASH ENCLOSURE SHALL BE LOCKABLE USING STEEL GATES OR CHAIN TO BE PROVIDED BY GC. REFER TO DETAILS FOR MORE INFORMATION.
- C. REFER TO SHEETS A1.1 AND A1.2 FOR ADDITIONAL SITE DETAILS
- D. EXTERIOR SITE LIGHTING TO BE ON TIME CLOCK SYNCHRONIZED WITH SIGNAGE.
- LIGHTING REQUIREMENTS:
1. 1.5 FOOTCANDLES LIGHT LEVELS MINIMUM.
2. NO DARK AREAS ON SITE (INCLUDING TRASH ENCLOSURE & OUTDOOR PATIOS).
3. METAL HALIDE LIGHTING PREFERRED.
- REFER TO PHOTOMETRIC AND ELECTRICAL SHEETS FOR ADDITIONAL INFORMATION.

ARCHITECTURAL SITE PLAN KEYNOTES

- 1 PATIO REFER TO CIVIL; CONCRETE TO BE TRAVERSE BRUSH & STEEL FINISHED AND SEALED (CLEAR); PROVIDE 2" WIDE SMOOTH TROWELED DETAIL AT CONTROL JOINT
- 2 SITE ACCESS REFER TO CIVIL
- 3 LANDSCAPING TO BE LOW PROFILE, NO HIDING PLACES, 30" MAXIMUM HEIGHT. REFER TO CIVIL PLANS
- 4 TRASH ENCLOSURE; REFER TO DETAILS; RE: CIVIL FOR PAVEMENT REQUIREMENTS
- 5 HANDICAPPED RAMP REFER TO CIVIL
- 6 HANDICAPPED PARKING REFER TO CIVIL
- 7 PROPOSED MONUMENT SIGN; SIGNAGE UNDER SEPARATE PERMIT BY TENANT; PROVIDE AND INSTALL FOOTING, CONDUIT AND ELECTRICAL PER TENANT SIGNAGE VENDOR REQUIREMENTS
- 8 PROPERTY LINE
- 9 GREASE TRAP; REFER TO PLUMBING AND CIVIL
- 10 36" WIDE MINIMUM ACCESSIBLE PATH OF TRAVEL TO ACCESSIBLE. NO ABRUPT CHANGES IN ELEVATION ALONG THE PATH OF TRAVEL SHOWN. THE SLOPE AND CROSS SLOPE ALONG THE PATH OF TRAVEL SHALL NOT EXCEED 5% AND 2% RESPECTIVELY.
- 11 EXTERIOR HOSE BIB; REFER TO PLUMBING
- 12 PROPOSED BIKE RACK LOCATION; PROVIDE TWO PER TENANT SPECIFICATIONS: OLYMPIA BIKE RACK, MODEL: SKOLY, FINISH: BLACK OR DARK BRONZE
- 13 DRIVE THRU WINDOW, SHELF, AND AIR CURTAIN PROVIDED AND INSTALLED PER TENANT SPECIFICATIONS
- 14 SCREEN WALL, REFER TO DETAILS; VERIFY DIMENSIONS IN FIELD
- 15 PAD MOUNTED TRANSFORMER; REFER TO CIVIL FOR EXACT LOCATION
- 16 GC IS RESPONSIBLE FOR PROVIDING ALL PARKING, DRIVE-THRU AND DIRECTIONAL STRIPING PER TENANT DRAWINGS
- 17 TENANT PROVIDED CLEARANCE BAR
- 18 TENANT PROVIDED DIRECTIONAL SIGNAGE; REFER TO DETAIL FOR GC PROVIDED ELECTRICAL CONDUIT AND LABELED PULL STRING; REFER TO ELECTRICAL FOR ADDITIONAL ELECTRICAL REQUIREMENTS; REFER TO TENANT DRAWINGS FOR FINAL LOCATION(S) AND QUANTITY
- 19 PROVIDE 6" THICK CONCRETE PAVING WITH REINFORCED WELDED WIRE MESH THE LENGTH OF THE DRIVE-THRU LANE, MIN. LENGTH TO EXTEND FROM PRE-MENU TO 20 FEET BEYOND DRIVE-THRU WINDOW; REFER TO CIVIL FOR ADDITIONAL REQUIREMENTS/DETAIL
- 20 TENANT PROVIDED DRIVE THRU MENU BOARD; REFER TO DETAILS FOR GC PROVIDED ELECTRICAL CONDUIT AND LABELED PULL STRING; REFER TO ELECTRICAL FOR ADDITIONAL ELECTRICAL REQUIREMENTS
- 21 TENANT PROVIDED DRIVE THRU ORDER POINT; REFER TO DETAILS FOR GC PROVIDED ELECTRICAL CONDUIT AND LABELED PULL STRING; REFER TO ELECTRICAL FOR ADDITIONAL ELECTRICAL REQUIREMENTS
- 22 TENANT PROVIDED DRIVE THRU PRE-MENU BOARD; REFER TO DETAILS FOR GC PROVIDED ELECTRICAL CONDUIT AND LABELED PULL STRING; REFER TO ELECTRICAL FOR ADDITIONAL ELECTRICAL REQUIREMENTS
- 23 SHADE STRUCTURE; REFER TO ROOF PLAN, ELEVATIONS, WALL SECTIONS AND STRUCTURAL FOR ADDITIONAL INFORMATION
- 24 PROVIDE MOP SIGN POLES AT THESE SPACES; SEE DETAIL THIS SHEET
- 25 CONCRETE KNEE WALL AT PATIO; REFER TO DETAILS; VERIFY DIMENSIONS IN FIELD
- 26 NON-ILLUMINATED BOLLARD; REFER TO DETAILS

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
MSPIRE DESIGN, LLC. IT IS NOT
TO BE USED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

**SCC DEVELOPMENT
COMPANY**
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING

PROJECT ADDRESS:
**MAIN STREET
INGLESIDE, TX**

PROJECT #: 23-0024

ORIGINAL ISSUE 12-12-23
DATE: PRODUCTION MH
DESIGNER: TP
CHECKED BY:

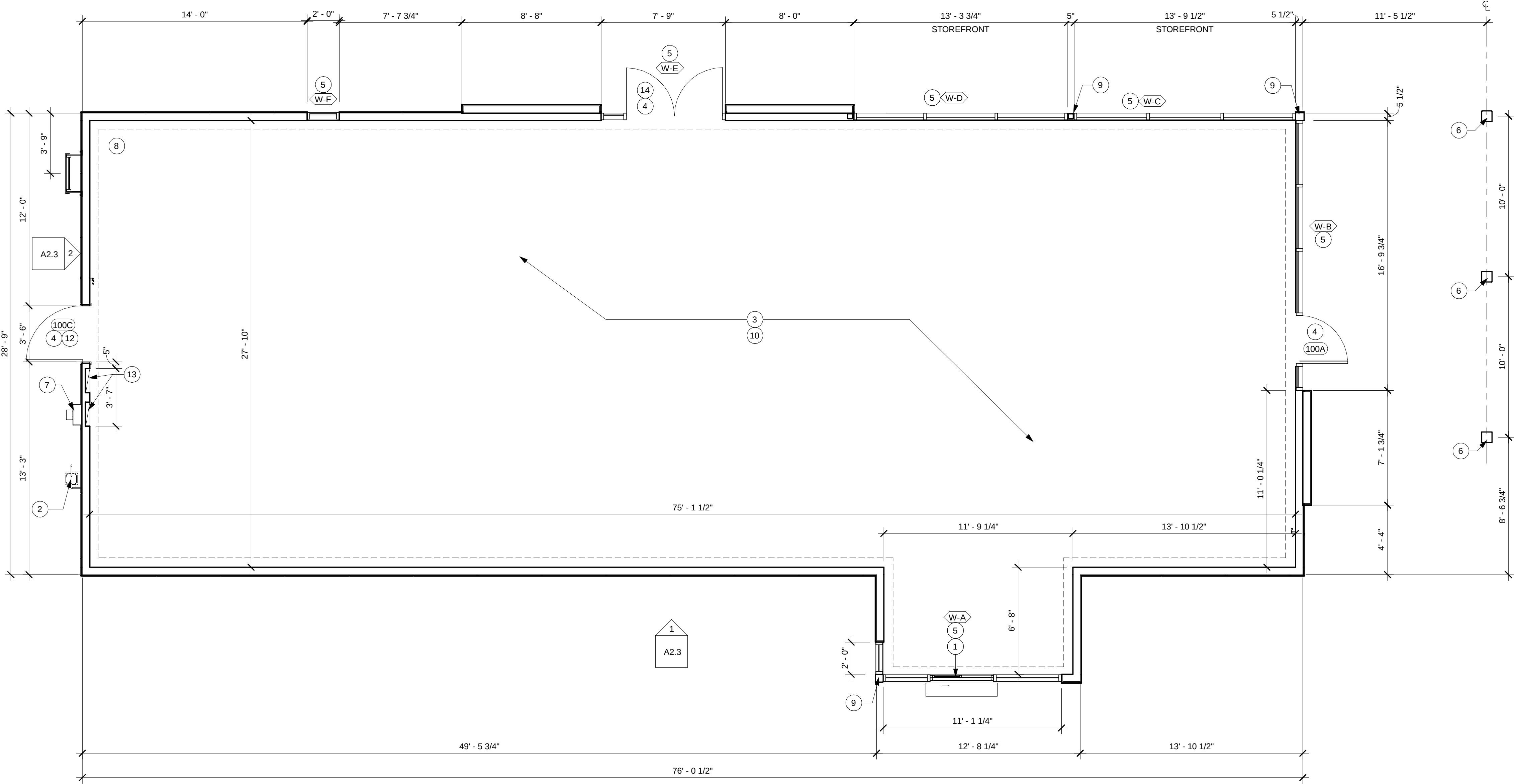
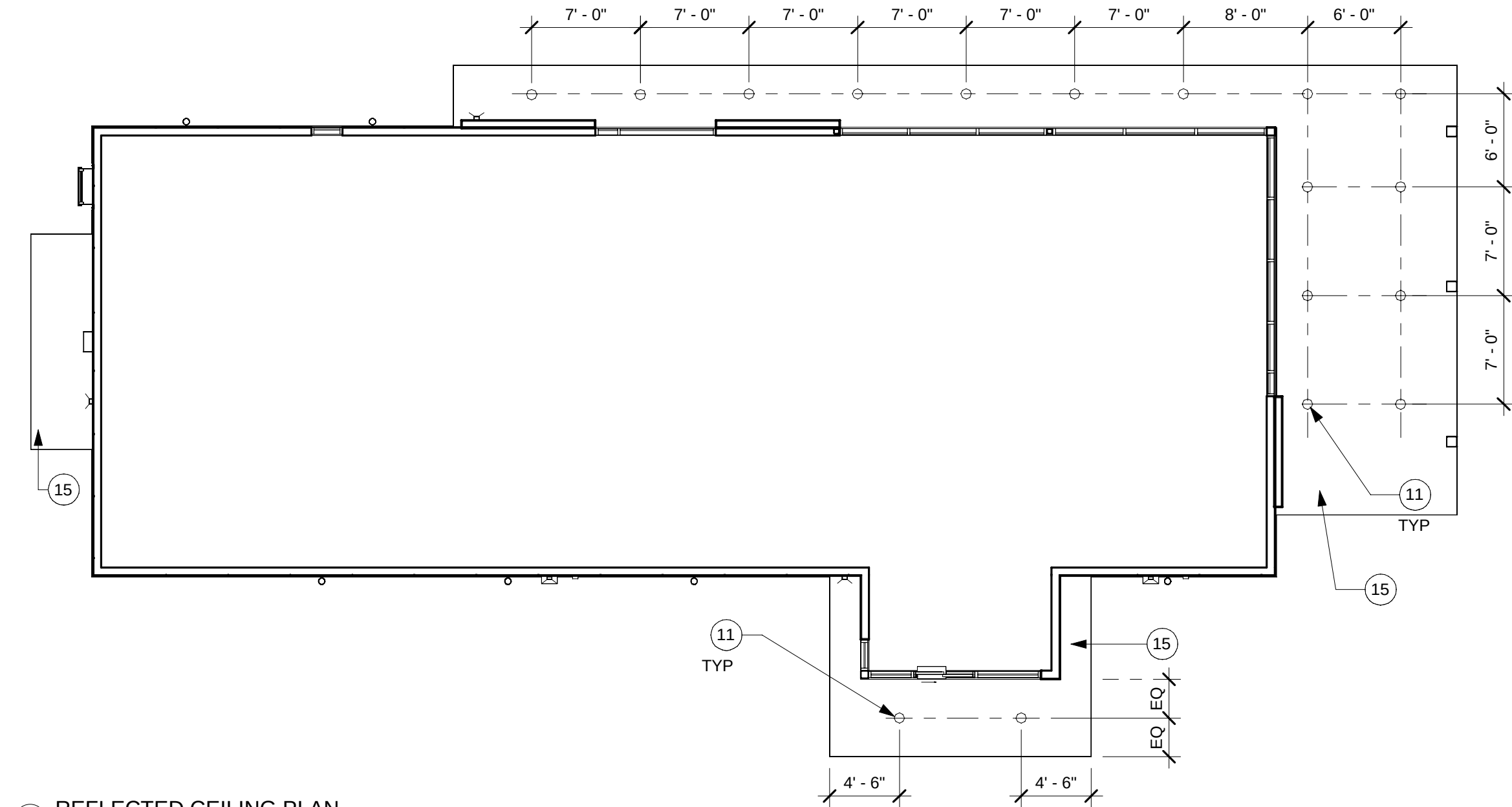
SHEET TITLE:
**ARCHITECTURAL SITE
PLAN**

SCALE: As indicated

SHEET NUMBER:

A1.0

12/12/2023 1:47:02 PM C:\Users\missy\OneDrive - MSpire Design\MSpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



FLOOR PLAN GENERAL NOTES

- A. REFER TO STRUCTURAL PLANS FOR FRAMING CONDITIONS
- B. EXTERIOR ENTRANCE THRESHOLD MAY NOT EXCEED REQUIRED AMERICAN'S WITH DISABILITY ACT (ADA) MAXIMUM HEIGHT OF 1/2" RAISED THRESHOLDS AND FLOOR LEVEL CHANGES AT ACCESSIBLE DOORWAYS TO BE BEVELED WITH A SLOPE NO GREATER THAN 1:12.
- C. ALL DOORS TO PROVIDE 32" MINIMUM CLEAR OPENING WHEN OPENED TO 90 DEGREE POSITION UNLESS OTHERWISE NOTED.
- D. VERIFY ALL DOORS, HARDWARE AND FRAMES MEET TENANT AND / OR CODE REQUIREMENTS.
- E. ALL DIMENSIONS ARE TO OUTSIDE FACE OF STUDS, UNLESS NOTED OTHERWISE
- F. REFER TO PLUMBING AND ELECTRICAL PLANS FOR FRAMING AREAS TO RECEIVE AND COORDINATE ROUGH-IN AREAS.

FLOOR PLAN KEYED NOTES

- 1 DRIVE THRU WINDOW, AIR CURTAIN, AND EXTERIOR SHELF PROVIDED AND INSTALLED PER TENANT SPECIFICATIONS BY LL GC
- 2 GAS METER, REFER TO CIVIL AND PLUMBING
- 3 PROVIDE FULL SLAB LEAVE OUT THIS SPACE WITH SUBGRADE IN PLACE. SUBGRADE SHALL BE COMPACTED, LEVEL, AND READY TO ACCEPT TENANTS POUR BACK BASED ON LANDLORD'S STRUCTURAL ENGINEER SPECIFICATIONS. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS. SUBGRADE, FOOTINGS, AND GRADE BEAMS TO BE 5' BELOW TENANT FLOOR FINISH ELEVATION
- 4 EXTERIOR DOOR
- 5 WINDOW/STOREFRONT
- 6 STEEL COLUMNS FOR SHADE STRUCTURE; REFER TO STRUCTURAL DRAWINGS
- 7 ELECTRICAL EQUIPMENT AND METERS; REFER TO ELECTRICAL DRAWINGS
- 8 FURNISH AND INSTALL (2) 2" CONDUIT WITH PULL STRING FOR TELEPHONE SERVICE AND (2) 2" CONDUIT WITH PULL STRING FOR BROADBAND ABOVE CEILING, VERIFY LOCATION WITH TENANT PLANS; PROVIDE PLYWOOD BACKBOARD- VERIFY LOCATION WITH TENANT
- 9 WRAP COLUMNS IN BRAKE METAL TO MATCH STOREFRONT
- 10 UTILITY SLEEVES TO BE PROVIDED THRU GRADE BEAMS AND FOOTINGS, COORDINATE WITH TENANT FINAL CONSTRUCTION DOCUMENTS AND REEFER TO STRUCTURAL FOR DETAIL.
- 11 CAN LIGHT; REFER TO ELECTRICAL; WIRING FOR ALL CAN LIGHTS TO BE RAN IN CONDUIT CONCEALED WITHIN CANOPY.
- 12 FURNISH AND INSTALL AIR CURTAIN FOR REAR EXIT DOOR; SPECIFICATION: MARS STD242-1UA-BG OR AS SPECIFIED PER TENANT DRAWINGS
- 13 ELECTRICAL PANELS; REFER TO ELECTRICAL DRAWINGS. COORDINATE FINAL LOCATION WITH TENANT PLANS
- 14 PROVIDE DOOR OPENER AND BUTTON PER STARBUCKS SPECS; RE: ELECTRICAL FOR WIRING
- 15 WOOD FINISH INSTALLED AT UNDERSIDE OF CANOPY TO MATCH SIDING. OF BLACK METAL SHEETING; INSTALL PER VENDOR REQUIREMENTS

GC TO PROVIDE BLOCKING/WALL ANCHORAGE FOR ALL EXTERIOR TENANT FURNISHED ITEMS. COORDINATE WITH TENANT PLANS FOR LOCATIONS

GC TO PROVIDE PROPERLY WATERPROOFED AND FLASHED WALL PENETRATIONS FOR EXTERIOR TENANT PROVIDED FIXTURES. PENETRATION LOCATIONS TO BE COORDINATED WITH TENANT PLANS. JUNCTION BOXES WITH CONDUITS AND PULL STRINGS SHALL BE STUBBED INTO TENANT'S SPACE FOR FUTURE CONNECTIVITY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF MSPIRE DESIGN, LLC. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

SCC DEVELOPMENT
COMPANY
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING

PROJECT ADDRESS:
MAIN STREET
INGLESIDE, TX

PROJECT #:
23-0024

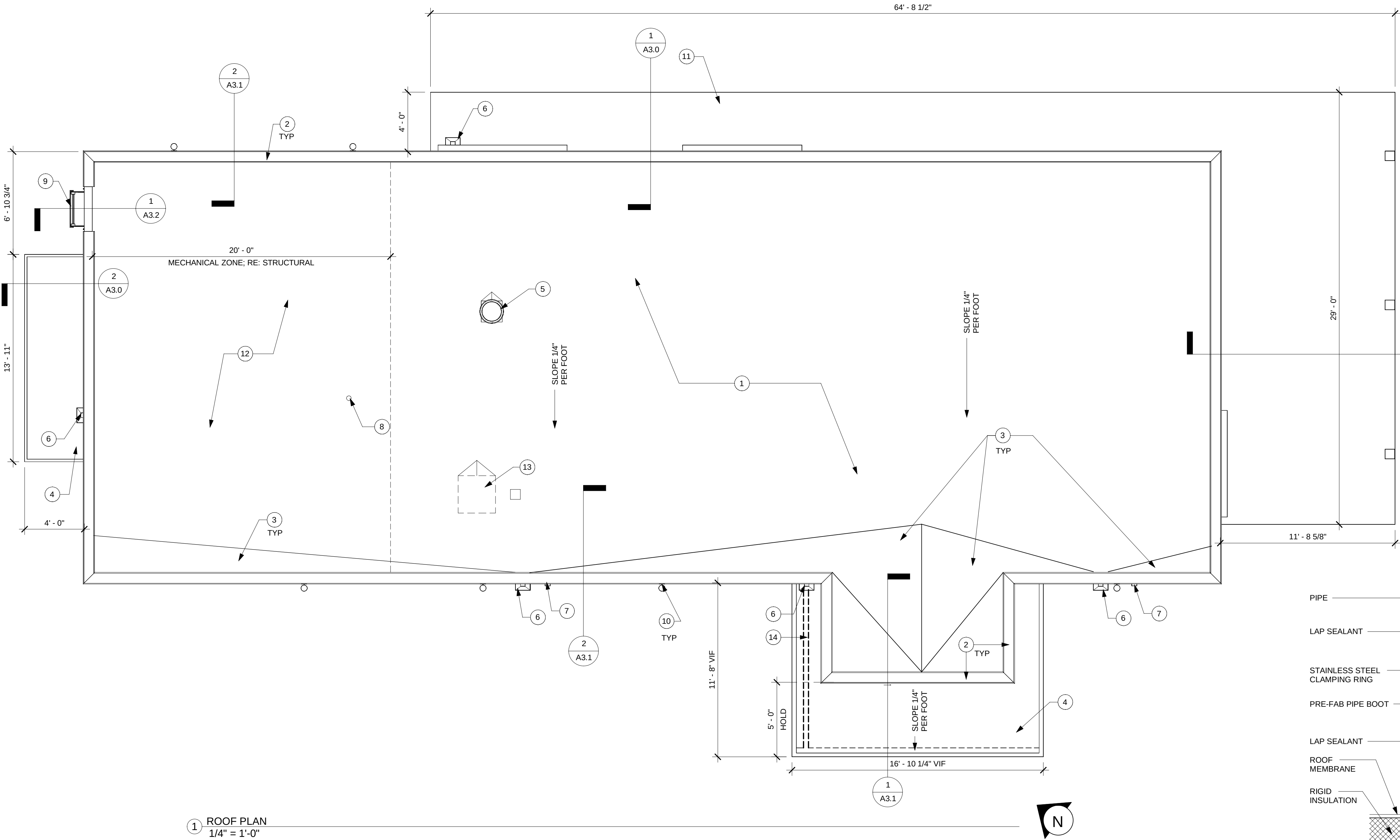
ORIGINAL ISSUE
DATE: 12-12-23
PRODUCTION
DESIGNER: MH
CHECKED BY: TP

SHEET TITLE:
FLOOR PLAN

SCALE:
As indicated

SHEET NUMBER:
A2.0

12/12/2023 1:47:03 PM C:\Users\missy\OneDrive - MSpire Design\MSpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



1 ROOF PLAN
1/4" = 1'-0"

ROOF PLAN GENERAL NOTES

1. CONTRACTOR WILL ENSURE POSITIVE DRAINAGE OF THE ROOF TO DRAINS & SCUPPERS WITHOUT PONDING.
2. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL DRAWINGS AND SPECIFICATION FOR ADDITIONAL INFORMATION.
3. REFER TO PLUMBING DRAWINGS FOR ROOF DRAIN / LEADER SIZES.
4. RIDGE AND VALLEY OF ROOF SLOPES OCCUR BY SLOPING ROOF FRAMING & WARPED DECK (TYPICAL), EXCEPT WHERE TAPERED INSULATION IS INDICATED. PROVIDE CRICKETS OF TAPERED INSULATION AT EQUIPMENT CURBS, ROOF DRAINS, SCUPPERS OR ANY OTHER INTERRUPTIONS IN THE SLOPE OF THE ROOF TO MAINTAIN 1/4" SLOPE PER FOOT

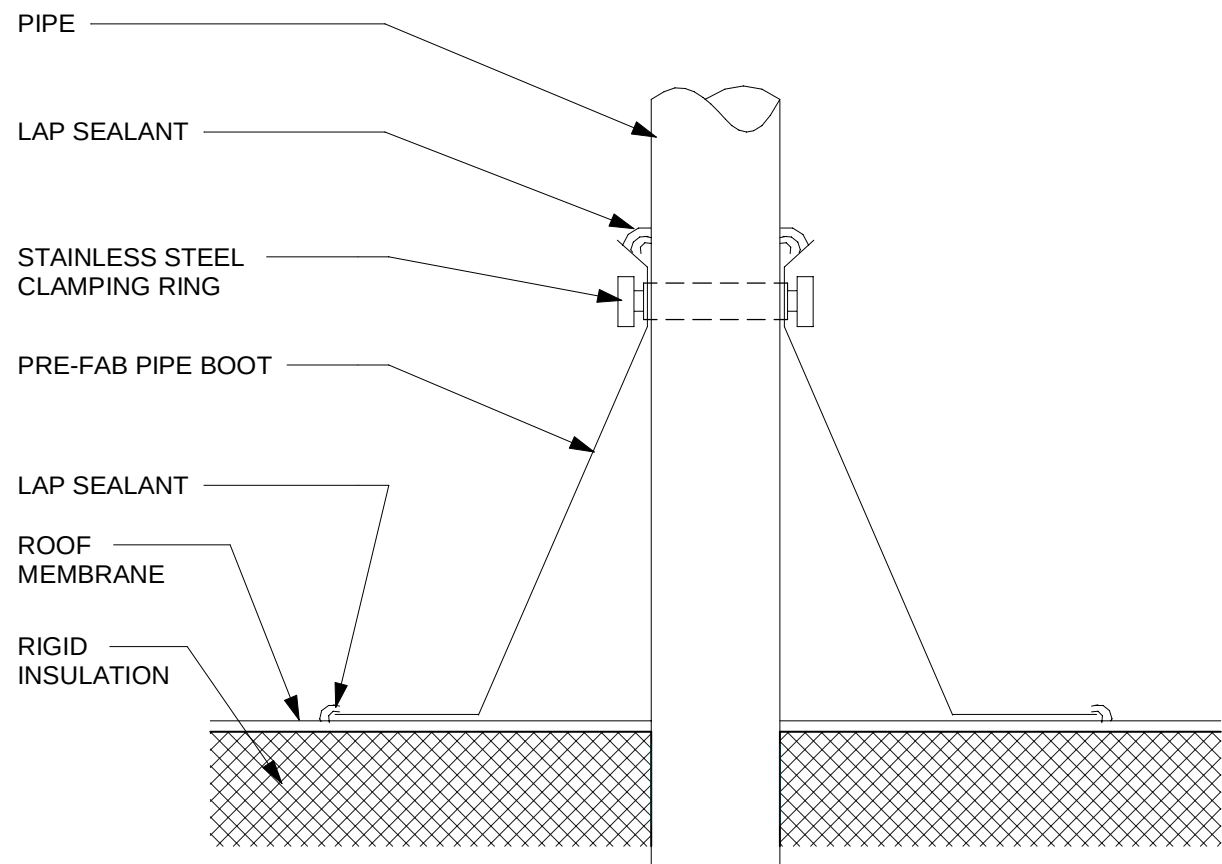
ROOF PLAN KEYNOTES

- 1 JOHNS MANVILLE OR EQUAL TPO ROOF SYSTEM, ST6RM-S/I, 60 MIL MEMBRANE OVER RIGID INSULATION BOARD, MIN R-30 INSULATION VALUE WITH 20 YEAR WARRANTY INSTALLED PER MANUFACTURER'S INSTRUCTIONS; SRI: 95; INSTALL WALKWAY MATS/PRODUCTS TO PERMIT TRAVEL TO ACCESS ALL ROOF EQUIPMENT; SEE DETAIL THIS SHEET
- 2 24 GA. PREFINISHED METAL COPING OVER TOP OF ALL PARAPETS
- 3 TAPERED INSULATION BOARD OR EQUAL, SLOPE 1/4" PER FOOT
- 4 CANOPY/AWNINGS BY GC VENDOR
- 5 EXHAUST FAN BY TENAT. FINAL LOCATIONS AND SPECS TO BE DETERMINED BY TENANT PER TENANT PLANS
- 6 PREFINISHED ALUMINUM SCUPPER AND DOWNSPOUTS FOR WATER DRAINAGE TO TIE INTO STORM WATER IF APPLICABLE-- REFER TO CIVIL. WHERE REQUIRED TO TIE INTO STORM WATER, USE DOWNSPOUT ADAPTER.
- 7 OVERFLOW SCUPPER
- 8 VENT THROUGH ROOF (SEE PLUMBING); REFER TO DETAIL THIS SHEET
- 9 EXTERIOR ROOF LADDER
- 10 LIGHT FIXTURE AS SPECIFIED; REFER TO ELECTRICAL
- 11 PATIO SHADE STRUCTURE BY GC VENDOR
- 12 REFER TO STRUCTURAL FOR MECHANICAL ZONE
- 13 TENANT PROVIDED CONDENSER; GC TO PROVIDE PENETRATION, CURBS, ETC PER TENANT PLANS; RE: MEP PLANS
- 14 INTERNAL GUTTER TO DRAIN BACK TO DOWNSPOUT. DOWNSPOUT TO TIE INTO STORM WATER WHERE REQUIRED USING DOWNSPOUT ADAPTER; REFER TO CIVIL

GC MAY PROVIDE ALTERNATE BID FOR AWNINGS WITH CONCEALED GUTTERS BY GC AWNING VENDOR; CANOPY TO BE METAL TYPE GAL VALUME MIN 22 GA. FINISH: BLACK; OVERALL THICKNESS MAY BE 8" VS 12" FOR PRE-FAB AWNINGS AND CANOPY. ALL OTHER DIMENSIONS, FINISHES, AND DRAINAGE REQUIREMENTS TO BE CONSISTENT WITH PLANS, SPECS, AND LANDLORD WORK LETTER.

ALL PENETRATIONS, SEAMS, CHANGES IN MATERIAL OF CANOPIES AND AWNINGS TO BE CAULKED AND OR SEALED. FLASHING USED AS REQUIRED.

ALL ROOF PENETRATIONS BY GC PER TENANT PLANS; COORDINATE LOCATIONS, SIZES, CURBS, ETC. OF TENANT PROVIDED EQUIPMENT WITH TENANT PLANS



2 PIPE FLASHING
3" = 1'-0"

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
MSPIRE DESIGN, LLC. IT IS NOT
TO BE USED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

**SCC DEVELOPMENT
COMPANY**

556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING

PROJECT ADDRESS:
**MAIN STREET
INGLESIDE, TX**

PROJECT #:
23-0024

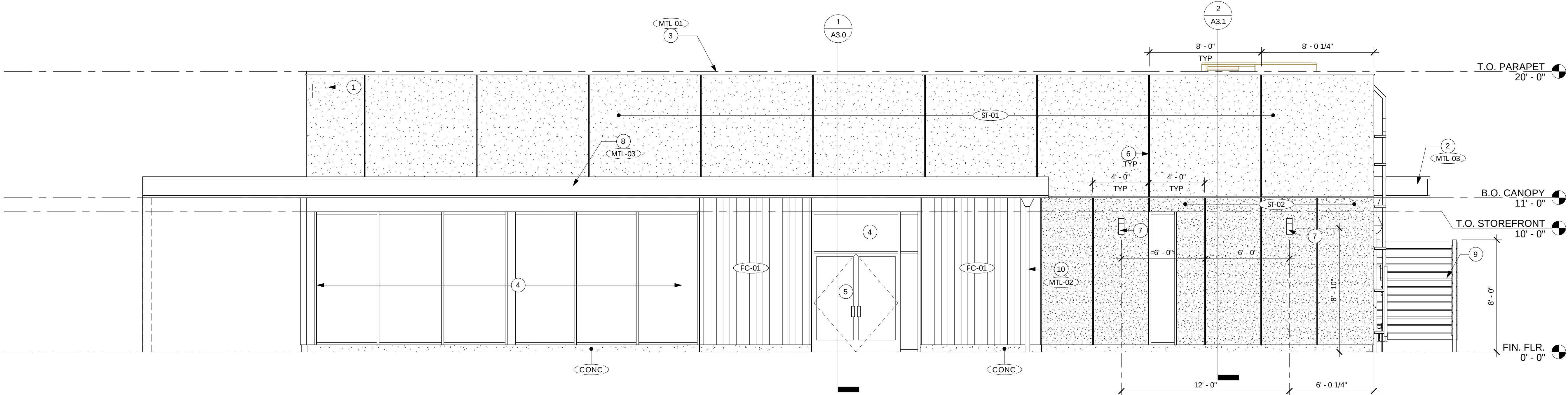
ORIGINAL ISSUE
DATE: 12-12-23
PRODUCTION
DESIGNER: MH
CHECKED BY: TP

SHEET TITLE:
ROOF PLAN

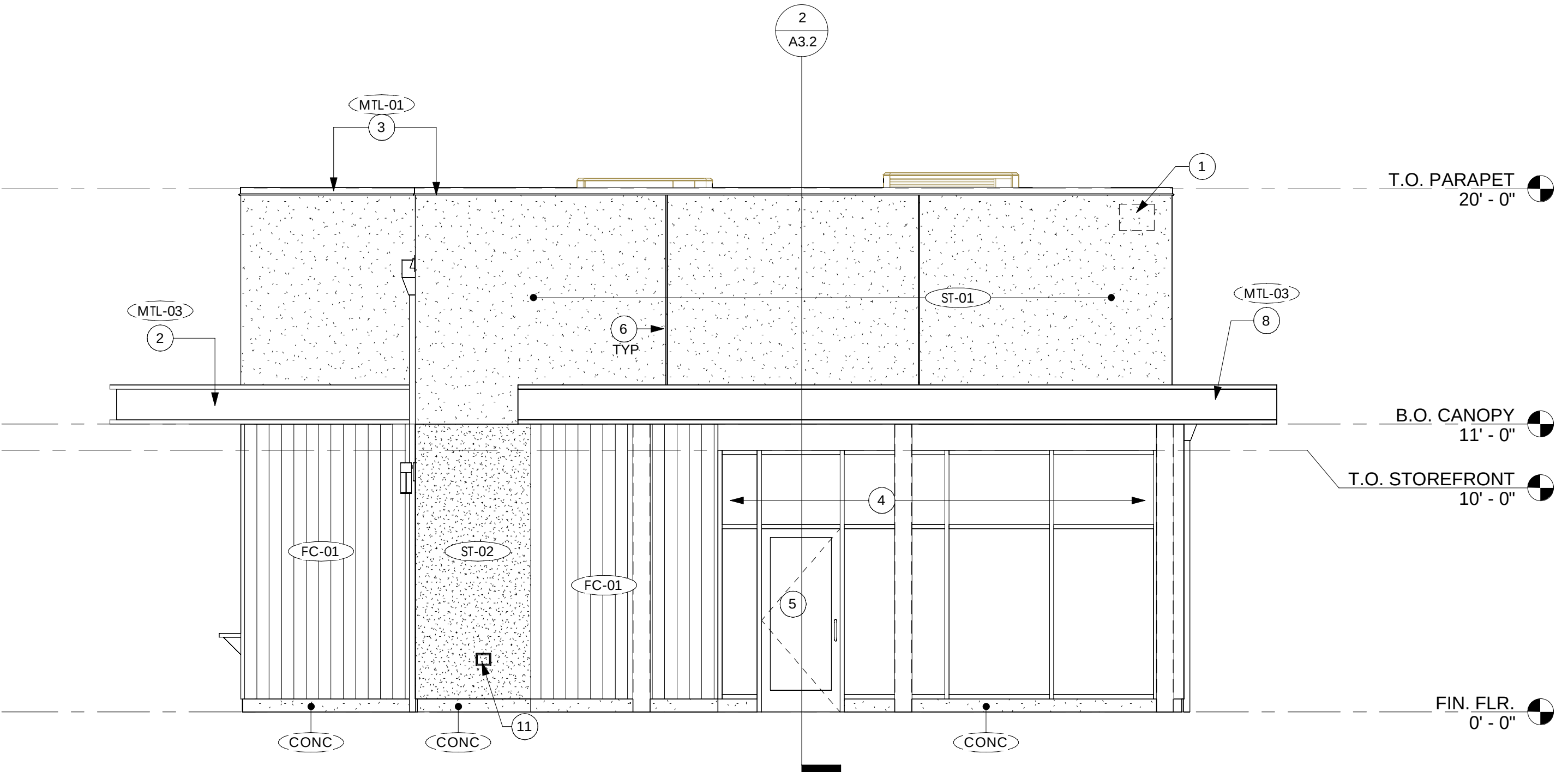
SCALE:
As indicated

SHEET NUMBER:
A2.1

12/12/2023 1:47:04 PM C:\Users\missy\OneDrive - MSpire Design\MySpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



2 EAST ELEVATION
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATION GENERAL NOTES

- A. REFER TO A4.0 FOR WINDOW AND DOOR DETAILS AND SCHEDULES
- B. REFER TO ROOF PLAN, WALL SECTIONS AND STRUCTURAL FOR ADDITIONAL DETAILS ON SHADE STRUCTURE CANOPY AND AWNINGS
- C. PROVIDE CONTROL/MOVEMENT JOINTS IN STUCCO AND BRICK AS REQUIRED. MAX AREA: 144 SF, MAX LINEAR FEET: 18 FT
- D. PROVIDE EXPANSION JOINTS ANY WHERE CHANGE IN FINISH MATERIALS OCCURS
- E. DOWNSPOUT SIZE: 3X4
OVERFLOW SCUPPER SIZE: 4X8
.032" MIN THICKNESS FORMED & COATED ALUMINUM
- F. ALL PENETRATIONS, SEAMS, CHANGES IN MATERIAL OF CANOPIES AND AWNINGS TO BE CAULKED AND OR SEALED. FLASHING USED AS REQUIRED.
- G. ALL EXPOSED CONDUIT AT UNDERSIDE OF EXTERIOR CANOPY/AWNING TO BE PAINTED BLACK
- GC TO PROVIDE BLOCKING/WALL ANCHORAGE FOR ALL EXTERIOR TENANT FURNISHED ITEMS, INCLUDING SIGNAGE. COORDINATE WITH TENANT PLANS FOR LOCATIONS
- GC TO PROVIDE PROPERLY WATERPROOFED AND FLASHED WALL PENETRATIONS FOR EXTERIOR TENANT PROVIDED FIXTURES, INCLUDING SIGNAGE. PENETRATION LOCATIONS TO BE COORDINATED WITH TENANT PLANS. JUNCTION BOXES WITH CONDUITS AND PULL STRINGS SHALL BE STUBBED INTO TENANT'S SPACE FOR FUTURE CONNECTIVITY
- 1 ADDRESS SIGNAGE - LOCATION SHALL BE PLAINLY VISABLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ADDRESS NUMBERS SHALL BE 6-INCHES IN HEIGHT MINIMUM. 1/2" STROKE AND SHALL BE OF CONTRAST IN COLOR TO BACKGROUND.
- 2 AWNING/CANOPY BY GC VENDOR
- 3 24 GA PREFINISHED METAL COPING
- 4 STOREFRONT SYSTEM AS SPECIFIED
- 5 STOREFRONT ENTRANCE AS SPECIFIED
- 6 3/4" SQUARE REVEAL IN STUCCO FINISH
- 7 BUILDING MOUNTED LIGHT FIXTURES AND ELECTRICAL; REFER TO ELECTRICAL DRAWINGS
- 8 PATIO SHADE STRUCTURE CANOPY BY GC VENDOR
- 9 UTILITY SCREEN, REFER TO SITE DETAILS
- 10 PRE-FINISHED SCUPPER & DOWNSPOUT
- 11 HOSE BIB; REFER TO PLUMBING FOR SPEC

EXTERIOR FINISH SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	PRODUCT	COLOR	COMMENTS
FC-01	COMPOSITE WOOD	NEW TECH		PERUVIAN TEAK	BELGIAN BOARD; RUN VERTICALLY; INSTALL PER MANUFACTURER REQUIREMENTS
ST-01	FIELD STUCCO	DRYVIT OR EQUAL	COMMERCIAL CEMENT PLASTER 2	SW7030 ANEW GRAY	3 COAT STUCCO SYSTEM RAKED
ST-02	FIELD STUCCO	DRYVIT OR EQUAL	COMMERCIAL CEMENT PLASTER 2	SW7030 ANEW GRAY	3 COAT STUCCO SYSTEM SAND BLASTED
MTL-01	METAL		PREFINISHED METAL	BLACK (MATTE)	COPING, METAL DECK
MTL-02	METAL		PREFINISHED METAL	BLACK (MATTE)	SERVICE DOOR AND FRAME, SCUPPERS, DOWNSPOUT
MTL-03	METAL	AWNEX	COLORADO/TUSCANY SOFFIT SYSTEM CANTILEVERED	TAMPA BAY BRONZE	12" OPEN FACE WITH REAR GUTTER

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF MSPIRE DESIGN, LLC. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

SCC DEVELOPMENT
COMPANY
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING

PROJECT ADDRESS:
MAIN STREET
INGLESIDE, TX

PROJECT #:

23-0024

ORIGINAL ISSUE

12-12-23

DATE: PRODUCTION

MH

DESIGNER

TP

CHECKED BY:

TP

SHEET TITLE:

EXTERIOR
ELEVATIONS

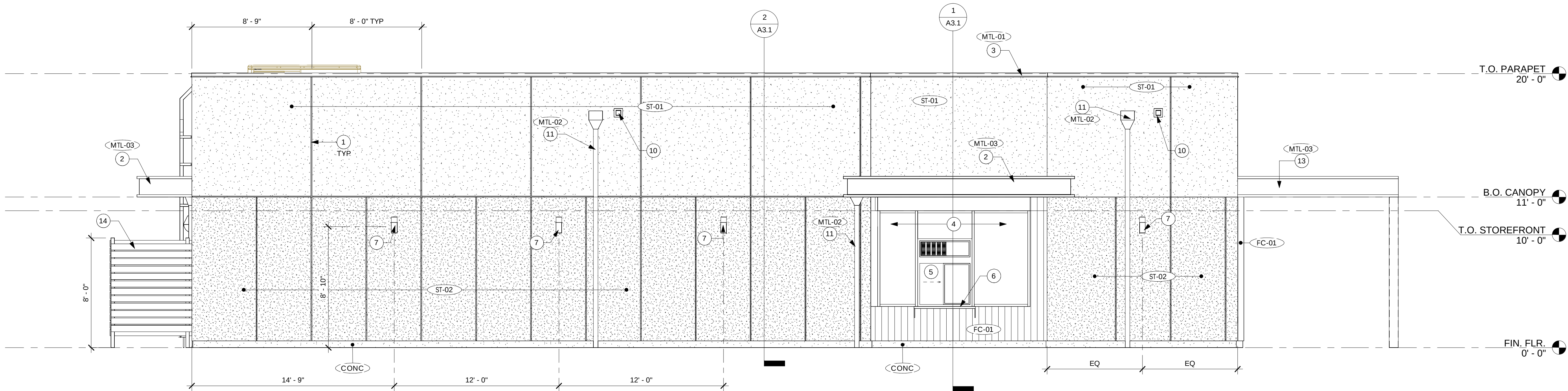
SCALE:

As indicated

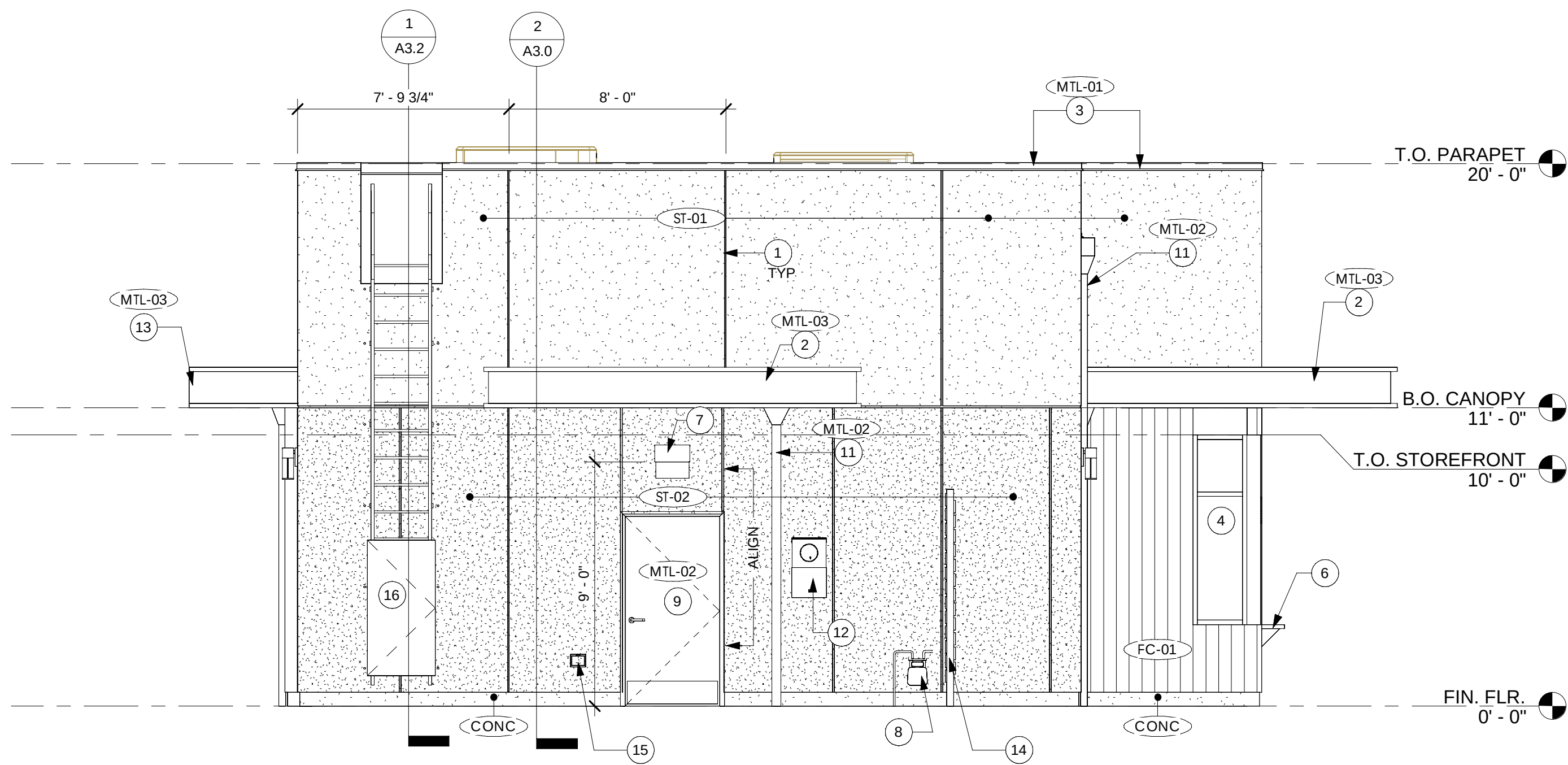
SHEET NUMBER:

A2.2

12/12/2023 1:47:06 PM C:\Users\missy\OneDrive - MSpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



1 WEST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATION GENERAL NOTES

- A. REFER TO A4.0 FOR WINDOW AND DOOR DETAILS AND SCHEDULES
- B. REFER TO ROOF PLAN, WALL SECTIONS AND STRUCTURAL FOR ADDITIONAL DETAILS ON SHADE STRUCTURE CANOPY AND AWNINGS
- C. PROVIDE CONTROL/MOVEMENT JOINTS IN STUCCO AND BRICK AS REQUIRED. MAX AREA: 144 SF, MAX LINEAR FEET: 18 FT
- D. PROVIDE EXPANSION JOINTS ANY WHERE CHANGE IN FINISH MATERIALS OCCURS
- E. DOWNSPOUT SIZE: 3X4
OVERFLOW SCUPPER SIZE: 4X8
.032" MIN THICKNESS FORMED & COATED ALUMINUM
- F. ALL PENETRATIONS, SEAMS, CHANGES IN MATERIAL OF CANOPIES AND AWNINGS TO BE CAULKED AND OR SEALED. FLASHING USED AS REQUIRED.
- G. ALL EXPOSED CONDUIT AT UNDERSIDE OF EXTERIOR CANOPY/AWNING TO BE PAINTED BLACK

GC TO PROVIDE BLOCKING/WALL ANCHORAGE FOR ALL EXTERIOR TENANT FURNISHED ITEMS, INCLUDING SIGNAGE. COORDINATE WITH TENANT PLANS FOR LOCATIONS

GC TO PROVIDE PROPERLY WATERPROOFED AND FLASHED WALL PENETRATIONS FOR EXTERIOR TENANT PROVIDED FIXTURES, INCLUDING SIGNAGE. PENETRATION LOCATIONS TO BE COORDINATED WITH TENANT PLANS. JUNCTION BOXES WITH CONDUITS AND PULL STRINGS SHALL BE STUBBED INTO TENANT'S SPACE FOR FUTURE CONNECTIVITY

EXTERIOR ELEVATION KEYED NOTES

- 1 3/4" SQUARE REVEAL IN STUCCO
- 2 AWNING/CANOPY BY GC VENDOR
- 3 24 GA PREFINISHED METAL COPING
- 4 STOREFRONT SYSTEM AS SPECIFIED
- 5 DRIVE THRU WINDOW AND AIR CURTAIN AS SPECIFIED BY TENANT
- 6 DRIVE THRU SHELF AS SPECIFIED BY TENANT
- 7 BUILDING MOUNTED LIGHT FIXTURES AND ELECTRICAL; REFER TO ELECTRICAL DRAWINGS
- 8 GAS METER; REFER TO PLUMBING AND CIVIL DRAWINGS
- 9 SERVICE DOOR PER DOOR SCHEDULE
- 10 OVERFLOW SCUPPER
- 11 PRE-FINISHED SCUPPER AND DOWNSPOUT
- 12 ELECTRICAL EQUIPMENT AND METER; REFER TO ELECTRICAL
- 13 PATIO SHADE STRUCTURE CANOPY. BY GC VENDOR
- 14 UTILITY SCREEN, REFER TO SITE DETAILS
- 15 HOSE BIB; REFER TO PLUMBING FOR SPEC
- 16 EXTERIOR ROOF LADDER

EXTERIOR FINISH SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	PRODUCT	COLOR	COMMENTS
FC-01	COMPOSITE WOOD	NEW TECH		PERUVIAN TEAK	BELGIAN BOARD; RUN VERTICALLY; INSTALL PER MANUFACTURER REQUIREMENTS
ST-01	FIELD STUCCO	DRYVIT OR EQUAL	COMMERCIAL CEMENT PLASTER 2	SW7030 ANEW GRAY	3 COAT STUCCO SYSTEM RAKED
ST-02	FIELD STUCCO	DRYVIT OR EQUAL	COMMERCIAL CEMENT PLASTER 2	SW7030 ANEW GRAY	3 COAT STUCCO SYSTEM SAND BLASTED
MTL-01	METAL		PREFINISHED METAL	BLACK (MATTE)	COPING, METAL DECK
MTL-02	METAL		PREFINISHED METAL	BLACK (MATTE)	SERVICE DOOR AND FRAME, SCUPPERS, DOWNSPOUT
MTL-03	METAL	AWNEX	COLORADO/TUSCANY SOFFIT SYSTEM CANTILEVERED	TAMPA BAY BRONZE	12" OPEN FACE WITH REAR GUTTER

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF MSPIRE DESIGN, LLC. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

SCC DEVELOPMENT COMPANY
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING
PROJECT ADDRESS:
**MAIN STREET
INGLESIDE, TX**

PROJECT #:
23-0024

ORIGINAL ISSUE
DATE: 12-12-23
PRODUCTION
DESIGNER: MH
CHECKED BY: TP

SHEET TITLE:

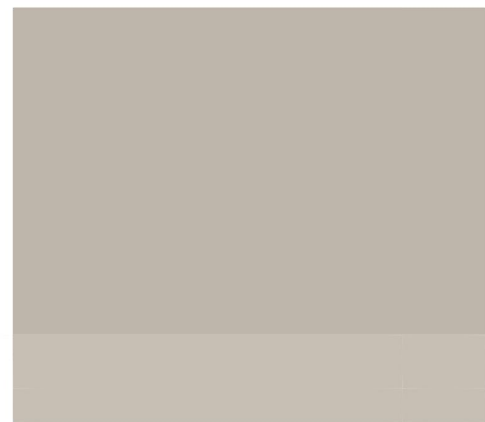
**EXTERIOR
ELEVATIONS**

SCALE:
As indicated

SHEET NUMBER:

A2.3

12/12/2023 1:47:28 PM C:\Users\missy\OneDrive - MSpire Design\MSpire Design\Projects\SCC\23-0024 SBUX Shell Ingleside TX\Drawings\Ingleside SBUX Shell.rvt



STUCCO
ANEW GRAY
SW7030
ST-01 - RAKED
ST-02 - SANDBLASTED



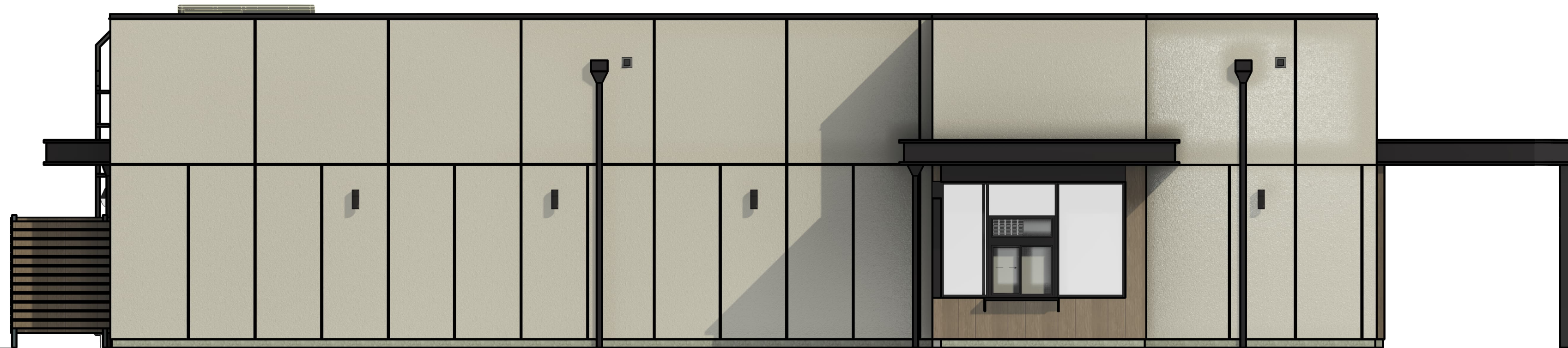
NEWTECH WOOD
PERUVIAN
TEAK



2 EAST ELEVATION PRELIM
Scale 3/16" = 1'-0"



4 SOUTH ELEVATION PRELIM
Scale 3/16" = 1'-0"



1 WEST ELEVATION PRELIM
Scale 3/16" = 1'-0"



3 NORTH ELEVATION PRELIM
Scale 3/16" = 1'-0"

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
MSPIRE DESIGN, LLC. IT IS NOT
TO BE USED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

12-12-23

Thomas A Pirtle III
AIA NCARB

Architect
1308 Meadowview Drive
Kennedale Texas 76060

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

SCC DEVELOPMENT
COMPANY
556 8th Avenue
Fort Worth, TX 76104
817.900.2100 (o)

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS

PROJECT NAME:
STARBUCKS SHELL BUILDING

PROJECT ADDRESS:
MAIN STREET
INGLESIDE, TX

PROJECT #: 23-0024
ORIGINAL ISSUE 12-12-23
DATE: PRODUCTION MH
DESIGNER: TP
CHECKED BY:

SHEET TITLE:
DESIGN REVIEW
ELEVATIONS

SCALE: 3/16" = 1'-0"

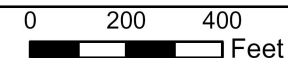
SHEET NUMBER:
PR-101



File Date: 06/24/2024
P&Z Date: 08/05/24
1st Council Date: 08/13/24
2nd Council Date: 08/27/24

 General Commercial
 Light Industrial
 Multi-Family Residential
 Subject Property
 400' Buffer

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.



H E BUTT GROCERY 171
 PROPERTY TAX DEPARTMENT
 PO BOX 839999
 SAN ANTONIO, TX 78283

DOWNER GLADYS N
 309 CAPE HENRY DR
 CORPUS CHRISTI, TX 78412

INGLESIDE METHODIST CHURCH
 PO BOX 688
 INGLESIDE, TX 78362

ELROD DONALD E
 PO BOX 921
 INGLESIDE, TX 78362

KLEMCKE ROBERT L
 110 LINDEN LANE
 LIBERTY, TX 77575

GUNNELS HOWARD E
 2985 SUNSET
 INGLESIDE, TX 78362

WRIGHT GENE
 2353 EIGHTH ST
 INGLESIDE, TX 78362

GALLION ELERY C/O ROMERICA
 GALLION
 203 CAMEL DR
 PORTLAND, TX 78374

CAMPBELL CHARLES D & CECILIA A
 REVOCABLE LIVING TRUST
 3022 MAYFIELD AVE
 INGLESIDE, TX 78362

BALL CYNTHIA
 3015 MAYFIELD
 INGLESIDE, TX 78362

BAMI FINANCIAL GROUP LLC
 1114 S UNION AVE
 ROSWELL, NM 83203

VALUE BANK TEXAS
 5262 S STAPLES ST SUITE 350
 CORPUS CHRISTI, TX 78411

JAMES JOHNSON LLC
 410 LANG RD
 PORTLAND, TX 78374

ANGEL FELIPE
 945 S 11TH ST
 ARANSAS PASS, TX 78336

COOPER ZELMA RENEE (DEC'D)
 PO BOX 51
 INGLESIDE, TX 78362

WRIGHT STEPHEN A
 6503 PONTON PL
 AUSTIN, TX 78731

BLANCHARD SHANE & BELINDA
 2993 MAIN ST
 INGLESIDE, TX 78362

JOLEE CONSTRUCTION LLC
 2567 HEWLITT
 INGLESIDE, TX 78362

DROMGOOLE SAMANTHA E
 3012 MAYFIELD
 INGLESIDE, TX 78362

GONZALEZ FELIPE
 1703 WEST DEBERRY
 ARANSAS PASS, TX 78336

JUNIPER INGLESIDE LLC
 520 POST OAK BLVD STE 575
 HOUSTON, TX 77027

INGLESIDE UNITED METHODIST
 CHURCH
 2572 CHURCH ST
 INGLESIDE, TX 78362

CAMPBELL DONNA GAIL & DANIEL
 RAY
 4909 KIDD CT
 HONOLULU, HI 96818

CONTRERAS DAVID RUBEN II
 2339 KENNEY LN
 INGLESIDE, TX 78362

WARD WAYNE & ANNAROSE
 2975 SUNSET
 INGLESIDE, TX 78362

BAEZ ADAN
 PO BOX 137
 ARANSAS PASS, TX 78335

GIFFORD CONNIE J
 2989 MAIN STREET
 INGLESIDE, TX 78362

SARITA REVOCABLE TRUST DAVID
 & SARA RODRIGUEZ TRUSTEES
 FM 361
 INGLESIDE, TX 78363

SALINAS JUAN J & CINDY T
 3025 MAYFIELD AVE
 INGLESIDE, TX 78362

RIVERA RUBEN & DORA ALICIA
 2544 FIRST ST
 INGLESIDE, TX 78362

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 12

Deliberate and take appropriate action on first reading of an Ordinance changing the zoning for the following property legally described as LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR from its present zoning of M (Multifamily) to C-2 (General Commercial) and further providing for effective date, reading, severance, and publication.

SUBMITTED BY: Gene Delauro, Interim Building Official

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The subject site, currently zoned M – Multifamily, is an approximate 1-acre platted land tract located on the west side of State Highway 1069, just south of Gallion Street. The land tract to the south, (Seaside Apartments) and west are zoned M - Multi-Family residential, the land tracts to the northwest are zoned single family residential and the land tracts to the northeast and east across Highway 1069 are zoned C-2 General Commercial as indicated on the map provided herein.

The developer, SCC Ingleside Partners, proposes to rezone the land from M – Multifamily to C-2 General Commercial for the purposes of constructing and operating a Starbucks Coffee business. Ingleside's future land use plan indicates the land tract is designated as General Commercial. Three letters of objection were received from the public. Staff received phone inquiries from members of the public requesting information regarding the proposed project. City utilities are in place to adequately serve the proposed development, if approved.

FISCAL ANALYSIS:

None

RECOMMENDATION:

Staff recommend approval of the rezoning request. The Planning and Zoning Commission met on August 5, 2024 and voted 5-0 to recommend approval.

ATTACHMENTS:

1. #658 - Voting Record
2. #658 - Letter of Objection - SCC Ingleside
3. DOCS1-#302057-v1-#658-Ordinance_(1)

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

DATE: 8/05/2024

NO. 658

			DESCRIPTION
THIS APPLICATION <u> </u> REQUIRES <u>X</u> DOES NOT REQUIRE A SUPER MAJORITY VOTE BY CITY COUNCIL.	P R E S E N T O R A B S E N T	V O T E	DELIBERATE AND TAKE APPROPRIATE ACTION ON AN APPLICATION FILED BY SCC INGLESIDE PARTNERS LLC, REQUESTING A REZONING FOR THE FOLLOWING PROPERTY: PROPERTY ID#115827 LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR
ALAN BEAUBIEN <i>(Place #1 - 12/31/25)</i> 2ND Term	P	Y	<u>PUBLIC HEARING NOTES</u> Speaking For: None Speaking Against: None
JACOB LOPEZ <i>(Place #2 - 12/31/25)</i> 1ST Term	P	Y	There were no calls and three letters of objection.
CONNOR BROWN <i>(Place # 3 - 12/31/25)</i> 2ND Term	P	Y	Commission Member Gutierrez made a motion to recommend to City Council, an application filed by SCC Ingleside Partners LLC, requesting a rezoning for the following property: Property ID#115827 LT 2 SEASIDE LANDING APTS ABST WM MCDONOUGH SUR. Commission Member Lopez seconded the motion. Motion carried with all present voting in favor.
BOBBY DENDY <i>(Place #4 - 12/31/24)</i> 2ND Term	A	-	
BRENDA RICHARDSON <i>(Place # 5 - 12/31/24)</i> 2ND Term (Chairman)	P	Y	Chairman
GERARD GUTIERREZ <i>(Place #6 - 12/31/24)</i> 1ST Term	P	Y	Date
CYNTHIA WILSON <i>(Place #7 - 12/31/24)</i> 1ST Term	A	-	

Building

From: REXA. WRIGHT <rexa.wright@gmail.com>
Sent: Friday, August 2, 2024 9:07 AM
To: Building
Cc: Steve Wright
Subject: Fwd: Fw: Comments on Proposed Zoning Change from Steve Wright
Attachments: 2023-06-09_15h52_52_Drainage onto Galleon Street_SWright_1.png; 2023-06-09_15h51_49_Drainage onto Galleon Street_SWright_2.png; 2023-06-09_15h52_40_Drainage onto Galleon Street_SWright_3.png; 2984 Wright Ave_SWright.jpg; Drainage_Wright and Galleon by Seaside Landing.jpg; Drainage_Galleon St and Mayfield.jpg

You don't often get email from rexa.wright@gmail.com. [Learn why this is important](#)

Dear Ms. Hawkins,

This is a quick message to confirm that I share the concerns indicated below by my brother, Steve Wright. A separate issue concerns landscaping. If the city allows commercial development, it should install landscaping that serves as a buffer between commercial development and existing single family homes/lots in the subdivision. Such a buffer is needed for aesthetic appeal as well as to mitigate negative impacts from loud sounds and glaring lights that would come from an adjacent commercial property.

I am offering thoughts because I co-own property on Mayfield. As best I can determine, I did not receive notice of the application for a zoning change - possibly because the city has no address for me or has available an address that is out of date. My current address is listed below.

Respectfully,
Rex A. Wright
1511 Preston Avenue
Austin, Texas 78703
rexa.wright@gmail.com

From: wrightings@aol.com <wrightings@aol.com>
To: Building@inglesidetx.gov <building@inglesidetx.gov>
Sent: Thursday, August 1, 2024 at 09:44:24 PM CDT
Subject: Comments on Proposed Zoning Change from Steve Wright

Dear Pamela Hawkins,

Thank you for your time on the phone this afternoon. Following is an email with attached photos outlining my concerns. Please include this email and photos that you said you are preparing for the Planning & Zoning Commission members. Also, please confirm receipt of this email. In the meantime, do not hesitate to let me know if you have questions or if I may provide anything further. Thank you.

Dear Ingleside Planning & Zoning Commission Members,

Thank you for this opportunity to respond to the application for zoning change for the following property: Property ID#115827 LT 2 Seaside Landing Apts ABST WM McDonough Sur. which is one-half block from my home at 2984 Wright Avenue (corner of Galleon Street and Wright Avenue) and other surrounding properties which I own and which have been in my family for 95 years. Unfortunately, I will be out of town and unable to attend the Aug. 5, 2024 Planning and Zoning Commission meeting, but I do have several concerns and questions concerning this requested zoning change to a commercial designation. The concerns are how commercial development of this property will impact:

- Drainage
- Traffic
- Noise

Drainage.

- Will the City of Ingleside limit the amount of impervious cover that will be allowed on this property if commercial development is approved? What will be the limit?
- Will the City of Ingleside prohibit any drainage resulting from commercial development of this property from flowing towards Galleon Street, Mayfield Street or Wright Avenue?
- Currently, a drainage ditch runs along Galleon St. and Wright Ave. When the Seaside Apartments were built several years ago, drainage from the apartments was directed straight into the ditch on Galleon Street and directly across the street from my home.
- You can see in the attached aerial photographs the four drainage pipes that go directly from the apartment complex into this ditch. The drainage pipe openings can be clearly seen in the foreground of the aerial pictures (if you enlarge the aerial photos, you can see the drainage pipe openings on the bottom side of the Seaside Landing driveway that goes alongside the fence that separates the Seaside Landing property from the ditch along Galleon Street). The volume of water following heavy rains dramatically increased after the apartments and this drainage system were constructed.
- Also attached are recent photos of my home at 2984 Wright Ave and water in ditches along Galleon St. and Wright Ave. taken a couple of weeks ago when we were having some rains. Some of these photos are immediately across from my home (you can see the apartments across the fence) and some immediately adjacent to the property where rezoning is requested.
- I strongly object to any rezoning or plan that will allow any additional drainage to flow into the ditches along Galleon Street and/or Wright Avenue. It is not acceptable for any neighboring property owners to bear the burden of any additional development or any increased drainage from the Seaside Landing properties. The increased volume of drainage from the Seaside Landing properties already causes street flooding and breeding grounds for mosquitos. Any development that will result in any additional water into these ditches is not acceptable to property owners in the neighboring Nystrom Addition including myself.

Traffic.

- Will the City of Ingleside prohibit any ingress or egress points from the developed property directly onto Galleon Street in the Nystrom Addition?
- The Nystrom neighborhood is one of the oldest in Ingleside and the small streets of this neighborhood are designed only for light neighborhood traffic. These neighborhood streets simply to not have the capacity to handle any additional traffic generated by any commercial development on the Seaside Landing property.

Noise.

- What will the City of Ingleside do to minimize and mitigate noise that will result from any commercial development?
- As a point of reference, noise in our quiet neighborhood increased considerably after construction of the Seaside Landing apartment complex from things such as increased traffic on Seaside streets and driveways and from the placement of one of the Seaside Landing heavy commercial dumpsters directly across from our home where it is routinely and loudly emptied and replaced early in the mornings.
- Any additional noise caused by commercial development without any mitigation measures is not acceptable.

I respectfully request that the City of Ingleside address these questions and concerns. Thank you for your time and consideration.

Sincerely,
Steve Wright

Building

From: STEVE WRIGHT <wrightings@aol.com>
Sent: Friday, August 2, 2024 8:52 AM
To: Building
Subject: Additional Comments on Proposed Zoning Change from Steve Wright

[You don't often get email from wrightings@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Ms. Hawkins,

Good morning.

I also meant to ask in my email last night what the City of Ingleside will require landscaping-wise as a buffer between the proposed commercial development and the existing single family homes/lots in the neighboring Nystrom subdivision. Such a buffer is needed for aesthetic appeal as well as to mitigate negative impacts from loud sounds and glaring lights that will come from a commercial business on the property where the zoning change is requested.

Please attach this to the email and photos I sent last night.

Thank you again for your assistance.

Sincerely,
Steve Wright

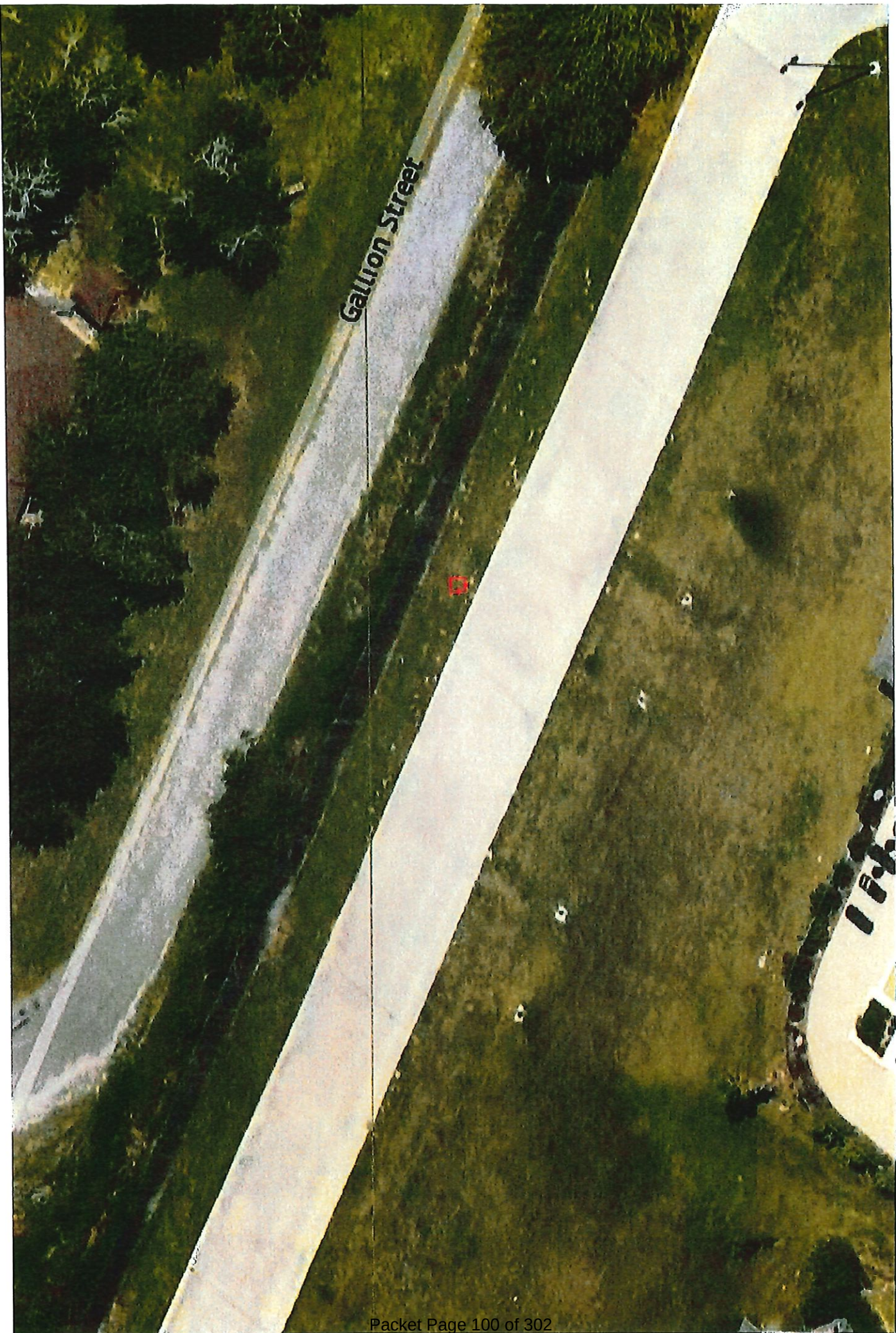
Steve Wright
512-963-3630



Gallion Street

2984 WRIGHT AVE











ORDINANCE NO. 2024-_____

**AN ORDINANCE CHANGING THE ZONING FOR THE FOLLOWING
PROPERTY LEGALLY DESCRIBED AS LT 2 SEASIDE LANDING APTS
ABST 185 WM MCDONOUGH SUR FROM ITS PRESENT ZONING OF M
(MULTIFAMILY) TO C-2 (GENERAL COMMERCIAL) AND FURTHER
PROVIDING FOR EFFECTIVE DATE, READING, SEVERANCE AND
PUBLICATION:**

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 legally described as LT 2 SEASIDE LANDING APTS ABST 185 WM MCDONOUGH SUR and referenced by property ID 115827 in the San Patricio County property records; and

WHEREAS, after complying with the statutory publication and notification requirements, on August 5, 2024, 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 M (Multifamily) to C-2 (General Commercial)

**LOT 2 SEASIDE LANDING APARTMENTS SUBDIVISION
AND MORE PARTICULARLY DESCRIBED AS**

LT 2 SEASIDE LANDING APTS ABST 185 WM MCDONOUGH SUR

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 13th day of August 2024 by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

First Reading: August 13, 2024

Second Reading: _____

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 13

Deliberate and take appropriate action on a request of Mr. Brian Yoder, from Battlin BBQ, a 501(c)(3) non-profit organization, to hold their annual BBQ state championship cook-off and fundraiser at N.O. Simmons Park on October 25th - 26th.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Mr. Brian Yoder, from Battlin BBQ, a 501(c)(3) non-profit organization, is seeking approval to hold their annual BBQ state championship cook-off and fundraiser at N.O. Simmons Park on October 25th - 26th. Mr. Yoder has requested setup on October 24th and take down on the 27th, along with the use of the football, soccer fields, basketball courts, picnic pavilions, and parking lot. Additional requests include handwashing stations, trash receptacles, electricity, water, and moving of soccer goals. He also seeks permission for extended park hours until 10pm on October 25th and 26th, overnight camping on those nights, and the sale and consumption of alcohol (restricted to 48 hours on October 25th and 26th). Teams will begin moving in at 12pm on the 25th, with the event running from 12pm to 10pm on the 26th. The expected attendance is 3,500 people.

FISCAL ANALYSIS:

Battlin' BBQ will be requesting the use of HOT funds for this event.

RECOMMENDATION:

Staff is recommending approval of the permit request.

ATTACHMENTS:

1. 2024 BATTLIN BBQ SIGNED

City of Ingleside

Special Use Permit

Name of Organization: Battlin' BBQ Non-Profit? Yes ☒ No ☐
Your Name: Brian Yoder HOT Fund Application? Yes ☒ No ☐
Address: 218 Sandpiper Dr City Portland Zip 78374
Phone (include area code): 361-222-1650 Email: battlinbbq@yahoo.com
Name of Event: 2024 Battlin' BBQ Cook off and Festival Date of Event: 10/24 to 10/27 of 2024
Estimated Attendance: 3,500

Facility Requested:

☐ Cove Park

☐ Faith Park:

☐ Garden Center

☐ Dixie Diegel Fields

☐ Other: _____

☐ Humble Community Center

☐ Live Oak Park:

☐ Disc Golf

☐ Tennis Courts

☐ Bennie Diegel Fields

☐ Other: _____

☒ N.O. Simmons Park:

☒ Basketball Pavilion

☒ Parking Lot

☒ Picnic Pavilion

☒ Soccer Fields

☐ Football Fields

☐ Other: _____

☐ Whitney Lake Park

Special Requests:

☒ Handwashing Stations

☐ Ticket Booths

☒ Trash Receptacles

☐ Barricades

☒ Move Soccer goals

☐ Temporary Fencing

☒ Electricity

☒ Water

Special Use Activities (check all that apply):

☒ Extended Hours of Park Operation • To 10 PM on 10/25 & 10/26

☒ Overnight Camping (10/25 & 10/26)

☒ Sale and/or Consumption of Intoxicating Beverages (limit of 48 hours) 10/25 to 10/26

☐ Street and/or Sidewalk Closure

☐ Other: _____

Specific time special use activity will take place: Team Move in 12 pm 10/25. 10/26 12pm - 10pm

Indicate set-up and take-down times: Set-up 10/24 . Take down 10/27

Applicant Initial BY

City of Ingleside

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

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

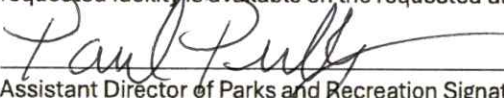


Signature of Adult Applicant

8/7/24
Date:

Verification Section:

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



Assistant Director of Parks and Recreation Signature

8-7-24
Date:

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

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

Mayor Signature

Date:

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 14

Deliberate and take appropriate action on the HOT Fund Application from Battlin' BBQ in the amount of \$31,896 for their event to be held October 24-27, 2024.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

HOT Funds have been awarded for this event for several years. Every year this event puts heads in beds and meets the requirements for using HOT Funds.
The projected expenses comply with Chapter 351 of the Texas Tax Code.

FISCAL ANALYSIS:

\$31,896 is included in the FY 2024/2025 Proposed Budget (Fund 21).

RECOMMENDATION:

Staff recommends approval of the HOT Fund Application in the amount of \$31,896.

ATTACHMENTS:

1. HOT Fund Battlin BBQ 2024

Application for HOT Tax Funding

(Due by June 1st of each year)

Date: 05/07/2024

Organization Information

Name of Organization: Battlin' BBQ

Address: 218 Sandpiper Dr

City, State, Zip: Portland, TX 78374

Contact Name: Brian Yoder

Contact Phone Number: 361-222-1650

Email: battlinbbq@yahoo.com

Website: www.battlinbbq.org

Address of Event: N.O. Simmons Park

Non-Profit or For-Profit status: Non-Profit

Tax ID#: 82-5020005

Entity's creation date: May 2018

Purpose of your organization: To raise funds for the families of children battling Cancer.

Event Information

Name of event or project: 2024 Battlin' BBQ Cook-Off and Festival

Date of event or project: 10/24/2024 - 10/27/2024

Primary location of event or project: N.O. Simmons Park

Amount requested: JC ~~\$33,165~~ 31,896

How will the funds be used? To cover expenses to promote the event and attract attendees in a 200 mile radius, raise funds to support our mission while utilizing local vendors and businesses, while also promoting the city of hokside.

Primary purpose of funded activity/ facility: To raise funds for local families whose children are battling Cancer thru Sanctioned bbq competitions, festivals and fund raisers

Percentage of Hotel Tax support of related costs

54

Percentage of total event costs covered by Hotel Occupancy Tax

0

Percentage of total facility costs covered by Hotel Occupancy Tax for the funded event

0

Percentage of staff costs covered by Hotel Occupancy Tax for the funded event

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

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

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of convention delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☐ c) **Advertising, solicitations, promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** Amount requested under this category: \$ _____
- ☒ d) **Promotion of the Arts that directly enhance tourism and the hotel & convention industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested under this category: \$ 10,500
- ☐ e) **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry:** historical restoration and preservation projects, activities, or advertising and conducting solicitation or promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____
- ☒ f) **Sporting event expenses that substantially increase economic activity at hotels:** Expenses including promotional expenses directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity. Amount requested under this category: \$ 22,665
- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
1. the commercial center of the city;
 2. a convention center in the city;
 3. other hotels in or near the city; or
 4. tourist attractions in or near the city.
- The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.
- Amount requested under this category: \$ _____
- What sites or attractions will tourists be taken to by this transportation? _____
- Will members of the general public (non-tourists) be riding on this transportation? _____
- What percentage of the ridership will be local citizens? _____

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

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

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

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

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

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project? 6 years
2. Expected Attendance: 3,500
3. How many area hotel rooms do you expect to be filled for this event? 20
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? yes - 20 rooms at the Sleep Inn
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year held	Assistance amount	Number of hotel rooms used
<u>October 2023</u>	<u>\$ 39,869</u>	<u>22</u>
<u>October 2022</u>	<u>\$ 55,538</u>	<u>8</u>
<u>October 2021</u>	<u>\$ 37,377</u>	<u>15</u>

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

Provide promotional 10% discount and room blocks

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

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

Free admission to increase traffic and participate in the activities. All profits will be donated to families.

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

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

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

yes

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

Participating hotels will be on market platforms and listed on website

12. What geographic areas does your advertising and promotion reach? Corpus Christi,
San Antonio, Austin, Valley, Houston

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

Expected attendance monthly/ annually: NA

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

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

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

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

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

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

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

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

Applicant (printed): Brian Yoder Reviewed by: [Signature]
Applicant (signature): [Signature] Reviewed by: [Signature]

Approved by City Council on: _____
Approved Amount: _____

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

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

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

ADDENDUM A

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

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

Signature of Applicant: _____



Printed Name of Applicant: _____

Brian Yoder

Date of Signature: _____

05/07/2024

Business Name	Contact	Category	Type of Service	Details	Expected Cost	Actual Cost	Paid	Notes	E-Mail	Phone #
Premiere Wrestling	Marin Green	Outside Services - Artistic	Live Wrestling - Entertainment for kids	3 hrs. of professional wrestling	\$1,200			12AM - 2PM		
FFF Entertainment	Fabian Flores	Outside Services - Technical	DJ / Sound System	Friday and Saturday	\$1,200			With Screen		
Seattle Rhyth		Outside Services - Artistic	Band	?????	\$6,000			6PM to 8 PM		
Seawalker People	Tim Russell	Outside Services - Artistic	Band	Seawalker People	\$1,000			200PM - 3 PM	SeawalkerPeople@gmail.com	
Texas Grime	Robert Jesus	Equipment Rental	Ten Dumpster	20 Yard Dumpster	\$400	\$0.00	\$0.00	Drop Off Friday		
North Pines Golf Cart		Equipment Rental	Five 4 Seater ATVs	\$150 Each - 2 Days plus delivery fees	\$2,250			Drop off Friday Morning 08:10AM Pick up Saturday at 10 AM		361-420-2401
United Rentals	Tiffany Rush	Equipment Rental	Restrooms with Hand Sanitizer	25 Restrooms	\$2,000			To pay after event - Delivery on Friday Morning 11 AM	Unit@ur.com	
BAT Bands		Equipment Rental	4 Solid Bathroom Trailer	Bathroom Solid Trailer	\$2,000			Friday Morning	Jason@batbands.com	361-424-0223
			Tents for Judges / Committee / Tents for Staff / Reception / Attendance Coordination	Three 30 x 30 Tents, Set Up and Delivery Tent 30 x 30 (Ten - Set up and Delivery) 40 6 foot tables and 240 Chairs	\$2,200					
			Stage - For 2 Days	30 x 18 Stage	\$2,200					361-424-0223
Equipment Rental Total					\$8,800	\$0.00	\$0.00			
Hivent Radio	Yvonne Culmeac	Promotion / Printing	Radio Advertisement	Heart Radio				C101, 1020, 96.5, 93.5		
87.5 KFTX	Ashley Wick	Promotion / Printing	Radio Advertisement	87.5 KFTX	\$2,000					
1440 Keys	Terry Shannon	Promotion / Printing	Radio Advertisement	1440 Keys						
RE Productions	Robert Rodriguez	Promotion / Printing	Commercial Production	Produce commercial to air	\$750			Photo of event		
Facebook		Promotion / Printing	Social Media Advertisement	Facebook Advertisement	\$400					
Viva Print		Promotion / Printing	Banners / Signs	Banners / Signs	\$273.33					
Promotional / Printing Total					\$1,173	\$0.00	\$0.00			
Fluore Advertising		Other	Event Charts		\$1,125					
Amazon		Other	Event Tables	106 of 2,000	\$22					
Amazon		Other	Event Stands	3 stands of 500	\$150					
Amazon		Other	Disposable Cutlery for BBQ Judges	1500 Individually wrapped fork and knife packets	\$100					
Adult One		Other	Event Tickets	600 Total	\$400					
Other Total					\$1,697	\$0.00	\$0.00			
Champions BBQ Association	Mario Aguero	Outside Services - Administrative	Champions BBQ Association Judges / Fees	Judges - Fee and mileage	\$375			1 Room 1 Night		
Champions BBQ Association	Sean Trevino	Outside Services - Administrative	Champions BBQ Association Judges / Fees	Judges - Fee and mileage	\$375			1 Room 1 Night		
Champions BBQ Association	Sean Trevino	Outside Services - Administrative	Champions BBQ Association Judges / Fees	Initial Seating Fee	\$75	\$75.00	\$75.00			
Champions BBQ Association		Outside Services - Administrative	Champions BBQ Association Judges / Fees	Sandwiched Event Food	\$275			To be paid after event		
Injustice P.O.		Outside Services - Administrative	Security	Officer Ryan Breaux	\$720			\$720 Each - 12 hour shifts		
Injustice P.O.		Outside Services - Administrative	Security	Officer James Pope	\$720			\$720 Each - 12 hour shifts		
Personnel Total					\$2,030	\$75.00	\$75.00			
Grand Total					\$33,165	\$75.00	\$75.00			
					Expected Cost	Actual Cost	Amount Paid			
Business Name	Contact	Category	Type of Service	Details	Expected Cost	Actual Cost	Paid	Notes	E-Mail	Phone #
Cig-lic		Kid Entertainment	Rock Wall, Q-Force, Attendance	No Games/Prizes Needed	\$2,200	\$1,697		Set up Saturday Morning 12:30pm - 5:00pm		
Stuntz Woodworks	David Stauchburger		Awards	9 Wooded Awards	\$207	\$210				
Corriente Ductile			Awards	2 Belt Buckles	\$105	\$105				
Wicked Console			Awards	6 Total awards	\$120	\$0		Not Needed		
J. Lee			Awards	120 - 200 bags with treasure	\$800	\$275		Delivery Saturday 9 AM		
L&F Distributors	Marlin	Beer	Beer	Keg Beer and Truck	\$2,100	\$070		Demanded 4 of 7		361-765-4204
Amazon		Snacks / Prizes for Games			\$107	\$40				
T&BC			T&BC Special Permit		\$400	\$00				
Shap Inn	Karen MagawWaldrop	Hobles	4 Rooms Total - 6 Nights Total - 2 Beds Each		\$0.00	\$400		Rooms @ \$70 each + Tax (\$80)	shapinn@shapinn.com	361-420-3402

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

A. Expenditures	a. Applicant's Grant Request	b. Cash from all other sources	c. In-kind (no cash paid for services)	Total of a, b & c
1. Personnel				
Administrative	\$0			
Artistic	\$0			
Technical	\$0			
Other Personnel	\$0			
2. Fees for outside professional services				
Administrative	\$2,353			
Artistic	\$9,000			
Technical/Other	\$1,500			
3. Space Rental	\$0			
4. Equipment Rental	\$13,355			
5. Travel/Transportation	\$0			
6. Promotion/Printing	\$5,175			
7. Costumes/Royalties	\$0			
8. Other (supplies, postage, etc.)	\$1,600			
		Total Expenditures		\$33,165
B. Revenues - (For this project only) include in-kind services				
1. This grant request				\$33,165
2. Admission & ticket sales				\$8,000
3. Concessions				\$6,500
4. Individual donations				\$12,000
5. General funds budgeted				\$2,000
6. Additional grants				
a. Arts				
b. Chamber				
c. Other				
	Total Income & Contributions			\$61,665
	Total In-kind			
		Total Revenues		\$61,665

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 15

Deliberate and take appropriate action on the Ingleside Chamber of Commerce's amended request for the use of N.O. Simmons Park for the Ingleside Round Up Days & Music Festival to be held March 21-23, 2024.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Chamber of Commerce is seeking permission to utilize N.O. Simmons Park from March 21 to 23, 2025, for the annual Round Up Days and Music Festival. The chamber has asked the city to ease the noise ordinance for the event, and City Ordinances does permit relaxation. The Chamber acknowledges the noise ordinance regulations state: The making of noise on property zoned anything other than residential or industrial as defined by City Code chapter 78, which exceeds the decibel level hereafter stated, when measured from property under separate ownership or occupancy: 85 decibels in the daytime; 85 decibels in the evening; and 80 decibels in the nighttime. Outdoor concerts are usually at sound levels between 90-100 decibels at the neighboring property line.

The Chamber of Commerce is committed to complying with this requirement and to positioning speakers away from neighboring properties.

An excerpt from House of Music Productions states the following:

When it comes to outdoor events, most people assume that volume is not a big deal. Though you do not have as many volume constraints on sound levels with outdoor events, making sure you are within the limits is still important. Knowing about outdoor event sound limits can help you determine if an event is safe for you to attend or not. Live events sound limits for most States and venues, the recommended limit for events in any part of the venue or the space should not exceed 107 decibels. This is to protect the hearing of the people attending the concert or event. Hearing damage can occur at 70 decibels for a prolonged period of time. This means that if you are at a concert for a prolonged amount of time and the decibel level is over 70 dB, you may notice temporary hearing loss or temporary negative hearing effects. Immediate harm can occur to your ears if you are exposed to sounds that are over 120 decibels. That is why the limit for any concert is only 107 dB. If you are exposed to a sound that is higher than that for too long, it can lead to permanent hearing damage and even permanent hearing loss.

Why Are Sound Level Limits Important? Making sure that events have a sound level limit is important for several reasons. First, if you are exposed to sounds that are too high, it can cause a ton of hearing damage and can even cause permanent hearing loss. Another thing that sound

limits help with is actually enjoying the events. We have all been to an event that was just a little bit too loud; it makes it hard to enjoy your time, it makes it nearly impossible to talk to other people that are at the event with you, and it can make it hard to actually hear the band or performer that is performing as well. It is always a good idea to have sound limits at any event, even with outdoor events, so that people can actually enjoy the event and enjoy the band or performer there. Though you might feel that this is a bit of a buzz kill for some, sound limits for live events are in place to protect the people at the event and the performers and the workers at the event.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval of this permit contingent on the sound level at the property line not exceed 100 decibels.

ATTACHMENTS:

1. 2024 ROUND UP DAYS SIGNED

City of Ingleside

Special Use Permit

Name of Organization: Ingleside Chamber of Commerce & Visitor Center Non-Profit? Yes ☒ No ☐

Your Name: Barbara Gregg HOT Fund Application? Yes ☒ No ☐

Address: 2809 Main Street City Ingleside Zip 78362

Phone (include area code): 361-776-2906 Email: inglesidetxchamber@gmail.com

Name of Event: Ingleside Round Up Days & Music Festival Date of Event: March 21, 22, & 23, 2025

Estimated Attendance: 10,000

Facility Requested:

☐ Cove Park

☐ Faith Park:

☐ Garden Center

☐ Dixie Diegel Fields

☐ Other: _____

☐ Humble Community Center

☐ Live Oak Park:

☐ Disc Golf

☐ Tennis Courts

☐ Bennie Diegel Fields

☐ Other: _____

☒ N.O. Simmons Park:

☒ Basketball Pavilion

☒ Parking Lot

☒ Picnic Pavilion

☒ Soccer Fields

☒ Football Fields

☒ Other: Field by Water Tower

☐ Whitney Lake Park

Special Requests:

☒ Handwashing Stations

☒ Ticket Booths

☒ Trash Receptacles

☒ Barricades

☒ Move Soccer goals

☒ Temporary Fencing

☒ Electricity

☒ Water

Special Use Activities (check all that apply):

☒ Extended Hours of Park Operation

☒ Overnight Camping

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

☒ Street and/or Sidewalk Closure

☒ Other: Relaxation of Noise Ordinance Requesting noise be at Outdoor Concert Level.

Specific time special use activity will take place: 3/21/25 5pm-12am; 3/22/25 11am-12am; 3/23/25 noon-6pm

Indicate set-up and take-down times: Carnival arrives 3/17/25 Set up starts 3/19 Breakdown 3/23/25- 3/24/2025

Applicant Initial BG

City of Ingleside

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

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

Barbara Gregg
Signature of Adult Applicant

7/3/2024
Date:

Verification Section:

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

Paul Pully
Assistant Director of Parks and Recreation Signature

8-7-24
Date:

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

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

Mayor Signature

Date:

On July 19, 2024 the City Manager & the President of the Ingleside Chamber met to discuss the sound at the 2025 Round Up Days.

After our meeting it was agreed that we should look at setting the noise decimal range at the level of an outdoor concert.

The Ingleside Chamber will have our sound technician available at the next board meeting to answer any questions about sound and placement of stage the City Council may have.

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 16

Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the Ingleside Round Up Days & Music Festival in the amount of \$48,400 for their event to be held March 21-23, 2024.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

HOT Funds have been awarded for this event for several years. Every year this event puts heads in beds and meets the requirements for using HOT Funds.

The projected expenses comply with Chapter 351 of the Texas Tax Code.

FISCAL ANALYSIS:

\$48,400 is included in the FY 2024/2025 Proposed Budget (Fund 21).

RECOMMENDATION:

Staff recommends approval of HOT Fund Application in the amount of \$48,400.

ATTACHMENTS:

1. HOT Fund RU2025

Application for HOT Tax Funding

(Due by June 1st of each year)

Date: 5/20/2024

Organization Information

Name of Organization: Ingleside Chamber of Commerce & Visitors Center
 Address: 2809 Main Street
 City, State, Zip: Ingleside, TX 78362
 Contact Name: Barbara Gregg Contact Phone Number: 361-776-2906
 Email: inglesidetxchamber@gmail.com Website: inglesidetxchamber.com
 Address of Event: 2867 Ave J (N.O. Simmons Park)
 Non-Profit or For-Profit status: 501 (c) 6 Tax ID#: 74-2251297
 Entity's creation date: 1982

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

Event Information

Name of event or project: Ingleside Round Up Days & Music Festival
 Date of event or project: March 21st, 22nd and 23rd, 2025
 Primary location of event or project: N.O. Simmons Park
 Amount requested: ~~\$ 60,500.00~~ 48,400
 How will the funds be used? To promote the City of Ingleside by hosting a family friendly event that will draw visitors to Ingleside
 Primary purpose of funded activity/ facility: To promote tourism while partnering with hotels and businesses.

Percentage of Hotel Tax support of related costs

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

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

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

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of convention delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, solicitations, promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 40,000.00
- ☒ d) **Promotion of the Arts that directly enhance tourism and the hotel & convention industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested under this category: \$ 20,500.00
- ☐ e) **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry:** historical restoration and preservation projects, activities, or advertising and conducting solicitation or promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____
- ☐ f) **Sporting event expenses that substantially increase economic activity at hotels:** Expenses including promotional expenses directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity. Amount requested under this category: \$ _____
- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
1. the commercial center of the city;
 2. a convention center in the city;
 3. other hotels in or near the city; or
 4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

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

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

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

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

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

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project? 5 years
2. Expected Attendance: 10000
3. How many area hotel rooms do you expect to be filled for this event? 10
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We will negotiate a rate with hotels
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year held	Assistance amount	Number of hotel rooms used
<u>March 2024</u>	<u>\$60,500.00</u>	<u>23</u>
<u>March 2023</u>	<u>\$57,800.00</u>	<u>20</u>
<u>March 2022</u>	<u>\$54,000.00</u>	<u>21</u>

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

Survey on Hotel rooms based on special

7. Please list other organization, government entities, and grants that have offered financial support to your project: None

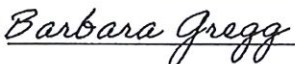
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? Admission of \$5.00 ,
We will also charge a fee for food trucks and vendors. Profit will help other events planned for
the year.
9. Please list all promotion efforts your organization is coordinating:
☒ Digital
☒ Radio
☒ TV
☒ Social Media
☒ Billboards (75 miles & over)
☐ Other: _____
10. Will you negotiate a special rate or hotel/ event package to attract overnight stays?
Yes
11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
We will continue to advertise on social media and webpage our hotels inviting people to stay
in Ingleside.
12. What geographic areas does your advertising and promotion reach? Over 75 miles
13. If the funding requested is related to a permanent facility (e.g., museum, visitor center):
Expected attendance monthly/ annually: _____
Percentage of those in attendance that are staying at area hotels/ lodging facilities: ____%
14. What method will you use to document how many attendees will stay overnight in a hotel room in Ingleside?
☒ Questionnaire or survey
☒ Registration form
☐ Guest book
☐ Hotel room block report
☐ Other, please describe: _____
15. Please attach the following to the application prior to submission:
☐ Your organization's most recent financial statements, including a copy of the most current audit or review conducted. If a formal audit is not conducted, please describe the mechanism used by your organization to validate expenses (i.e., does the Board review?).
☒ A copy of your agency's IRS tax exempt certificate.
☐ Your organization's current budget, approved by your organization's board.

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

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

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

Applicant (printed): Barbara Gregg Reviewed by: 

Applicant (signature):  Reviewed by: 

Approved by City Council on: _____

Approved Amount: _____

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

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

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

ADDENDUM A

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

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

Signature of Applicant: Barbara Gregg

Printed Name of Applicant: Barbara Gregg

Date of Signature: 5/20/2024

	A	B	C	D
1	2025 Ingleside Round Up Days and Music Festival			
2				
3	Category D			
4	Entertainers Friday 3-21-25	Cost		
5	TBD	\$ 7,500.00		
6	Entertainers for Saturday 3-22-25			
7	TBD	\$ 11,000.00		
8	Entertainers for Sunday 3-23-25	\$ 2,000.00		
9	TBD			
10	Total	20,500.00		
11				
12	Category C			
13	Fencing	\$ 2,800.00		
14	Tents	\$ 1,800.00		
15	Bathrooms	\$ 8,200.00		
16	Wash Stations			
17	Hand Sanitizer Stations			
18	Trash Containers			
19	Trash Roll-Offs			
20	TABC License	\$ 300.00		
21	Stage& Sound	\$ 6,000.00		
22	Advertising	\$ 8,000.00		
23	Generators	\$ 2,000.00		
24	Light Towers	\$ 2,000.00		
25	Electrician	\$ 2,000.00		
26	RV for bands	\$ 1,800.00		
27	VIP Food	\$ 1,100.00		
28	Petting Zoo	\$ 2,000.00		
29	Pony rides	\$ 2,000.00		
30				
31				
32	Total	\$ 40,000.00		
33				
34				
35	Amount Requested in Hot Funds	\$ 60,500.00		

Ingleside Round Up 2025

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

A. Expenditures	a. Applicant's Grant Request	b. Cash from all other sources	c. In- kind (no cash paid for services)	Total of a, b & c
1. Personnel	\$60,500.00			\$60,500.00
Administrative				
Artistic				
Technical				
Other Personnel				
2. Fees for outside professional services				
Administrative	\$30,000.00			\$30,000.00
Artistic	\$20,500.00			\$20,500.00
Technical/Other				
3. Space Rental				
4. Equipment Rental				
5. Travel/Transportation				
6. Promotion/Printing	\$10,000.00			\$10,000.00
7. Costumes/Royalties				
8. Other (supplies, postage, etc.)				
		Total Expenditures		\$60,500.00
B. Revenues - (For this project only) include in-kind services				
1. This grant request		\$60,500.00		
2. Admission & ticket sales				
3. Concessions				
4. Individual donations				
5. General funds budgeted				
6. Additional grants				
a. Arts				
b. Chamber				
C. Other				
	Total Income & Contributions			
	Total In-kind			
		Total Revenues		\$60,500.00

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 17

Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the Ingleside Renaissance Faire in the amount of \$101,000 for their event to be held December 14-15, 2024.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

This event was last held in 2018. The City asked the Chamber to bring the event back because it was a big draw for Ingleside.

The Chamber intends to use all methods to advertise the event to get the word out that the event is back.

This event has produced heads in beds in the past and is expected to do the same this year. The projected expenses comply with Chapter 351 of the Texas Tax Code.

FISCAL ANALYSIS:

\$101,000 is in the proposed FY 2024/2025 HOT Fund Budget (Fund 21).

RECOMMENDATION:

Staff recommends approval of the HOT Fund Application for \$101,000.

ATTACHMENTS:

1. HOT Fund RenFair2024

Application for HOT Tax Funding

(Due by June 1st of each year)

Date: 5/20/2024

Organization Information

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

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

Event Information

Name of event or project: Ingleside Renaissance Faire
Date of event or project: December 14th & 15th, 2024
Primary location of event or project: Live Oak Park

Amount requested: \$ \$101,000.00
How will the funds be used? To promote the City of Ingleside in a family focused event that will draw visitors to Ingleside.

Primary purpose of funded activity/ facility: To promote tourism while partnering with our businesses and hotels.

Percentage of Hotel Tax support of related costs

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

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

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

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of convention delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, solicitations, promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 96,871.00
- ☒ d) **Promotion of the Arts that directly enhance tourism and the hotel & convention industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested under this category: \$ 4,129.00
- ☐ e) **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry:** historical restoration and preservation projects, activities, or advertising and conducting solicitation or promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____
- ☐ f) **Sporting event expenses that substantially increase economic activity at hotels:** Expenses including promotional expenses directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity. Amount requested under this category: \$ _____
- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
1. the commercial center of the city;
 2. a convention center in the city;
 3. other hotels in or near the city; or
 4. tourist attractions in or near the city.
- The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.
- Amount requested under this category: \$ _____
- What sites or attractions will tourists be taken to by this transportation? _____
- Will members of the general public (non-tourists) be riding on this transportation? _____
- What percentage of the ridership will be local citizens? _____

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

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

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

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

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

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project? 20 but stopped event in 2018
2. Expected Attendance: 2000-2500
3. How many area hotel rooms do you expect to be filled for this event? 10
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? neigotiate a room rate
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

7. Please list other organization, government entities, and grants that have offered financial support to your project: None

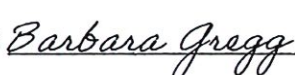
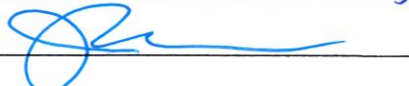
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? Yes, \$10.00
we anticipate a net profit but not sure how much. The profits if any will
fund other events and a portion will go to our Chamber Foundation
9. Please list all promotion efforts your organization is coordinating:
☒ Digital
☒ Radio
☒ TV
☒ Social Media
☒ Billboards (75 miles & over)
☐ Other: _____
10. Will you negotiate a special rate or hotel/ event package to attract overnight stays?
yes
11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? survey
12. What geographic areas does your advertising and promotion reach? 75 miles & beyond
13. If the funding requested is related to a permanent facility (e.g., museum, visitor center):
Expected attendance monthly/ annually: _____
Percentage of those in attendance that are staying at area hotels/ lodging facilities: ____%
14. What method will you use to document how many attendees will stay overnight in a hotel room in Ingleside?
☒ Questionnaire or survey
☐ Registration form
☐ Guest book
☐ Hotel room block report
☐ Other, please describe: _____
15. Please attach the following to the application prior to submission:
☒ Your organization's most recent financial statements, including a copy of the most current audit or review conducted. If a formal audit is not conducted, please describe the mechanism used by your organization to validate expenses (i.e., does the Board review?).
☒ A copy of your agency's IRS tax exempt certificate.
☐ Your organization's current budget, approved by your organization's board.

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

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

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

Applicant (printed): Barbara Gregg Reviewed by: 

Applicant (signature):  Reviewed by: 

Approved by City Council on: _____

Approved Amount: _____

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

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

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

ADDENDUM A

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

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

Signature of Applicant: Barbara Gregg

Printed Name of Applicant: Barbara Gregg

Date of Signature: 8/1/2024

	A	B	C	D
1	2024 Ingleside Renaissance Faire Hot Funds Request			
2				
3	HOT Funds Account "C"			
4	Advertising	Cost		
5	TV	\$ 8,500.00		
6	Radio	\$ 3,000.00		
7	Digital	\$ 6,500.00		
8	Billboards	\$ 55,000.00		
9	Newspapers	\$ 2,000.00		
10				
11	Administration	\$ 21,871.00		
12				
13				
14	Total for Category C	\$ 96,871.00		
15				
16				
17	HOT Funds Account "D"			
18	Graphic Arts	\$4,129.00		
19				
20				
21	Hot Funds Requested	\$ 101,000.00		

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

A. Expenditures	a. Applicant's Grant Request	b. Cash from all other sources	c. In-kind (no cash paid for services)	Total of a, b & c
1. Personnel				
Administrative				
Artistic				
Technical				
Other Personnel				
2. Fees for outside professional services				
Administrative	\$21,871.00			\$21,871.00
Artistic	\$4,129.00			\$4,129.00
Technical/Other				
3. Space Rental				
4. Equipment Rental				
5. Travel/Transportation				
6. Promotion/Printing	\$75,000.00			\$75,000.00
7. Costumes/Royalties				
8. Other (supplies, postage, etc.)				
		Total Expenditures		\$101,000.00
B. Revenues - (For this project only) include in-kind services				
1. This grant request	\$101,000.00			
2. Admission & ticket sales				
3. Concessions				
4. Individual donations				
5. General funds budgeted				
6. Additional grants				
a. Arts				
b. Chamber				
c. Other				
	Total Income & Contributions			
	Total In-kind			
		Total Revenues		\$101,000.00

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 18

Deliberate and take appropriate action on approval of the Ingleside Development Corporation 2024/2025 Work Plan.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Development Corporation Board of Directors unanimously voted to approve the 2024/2025 Work Plan on July 16, 2024. The plan now goes to City Council for review and approval.

FISCAL ANALYSIS:

FY 2024/2025

RECOMMENDATION:

The Ingleside Board of Directors recommend City Council approval of their 2024/2025 Work Plan.

ATTACHMENTS:

1. IDC Work Plan 2024-2025



Dear Mayor and City Council Members:

Each fiscal year, the Ingleside Development Corporation (IDC) submits a budget and work plan to the City Council for review and approval. This page outlines the IDC Work Plan, as created by the Board of Directors, for your consideration. This accompanies our proposed budget for fiscal year 2024/2025 for your review and approval.

2024/2025 IDC WORK PLAN

The IDC Board recognizes the importance of Quality of Place. This has a direct effect on the health and vitality of our City. As we improve our Quality of Place, we will enhance Ingleside for our citizens.

The top priorities are:

1. Grants- The IDC offers a Business Improvement Grant (BIG) and a Façade Grant to assist Ingleside businesses.
2. Quarterly report to City Council.
3. Beautification- The IDC Board understands the need to enhance the beauty of Ingleside and will:
 - a. Continue to assist businesses with beautifying the exterior of their facility with the grant programs;
 - b. The impetus behind the creation of Cleanup Ingleside;
 - c. Continue to partner with the Code Compliance Department to address issues;
 - d. Bring the Vessel Turn In Program to Ingleside in October.
4. Retail Recruitment- The IDC Board is advancing retail recruitment:
 - a. IDC negotiated rate to retain Retail Coach to assist with marketing;
 - b. The Executive Director attends trade shows in recruitment efforts and continues to build relationships in the commercial environment.
5. Parks- The IDC Board retained Freese & Nichols to construct a Parks Master Plan in 2019. The Parks Master Plan was formally adopted by City Council on January 19, 2021. This is a living document and as such the IDC Board will:
 - a. Continue to work with the City to identify and encourage improvement opportunities in the park system;
 - b. Continue to champion updates to Faith Park;
 - c. Fund a digital sign for N.O. Simmons Park at the request of City Council;
 - d. Fund a new basketball pavilion at Faith Park.
6. Debt capacity of the corporation
 - a. Evaluate

Please understand that this is a living document. Some priorities may change as the year progresses or as situations change. Also, some of these priorities will be long term either in developing or instituting. In those instances, the priorities may be carried over to the work plan for future years.

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 19

Deliberate and take appropriate action on approval of the Ingleside Development Corporation FY 2024-2025 Budget.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Development Corporation Board of Directors unanimously voted to approve their FY 2024/2025 Budget on July 16, 2024, and send to the City Council for their approval. A new Fund (Fund 24) was created to track the 10% revenue promotional item allowed by LGC 505.103.

FISCAL ANALYSIS:

FY 2024/2025 Budget (Funds 23 & 24)

RECOMMENDATION:

Ingleside Development Corporation Board of Directors recommend approval of the FY 2024/2025 Budget as presented.

ATTACHMENTS:

1. IDC 24.25 budget7.16.24

INGLESIDE DEVELOPMENT CORPORATION
PROPOSED BUDGET FOR FISCAL YEAR 2024-2025

FUND 23 INGLESIDE DEVELOPMENT CORPORATION AND FUND 24 IDC PROMOTIONAL SALES TAX

FUND 23 INGLESIDE DEVELOPMENT CORP.	23/24 BUDGET	ACTUAL 3.31.24	PROPOSED BUDGET
<u>REVENUES</u>			
TAX REVENUES	490,000	244,013	400,000
UB TAX	2,904		3,636
OTHER REVENUE	111,817	79,064	111,817
TOTAL REVENUES	604,721	323,077	515,453
<u>EXPENSES</u>			
500-140 CAR ALLOWANCE	3,000	1,500.00	3,000
500-201 OFFICE SUPPLIES	5,000	174.58	4,000
500-202 POSTAGE	200	0.00	200
500-204 COPIES/PRINTING	1,000	11.94	500
500-214 UNIFORMS/WEARING APPAREL	1,000	15.00	800
500-405 ADVERTISING	10,000	0.00	3,000
500-438 ERRORS & OMISSIONS	400		400
500-460 SOFTWARE MAINTENANCE	1,000	0.00	500
500-465 ATTORNEY FEES	1,000	0.00	2,000
500-474 WEBPAGE EXPENSES	10,000	0.00	10,100
500-480 ECONOMIC DEVELOPMENT	30,000	2,150.00	25,000
500-484 CONTRACT SERVICES	4,800	0.00	0
500-510 TRAINING & TRAVEL	30,000	265.99	25,000
500-515 DUES & SUBSCRIPTIONS	10,000	264.00	4,000
500-545 PARKS & RECREATION	100,000	0.00	0
500-547 BEAUTIFICATION	10,000	71.92	10,000
500-548 WORKFORCE	1,000	0.00	0
500-561 BRE BUSINESS	7,500	0.00	7,500
500-562 NEW BUSINESS DEVELOPMENT	50,000	0.00	25,000
500-563 CORPORATE ATTRACTIONS	100,000	3,750.00	25,000
500-662 TRADE SHOWS	20,000	3,298.76	25,000
500-731 FACADE GRANT	25,000		25,000
500-732 BIG GRANT	100,000	10,000.00	50,000
500-990 CITY CONTRACT	50,000	25,000.00	50,000
500-994 TRSFR TO FUND 24-IDC 10%			51,545
*** TOTAL EXPENDITURES ***	570,900	46,502	347,545
Revenues over Expenditures	33,821		167,908
<u>FUND 24 IDC PROMOTIONAL SALES TAX</u>			
	23/24 BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET
<u>REVENUES (10% for promotional fund)</u>			
4923 TRSFR FROM FUND 23-IDC 10%		26,914	51,545
TOTAL REVENUES SET ASIDE	0	26,914	51,545
<u>EXPENSES (CAPITAL)</u>			
500-741 Capital - Digital Sign			50,000
500-742 Capital - Basketball Pavilion			200,000
*** TOTAL CAPITAL EXPENDITURES ***	0	0	250,000

CITY COUNCIL AGENDA
Regular Meeting: August 13, 2024

AGENDA ITEM: 20

Deliberate and take appropriate action on a Memorandum of Understanding between the City of Ingleside and the Ingleside Independent School District regarding the use and maintenance of the Live Oak Park Tennis Courts.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside and the Ingleside ISD are in the process of establishing a Memorandum of Understanding (MOU) for the shared use and maintenance of the tennis courts located at Live Oak Park. The Ingleside ISD has expressed an interest in sharing the use and upkeep of the tennis courts at Live Oak Park. Typically, agreements between government agencies are accomplished by the use of an MOU. The City of Ingleside's legal department has drafted the MOU and it is attached here.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the approval of the MOU regarding the Live Oak Tennis Courts.

ATTACHMENTS:

1. School MOU Tennis Courts

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF INGLESIDE AND INGLESIDE ISD
FOR USE OF CITY TENNIS COURTS**

This Memorandum of Understanding ("**Agreement**") is entered into by and between **CITY OF INGLESIDE**, a Texas municipality ("**City**"), and **INGLESIDE INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district ("**District**"), hereinafter referred to collectively as the "**Parties**." In consideration for the mutual promises contained herein, the Parties hereby agree as follows:

1. Purpose

The purpose of this Agreement is to facilitate use of certain City-owned facilities by the District and establish the terms and conditions of such use. Facility use by the District shall comply with applicable federal, state and local law at all times. The City retains the right to use the Premises for any other uses that do not materially interfere with the District's rights to use the Premises as set forth in this Agreement.

2. Description of Facilities and Intended Use

This Agreement authorizes use of the Tennis Courts (hereinafter referred to as "**Facilities**") located within Live Oak Park, a City-owned recreational area located at **1874 Port Avenue, Ingleside, Texas 78362**, as well as any other portion of the premises appurtenant to the uses permitted by this Agreement, e.g. roadways for ingress/egress, parking lot, etc., as set forth in this Agreement.

This Agreement authorizes the exclusive use the Facilities solely for purposes relating to the District's tennis program for student athletes. **Such exclusive use shall be limited to 4:30PM to 6:00 PM CST on each weekday from January to April of each year.** The District shall not have any special right to access or use any other City-owned property at Live Oak Park or any other City park by virtue of this Agreement, and the Facilities shall remain open to the public except for the times/dates specified herein. The District may place a sign(s) at the Facilities to communicate its exclusive use.

The District shall safeguard the Facilities and ensure that District's employees, volunteers, students or invitees do not gain improper access to or have unauthorized use of City-owned property. Notwithstanding any other terms or conditions set forth herein regarding improvements to the Facilities, the District agrees to accept the Facilities AS-IS, and the City makes no representations or promises as to the condition of the Facilities for any specific use that may be permitted under this Agreement.

3. Maintenance and Improvements: The District agrees to repair or replace any nets or other hardware prior to January 1st of each year that this MOU is in effect so that the Facilities are adequately equipped to play tennis. The District also agrees to repaint bound and maintain boundary lines. The District may submit a request in writing to the City at any time to repair the tennis court if the District believes that such repair is necessary; however, the City retains sole discretion to determine whether such repair or replacement is necessary and appropriate. The City

shall not be responsible for providing any other equipment or materials to the District, e.g. tennis balls, rackets, etc.

The Parties agree to negotiate in good faith to share the cost of any other maintenance relating to the playing surface on the Facilities, including surface repairs/treatments, provided that the District's contribution to such maintenance efforts shall not exceed six thousand dollars (\$6,000) for any single calendar year unless the District elects to increase its contribution beyond that amount.

The District agrees to leave the Facilities in substantially the same condition as exists when the District's employees, volunteers, and/or student-athletes arrive at the Facilities each day of use, including proper removal of any trash, equipment, or other materials brought into the Facilities as a result of the District's use of the Facilities under this Agreement.

3. Fees for Use

Recognizing the public benefit of District's proposed use of the Facilities, the City has elected to waive any usage fees or security deposits that might otherwise be imposed, but reserves the right to unilaterally amend this agreement to require such fees and/or security deposit at any time between May 1st and November 1st of each year that that this MOU remains in effect, and shall provide the District with at least sixty (60)-days notice prior to assessing any such fees and/or security deposit.

4. Term of Agreement

This Agreement shall become effective upon the date of last signature by the Parties hereto, and shall remain effective for an initial term that expires on **June 30, 2025**. This Agreement shall be automatically renewed on September 1st of each subsequent school year for one (1) additional term that expires on June 30th of that same school year, unless terminated by either Party. Either Party may terminate this Agreement at any time by providing at least sixty (60)-days written notice to the other Party.

5. Responsibility for Special Clean-Up Costs

The District agrees to remove, clean, rearrange, and/or dismantle any items brought in, and leave the Facilities in clean, good working order upon completion of any of District's activities and upon termination of this Agreement. Failure of District to comply with this requirement following any use of the Facilities by the District shall permit the City to undertake, without further notice, appropriate cleanup procedures and the District shall be charged a cleanup fee calculated at an hourly rate of \$20.00/hour for each hour of labor performed by an employee or agent of the City, and such fee must be paid within thirty (30) days of receiving an invoice for same from the City, as failure to submit timely payment under this section shall authorize the City, at its sole discretion, to immediately terminate this Agreement upon delivery of written notice of termination to the District.

6. Responsibility for Damage to City Property

The District shall be responsible for the cost of repairing physical damage to the City's property arising from or attributable to the District's use of the Facilities. District's shall pay for all such costs within thirty (30) days of receiving written demand for such costs. Failure to submit timely payment under this section shall authorize the City, at its sole discretion, to immediately terminate this Agreement upon delivery of written notice of termination to the District.

7. Signage and Iconography

District shall not, except during the days and hours of use described above, place any sign, symbol or object on the Facilities identifying it as being used exclusively by the District.

8. Release of Liability

District hereby FULLY AND GENERALLY RELEASES, ACQUITS and FOREVER DISCHARGES CITY, its officers, employees, agents, and volunteers in their individual and official capacities (collectively "City Personnel") from any and all claims and causes of action, whether known or unknown, connected with or arising out of the use of Facilities. **THE DISTRICT UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, DISTRICT WAIVES ANY RIGHT DISTRICT MAY HAVE, INCLUDING, BUT NOT LIMITED TO, ITS EMPLOYEES, VOLUNTEERS, OR STUDENT-ATHLETES, TO SUE CITY IN CONNECTION WITH THE USE OF THE FACILITIES ARISING FROM THIS AGREEMENT. ADDITIONALLY, DISTRICT HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN, DISCLOSED, SUSPECTED OR FORESEEABLE, BUT RATHER THE FOREGOING FULL AND GENERAL RELEASE EXTENDS TO BOTH KNOWN AND UNKNOWN CLAIMS, AND THE MATTERS NOW UNKNOWN TO DISTRICT THAT MAY HAVE GIVEN, OR WHICH MAY HEREINAFTER GIVE, RISE TO ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED. THIS FULL AND GENERAL FINAL RELEASE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Indemnity

CITY AND DISTRICT ACKNOWLEDGE THEY POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND ARE SUBJECT TO, AND COMPLY WITH, THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN CIVIL PRACTICES AND REMEDIES CODE, SECTION 101.001 ET SEQ. AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENTS, INJURIES OR DEATH.

10. Insurance

District agrees that no use of the Facilities by District or its guests or invitees shall give rise to any claim against an insurance policy held by City. All parties using the Facilities pursuant to this agreement do so **at their own risk**, and the City shall in no case be liable for any injury to persons or property that result from any use performed under this agreement.

11. Miscellaneous Provisions

A. Assignment Prohibited

District may not assign, transfer or convey its rights under this Agreement. Any such assignment, transfer or conveyance shall be void and without effect.

B. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall be in Nueces County, Texas.

C. Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, it is the intention of both parties that, in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to the illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

D. Prior Agreements Terminated

This Agreement constitutes the sole and only agreement of the parties relating to the Facilities, and the City revokes and terminates any prior understandings, written or oral, between the Parties respecting the within matter. Furthermore, the Parties hereby agree and stipulate to TERMINATE for any and all purposes any prior understandings, written or oral, between the parties relating to the Facilities and/or District's use thereof that could conflict with the terms herein.

E. Amendment

This Agreement may be amended only in a writing executed by both parties.

F. Governmental Immunity

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE, STIPULATE AND AGREE THAT NOTHING IN

THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY UNDER APPLICABLE LAW.

INGLESIDE ISD (“DISTRICT”)

CITY OF INGLESIDE, TEXAS (“CITY”)

BY: _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(FOR THE CITY)

(PRINTED NAME)

(PRINTED NAME)

(TITLE)

(TITLE)

DATE: _____

DATE: _____

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 21

Deliberate and take appropriate action on a Resolution of the City Council of Ingleside, San Patricio County, Texas, approving the waiver of pet adoption fees and microchipping fees at the Ingleside Pet Adoption Event occurring on August 17, 2024.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Staff is requesting the waiver of the pet adoption fees and microchipping fees on August 17, 2024. The adoption will take place at the Tractor Supply store in Aransas Pass. We currently have 11 dogs that will be up for adoption. The average adoption for past events is 2–3 pets. The new animal control trailer will be used for this event.

FISCAL ANALYSIS:

Each pet adoption is a \$25 adoption and a \$15 microchipping fee

RECOMMENDATION:

Request Council approve Resolution to waive pet adoption fees and microchipping fees during our pet adoption event on August 17, 2024.

ATTACHMENTS:

1. DOCS1-#302059-v1-Backup_-_Resolution_-_WAIVE_PET_ADOPTION_FEES_-_August_17_2024

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF INGLESIDE, SAN PATRICIO COUNTY, TEXAS APPROVING THE WAIVER OF PET ADOPTION FEES AND MICROCHIPPING FEES AT THE INGLESIDE PET ADOPTION EVENT OCCURRING ON AUGUST 17, 2024.

WHEREAS, in accordance with City of Ingleside Code of Ordinances Chapter 14 ARTICLE I, SECTION 14.43 (f) the City of Ingleside charges a \$25.00 adoption fee and \$15.00 Microchipping fee for animals that have been impounded and have not been claimed after the expiration of a redemption period; and

WHEREAS, the Ingleside Animal Shelter wishes to offer free pet adoptions and free microchipping for all new pet adoptions and seeks the approval of the City of Ingleside City Council (“City Council”) to waive the \$25.00 Pet Adoption and the \$15.00 Microchipping fee for all new pet adoptions for all persons at the Ingleside Pet Adoption Event occurring on August 17, 2024 for all new pet adoptions for all persons; and

WHEREAS, the City Council finds that the Ingleside Animal Shelter is at capacity and that the waiver of such fees will encourage pet adoptions and alleviate logistical concerns in associated with housing animals in the current facilities.

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. The Ingleside Animal Shelter is authorized to waive Pet Adoption fees and Microchipping fees for the Ingleside Pet Adoption Event occurring on August 17, 2024.

PASSED AND APPROVED this 13th day of August, 2024 by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside, Texas.

Pedro Oscar Adame, Mayor

Attest:

Ruby Beaven, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 22

Deliberate and take appropriate action on a Resolution authorizing the City of Ingleside, Texas to consent to the partial assignment of the Chapter 380 Agreement from Flint Hills Resources Corpus Christi, LLC to J Enbridge Ingleside Oil Terminal, LLC, as related to a 43.55-acre portion of the land and authorize the Mayor to execute all documents related; and setting an effective date.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Flint Hills Resources Corpus Christi, LLC, is a party to the Chapter 380 Agreement by and between City of Ingleside, Texas entered into the agreement on December 13, 2016, with a commencement date of January 1, 2016 and expiration date of December 31, 2025. Pursuant to a Purchase and Sale Agreement between Assignor and to J Enbridge Ingleside Oil Terminal, LLC, Assignee's contracted to purchase approximately 43.55 acres of land, more or less, which lies within the land as defined in the Chapter 380 Agreement.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the City Council authorize the Mayor to execute all of the documents related to the partial assignment of the 380 Agreement from Flint Hills Resources Corpus Christi, LLC, to J Enbridge Ingleside Oil Terminal, LLC.

ATTACHMENTS:

1. Chapter 380 Agreement Partial Assignment Consent_proposed changes
2. Flint Hills Exhibit B
3. Res 2024-XX Partial_Assignment_Flint_Hills_380_Agreement (v2)

June 27, 2024

Brenton Lewis
City Manager
City of Ingleside
2671 San Angelo Street
Ingleside, Texas 78362

Mailing Address:
P.O. Drawer 400
Ingleside, Texas 78362

Re: Notice of Sale of Portion of Land and Consent to Partial Assignment of Chapter 380 Agreement Dated December 13, 2016

Dear Mr. Lewis:

Please be advised that Flint Hills Resources Ingleside, LLC (“**Flint Hills Resources**”), successor in interest to Flint Hills Resources Corpus Christi, LLC, defined as “Owner” under the Chapter 380 Agreement dated December 13, 2016 by and between the City of Ingleside, Texas (the “**City**”) and Flint Hills Resources Corpus Christi, LLC, as amended (the “**Chapter 380 Agreement**”) (copy attached hereto as Exhibit B), has recently entered a Purchase and Sale Agreement whereby an approximately 43.55 acre portion of the Land (as defined in the Chapter 380 Agreement) will be sold and conveyed to Enbridge Ingleside Oil Terminal, LLC.

In light of said sale and pursuant to Article 7 of the Chapter 380 Agreement (see pages 12 and 13), Flint Hills Resources hereby requests that the City provide its written consent to the partial assignment of the Chapter 380 Agreement, through execution of the attached Consent to Partial Assignment of Chapter 380 Agreement (attached hereto as Exhibit A). Article 7 expressly provides for the partial assignment of the Chapter 380 Agreement, with the new owner of the to-be-conveyed portion of the Land (i.e., Enbridge Ingleside Oil Terminal, LLC) assuming the terms and obligations of the partially assigned Chapter 380 Agreement.

Article 7 of the Chapter 380 Agreement (see page 15) also expressly prescribes that the Chapter 380 Agreement is a covenant that runs with the Land, making partial assignment of the Chapter 380 Agreement applicable under the circumstances. Therefore, Flint Hills Resources requests that the City execute and return the attached Consent to Partial Assignment of Chapter 380 Agreement consistent with the terms of the Chapter 380 Agreement. Flint Hills Resources appreciates your attention to this matter. If you have any questions or concerns please let us know.

Respectfully Submitted,

Flint Hills Resources Ingleside, LLC

By: _____

Title: _____

Attachments: Exhibit A – Consent to Partial Assignment of Chapter 380 Agreement (including Legal Description)
Exhibit B – Chapter 380 Agreement (City and Flint Hills) dated December 13, 2016

EXHIBIT A

**CONSENT TO PARTIAL ASSIGNMENT
OF CHAPTER 380 AGREEMENT**

CITY OF INGLESIDE, TEXAS

CONSENT TO PARTIAL ASSIGNMENT OF CHAPTER 380 AGREEMENT

Date: June __, 2024

City Resolution: 2016-20 dated December 13, 2016

City Annexation Ord.: 2015-25 passed on December 29, 2015

Chapter 380 Agreement: Chapter 380 Agreement (City and Flint Hills) dated December 13, 2016, by and between the City of Ingleside, Texas and Flint Hills Resources Ingleside, LLC (successor in interest to Flint Hills Resources Corpus Christi, LLC), as amended

Owner: Flint Hills Resources Ingleside, LLC

Assignee: Enbridge Ingleside Oil Terminal, LLC

Assigned Land: That portion of the property which is within the Ingleside city limits and being part of the following legally described tract of land to be sold and conveyed to Assignee: BEING AN 43.55 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 ALL OF A CALLED 43.55 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 CLERK'S FILE NO. 2020050672, OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS. SAID 43.55 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN **EXHIBIT "A"** ATTACHED HERETO FOR ALL PURPOSES.

1. **Consent to Partial Assignment.** Pursuant to the Chapter 380 Agreement, the City of Ingleside, Texas, a Texas municipal corporation and home rule city (the “**City**”), hereby consents and agrees to Owner’s partial assignment of the Chapter 380 Agreement to Assignee as to the Assigned Land, which Owner is selling and conveying to Assignee.

2. **Covenant Running with the Land.** The City acknowledges and agrees that the Chapter 380 Agreement is a covenant running with the Land as expressly provided for under the terms of the Chapter 380 Agreement. Therefore, Assignee shall be the new and fully vested fee simple title owner of the Assigned Land once Owner conveys the Assigned Land and the rights and obligations under the Chapter 380 Agreement relating to the Assigned Land shall automatically transfer to Assignee.

3. **Assignee's Assumption of the Chapter 380 Agreement.** Consistent with Article 7 of the Chapter 380 Agreement, Assignee shall, as of the conveyance of the Assigned Land, irrevocably and unconditionally assume all the duties and obligations, and shall have the rights, of the Owner as to the terms and obligations of the Chapter 380 Agreement as to the Assigned Land. The City confirms that neither Owner nor Assignee is indebted to the City for ad valorem taxes or other obligations so as to make the assignment invalid.

4. **Assigned Land Designation as Operations Area.** The City confirms and agrees that the Assigned Land is an Operations Area (as defined in the Chapter 380 Agreement) for all purposes.

5. **Allocation of Economic Incentive Payments.** After the assignment, each of the Assigned Land and the remaining land under the Chapter 380 Agreement will be a separate tract or parcel for calculating the portion and allocation of amounts associated with the Economic Incentive Payments (as defined and detailed in the Chapter 380 Agreement), and a breach by either Owner or Assignee as to any term of the Chapter 380 Agreement after assignment shall not be considered a breach by, or adversely affect the Chapter 380 Agreement as to, the other such party.

6. **Partial Assignment Effective Date.** The partial assignment of the Chapter 380 Agreement shall be effective as of the date the Assigned Land is conveyed by Owner to Assignee.

[signature page and exhibits to follow]

SIGNATURES

CITY OF INGLESIDE, TEXAS

By: _____
Brenton Lewis, City Manager

OWNER:

Flint Hills Resources Ingleside, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

Enbridge Ingleside Oil Terminal, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description of Assigned Land

That portion of the property which is within the Ingleside city limits and being part of the following legally described tract of land to be sold and conveyed to Assignee:

BEING AN 43.55 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 ALL OF A CALLED 43.55 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 CLERK'S FILE NO. 2020050672, OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS. SAID 43.55 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A BRASS CAP FOUND FOR A CORNER OF SAID 43.55 ACRE TRACT. SAID BRASS CAP BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), STATE PLANE COORDINATE OF N:17189445.94, E:1403390.83 FEET, FOR REFERENCE.

THENCE S 82°03'57" E, A DISTANCE OF 168.65 FEET, TO A BRASS CAP FOUND FOR A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 08°08'32" E, A DISTANCE OF 138.47 FEET, TO A CONCRETE MONUMENT WITH A BRASS CAP FOUND FOR A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 80°36'16" W, A DISTANCE OF 20.46 FEET, TO A CONCRETE MONUMENT WITH A BRASS CAP FOUND FOR A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 21°08'50" E, A DISTANCE OF 89.82 FEET, TO THE NORTHWEST CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 87°11'55" E, A DISTANCE OF 545.65 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 75°25'51" E, A DISTANCE OF 205.84 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 13°30'31" W, A DISTANCE OF 42.92 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 76°18'04" E, A DISTANCE OF 210.36 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 13°30'31" E, A DISTANCE OF 48.38 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 79°24'58" E, A DISTANCE OF 1040.92 FEET, TO THE NORTHEAST CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 21°08'45" W, A DISTANCE OF 972.05 FEET, TO A POINT IN THE CENTERLINE OF THE PORT OF CORPUS CHRISTI NORTH BULKHEAD LINE, SAME POINT BEING THE SOUTHEAST CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 77°33'29" W, WITH SAID BULKHEAD LINE, A DISTANCE OF 1360.05 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 02°38'06" E, WITH SAID BULKHEAD LINE, A DISTANCE OF 5.37 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 77°33'29" W, WITH SAID BULKHEAD LINE, A DISTANCE OF 631.05 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE S 77°33'20" W, WITH SAID BULKHEAD LINE, A DISTANCE OF 213.38 FEET TO THE SOUTHWEST CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 07°57'06" E, A DISTANCE OF 386.53 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 52°57'06" E, A DISTANCE OF 282.84 FEET, TO A CORNER OF SAID 43.55 ACRE TRACT;

THENCE N 07°57'06" E, A DISTANCE OF 375.61 FEET TO THE POINT OF BEGINNING, CONTAINING 43.55 ACRES OR 1,897,243 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT B

**CHAPTER 380 AGREEMENT
(CITY AND FLINT HILLS)**

EXHIBIT B

**CHAPTER 380 AGREEMENT
(CITY AND FLINT HILLS)**

CHAPTER 380 AGREEMENT
(CITY AND FLINT HILLS)

STATE OF TEXAS §
 §
COUNTY OF SAN PATRICIO §

This Chapter 380 Agreement ("Agreement") is entered into pursuant to the authority granted under Chapter 380 Texas Local Government Code, by and between (i) the City of Ingleside, Texas ("City"), a Texas municipal corporation and home rule city, and (ii) Flint Hills Resources Corpus Christi, LLC ("Owner") an owner of real property located within the City.

RECITALS:

WHEREAS, the City Council of the City passed Resolution on December 13, 2016, establishing an economic development program for the property covered by this agreement ("Program"), which Resolution and Program are incorporated herein by reference; and

WHEREAS, the Program contains appropriate guidelines and criteria governing 380 agreements to be entered into by the City; and

WHEREAS, Owner made application for participation in the Program ("Application"), a copy of which Application is attached hereto as Exhibit A; and

WHEREAS, this Agreement is authorized by Chapter 380, is in accordance and compliance with the Program, and has been approved by the aforesaid Resolution 2016-20 of the City Council; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of Ingleside, it is in the best interests of the citizens and taxpayers of the City to make and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Wherever used in this Agreement, the following terms shall have the following meanings:

“Application” shall have the meaning assigned to such term in the Recitals.

“Appraised Value” means the appraised value, as such term is defined in Section 1.04(8) Texas Tax Code.

“Economic Incentive Payments” means those payments to be made by City to Owner hereunder which are equal to a percentage of the ad valorem taxes paid by Owner on Owner’s Eligible Property.

“Eligible Property” means that portion of the Property which is eligible for Economic Incentive Payments hereunder.

“Force Majeure” means a cause beyond the reasonable control of Owner, such as acts of God or public enemy, war, riot, civil commotion, fires, explosions, and floods.

“Improvements” means the improvements as defined by Section 1.04(3) Texas Tax Code and located, partly or wholly, on the Land in the manner determined for taxation of improvements by the San Patricio County Appraisal District, including, but not limited to, projections, such as piers, docks, bulkheads and wharves attached to the Land and extending from the Land into or over the waters of Corpus Christi Bay, except where such projections have been determined by the final decision of a court of competent jurisdiction, legislation or agreement of the claimant political subdivisions of the State of Texas to be outside the tax jurisdiction of the City of Ingleside.

“Inventory” means items held for sale in the ordinary course of business or use in manufacturing, hydrocarbon inventories, and any other item treated as inventory by the Chief Appraiser of San Patricio County pursuant to Section 23.12 of the Texas Tax Code.

“Land” means the land described as follows:

- (1) The property annexed by the City by Ordinance No. 2015-25 passed on December 29, 2015.
- (2) That portion of the property which is within Ingleside city limits and was conveyed by Port of Corpus Christi Authority of Nueces County, Texas to Flint Hills Resources Corpus Christi, LLC by deed filed of record under Document #2011010165 in the Official Records of the County Clerk of Nueces County, Texas and under Document #606859 of the Deed Records of the County Clerk of San Patricio County, Texas.
- (3) The property conveyed by Dagger Island Partners, Ltd. to Flint Hills Resources Corpus Christi, LLC by deed filed of record under Document #617589 in the Official records of the County Clerk of San Patricio County, Texas.

“Personal Property” means tangible personal property as defined by Section 1.04(5) Texas Tax Code, except Inventory, and located on the Land in the manner determined for taxation of personal property by the San Patricio County Appraisal District.

“Program” shall have the meaning assigned to such term in the Recitals.

“Property” and “Premises” mean the Land, Improvements, Personal Property and Inventory.

“Rendition” means the reports and statements required to be delivered to the Chief Appraiser of a county or other political subdivision of the State of Texas under Section 22.23 of the Texas Tax Code.

“Tax Year” shall have the meaning assigned to such term by Section 1.04(13) of the Texas Tax Code (i.e. calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

ARTICLE 2

TERM

The term of this Agreement is 10 years. The term commences on January 1, 2016 and expires

on December 31, 2025.

ARTICLE 3

ECONOMIC INCENTIVE PAYMENTS

Ownership. Owner is the owner of the Property all of which is located within the city limits of the City and is all of the property included under the Program.

Eligible Property. The only portion of the Property which is eligible for Economic Incentive Payments is the following:

- (a) Improvements.
- (b) Inventory.

Term of Economic Incentive Payments. City will make Economic Incentive Payments to Owner in accordance with this Agreement for a period of ten (10) Tax Years as shown in the “Economic Incentive Payments Table” below. The years of Economic Incentive Payments provided herein shall in each instance coincide with the Tax Year commencing on January 1 and expiring on December 31.

Amount of Economic Incentive Payments. Subject to the terms and conditions of this Agreement, City shall pay Economic Incentive Payments to Owner equal to the following percentages of the ad valorem property taxes actually paid by Owner on Eligible Property and received by City in accordance with the following schedule:

Economic Incentive Payments Table

<u>Tax Year</u>	<u>Improvements</u>	<u>Inventory</u>
Tax Year 1 (2016)	10%	100%
Tax Year 2 (2017)	10%	100%
Tax Year 3 (2018)	10%	100%
Tax Year 4 (2019)	10%	100%
Tax Year 5 (2020)	10%	100%
Tax Year 6 (2021)	10%	100%
Tax Year 7 (2022))	10%	100%
Tax Year 8 (2023)	10%	100%
Tax Year 9 (2024)	10%	100%
Tax Year 10 (2025)	10%	100%

Incentive Floor; Reduction in Economic Incentive Payments.

(a)

1. Reduced Economic Incentive Payments. If the payment of the Economic Incentive Payments attributable to a Tax Year during the term of this Agreement causes the balance of the property tax payment retained by City on account of the Property for that Tax Year to be less than \$460,000.00 (the "Incentive Floor"), the Economic Incentive Payments for that Tax Year shall be reduced to the extent needed to ensure that City's net property tax receipt from the Property is at least equal to the Incentive Floor.

2. No Economic Incentive Payments. Owner will not be entitled to any Economic Incentive Payments for a Tax Year if the total property tax received by City on account of the Property for that Tax Year is equal to or below the Incentive Floor.

- (b) The Economic Incentive Payments shall be paid exclusively out of the maintenance and operations ("M&O") portion of the property tax collected from the Property and received by City. In the event that there are insufficient M&O funds available to pay the Economic Incentive Payments in full, City will notify Owner of same and provide an accounting and other description of how such determination was made.

Procedure.

- (a) Owner shall furnish Renditions to the Chief Appraiser of the San Patricio County Appraisal District as and when required under Chapter 22 of the Texas Tax Code and shall simultaneously provide a copy of same to City.
- (b) Within thirty (30) days after the receipt by Owner of all value notices in respect of the Property from San Patricio County Appraisal District for each Tax Year during the term of this Agreement, Owner shall prepare and provide to City a worksheet calculating the amount of the Economic

Incentive Payments which it claims will be owed by City to Owner for such Tax Year. If Owner fails to render such worksheet to City, City may use the property tax paid with respect to the Property in the immediately preceding Tax Year to determine the Economic Incentive Payments payable to Owner.

(c) Owner shall pay its ad valorem taxes for the Property on or before the due date under Texas Tax Code. Conditioned on Owner's timely payment of such taxes and otherwise being in compliance with this Agreement, City will make the Economic Incentive Payments to Owner required by this Agreement within sixty (60) days of the receipt by City of such taxes from the San Patricio County Tax Collector.

ARTICLE 4

GENERAL REQUIREMENTS

Inspections. Owner shall allow a reasonable number of employees and/or representatives of City to have access to the Property during the term of this Agreement to inspect the Property to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of forty-eight (48) hours (excluding weekends and holidays) prior notice and only will be conducted in such manner as not to unreasonably interfere with the Owner's business operation. All inspections will be made with one or more representatives of Owner and in accordance with Owner's safety and security standards.

Notice of Protest. In the event Owner files a protest with the San Patricio County Appraisal Review Board for the purpose of contesting the Taxable Value, situs or taxability of any of the Property, Owner shall provide a copy of such protest to City within seven (7) business days after such protest is filed with the San Patricio County Appraisal Review Board. The notice must include an explanation of Owner's position regarding estimate of taxable value to the extent not already described in said protest.

City Taxation. Throughout the term of this Agreement, Owner shall be subject to all applicable City taxation, including, but not limited to, property taxation on Land, Improvements, Inventory and Personal Property and sales and use taxes.

Annual Report of Owner. On or before the March 31 immediately following the last day of each

Tax Year covered by this Agreement Owner shall provide to City a report signed by an officer of Owner certifying that Owner is in compliance with Article 4 of this Agreement and that to its best knowledge and belief with all other terms and provisions of this Agreement, except as stated in the report, and City and Owner agree that this report will not apply to or cover Owner's obligations under Article 6 or the Maintenance section of this Article 4.

Administrative Fee. Owner shall, upon execution of this Agreement, pay the City a one- time document preparation, administrative and compliance oversight fee of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).

Direct Payment Permit for Sales and Use Tax. Owner shall promptly provide a copy of its Direct Pay Tax Permit to City upon the issuance of same by the Texas Comptroller of Public Accounts, if Owner has or in the future acquires such a permit. Owner shall use reasonable diligence to ensure that (1) each contractor and subcontractor constructing Improvements costing in excess of \$10 million for Owner provides taxable materials used in such construction under a "separated contract" as defined in Comptroller Rule §3.291(a)(13) (34 Texas Admin. Code §3.291(a)(13)), (ii) such taxable materials are purchased by such Owner free of state and local sales taxes pursuant to such Owner's issuance of a direct payment exemption certificate to each contractor, and (iii) such Owner accrues and pays state and applicable local (including City) sales or use taxes on such taxable materials purchased tax free as a result of each such issuance of a direct payment exemption certificate.

Location of Taxable Sales and Purchases and Use. Owner agrees that to the extent practicable under the Texas Sales and Use Tax laws, the location of taxable sales and purchases originated from the Property shall be from Owner's office in the city limits of the City of Ingleside.

Water Supply. Subject to availability, the City shall supply and sell to Owner and Owner shall purchase from the City at the City's prevailing rates potable and nonpotable water for use (and not for resale) in connection with the construction, operation or administration of Owner's business.

Maintenance. Owner shall maintain all Improvements and Personal Property in good and serviceable condition and in accordance with all applicable state and local laws, codes, and

regulations.

Use and Operation. The Property shall be continuously used and operated by Owner as an active industrial business concern in a manner that is (i) consistent with the City's Comprehensive Zoning Ordinance, as it may be amended from time to time, (ii) consistent with the general purposes of encouraging industrial activity on the Land, (iii) consistent with Owner's Application, (iv) in compliance with this Agreement, and (v) in compliance with the Program. Notwithstanding the foregoing, so long as Owner's business conducted on the Premises remains a going concern, Owner may bring any component of the Property, individually or aggregately, out of service and store and maintain such Property in a safe condition pending repairs or otherwise without breaching the terms of this Agreement.

Buy Local. Owner shall use reasonable efforts to purchase materials and supplies from local businesses that maintain an office in San Patricio County, provided that they are competitive with respect to quality, price, availability, and ability to provide such materials or supplies in the time required, and, where applicable, conform to applicable bid specifications that are comparable to those of other bidders.

ARTICLE 5

DEFAULT

(a) Automatic Termination. This Agreement shall automatically terminate on and as of the date any of the following events occur:

(1) Bankruptcy. The filing of a petition in bankruptcy by Owner, the making by Owner of an assignment for the benefit of creditors, the filing of an involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code against Owner, or the appointment of a receiver for the business of Owner.

(b) Notice of Default and Cure. If Owner is in default under this Agreement, City shall provide written notice ("Notice of Default") to Owner of such default. The Notice of Default must include a description of the subject matter of default and the date on or before which the default must be cured ("Cure Period"). Except where a default is caused by a Force Majeure event, the cure period may be no less than 45 days after the date Notice of Default is given, provided however

that if the default is material, as described below, City may at its option require that the default be cured within a shorter time but no less than 30 days after the date Notice of Default is given. If the default is not cured within the Cure Period, this Agreement may be terminated by City on written notice to Owner. Notice of default and cure shall not apply to situations resulting in automatic termination.

- (c) Clawback. No prior Economic Incentive Payments made by City to Owner are subject to recapture or clawback by City, unless and except to the extent such payments may have been procured by misrepresentation of Owner upon which City relied in making such payments.
- (d) No Proration. Immediately upon termination of this Agreement for default or bankruptcy, the obligation of City to pay and right of Owner to receive Economic Incentive Payments shall end, regardless of when termination occurs.
- (e) Force Majeure. If default is caused by an event constituting Force Majeure and the default cannot be cured by commercially reasonable efforts within the Cure Period, such Cure Period shall be extended for such period of time as is necessary for cure to be effected if Owner (i) promptly upon receipt by Owner of Notice of Default, gives written notice to City describing in detail the facts constituting Force Majeure, describing the actions Owner has taken, is taking and will take to cure the default, and providing a timeline for cure to be completed, (ii) as soon as reasonably possible actually begins and continues thereafter to continuously use commercially reasonable efforts to cure the default as quickly as is reasonably possible, and (iii) keeps City fully apprised of Owner's progress and the status of its efforts to cure. Notwithstanding the above, the Cure Period may not be extended by more than 90 days, unless a longer extension is granted in writing by City for good cause in its sole and absolute discretion.
- (f) Material Default. Material defaults include but are not limited to the following: (i) cessation of Owner's business operation for 30 continuous days, except for shutdowns relating to maintenance and repairs, whether planned or unplanned, (ii) default in the payment of any taxes owed by Owner, except that taxes that are being duly contested by Owner under applicable law which law

excuses payment shall not be considered to be in default, and (iii) violation of the "Assignment" provision of this Agreement.

ARTICLE 6

CITY CODE

Exemptions from City Code. The following provisions refer to several City Code provisions by section number. The parties agree that if any of those provisions (or applicable successor provisions) are re-numbered or re-positioned in a future revision of the City Code, the references to the section numbers herein will be deemed revised to the applicable new section number.

- (a) The Equipment/Improvements (including Tanks) installed, built or located on, above or beneath the Land (including any construction-in-progress) that are in existence on the Effective Date shall be exempt from compliance with the City Code. Notwithstanding the foregoing, any material alterations of or modifications to such Equipment/Improvements after the Effective Date shall be subject to the City Code (except as otherwise provided for in Sub. 6[c] below), but only to the extent of such alterations or modifications, and with alterations/modifications required by applicable law not otherwise affecting the exemption under this Sub. (a). Pipelines within Owner's property fence line, whether above grade or below grade, are part of its facility and are not subject to specific pipeline ordinances.
- (b) The City and Owner agree that the pipelines or sections thereof located on, above or beneath the Land that are in existence on the Effective Date or built thereafter qualify as pipelines located at an "industrial facility" within the meaning of Section 22-371(c) of the City Code. The Non-operations Area (as defined below) within Owner's facility will be subject to City codes in a manner similar to other such facilities within the City. Changes in the location of the Operations Area (as defined below) and Non-operations Area are addressed in Sub. (c) below.
- (c) (i) The Property will, for purposes of City Code applicability, be considered to have two separate areas:

(A) The "Non-operations Area" is the area of the existing office/operations-support buildings and the parking areas, and will include any future expansions of the area of the Property used for such purposes.

(B) The "Operations Area" is the area of the Property other than the Non-operations Area. Any portions of the Non-operations Area that are used in the future for purposes other than office/administrative/operations-support buildings or parking areas will be considered to be in the Operations Area effective upon such change in use.

(ii) The entire City Code applies to the Non-operations Area (subject to the exemption stated in Sub. 6[a] above).

(iii) The following portions of the City Code will not apply to the Operations Area:

(A) Article VI of Chapter 30 of the City Code (Excavation), so long as the particular excavation (or related series of excavations) or fill involves the removal of less than 500 cubic yards of material;

(B) The following Articles of Chapter 18 of the City Code: Article II (Construction Standards); Article III (Plumbing Standards, except as relating to connections to the City water system, and the installation/operation/testing/repair/maintenance of related backflow prevention devices); Article IV (Gas Standards); Article V (Mechanical Standards); and Article VI (Electrical Code) (As detailed in Sub. 6(d), below, Owner conducts its operations on the Operations Area in accordance with the applicable sections of NFPA -70 and NFPA - 70 E [the National Electrical Code],

and other applicable industry codes and standards);

(C) Chapter 34 (Fire Prevention and Protections) (As detailed in Sub. 6[d] below, Owner conducts its operations on the Operations Area in accordance with the International Safety Guide for Oil Tankers and Terminals and designs and operates its Fire Water Protection System in accordance with the following Standards/Chapters (or the successor provisions to such listed Standards/Chapters) NFPA Standards IFC 2012, Chapter 57 IFC, NFPA 30, NFPA 24, NFPA 72, NFPA 704, API 650 Standards, NEC 2015, NFPA 70E Chapter 34.); and

(D) Any provisions concerning notifications to the City and permits to be issued by the City; provided, however, that this Sub. D will not apply to the extent the Operations Area is used for any purpose other than a marine storage terminal.

(d.) City and Owner acknowledge that the provisions stated in this Article 6 include certain exceptions from City Code requirements that would otherwise be applicable to Owner's operations and facilities. In addition to the industry standards, chapters, and codes noted above in this Article 6, the parties acknowledge that Owner conducts its operations in accordance with other applicable industry standards, chapters, and codes (recognizing that some provisions in such standards, chapters, and codes are noted as optional or discretionary, and Owner might not elect to follow such noted provisions in certain situations). Owner expressly acknowledges that the exceptions stated in this Article 6 do not affect or pertain to any compliance or permit requirements relating to any governmental entities other than the City (such as County, State, or Federal requirements).

ARTICLE 7

MISCELLANEOUS

Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This

Agreement may be assigned by Owner only with the prior written consent of City (which consent shall not be unreasonably withheld) pursuant to which the assignee assumes all terms and obligations of this Agreement. Notwithstanding the above, Owner may assign, in whole or in part, this Agreement with respect to all or any part of the Property to any Affiliate of Owner that acquires all or any part of the Property, provided written notice of any such assignment is provided to the City within ten (10) business days after such assignment which notice must describe the relationship of Owner to Assignee in sufficient detail to show that Assignee is an Affiliate of Owner. "Affiliate" means any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, "control" means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such entity, or (ii) the right to direct the management or operations of such entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing. All assignments shall provide that the assignee irrevocably and unconditionally assumes all the duties and obligations of the assignor and becomes the Owner upon the same terms and conditions as set out in this Agreement. In the event more than one entity is Owner hereunder, the obligations of said entities shall be joint and several. No assignment shall be valid if the Owner or any Assignee is indebted to the City for ad valorem taxes or other obligations.

Notice. All notices required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, (a) by certified mail, postage prepaid, which is effective upon mailing, or (b) by hand or overnight delivery, effective upon delivery:

If intended for Owner, to:

Flint Hills Resources Corpus Christi, LLC

Attn: General Counsel
4111 East 37th Street North
Wichita, KS 67220
With a copy to:

Attn: Property Tax Department
P.O. Box 3755
Wichita, KS 67201-3755

If intended for City, to:

City of Ingleside, Texas
Attn: City Manager
2671 San Angelo
Ingleside, Texas 78362

Severability. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any law, this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the parties hereto, to such law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the City and Owner shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to effect their original intent as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action or dispute concerning or arising out of this Agreement or the administration of this Agreement shall be in San Patricio County, Texas.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

Entire Agreement. This Agreement embodies the complete and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all oral or written previous and

contemporary agreements or understandings between the parties relating to such subject matter, and except as otherwise provided herein, may be amended or modified only by written instrument signed by all of the parties hereto. Notwithstanding the foregoing, that one certain "Interest Waiver and Tax Refund Credit Agreement Related to Boundary Dispute" made and entered into by the parties hereto even date herewith is a valid and binding agreement of the parties.

Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Premises and are fully binding on all successors, heirs, and assigns of Owner who acquire any right, title, or interest in or to the Premises, or any part thereof. Any person who acquires any right, title, or interest in or to the Premises, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to such right, title or interest in the Premises.

Recordation of Agreement. A certified copy of this Agreement shall be recorded in the Deed Records of San Patricio County, Texas.

Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Exhibits - Incorporation. All Exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

This Agreement is conditioned upon an Interest Waiver Agreement being made and entered into by the parties, simultaneously with the making of this Agreement.

The Effective date of this Agreement is January 1, 2016.

EXECUTED the 13 day of December, 2016.

CITY OF INGLESIDE, TEXAS

By: 
Luis Lamas, Mayor

ATTEST:

By: Kimberly Sampson
Kimberly Sampson, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Michael G. Morris, City Attorney

EXECUTED the 5th day of January, 2017.

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC

By: [Signature]
Valerie Pong
Vice President

CITY ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF SAN PATRICIO)

This instrument was acknowledged before me on the 21st day of December, 2016, by Luis Lamas, Mayor of the City of Ingleside, Texas, a Texas home rule municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas
My Commission Expires: February 24, 2017

OWNER ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Nueces)

This instrument was acknowledged before me on the 5th day of January, 2017, by Valerie Bampa Vice President of Flint Hills Resources Corpus Christi, LLC, on behalf of said company.

Patricia BORDAYO
Notary Public, State of Texas
My Commission Expires: 9-4-2019

EXHIBITS

Exhibit A – Owners Application

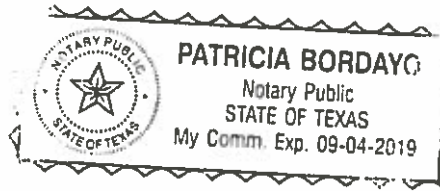


EXHIBIT "A"
APPLICATION

12/8/2016

APPLICATION FOR 312.380
OR OTHER ECONOMIC INCENTIVE AGREEMENTS

INSTRUCTIONS:

Applicants and projects must meet the requirements established by the Program in order to receive positive consideration. If there is insufficient space in the Application to fully answer, attach an addendum. The original of this application and attachments should be submitted to: Ingleside City Manager, 2671 San Angelo St., Ingleside, TX 78362. This application will become a part of any later agreement or contract and known false representations thereon will be grounds for the voiding of any later agreement or contract.

APPLICANT INFORMATION:

The taxing unit may consider the applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned business of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established, business references (name of contact and telephone number of principal bank, accountant and attorney) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION:

Only facilities which meet Program (the Program adopted by the City Council) requirements may receive economic incentives unless a variance is granted by the City. The application should include market studies, business plans, agreements or other materials demonstrating that the facility is viable.

ECONOMIC INFORMATION:

Estimated appraised Value 'on Site.' The value January 1 should be the value established by the San Patricio County Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the properties must be valued, aggregately, at no less than \$76,000,000 in 2016 and if new improvements are involved they should be expected to result in an addition to the tax base of at least N/A dollars. Projection of value should be a "best estimate".

Explain with specificity the economic incentives you seek from the City and the benefit to be derived by the City if it grants these incentives:

Economic incentives are being sought for applicant's facility, which was annexed by the City in 2015. The facility, which receives crude oil via pipelines and marine vessels for transfer to applicant's refinery located in a nearby community and for outbound marine transport, is a strategic asset for applicant and has had a positive impact on the City's economy. The refinery is one of the largest refineries in Texas. Applicant has given local businesses the opportunity to supply goods and services to the facility, and the facility and associated

refinery's highly skilled workforce is availed of competitive compensation and benefits packages.

The economic incentives sought include a reduction in property tax payments if the City's tax collection exceeds an agreed-upon minimum amount, and certain regulatory relief for terminal facilities. A Chapter 380 agreement that provides a gradual transition into the City's taxation and regulatory environment would encourage the retention of applicant's workforce at the facility and help to maintain applicant's competitiveness in an otherwise adverse economic environment for the oil and gas industry. The objectives of such agreement would be consistent with Chapter 380, enabling municipalities and industry to work together to advance the public purposes of developing, diversifying and expanding the economy of the City and the State of Texas, and contributing to employment and economic opportunities for the City's residents and business community.

PART A. APPLICANT INFORMATION

Submittal Date: December 2, 2016

Name: Flint Hills Resources Corpus Christi, LLC

Type of Entity: Limited Liability Company

Contact Person and Title: Roger TenNapel, Business/Process Development Manager

Address: 2825 Suntide Road, Corpus Christi, TX 78409

Phone, Email and Fax: (361) 242-5336; roger.tennapel@fhr.com; (361) 224-5717

PART B. EXISTING IMPROVEMENTS. If there are existing improvements for which you are seeking economic incentives, complete this Part B.

1. Property/Project Information

Type of Facility: Manufacturing (☐); Regional Distribution (☐); Regional Service (☐);
 Regional Entertainment Center (☐); Research (☐);
 Basic Industry (☐); Multi-family housing (☐); Crude Oil Terminal(☒)

Property Address, Legal Description and map showing site: 103 FM 1069, Ingleside, TX 78362

Describe product or service provided: Crude oil terminalling

Project Description: Fully describe the site and existing improvements, providing a list of property improvements and fixed equipment and other property, if any, for which economic incentives are requested.

2. Permanent Employment

3. Value

Follow the following format:

CAD Account Number	Property Description	Market Value	Assessed Value
9900005-707241	Improvement Additions	3,021,300	3,021,300
9900010-707241	Terminal Dock #5	11,394,650	11,394,650
9900010-704598	Inventory & Supplies	26,342,340	26,342,340
9900255-704598	Process Equip. & Buildings	47,737,930	47,737,930
9900260-704598	Personal Property	249,130	249,130
9900265-704598	Terminal Dock #4	12,314,310	12,314,310
2139-0225-0001-000	Ingleside Term.- Land 17.99 ac	1,905,141	1,905,141
2139-0271-0001-000	Ingleside Term.-Land 83.07 ac	8,797,113	8,797,113
2139-0271-0004-000	Ingleside Term.- 3.34 ac	353,706	353,706
	Deed for 3.918 acres filed of record under Document #617589 in the official records of the County Clerk of San Patricio County, Texas		

Applicant does not anticipate new capital projects at the facility in the near term. The facility's existing infrastructure will be revitalized as needed and kept in good repair so it can continue to make positive contributions to the City's economic base.

Type of Facility: Manufacturing (); Regional Distribution (); Regional Service ();
Regional Entertainment Center (); Research ();
Basic Industry (); Multi-family housing (); Other ();

Property Address, Legal Description and map showing site:

2. Construction Estimates

Construction Cost _____

Construction Start (month/year) _____

Construction Completion (month/year) _____

Number of Construction jobs per year _____

3. Water Estimates

Volume of treated water required from city: _____ gal/mo increase over current

Volume of effluent to be treated by city: _____ gal/mo sanitary sewer flow over current

4. Values

State SPCAD Valuations and account numbers for the immediately preceding years of _____ for land, improvements and personal property

Estimated Values after completion of construction

(a) Land _____

(b) Personal Property _____

(c) Improvements _____

5. Sales

Annual Sales per Year _____

6. Product/Service

Describe the product or service to be provided

7. Project Description: Please attach a statement fully explaining the new project: describing the site and all new improvements; providing a list of the new improvements for which abatement is requested.

8. Permanent Employment Estimates

Number to be employed

Number of Permanent Jobs Created _____

Operational Date and/or opening of improvements _____

9. Variance

Is a variance being sought under the Guidelines? _____

_____ Yes

_____ No

If "yes," attach any supplementary information required to describe the variance and reasons supporting the request.

PART D. DECLARATION

To the best of my knowledge the above information is an accurate description of project details.

Company Official Signature

Roger D. Ten Napel

Printed Name of Company Official

Roger D. Ten Napel

Title of Company Official:

Business / Process Development Manager

DO NOT WRITE BELOW THIS LINE

- FOR OFFICIAL USE ONLY

1. EDC Contact _____
2. San Patricio County Precinct _____
3. School District _____
4. City _____
5. Other District _____
6. Jurisdiction Notified (date) _____
7. Initial Review Complete (date) _____
8. Review Circulated (date) _____
9. Concurrence _____
ISD _____
Other District(s) _____
City _____
10. Letter of Intent (date) _____
11. Hearing Notice on Agenda (date) _____
12. Public Hearing (date) _____

13. Action _____
ISD _____
Other District(s) _____
City _____
14. Agreement Signed (date) _____

RESOLUTION NO. 2024-XX

**AUTHORIZING THE CITY OF INGLESIDE, TEXAS TO
CONSENT TO THE PARTIAL ASSIGNMENT OF THE
CHAPTER 380 AGREEMENT FROM FLINT HILLS
RESOURCES CORPUS CHRISTI, LLC TO J ENBRIDGE
INGLESIDE OIL TERMINAL, LLC, AS RELATED TO A 43.55-
ACRE PORTION OF THE LAND AND AUTHORIZE THE
MAYOR TO EXECUTE ALL DOCUMENTS RELATED; AND
SETTTING AN EFFECTIVE DATE**

WHEREAS, Flint Hills Resources Corpus Christi, LLC, (“**Assignor**”) is a party to the Chapter 380 Agreement (Agreement) by and between City of Ingleside, Texas (City); and

WHEREAS, pursuant to a Purchase and Sale Agreement between Assignor and to J Enbridge Ingleside Oil Terminal, LLC, (“**Assignee**”) Assignee’s contracted to purchase approximately 43.55 acres of land, more or less, which lies within the Land (as defined in the Chapter 380 Agreement, described in **Exhibit “A”** attached hereto (the “Assignee’s Land”); and .

WHEREAS, Assignor, is the present owner of all rights under the 380 Agreement for the property to be assigned, Assignor agrees to assign to Assignee its rights, obligations, title, and interest under the 380 Agreement; and

WHEREAS, Assignee is willing to accept the right, title and interest of Assignee’s Land from Assignor as of the date of the Assignment, and hereby assumes the covenants, agreements and obligations of Assignor under the terms of the Assignment which are applicable and required to be performed, from and after the date of the Assignment; and

WHEREAS, under the terms of the 380 Agreement, the City shall acknowledge and consent to the Assignment if Assignee is willing to accept, without limitation all duties and obligations of Assignor for the Assignee’s Land under the Agreement and Assignor is not in default under the terms of the current Agreement;

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

SECTION 1. The City Council of the City of Ingleside, Texas finds that Assignor is not in default under the terms of the 380 Agreement and acknowledges that Assignee is willing to accept, without limitation all duties and obligations of Assignor under the Agreement, pursuant to the terms of the Assignment, for the Assignee’s Land a described in **Exhibit A**.

SECTION 2. The City Council of the City of Ingleside, Texas hereby consents to the Assignment and authorizes the Mayor to execute all of the documents related to the partial assignment of the 380 Agreement from Flint Hills Resources Corpus Christi, LLC, to J Enbridge Ingleside Oil Terminal, LLC.

SECTION 3. This Resolution shall be effective on the date of passage.

PASSED AND APPROVED this ____ day of July, 2024.

CITY OF INGLESIDE, TEXAS

Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 23

Deliberate and take appropriate action on a Joint Use Agreement (JUA) between the City of Ingleside and the Texas Department of Transportation regarding State Highway 200 Utility Relocation.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

During the negotiations for SH 200 with Texas Department of Transportation (TxDOT), an area of joint use was identified with utility lines running through it. In order for SH 200 to be constructed, the city will have to relocate a water line, a gas line, and a waste water force main that will intersect the proposed new road. In order to accomplish this, a Joint Use Agreement (JUA) must be entered into between the City and TxDOT. Part of the engineering for this has been done by Hanson Professional Services. The JUA must be executed for this project to continue. The JUA is attached as well as Hanson's estimate of probable construction costs.

FISCAL ANALYSIS:

The engineering portion of this will cost \$22,000.00 for engineering design phase services. \$1,862.07 will also be allocated for the design & construction phases. This will be a total cost to the City of \$23,862.07. Based on the original agreement with TxDOT, however this cost will be reimbursable back to the City.

RECOMMENDATION:

The staff recommendation is to approve of the Joint Use Agreement with TxDOT.

ATTACHMENTS:

1. Joint Use Area Map
2. 2024 7 31 Utility Joint Use Agreement JUA
3. Ingleside TxDOT Utility Relocation OPCC-PROJECT with Buy America

3

3.752 ACRES
(163,439 SQ. FT.)

CALLLED 22.705 ACRES
KRSTAVAC FARM, L.L.C., A TEXAS LIMITED
LIABILITY COMPANY
EFFECTIVE DATE: FEBRUARY 1, 2018
DOC. 675939
O.P.R.S.P.C.T.

FURTHER DESCRIBED
"Tract 3"
DOC. 439826
R.P.R.S.P.C.T.

(E-3)
10' WIDE UTILITY EASEMENT
AEP TEXAS INC.
EXECUTED DATE: SEPTEMBER 25, 2019
DOC. 693042
O.P.R.S.P.C.T.

CALLLED 22.705 ACRES
KRSTAVAC FARM, L.L.C., A TEXAS
LIMITED LIABILITY COMPANY
EFFECTIVE DATE: FEBRUARY 1, 2018
DOC. 675939
O.P.R.S.P.C.T.

FURTHER DESCRIBED
"Tract 2"
CALLLED 7.5162 ACRES
DOC. 439826
R.P.R.S.P.C.T.

30' PRIVATE ROAD EASEMENT
DOC. 439826
R.P.R.S.P.C.T.

DAY LAND & CATTLE CO
SURVEY NO. 387
ABSTRACT NO. 387

30' RELOCATED ACCESS
EASEMENT
KIEWIT OFFSHORE SERVICES,
LTD.
EFFECTIVE DATE: JUNE 26,
2007
DOC. 570353,
O.P.R.S.P.C.T.

30' WIDE PIPELINE EASEMENT
EFFECTIVE DATE: JUNE 26, 2007
DOC. 570353, O.P.R.S.P.C.T.

30' WIDE PERMANENT PIPELINE EASEMENT
EFFECTIVE DATE: FEBRUARY 6, 2019
DOC. 689512, O.P.R.S.P.C.T.

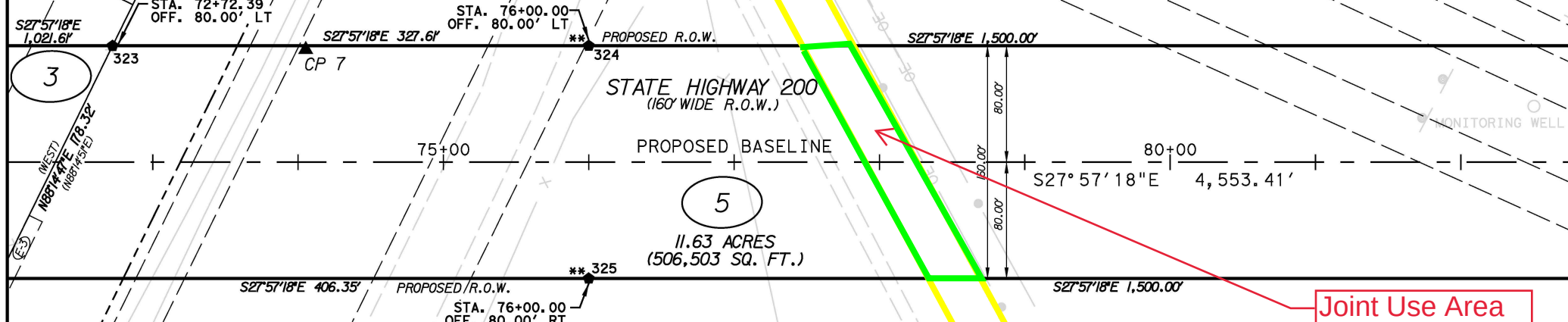
30' WIDE PIPELINE EASEMENT AND RIGHT-OF-WAY
HARVEST MIDSTREAM, L.P.
EFFECTIVE DATE: OCTOBER 1, 2019
DOC. 693689, O.P.R.S.P.C.T.

30' WIDE INGRESS/EGRESS EASEMENT
EFFECTIVE DATE: DECEMBER 18, 2014
DOC. 643402, O.P.R.S.P.C.T.

CALLLED 552.087 ACRES
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
EFFECTIVE DATE: JUNE 16, 2021
DOC. 711717
O.P.R.S.P.C.T.

MATCH LINE STA. 73+00.00

MATCH LINE STA. 83+00.00



Joint Use Area

- NOTES:
1. BEARINGS ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN ARE REFERENCED TO THE TxDOT VRS NETWORK WHICH IS TIED TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NSRS) AND BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, EPOCH: 2010.00.
 2. DUE TO THE COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00000, THE DISTANCE AND COORDINATE VALUES OF SURFACE AND GRID ARE EQUAL.
 3. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
 4. STATIONING IS BASED ON THE PROPOSED SH 200 ALIGNMENT SHOWN ON TxDOT'S APPROVED GEOMETRIC SCHEMATIC.
 5. BEARINGS AND DISTANCES SHOWN ENCLOSED IN PARENTHESES ARE CALLED BEARING AND DISTANCES IN THE DESCRIPTION OF THE PARENT TRACT.
 6. ONLY EASEMENTS SHOWN HEREON WERE REVIEWED BY CDS MUERY SERVICES.
 7. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
 8. ABSTRACTING WAS COMPLETED OCTOBER 2020.
 9. FIELD SURVEYING PERFORMED JUNE 2020 - DECEMBER 2020.
 10. RIGHT-OF-WAY MAP COMPLETED DECEMBER 2020.

SH 200 MONUMENT TABLE					
POINT #	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
323	17,206,071.33	1,397,235.15	72+72.39	80.00' LT	SET 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "TX DEPT OF TRANSPORTATION ROW MONUMENT"
324	17,205,781.94	1,397,388.73	76+00.00	80.00' LT	SET 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "TX DEPT OF TRANSPORTATION ROW MONUMENT"
325	17,205,706.94	1,397,247.40	76+00.00	80.00' RT	SET 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "TX DEPT OF TRANSPORTATION ROW MONUMENT"

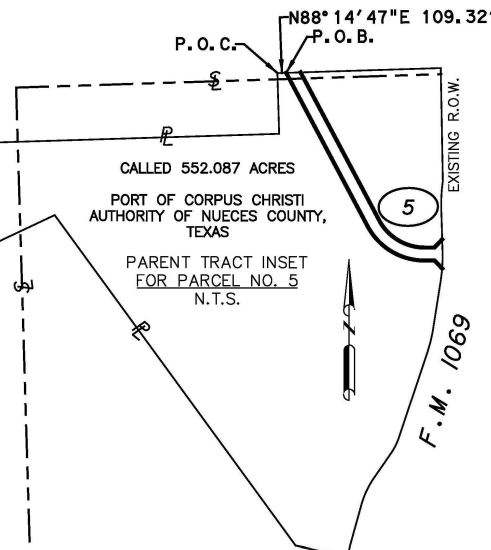
THOMAS T WILLIAMSON SURVEY
ABSTRACT NO. 294

CALLLED 119.00 ACRES
SUBSEA 7 (US), LLC., A DELAWARE
LIMITED LIABILITY COMPANY
EXECUTED DATE: JUNE 29, 2017
DOC. 668467
O.P.R.S.P.C.T.

CALLLED 552.087 ACRES
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
EFFECTIVE DATE: JUNE 16, 2021
DOC. 711717
O.P.R.S.P.C.T.

30' RELOCATED ACCESS EASEMENT
KIEWIT OFFSHORE SERVICES, LTD.
EFFECTIVE DATE: JUNE 26, 2007
DOC. 570353
O.P.R.S.P.C.T.

30' INGRESS-EGRESS ACCESS EASEMENT
CITY OF INGLESIDE
EFFECTIVE DATE: JANUARY 6, 2009
DOC. 589388, O.P.R.S.P.C.T.



8/26/2021 - UPDATED PARENT TRACT OWNERSHIP FOR PARCEL 5

CDS muery
ENGINEERS | SURVEYORS
100 NE Loop 410, Ste. 300 | San Antonio, Texas 78216
(210) 581-1111 | TBPE No. F-1733 | TBPLS No. 100495-00

FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		S.H. 200
STATE DIST. NO.	COUNTY	RCSJ NO.	SHEET NO.
16	SAN PATRICIO	3540-01-002	10

Texas Department of Transportation
© 2020 by Texas Department of Transportation
(all rights reserved)



UTILITY JOINT USE AGREEMENT

Form ROW-U-JUA
Replaces ROW-U-JUAA
(rev. 10/20)
Page 1 of 2

U-Number: <u>N/A</u>	Utility ID: <u>U00010626</u>
ROW CSJ: <u>3540-01-002</u>	County: <u>San Patricio</u>
District: <u>Corpus Christi</u>	Highway: <u>SH 200</u>
Federal Project No.: <u>STP 1602(265)</u>	From: <u>SH361</u>
Projected Highway Letting Date: _____	To: <u>FM 1069</u>

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Ingleside, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

_____ Initial	_____ Date	_____ Initial	_____ Date
TxDOT		Utility	

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: City of Ingleside

Name of Utility

By: _____

Authorized Signature

Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D: Corpus Christi District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

District Engineer

Date: _____

_____ Initial	_____ Date	_____ Initial	_____ Date
TxDOT		Utility	

Estimate of Probable Construction Costs



Title: Ingleside Water and Sewer Relocation and Encasement

Date of Estimate: November 23, 2022

Owner: City of Ingleside

Hanson Engineer: Lee Bloome

Contact: Greg Paredes

Hanson Contact: Melanie Gavlik

Address:

INTERIM REVIEW
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES
Lee Bloome P.E.
LICENSE NO. 145006
DATE: 11-23-22

ON-SITE IMPROVEMENTS

B. Water Relocation

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
7218 XXXX	CASING (STEEL) (20 IN)	194	LF	*	\$288.00	\$55,872.00
7218 XXXX	WATER MAIN PIPE (PVC)(C900)(12")	232	LF	*	\$92.00	\$21,344.00
7218 XXXX	REMOVAL OF EXISTING WATER LINE	228	LF	*	\$23.00	\$5,239.40
7218 XXXX	TEMPORARY LINE STOP	1	EA	*	\$5,200.00	\$5,200.00
7218 XXXX	FIRE HYDRANT ASSEMBLY	1	EA	*	\$6,250.00	\$6,250.00
7218 XXXX	FIRE HYDRANT BRANCH (LEAD) (6 IN.)	10	LF	*	\$69.00	\$690.00
7218 XXXX	GATE VALVE (12")	3	EA	*	\$9,000.00	\$27,000.00

B. Water Relocation Subtotal: \$121,595.40

C. Sanitary Forcemain Relocation

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
7218 XXXX	CASING (STEEL) (SANITARY SEWER) (12IN)	194	LF	*	\$230.00	\$44,620.00
7218 XXXX	SANITARY SEWER (FM) (C900) (RJ) (6")	228	LF	*	\$115.00	\$26,185.50
7218 XXXX	REMOVAL OF EXISTING FORCE MAIN PIPE	224	LF	*	\$17.00	\$3,799.50

C. Sanitary Forcemain Relocation Subtotal: \$74,605.00

ESTIMATED CONSTRUCTION COSTS \$196,200.40

OTHER EXPENSES - CITY OF INGLESIDE & ENGINEERING

ENGINEERING DESIGN PHASE SERVICES

	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
PROJECT MANAGER	14	HR		\$175.00	\$2,450.00
ENGINEER VI	38	HR		\$175.00	\$6,650.00
ENGINEER IV	50	HR		\$129.00	\$6,450.00
TECH VII	50	HR		\$129.00	\$6,450.00

ENGINEERING DESIGN PHASE SERVICES Subtotal: \$22,000.00

DESIGN & CONSTRUCTION PHASES - CITY EXPENSES

	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
CITY MANAGER	6	HR		\$84.37	\$506.22
DIRECTOR OF INFRASTRUCTURE	10	HR		\$64.82	\$648.20
PUBLIC WORKS DIRECTOR	5	HR		\$50.78	\$253.90
STREET ASSISTANT DIRECTOR	5	HR		\$45.27	\$226.35
WATER SUPERINTENDENT	6	HR		\$37.90	\$227.40

DESIGN & CONSTRUCTION PHASES - CITY EXPENSES Subtotal: \$1,862.07

ESTIMATED PROJECT COSTS \$220,062.47

Buy America material is denoted with an asterisk(*)

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 24

Deliberate and take appropriate action on the 2025 Pool Rental Agreement with adjustments to associated fees.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside has a fee schedule established for the rental of city-owned facilities by the public. These fees are not for revenue generating purposes but to recoup some of the expense to the City of Ingleside to provide these facilities. The pool rental agreement has not been revised since 2016. At this time, staff recommends a revision of this fee schedule as reflected on the attachment. Staff compared these rental rates to other area municipal pools and found them to be in line with them. Staff also is recommending to update the pool business hours to 12PM to 6PM, to accommodate pool parties to go in effect for the 2025 season.

FISCAL ANALYSIS:

The staff is recommending a fee adjustment to the pool rental agreement.

- 1.) Adding a \$100.00 Deposit to Residential and Non-residential Private Party Rate.
 - 2.) Residential Private Party Rate increased \$50.00 from \$125.00 to \$175.00 for a 2-hour rental.
 - 3.) Non-Residential Private Party Rate increased \$40.00 from \$185.00 to \$225.00 for a 2-hour rental.
 - 4.) Adding a Picnic Party rate of \$75.00 2 Hour Rental during normal operating hours.
-

RECOMMENDATION:

Staff recommends approval of updated 2025 Pool Rental Agreement with adjustments to associated fees.

ATTACHMENTS:

1. 2024 Final Draft Pool Rental Agreement



Charles H. Doherty Swimming Pool Rental Agreement City of Ingleside

The Charles H. Doherty pool is reserved on a first come first serve basis with priority given to youth activities and city events. Other activities may be going on in the facility during your event. Please be courteous to other users.

Renter: _____ Non- Profit: _____
Address: _____
City/ State: _____ Zip Code: _____
Phone Number: _____ Additional Contact: _____
Rental Date: _____ Rental Time: _____ AM/PM

Picnic Parties are 2 hour increments during regular business hours 12 pm to 6 pm Tuesday to Sunday. **Private Parties** are from 7 PM to 9 PM only on Thursday, Friday, Saturday, or Sunday. All rental fees and deposit must be paid when making a reservation. All cancelations must be made 72 hours prior to the reserved rental time or ½ of the rental fee shall be retained by the City of Ingleside.

Residential Rates

Deposit	\$100
2 Hour Rental	\$175

Non- Residential Rate

Deposit	\$100
2 Hour Rental	\$225

Picnic Party Rate

2 Hour Rental	\$75
---------------	------

Residents must produce a valid picture ID with Ingleside address. If the address has not been changed to Ingleside an ID and an active water bill with the resident's name on it must be provided.

Deposits and fees are to be paid prior to use and are received at the Humble Youth Center office. The deposit and rental fees are due within 2 days of booking the facility. The reservation is not confirmed until the deposit and rental fees have been paid. The deposit is to correct minor damage only; renters are responsible for the complete cost of any repairs needed beyond the one hundred dollar (\$100).

The deposit will be returned if no damage is found and the pool area is cleaned. Once it is determined requirements were met, the deposit will be sent to the address listed by the renter. **Deposit checks take up to 3-4 weeks to return.**



RULES

- A.** Parties over 50 people will be charged an additional fee of \$1.00 per person/ child.
- B.** Parties will be limited to only those hours served for the party. No one shall be allowed into the pool early. Everyone will be asked to exit the pool 15 minutes prior to the end of the party.
- C.** Up to three (3) people will be allowed into the pool area 15 minutes early to decorate.
- D.** All safety rules shall be enforced.
- E.** Food and beverages will be allowed into the pool area during parties. No glass containers will be allowed.
- F.** No barbeque grills will be allowed to be brought into the pool area.
- G.** No smoking is allowed in the pool area.
- H.** No alcoholic beverages are allowed.
- I.** No persons under the influence will be allowed in the pool.
- J.** Lifeguards have full authority over patrons in the pool area to ensure the safety of the guests.
- K.** All children 10 and under must be accompanied by an adult.
- L.** A minimum of three (3) adults, 21 or older, must be present at any party.

The City reserves the right to close the pool and cancel any parties due to inclement weather or any other unforeseen circumstances. You will be contacted as soon as possible if the City of Ingleside needs to close the pool at the time of your rental. At that time a new date will be rescheduled.

I understand that our pool rental is for 2 hours, and that it is my responsibility to ensure that the pool area is cleaned after my rental and that everyone leaves at the end of our rental. I further understand that I am responsible for any damage caused on my part during y reserved time. I will not allow drugs, alcoholic beverages, or any intoxicated person(s) onto the premises.

I also understand that staff will immediately clear the pool if lightning is visible, thunder is heard or if rain impairs the guard's vision of the pool bottom. Guests must wait at least 15 minutes after the last visible sign or sound of the storm before being allowed back into the pool area.

Executed this the ____ day of _____, 20____.

City of Ingleside

Applicant

Deposit: \$_____ Date: _____ Staff: _____

Rental Fee: \$_____ Date: _____ Staff: _____

Copy of Rental Agreement:

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 25

Deliberate and take appropriate action on the encumbrance of monies and authorize the purchase of a new fire tender, through the Houston-Galveston Area Council Buy Board.

SUBMITTED BY: Thomas Miller, Fire Chief

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Volunteer Fire Department (IVFD) is in need of a replacement water tender. The current IVFD water tender, Unit 140, is 21 years old and the typical life expectancy of a water tender in the fire service is 15 years. We purchased Unit 140 in 2003 and have spent in excess of \$30,000 on repairs. Replacement parts for Unit 140 are difficult to find and very expensive when parts can be located. Unit 140 is no longer mechanically sound and needs to be replaced. At this point, a new water tender is essential to meet the needs of the community and the Fire Department.

Attached are specs and drawings for two different Peirce M2-106 3000-gallon water tanker options, a 2-door and a 4-door. Included are both units, however the recommendation is the four (4) door unit as it would better meet our department's needs. The lead time is around 27 months for this new water tanker. Attached is the H-GAC contract.

FISCAL ANALYSIS:

The purchase price for this new water tender is \$675,000. This new truck would replace our current water tender truck which is mechanically unsound and is no longer cost-effective to repair. The staff has applied for a Texas A&M Forest Service Grant. The outcome of this grant is still unknown.

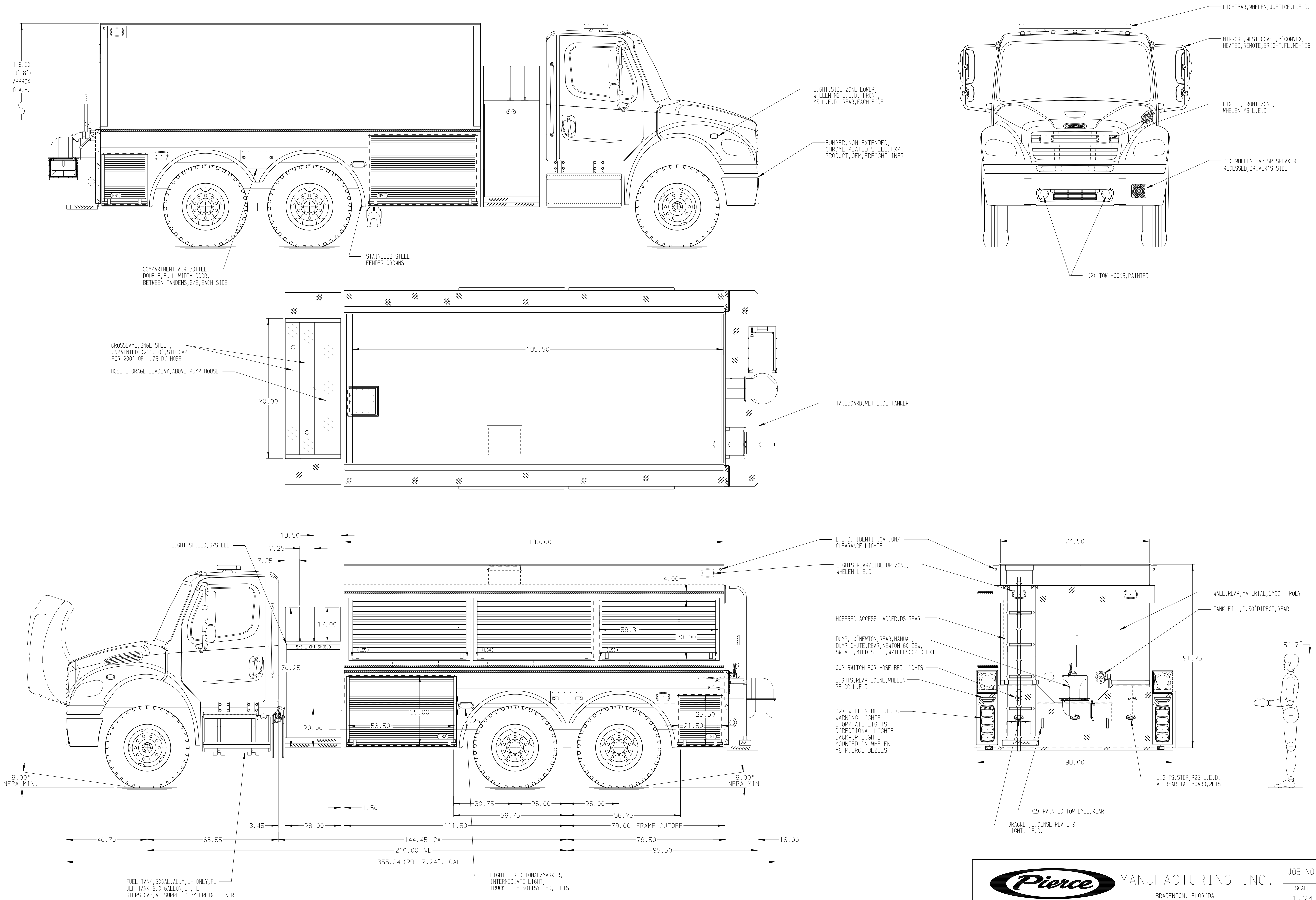
RECOMMENDATION:

Staff recommends approval of the encumbrance of monies and authorize the purchase of a new fire tender, through the Houston-Galveston Area Council Buy Board.

ATTACHMENTS:

1. 2023 SMEG 3000 BX Tanker High Side REF Drawing 2 Door
2. 2023 SMEG 3000 BX Tanker High Side Option List 2 Door
3. 2024 Ingleside M2-106 Pierce Dryside Tanker Drawing 4 Door
4. 2024 Ingleside M2-106 Pierce Dryside Tanker Option List 4 Door

5. Executed Contract-Siddons Martin Emergency Group



ALUMINUM BODY

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN.

REV	DATE	BY	CH	CHASSIS DATA
				MAKE
				FL
				MODEL
				M2-106

TITLE 3000 GALLON POLY BX TANKER, HIGH SIDE SINGLE STAGE PTO PUMP FOR PIERCE MANUFACTURING INC. BRADENTON, FLORIDA DWG NO.	 MANUFACTURING INC. BRADENTON, FLORIDA		JOB NO.	SF-2220
	SCALE 1:24		DATE	
	DRAWN BY JLA		02APR20	
	CHECKED BY CAG		17APR20	
	SHEET SIZE D		SHEET NO. 1 OF 1	

SF-2220AD



Option List

1/26/2024

Customer:	Siddons-Martin Sales	Bid Number:	1187
Representative	Carrero, Chris	Job Number:	42314
Organization:	Siddons-Martin Emergency Group	Number of Units:	1
Requirements Manager:	Jaroszewicz, Andrew	Bid Date:	12/04/2023
Description:	2023 SMEG 3000 BXT High Side DTF Chassis 2	Stock Number:	
Body:	Tanker, 3000 Gallon, Tandem Rear Axle, HIGH SIDE, BXT Program	Price Level:	47 (Current: 47)
Chassis:	Freightliner M2-106, 6x4 Tandem Rear Axle, BXT Tanker	Lane:	

Line	Option	Type	Option Description	Qty
1	0747721	SP	Tanker, BXT, 3000 GAL, HIGH SIDE, 1500 Gpm CX Pump, (SF-2220)	1
2	0766671		Boiler Plate, Tanker, w/Commercial Chassis	1
			Fire Department/Customer - Customer	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 300 Miles	
			Number of Fire Dept/Municipalities - 10	
			Bidder/Sales Organization - Siddons-Martin Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	
3	0018257		Commercial chassis & Snorkel products	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0610783		Comply NFPA 1901 Changes Effect Jan 1, 2016, With Exceptions, Commercial Chassis	1
8	0545738		Mobile Water Supply Fire Apparatus, PMFD	1
9	0588617		Vehicle Certification, Tanker	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0000000	STF	Purchase Order Submitted	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0816849		Performance Bond, Not Requested	1
15	0755376		Reference Drawing - Basic Configuration - Program Truck	1
16	0589819		Electrical Diagrams, Commercial	1
17	0773989		Freightliner M2-106, 6x4 Tandem Rear Axle, BXT Tanker	1
18	0818421		Model Year 2026 Stock/BMP	1
19	0747720	SP	Use SF-2240 Chassis Spec w/Spcl Trans,(BXT3000) w/1500gpm	1
20	0810338		Base Price, BXT Tanker, FLR M2-106, 6x4, Effective 05/05/2023	1
21	0812980		Not Required, Commercial Chassis Contingency Adjustment	1
22	0820727	SP	Price Override, Bid 1187 SMEG, CCarrero, CTF/DTF CHASSIS	1
23	0744230		Customer or Dealer Furnished Chassis Charge - US Domestic	1
			Commercial Chassis Provided By: - Dealer Supplied	
24	0773923		Wheelbase, 210", Tandem Axles (14.6K/40K GAWR), Freightliner M2-106, BXT3000	1
25	0773918		GVW Rating, BXT, Tandem, 54,600#	1
26	0579898		Frame, Chassis, Freightliner, 120 KSI	1
27	0635545		Frame Liner not Req'd, Commercial Chassis, BX Program Only	1
28	0669872		Axle, Front, 14.7K,(w/14.6K Rating) with Rear Tandem Axle, Freightliner	1
29	0773976		Suspension, Front Spring, 14,600 lb, Commercial	1
30	0073051		Shock Absorbers, Front	1
31	0789186		Brakes, Cam Front, 16.50"x 5.00" Commercial	1
32	0585775		MichelinTires	1
33	0772238		Tires, Front, 12R22.50	1
34	0773847		Wheels, Polished Aluminum, 22.50" x 8.25"	1
35	0634373		Axle, Tandem Rear, 40K, Freightliner	1
36	0772020		S-Cam Style 16.50" x 7.00"	1
37	0544651		Top Speed of Vehicle, 60 MPH, Commercial Chassis	1
38	0773965		Suspension, Rear, Flat Spring, 40,000 lb, 52" Spacing, Commercial	1
			Tandem Axle Spacing - 52"	
39	0772237		Tires, Rear, 11R22.50	1

Line	Option	Type	Option Description	Qty
40	0773815		Wheels, Polished Aluminum Outer w/ Steel Inner, 22.50" x 8.25"	1
41	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
42	0801909		Lug Nut, Covers, Chrome	1
43	0613741		Axle Hub Covers w/center hole, S/S, Front Axle, BX	1
44	0790980		Axle Hub Covers, Rear, S/S High Hat (Tandem), BXT	1
45	0628495		Mud Flaps, without Logo, Front & Rear, BX	1
46	0628492		Chocks, Wheel, SAC-44-E, Folding, BX	1
			Qty, Pair - 01	
47	0628426		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, BX	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward	
48	0773967		ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC, Commercial	1
49	0009547		Air Compressor, Brake, 18.7 CFM, Commercial	1
50	0773985		Air Dryer, Brake, w/Heater, Commercial	1
51	0641150		Air Inlet, w/Disconnect Coupling, Commercial Chassis, BX Program	1
52	0728954		Engine, Cummins L9, 360 hp, Freightliner	1
53	0755088		Engine Surcharge, Cummins/Freightliner	1
54	0001247		High Idle w/Electronic Engine, Commercial	1
55	0809318		Auxiliary Brake, Exhaust Brake , VGT Style, With Brake Lights, Freightliner PLUS	1
56	0779576		Fuel/Water Separator,Detroit,w/Hand Primer,H2O Sensor w/Preheater, M2-106/108SD	1
57	0773981		Air Intake, Engine, w/Ember Separator, OEM Installed, Commercial	1
58	0773636		Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial	1
59	0684987		Exhaust Modifications, Commercial Chassis, Horizontal Exhaust	1
60	0061579		Coolant Hoses, Gates Blue Stripe, FL M2	1
61	0773913		Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial	1
62	0773952		DEF Tank, Left Side Location, Commercial	1
63	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
64	0552712		Not Required, Shutoff Valve, Fuel Line	1
65	0023745		Cooler, Chassis Fuel, Pierce Installed	1
66	0747719	SP	Trans, Automatic, Allison 3000 EVS High Torque, w/Top/Side PTOs, Commercial	1
67	0809304		Transmission, Shifter, Stalk, 5 Speed, Freightliner PLUS	1
68	0011475		Transmission Oil Cooler, Internal, Commercial	1
69	0774905	SP	Mode, Downshift, Aggressive Downshift To 2nd, w/Engine Brake, 5 speed,BX product	1
70	0733744		Driveline for PTO/Transfer Case or No Pump Installation - Commercial	1
71	0809305		Steering, Power, With Tilt/Telescope Column, Freightliner PLUS	1
72	0581718		Bumper, Non-extended, Chrome Plated Steel, Freightliner M2	1
73	0013220		Tow Hooks, Painted - Commercial Chassis	1
74	0582760		Cab, 2-door, Flat Roof, Freightliner M2-106/108SD/BX Program	1
75	0809311		Cab Interior, Freightliner PLUS	1
76	0809984		Grille, Chromed Plastic, Freightliner M2 PLUS	1
77	0641391		Mirrors, West Coast, 8" Convex, Heated, Remote, Bright, Less PS Downview, FLR	1
78	0628417		Step Package, Deluxe Alum 4-Way, M2, 2-Door, BX	1
79	0637490		Lights, Cab Access Steps, LED, 2 Door BX Product	1
80	0809640		Power Windows & Dr Locks, Electric, Freightliner PLUS	1
81	0070598		Daytime Running Lts, Commercial	1
82	0773943		Air Conditioning, Commercial	1
83	0005940		Lights, Engine Compt, (2) Commercial Chassis	1
84	0623205		Console, Freightliner M2, 2/4 Door, Map Storage, BX	1
85	0726718		DECLINED - Side Roll Protection, Freightliner	1
86	0624102		Seating Capacity, Cab, 2-Door, Commercial	2
			Qty, - 02	
87	0789145		Seats, Cab, Air Driver w/Fixed Passenger, Non-SCBA, Freightliner, BXP, PRIMARY	1
88	0073999		No Crew Cab Seats, 2-door cab	1
89	0597773		Seat Belt Web Length, NFPA Compliant, Commercial Chassis	1
90	0581771		Seat Belts, Orange, Freightliner	1
91	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
92	0809653		Light, Dome, Freightliner PLUS	1
93	0602629		Portable Hand Lt, Provided by Fire Dept, Mobile Water Supply, NFPA 2016	1
94	0809312		Cab Instrumentation, Freightliner PLUS	1

Line	Option	Type	Option Description	Qty
95	0637502		Panel, Emergency Switch, BX/Wet Side Product	1
96	0641093		Light, Do not move apparatus, Commercial, BX Program	1
			Alarm, Do Not Move Truck - No Alarm	
97	0600094		Messages, Open Dr/DNMT, BX Product	1
98	0072620		Wiper control, intermittent feature Commercial	1
99	0635663		Wiring, Power Receptacles, Two, 12V DC, BX Program Apparatus Only	1
100	0730981	SP	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st, BX	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location, Spare Wiring - Center Console	
101	0637219		NO RADIO, AM/FM	1
102	0622928		Not Available, Vehicle Information Center, Multiplex System, Commercial Chassis	1
103	0734854		Collision Mitigation, Not Requested	1
104	0602046		Vehicle Data Recorder w/Seat Belt Monitor, Commercial, BX Program	1
105	0635217		Two-Way Radio Accommodation Package - BX Program Only	1
106	0808101		Camera, Pierce, 7" HD, R, Camera, AHD, BX	1
			Color - 1) black	
			Location, Camera Monitor - Driver Side Dash	
107	0814831		Not Required, Camera Switcher	1
108	0622749		Weldon V-MUX, Electrical System, Freightliner Chassis, BX-Product	1
109	0810079		Electrical System, Freightliner PLUS, M2-106, BXT Tanker **	1
110	0810858		Single Start, (2) Batteries, 2000 CCA Total, Freightliner M2-106/108SD	1
111	0583981		Battery Relocation NOT REQUIRED	1
112	0897772		Battery Location as Provided by Chassis Manufacturer	1
113	0809314		Selector, Single Start Battery, Freightliner PLUS	1
114	0815806		Charger, Sngl Sys, Kussmaul, 1000, 091-56-12 w/ Battery Saver, BX	1
115	0816548		Location, Body, Charger, Front Side Compartment, LS, BX	1
116	0815861		Panel, Charger Display, Kussmaul, Included w/ Charger, BX	1
117	0815810		Location, Pump Panel, Ind/Remote, LS Pump Panel, BX	1
118	0640664		Shoreline, 20A 120V, Kussmaul Auto Eject, for Battery Charger, BX	1
			Color, Kussmaul Cover - d) yellow	
			Qty, Shoreline - 1	
119	0640663		Shoreline Location, BX	1
			Location, Shoreline(s) - DS Pump Panel	
120	0595797		Alternator, 275 amp, Delco Remy 40SI	1
121	0634181		Load Manager, Inc w/MUX Electrical System , BX Program	1
122	0738018		Cab Lighting, LED HEADLIGHTS, Freightliner M2-106, PDI Install M2-112/108SD/114SD	1
123	0773739		Cab Lighting, LED Marker Lights, Commercial	1
124	0750542		Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED 2lts	1
125	0627281		Lights, Clearance/Marker/ID, ear, FRP LED Bar & Truck-Lite 33050R LED 4Lts, BX/Wet	1
126	0805623		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg, BXT	1
			Color, Lens, LED's - Match	
127	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
128	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
129	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
130	0589905		Alarm, Back-up Warning, PRECO 1040	1
131	0687610		Lights, Perimeter Cab, Truck-Lite 6060C LED 2Dr, Grommet Mt	1
132	0617866		Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1
133	0772784		Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step, BXT	1
			Control, Perimeter Lts - Parking Brake Applied	
134	0637492		Lights, Step, LED, BX Products, Prk Brk	1
135	0899665		Lights, Rear Scene, Wln, PEL*C LED, 45 Deg Flange, Pair, BX	1
			Switch, Lt Control 1 DC, 1 - a) DS Switch Panel	
136	0795634		Lights, PS Side Scene, Wln M9LZC Gradient LED, BX	2
			Qty, - 02	
			Switch, Lt Control 1 DC, 1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC, 2 - f) Pump Operator's Panel	
			Location, Scene Lights - PS Body, Forward & Rearward, 2lts	
137	0795633		Lights, DS Side Scene, Wln M9LZC Gradient LED, BX	2
			Qty, - 02	

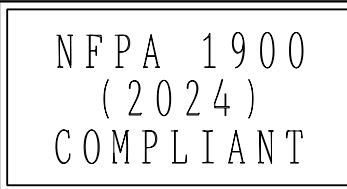
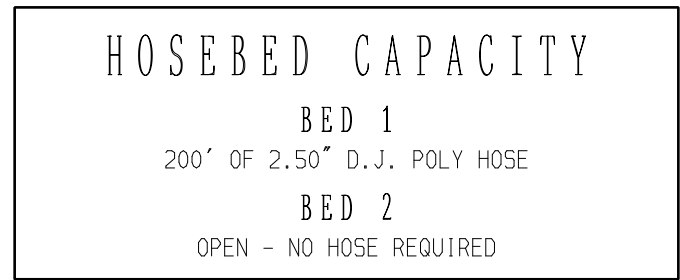
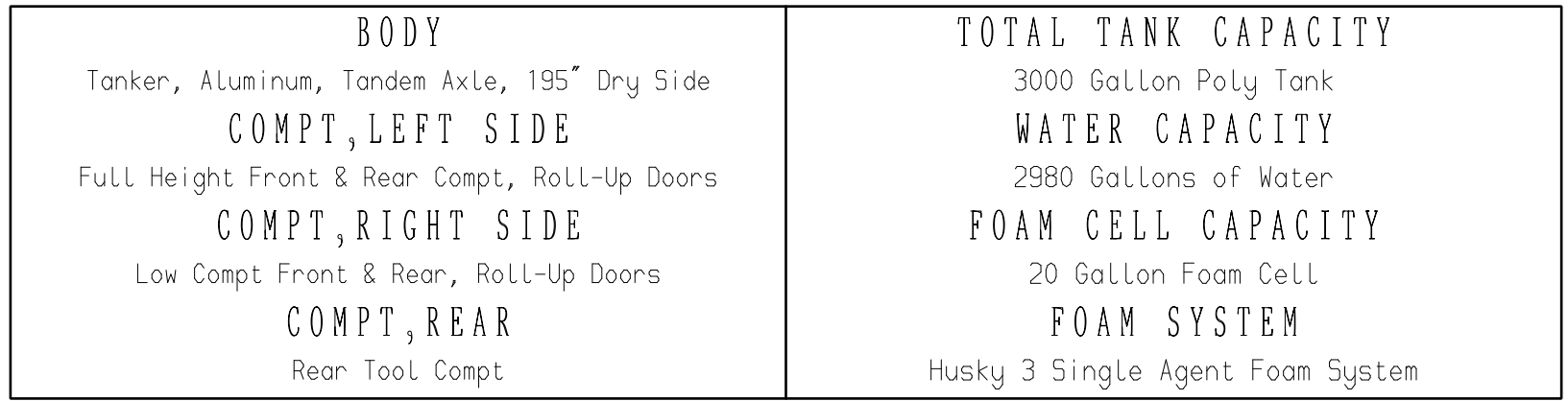
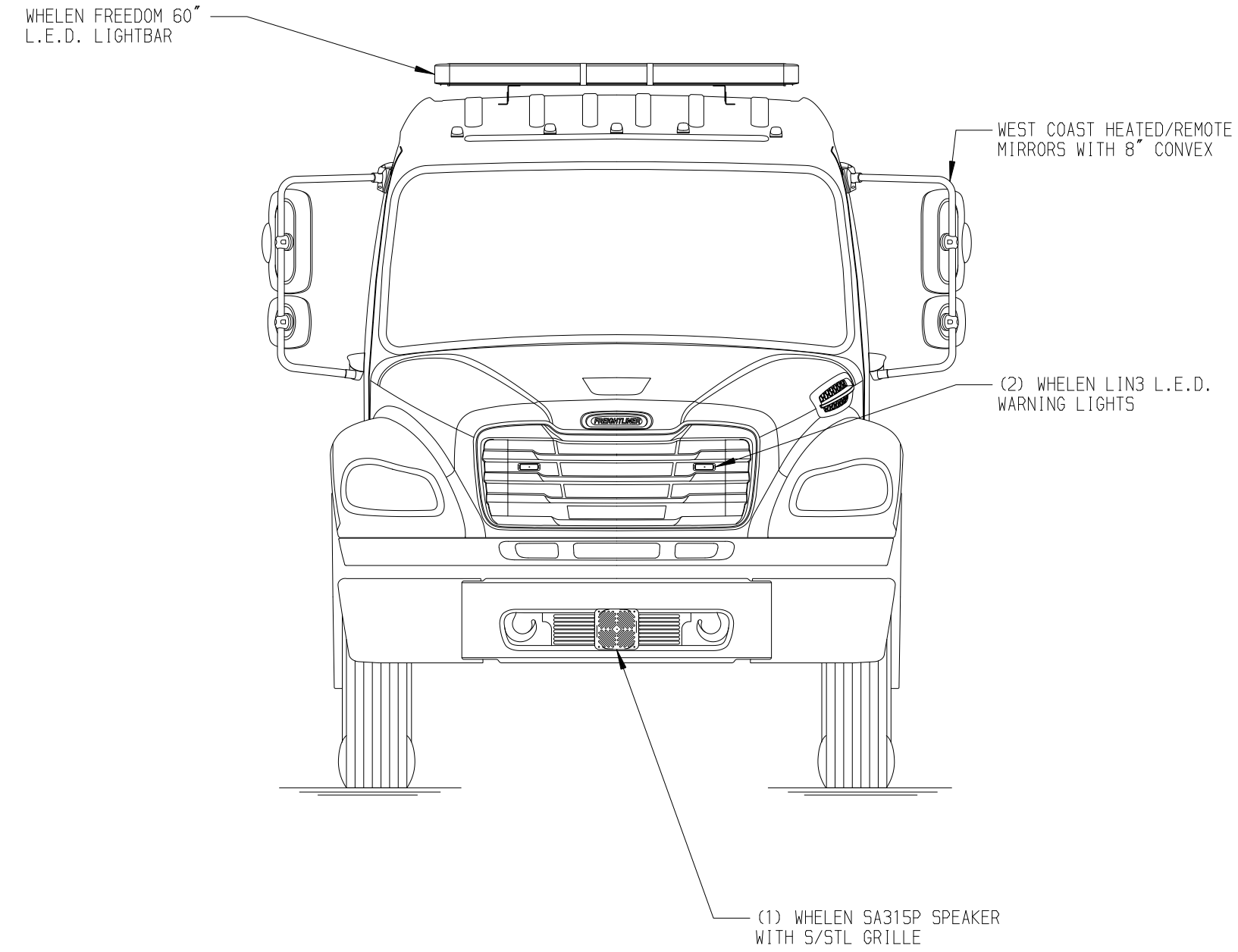
Line	Option	Type	Option Description	Qty
137			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Location, Scene Lights - DS Body, Forward & Rearward, 2lts	
138	0807618		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, BXT	1
139	0807616		Light, LED, Hose Bed, BXT	1
			Control, Hose Bed Lts - Cup Switch At Rear	
140	0795601		Lights, Rear Scene, Wln, M9LZC LED, Additional Rear Work/Scene Lights, BX	2
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - DS Cup Switch, Rear of Apparatus	
			Location, Scene Lights - Rear Body, Under The Hose Bed	
141	0797313		Not Required, No Walking Surface, NFPA	1
142	0804224		Tanker, 3000 Gallon, Tandem Rear Axle, HIGH SIDE, BXT Program	1
143	0601917		Tank,Water,Poly, 3000 Gallon,Tandem BXT/Wet Side w/High Side Compts	1
144	0641854		Foam Cell Provisions, BX Product	1
145	0641806		Restraint, Water Tank, BXT/Wet Side Tanker	1
146	0640174		Hose Bed Access Ladder, LS Rear, BXT/Wet Side Tanker	1
147	0027805		Overflow, 6" Poly, Tanker	1
148	0640188		Tank Fill, 2.50" Direct, Rear, Poly Tank, Right Side BXT/Wet Side Tanker	1
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - 2.5"NST	
149	0817849		Rack, Hyd Portable Tank, Zico Quic-Lift, PTS-HA, RS, 3000 Gal, Cover, BXT	1
			Size, Portable Tank - 3000g Fol-Da-Tank - Aluminum Frame	
			Cover Material, Rack, Folding Tank or HSH - Smooth Aluminum -	
			Painted Job Color	
150	0587341		Dump,10" Newton, Rear, Manual, Mild Steel, BXT/Wet Side	1
151	0637709		Dump Chute, Rear, Newton 6012SW Swivel, Mild Steel, w/Telescopic Extension	1
152	0028740		No Left Side Dump Req'd	1
153	0028767		Not Required, Dump Valve Chute, Left Side	1
154	0028741		No Pass Side Tank Dump Req'd	1
155	0028759		Not Required, Dump Valve Chute, Right Side	1
156	0640180		Hose Bed, BXT/Wet Side Tanker, Tandem Axle	1
157	0073494		Not Required, Divider, Hose Bed	1
158	0772809		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at	1
			Rear,BX/Wet	
			Type of fastener - 2" cam buckle	
			Nylon Web Color - Black	
			Type of fastener, Rear - 2" cam buckle - bottom of hosebed	
159	0013512		Running Boards, 12.75" Deep	1
160	0081509		Tailboard, BXT/Wet Side Tanker	1
161	0681298		Wall, Rear, Material, Smooth Poly, BXT/Wet Side Tanker	1
162	0003540		Tow Eyes (2) (Tanker/Rescue)	1
163	0640162		Construction, BXT/Wet Side Tanker	1
164	0601915		LS Compartments, HIGH SIDE UPPERS, Tandem Axle, BXT/Wet Side Tanker	1
165	0639756		Compt, (1) Hard Suction Hose, LS, Treadplate Door, BXT Tandem Axle Tanker	1
166	0644897		RS Compartments, Tandem Axle, BXT/Wet Side Tanker	1
167	0639755		Compt, (1) Hard Suction Hose, RS, Treadplate Rear Door, BXT Tandem Axle	1
			Tanker	
168	0797137		Doors, Gortite, Roll-up, Side Compartments, BXT/Wet Side High Side Tandem	7
			Tanker	
			Qty, Door Accessory - 07	
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
169	0770745		Pull Strap, Door, BXT/Wet Side, 3000 High Side	3
			Qty, Door Accessory - 03	
			Location, Door Pull Strap - LS3, LS4 and LS5	
170	0742309		Lights, Compt, Pierce LED,NFPA Min,All Body Compts,BXT HighSideTandem	5
			w/Dumps	
			Qty, Lights, Pair - 5	
171	0772449		3000 High Side, Shelf Tracks, Unpainted, BXT/Wet Side	3
			Qty, Shelf Track - 03	
			Location, Shelf Track - LS3, LS4 and LS5	

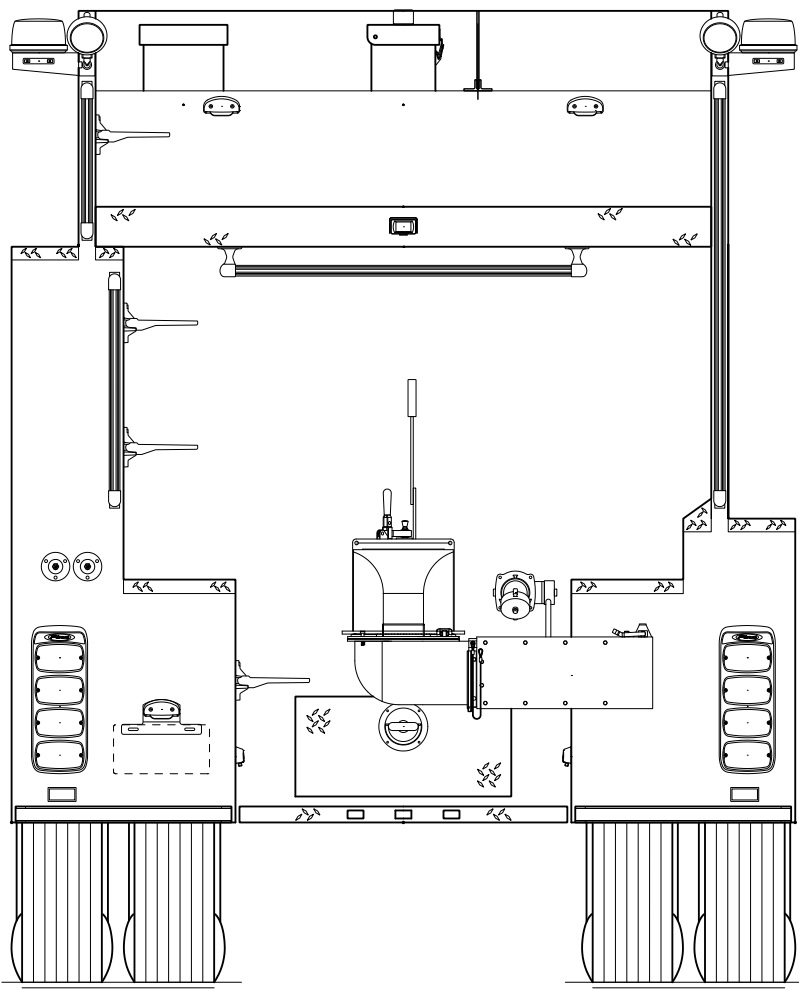
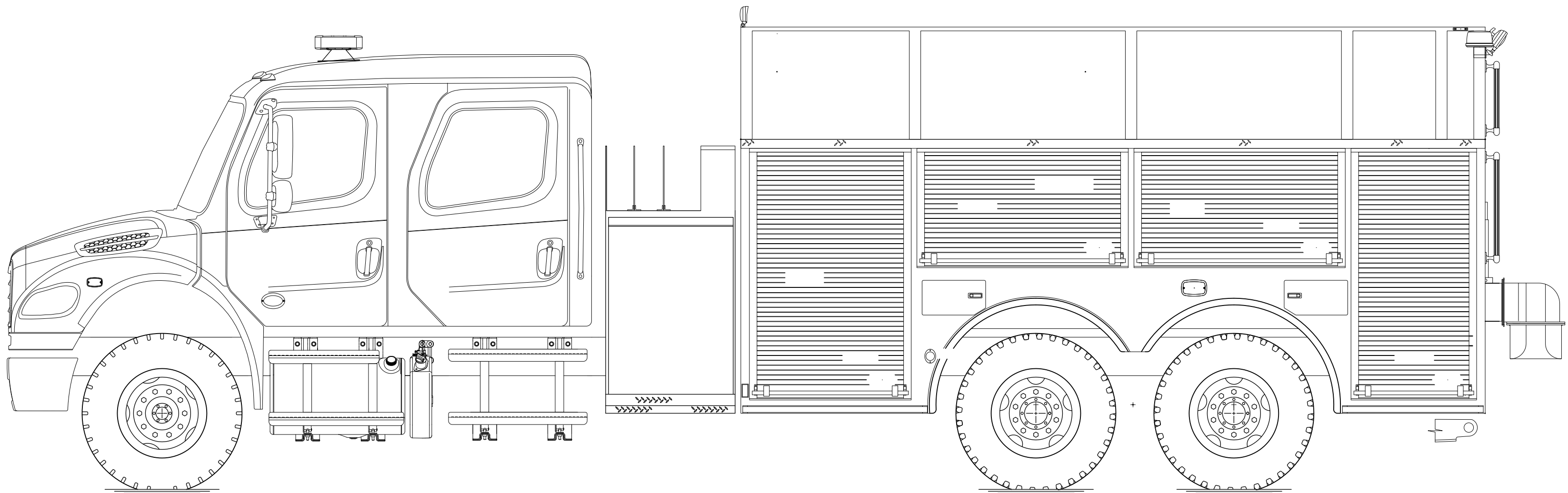
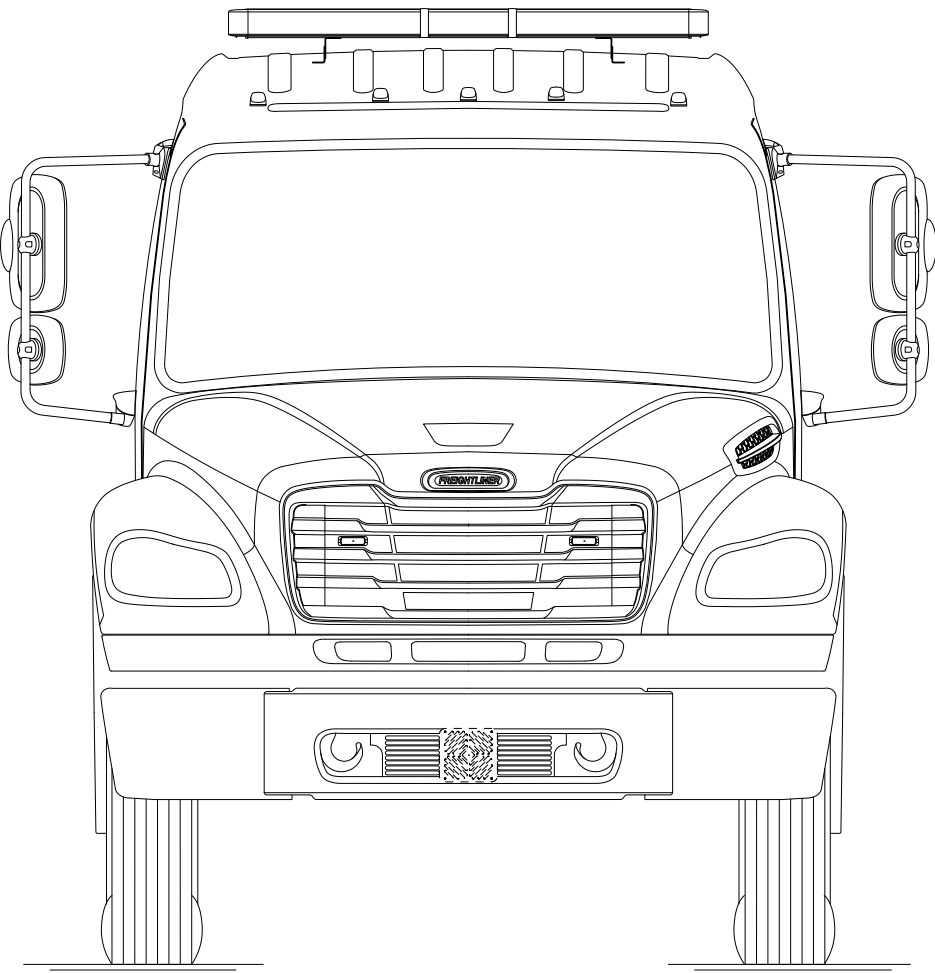
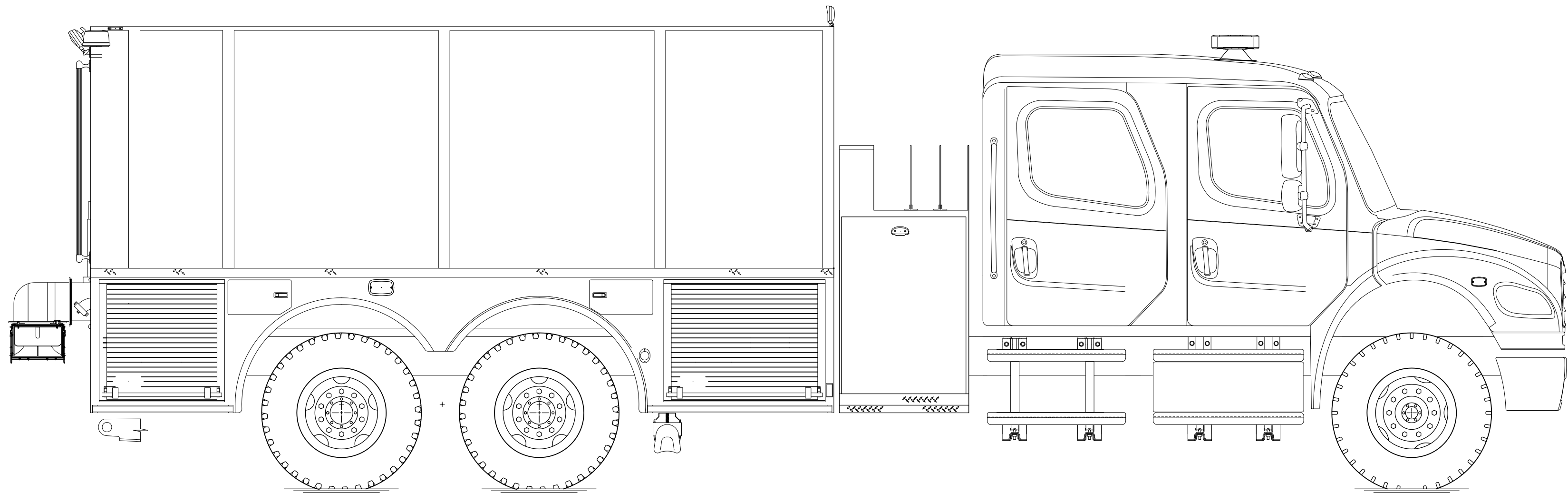
Line	Option	Type	Option Description	Qty
172	0772417		3000 High Side, Shelves, Adj, 215 lb Cap, Full width/Depth, 3/16", Painted, BXT/Wet Qty, Shelf - 03 Location, Shelves/Trays, Predefined - LS3-Centered, LS4-Centered and LS5-Centered	3
173	0772451		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, BXT/Wet Side Qty, - 02 Material - paint to match compt interior Location, Tray Slide-Out, Floor Mounted - RS2 and LS2	2
174	0014015		Rub Rail, Not Required	1
175	0004027		Fender Crowns, Rear, S/S, 2 Pair	1
176	0519849		Not Required, Hose, Hard Suction	1
177	0639512		No Handrails Req'd @ Side Pump Panel, Use Cab Handrails	1
178	0797123		Compt, Air Bottle, Double, Between Tandems, S/S, BXT/Wet Side Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Flush Lift & Turn	2
179	0624800		Ladder, 24' Duo-Safety 900A 2-Sect, BXT/Wet Side	1
180	0596082		Ladder, 14' Duo-Safety 775A Roof, BX/Wet Side	1
181	0754381		Ladder/Pike Pole (2) Storage, 1 HB Divider, Top of Tank, BXT/Wet Side Location, driver's/passenger's/center - RS	1
182	0624796		Ladder, 10' Duo-Safety Folding 585A, w/Mtg, BXT/Wet Side Tanker Location, Folding Ladder - Hosebed	1
183	0784209		Not Required, Pike Pole, 6', Mobile Water Supply Vehicle	1
184	0752754		Steps, w/LED, Right Side Front of Body/Cargo Area, Deluge Access, BXT/Wet Side Coating, Step - luminescent	1
185	0014381		Not Required, Rear Step (No rear door)	1
186	0632311		Pump House, Side Control, 28", BXT Tanker	1
187	0035501		Pump House Structure, Std Height	1
188	0747716	SP	Pump, Waterous, CXPA, 1500 GPM, Single Stage, PTO, BX Products	1
189	0084489		Seal, Mechanical, Waterous, PTO	1
190	0690873		Trans, Pump, Waterous, "PA" Series, Heavy Duty PTO	1
191	0748194		Pumping Mode, BXT Tankers Pumping Mode - Pump in Motion	1
192	0535276		Pump Shift, PTO Pump	1
193	0581602		Transmission Lock-up, Not Req'd, PTO Pump	1
194	0004547		Auxiliary Cooling System	1
195	0014486		Not Required, Transfer Valve, Single Stage Pump	1
196	0637712		Valve, Relief Intake, BX Program	1
197	0564941		Controller, Pressure, FRC, Pump Boss, PBA200	1
198	0072153		Primer, Trident, Air Prime, Air Operated	1
199	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
200	0602487		Plumbing, Stainless Steel and Hose, Single Stage Pump, PMFD	1
201	0795135		Plumbing, Stainless Steel, w/Foam System	1
202	0634479		Inlets, 6.00" - 1000 GPM or Larger Pump, BXT/BXP, Pumper or Tanker	1
203	0017541		Cap, Main Pump Inlet, Rocker Lug, NST, VLH	1
204	0084610		Valves, Akron 8000 series- All	1
205	0004685		Valve, Inlet(s) - Outside Panel	1
206	0004700		Control, Inlet, at Valve	1
207	0004660		Inlet (1), Left Side, 2.50"	1
208	0029147		Not Required, Inlet, Right Side	1
209	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
210	0807343		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PTO Pump, BXP/BXT	1
211	0027900		Tank Fill, 2.00"	1
212	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
213	0632237		Outlet, Left Side, 2.50", BXT Tanker Qty, Discharges - 01	1
214	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
215	0092570		Not Required, Outlets, Left Side Additional	1
216	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
217	0641830		Outlet, Right Side, 2.50", BX Program Qty, Discharges - 01	1
218	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1

Line	Option	Type	Option Description	Qty
219	0092571		Not Required, Outlets, Right Side Additional	1
220	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
221	0750992		Outlet, RH, 4" w/ 3" Valve, Akron, BXT Tanker w/1000 or Greater GPM Pump	1
			Qty, Discharges - 01	
			Valve, Brand - Akron	
222	0649166		Elbow, Large Dia Outlet, 45 Deg, 4.00" FNST x 4.00" MNST, VLH Elbow w/Cap	1
223	0092572		Not Required, Outlet, Front	1
224	0092574		Not Required, Outlet, Rear, Additional	1
225	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
226	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
227	0754757		Outlet, 3.00" Deluge Riser w/2.50" Valve, BXT	1
228	0805637		No Monitor Requested, Customer or Dealer Furnished & Installed, BXP/BXT Programs	1
			Fill in Blank - TBD	
229	0892340		Deluge Mount, NPT, BXP/BXT, PMFD	1
230	0788572		No Deadlay Required, Cargo Compartment Above Pump, Tanker, BXT	1
231	0640295		Crosslays, Sngl Sheet unpainted,1.50", Std. Cap, BXT Tanker	2
			Qty, Crosslays - 2	
232	0029196		Not Required, 2.50" Crosslay	1
233	0730614	SP	Hose Restraint, Crosslays, 2" Nylon Web, Seatbelt Buckle, Tether, Bar, Sides, BX	2
			Qty, - 02	
			Color, Strap - Orange	
234	0641849		Plumbing Setup for Foam System (Single Agent), BX Program	1
235	0637798		Discharges, Foam Capable, BXT Tanker	1
236	0012126		Not Required, CAF Compressor	1
237	0552517		Not Required, Refill, Foam Tank	1
238	0042573		Not Required, Foam System Demonstration	1
239	0641852		Provisions for Foam Cell, (30 Gallon) - BX Program	1
240	0091110		Not Required, Foam Tank Drain	1
241	0091079		Not Required, Foam Tank #2	1
242	0091112		Not Required, Foam Tank #2 Drain	1
243	0738072		Approval Dwg, Pump Panel(s), Not Required	1
244	0035570		Pump Panel Configuration, No Match Required	1
245	0734094	SP	Material, Pump Panels, Side Control Painted FormCoat Black, BX	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
246	0892828		Panel, Pump Access - Right Side Only, Side Control, BX	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
247	0005945		Light, Pump Compt	1
248	0509305		Gauges, Engine - Pump Panel, Included with FRC Governor Control, PMFD	1
249	0005601		Throttle, Engine, Incl'd w/Press Controller	1
250	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
251	0549333		Indicators, Engine, Included with Pressure Controller	1
252	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
253	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
254	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
255	0735890		Gauge, Water Level, Class 1, Remote Module Driver, BXT	1
256	0750162		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level, Use w/Pierce Class 1, BX	1
			Qty, - 1	
			Location, Water Level Gauge, Single-Select - d) Rear	
			Activation, Water Level G - pg) pump in gear	
			Color, Trim - Black Trim	
257	0641761		Provision for Foam Level Gauge, BX Program	1
258	0593161		Light Shield, S/S LED	1
259	0887486		Air Horns, (2) Hadley, On Sides Of Engine Hood, BX	1
260	0791273		Location, Air Horn(s), Side of Engine Hood	1
261	0628112		Control, Air Horn, Horn Ring, PS Foot Sw, BXP	1
262	0773920		Siren, WIn 295SLSA1, 100 or 200 Watt, BX Product	1
263	0637494		Location, Electronic Siren, BX Product	1
264	0798644		Control, Elec Siren, Head Only, BX	1

Line	Option	Type	Option Description	Qty
265	0763386		Speaker, (1) Wln, SA315P, 100 watt, BX Program	1
			Qty, Speakers - 1	
			Connection, Speaker - siren head	
266	0779469		Location, Speaker, Non-Extended Front Bumper, Recessed, Center, BX Program	1
267	0746353		Not Required, Warning Lights Intensity	1
268	0606714		Lightbar, Wln, Freedom IV-Q, 60", RR_R_W__W_R_RR	1
			Filter, Whl Freedom Ltbrs - No Filters	
269	0720730		Lights, Front Zone, Wln M6** LED, Lens Choice, Commercial, BX	1
			Flange Kit - w)with flange	
			Color, Lens, LED's - Clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
270	0899479		Lights, Side Zone Lower, Wln M2* Frnt & M6* Rear LED,Lens Choice,2pr,BX	1
			Location, Lights Front Side - a)each side engine hood	
			Flange Kit - w)with flange	
			Location, Lights Rear Side - Rear Fender Panel	
			Color, Lens, LEDs - Clear	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
271	0720717		Lights, Rear Zn Lwr, Wln M6*, Lens Choice,For Tail Light Housing, BXT/Wet Side	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
272	0720722		Lights, Rear/Side Up Zone, Wln M6* LED, Lens Choice, 4lts, BX/Wet Side	1
			Flange Kit - w)with flange	
			Color, Lens, LED's - Clear	
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
273	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
274	0033096		Rear Warning Brackets Not Req'd	1
275	0791445		Light, Traffic Directing, Wln TAM65 36" Long LED, BX	1
			Activation, Traffic Dir L - Not Connected	
276	0627993		Location, TDL, Surface Mounted, BX	1
277	0627991		Location, Traf Dir Lt Controller, in Cab, Within Reach of Driver, Comm, BX	1
278	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
279	0602518		NFPA Required Loose Equipment,Mobile Water, NFPA 2016, Provided by Fire Dept	1
280	0602402		Soft Suction Hose, Provided by Fire Department, Mobile Water Supply	1
281	0027023		No Strainer Required	1
282	0602536		Extinguisher, Dry Chemical, Mobile Water Supply, NFPA 2016,Provided by Fire Dept	1
283	0602355		Extinguisher, 2.5 Gal. Press. Water, Mobile Water/Foam, Not Required	1
284	0784238		Axe, Flathead, Mobile Water Supply, Not Required by NFPA 2016 Classification	1
285	0810599		Axes, Pickhead, Mobile Water Supply, Not Required by NFPA 2016 Classification	1
286	0607712		Paint Process / Environmental Requirements, PMFD	1
287	0583882		Paint, 90 Red, Commercial Grade Chassis Finish, PMFD Commercial Chassis	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
288	0586561		Chassis Cab Paint, #90 Red, by Chassis Manufacturer, Standard	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
289	0583915		No Two-Tone Paint Req'd	1
290	0582663		Paint, Chassis Frame Assy, Black, by Commerical Chassis Manufacturer	1
291	0651185		Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial	1
292	0651164		Wheels, Accent Stripe NOT REQUIRED	1
293	0007230		Compartment, Painted, Spatter Gray	1
294	0544132		Reflective Band, 1"-4"-1", Separate Roll-up Door & Cab/Body Color	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - m) red	
295	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	

Line	Option	Type	Option Description	Qty
295			Color, Chevron DG - Fluorescent Yellow-Green 983-23	
296	0783460	SP	Stripe, Chevron, Rear, Diamond Grade, BX Tanker, Upper Section	1
			Color, Rear Chevron DG - fluorescent yellow green	
297	0688796		Stripe, Reflective, Chevron, DG, Match Rear, Cab Drs Interior, Commercial, 2dr	1
			Size, Chevron Stripping - 04	
298	0027286		Not Required, Lettering Specs	1
299	0007472		[Lettering not Requested]	1
300	0684185		Emblem, Maltese Cross, Reflective, 12"-14", Pair	1
			Qty, - 01	
			Location, Emblem - Cab Doors	
301	0634098		Pricing Adjustment - Body - NOT REQUIRED - BX	1
302	0634097		Pricing Adjustment - Chassis - NOT REQUIRED - BX	1
303	0766245		Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product	1
304	0766243		Manual on USB Flash Drive, Service, Commercial	1
305	0002902		Manual, Commercial Chassis Operation	1
306	0080008		Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008	1
307	0638262		Warranty, Basic Vehicle, 5 yrs/100,000 Miles, BX Product	1
308	0595282		Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial	1
309	0695416		Warranty, Pierce Camera System, WA0188	1
310	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
311	0021516		Warranty, 5-Year EVS Transmission, Standard Comm, WA0187	1
312	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
313	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
314	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
315	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
316	0641372		Warranty, Foam System, Not Available	1
317	0639510		Warranty, Water Tank, Lifetime, ProPoly, Poly Tank	1
318	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
319	0593921		Not Required, Warranty, No Lettering	1
320	0683627		Certification, Vehicle Stability, CD0156	1
321	0544897		Certification, Cab Integrity, Freightliner, CD0022	1
322	0820089		Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0160	1
323	0545073		Amp Draw Report, NFPA Current Edition	1
324	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
325	0000017		FLORIDA DIVISION BODY	1
326	0000015		FLORIDA DIVISION COMMERCIAL CHASSIS	1
327	0004713		ENGINE, OTHER	1
328	0046395		EVS 3000 Series TRANSMISSION	1
329	0020011		WATEROUS PUMP	1
330	0089358		DRY SIDE - TANK	1
331	0028047		NO FOAM SYSTEM	1
332	0020006		SIDE CONTROL	1
333	0020007		AKRON VALVES	1
334	0020909		ABS SYSTEMS, Commercial	1
335	0658751		PUMPER BASE	1





NOTE
LAYOUT AND SIZES PROVIDED BY CUSTOMERS
MAY VARY DUE TO AVAILABLE WORKING SPACE.

COLOR LEGEND	
PINK	LETTERING (VINYL OR REFLECTIVE)
ORANGE	STRIPING (VINYL OR REFLECTIVE)
GREEN	GOLD LEAF
YELLOW	CUSTOMER FURNISHED PRODUCT

CUSTOMER APPROVAL					 MANUFACTURING INC.		JOB NO.	—
APPROVED BY: _____					TITLE	LETTERING, STRIPING, AND PAINTING INSTRUCTIONS —	SCALE 1:24	DATE
DATE: _____							DRAWN BY —	—
							CHECKED BY —	—
				CHASSIS DATA	FOR	test 2 —	SHEET SIZE D	SHEET NO. 1 of 1
				MAKE PIERCE				
				MODEL —	DWG NO.	LSP-LP		
REV	DATE	BY	CH					

CUSTOMER APPROVAL

APPROVED BY: _____
DATE: _____

NOTE: PLEASE REVIEW CHEVRON
COVERAGE AND DOOR MATERIAL PER
PULSE OPTIONS. NON-RELATED OR
NON-CRITICAL MINOR DEVIATIONS
MAY EXIST.



MANUFACTURING INC.

JOB NO.

—

SCALE

1 : 24

TITLE

CHEVRON DRAWING

—

DRAWN BY

—

FOR

—

—

DATE

—

DWG
NO.

CHEVRON DRAWING

SHEET SIZE

A

SHEET NO.

1 OF 1



Option List

7/3/2024

Customer:	Ingleside Volunteer Fire Department	Bid Number:	1146
Representative	Hoyt, Don	Job Number:	
Organization:	Siddons-Martin Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	12/31/2024
Description:	2024 Ingleside M2-106 Dryside Tanker	Stock Number:	
Body:	Tanker, Dry Side, 2nd Gen, Aluminum Body, Tandem Axle, Commercial Chassis	Price Level:	49 (Current: 49)
Chassis:	Freightliner M2-106, 6x4 Tandem Rear Axle	Lane:	

Line	Option	Type	Option Description	Qty
1	0895376		Build-to-Order, Pierce Florida Product - 2nd Gen Tanker	1
2	0766671		Boiler Plate, Tanker, w/Commercial Chassis	1
			Fire Department/Customer - Ingleside Volunteer Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 10 Miles	
			Number of Fire Dept/Municipalities - 2	
			Bidder/Sales Organization - Siddons-Martin Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	
3	0018257		Commercial chassis & Snorkel products	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0816620		Comply NFPA 1900 Changes Effect Jan 1, 2024, With Exceptions, Commercial Chassis	1
8	0545738		Mobile Water Supply Fire Apparatus, PMFD	1
9	0588617		Vehicle Certification, Tanker	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0537375		Unit of Measure, US Gallons	1
12	0000005		Bid Bond, 10%	1
13	0816569		Performance Bond, Not Requested, PPI Terms	1
14	0000007		Approval Drawing	1
15	0589819		Electrical Diagrams, Commercial	1
16	0583766		Freightliner M2-106, 6x4 Tandem Rear Axle	1
17	0815763		Model Year 2027	1
18	0815788		Base Price, Freightliner M2-106, 6x4, Effective 11/03/2023	1
19	0812980		Not Required, Commercial Chassis Contingency Adjustment	1
20	0624749		Wheelbase, 247" to 288", Tandem Axles, (All GAWR), Freightliner	1
			Wheelbase - 255 inches	
21	0584367		GVW Rating, Commercial Chassis	1
			GVW rating - 54,600 pounds	
22	0579898		Frame, Chassis, Freightliner, 120 KSI	1
23	0584366		Frame Liner not Req'd, Commercial Chassis	1
24	0669872		Axle, Front, 14.7K,(w/14.6K Rating) with Rear Tandem Axle, Freightliner	1
25	0773976		Suspension, Front Spring, 14,600 lb, Commercial	1
26	0073051		Shock Absorbers, Front	1
27	0789186		Brakes, Cam Front, 16.50"x 5.00" Commercial	1
28	0585775		MichelinTires	1
29	0772238		Tires, Front, 12R22.50	1
30	0773847		Wheels, Polished Aluminum, 22.50" x 8.25"	1
31	0608332		Axle, Rear, Meritor, MT40-14X, 40K, Freightliner	1
32	0772020		S-Cam Style 16.50" x 7.00"	1
33	0544651		Top Speed of Vehicle, 60 MPH, Commercial Chassis	1
34	0773965		Suspension, Rear, Flat Spring, 40,000 lb, 52" Spacing, Commercial	1
			Tandem Axle Spacing - 52"	
35	0772237		Tires, Rear, 11R22.50	1
36	0773815		Wheels, Polished Aluminum Outer w/ Steel Inner, 22.50" x 8.25"	1
37	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
38	0801932		Lug Nut, Covers, Stainless Steel	1

Line	Option	Type	Option Description	Qty
39	0818773		Chocks, Wheel, Mobile Water Supply, Provided by Fire Department, NFPA/ULC 2024	1
40	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1
41	0773967		ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC, Commercial	1
42	0009547		Air Compressor, Brake, 18.7 CFM, Commercial	1
43	0773985		Air Dryer, Brake, w/Heater, Commercial	1
44	0010574		Air Inlet, w/Disconnect Coupling, Commercial Chassis	1
45	0771267		Location, Air Coupling(s) - h) DS Pump Panel	1
46	0755088		Engine, Cummins L9, 300 hp, Freightliner	1
47	0001247		Engine Surcharge, Cummins/Freightliner	1
48	0809318		High Idle w/Electronic Engine, Commercial	1
49	0779576		Auxiliary Brake, Exhaust Brake , VGT Style, With Brake Lights, Freightliner PLUS	1
50	0773981		Fuel/Water Separator,Detroit,w/Hand Primer,H2O Sensor w/Preheater, M2-106/108SD	1
51	0773636		Air Intake, Engine, w/Ember Separator, OEM Installed, Commercial	1
52	0684987		Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial	1
53	0061579		Exhaust Modifications, Commercial Chassis, Horizontal Exhaust	1
54	0773913		Coolant Hoses, Gates Blue Stripe, FL M2	1
55	0773952		Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial	1
56	0723716		DEF Tank, Left Side Location, Commercial	1
57	0552712		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
58	0023745		Not Required, Shutoff Valve, Fuel Line	1
59	0773950		Cooler, Chassis Fuel, Pierce Installed	1
60	0809304		Trans, Automatic, Allison 3000 EVS, w/(2) PTO Provsions, Commercial	1
61	0011475		Transmission, Shifter, Stalk, 5 Speed, Freightliner PLUS	1
62	0733745		Transmission Oil Cooler, Internal, Commercial	1
63	0809305		Driveline for Mid-Ship Pump Installation - Provided By Chassis Mfgr - Commercial	1
64	0073076		Steering, Power, With Tilt/Telescope Column, Freightliner PLUS	1
65	0013220		Bumper, Non-Extended, Painted Steel, Freightliner M2	1
66	0582756		Tow Hooks, Painted - Commercial Chassis	1
67	0809311		Cab, 4-door, Crew Cab High-Roof, Freightliner, M2-106/108SD	1
68	0809984		Cab Interior, Freightliner PLUS	1
69	0641391		Grille, Chromed Plastic, Freightliner M2 PLUS	1
70	0027013		Mirrors, West Coast, 8" Convex, Heated, Remote, Bright, Less PS Downview, FLR	1
71	0616224		Not Required, Peeper Window	1
72	0509487		Steps, Cab, as Supplied by Freightliner (Stainless Steel)	1
73	0809640		Lights, Cab Access Steps, P25, LED, 4Lts	1
74	0773943		Power Windows & Dr Locks, Electric, Freightliner PLUS	1
75	0759495		Air Conditioning, Commercial	1
76	0005940		Ember Screen, for AC Filter, Air Intake, Pierce Provided, Commercial Chassis	1
77	0660140		Lights, Engine Compt, (2) Commercial Chassis	1
78	0726766		No Console Required	1
79	0624106		Side Roll Protection, Freightliner	1
80	0726339		Seating Capacity, Cab, 4-Door, Commercial	5
81	0726341		Qty, - 05	
82	0821142		Seats, Cab, Air Driver/Passenger, Pierce PSV, Non-SCBA, Freightliner, PRIMARY	1
83	0581771		Covering, Seat Material, Commercial - Vinyl	1
84	0543133		Seats, Frwd Fing CC, (2) Pierce PSV, Outboard, HiBack, Safety, PRIMARY	1
85	0809653		Covering, Seat Material, Commercial - Vinyl	1
86	0816997		Seat Belt Web Length, NFPA Compliant, Commercial Chassis	1
87	0809312		Seat Belts, Orange, Freightliner	1
88	0808972		Bracket, Helmet Holder, Zico UHH-1	1
89	0005937		Qty, Helmet Storage Brkt - 4	
90	0005926		Light, Dome, Freightliner PLUS	1
91	0072620		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
			Cab Instrumentation, Freightliner PLUS	1
			Panel, Emergency Switch, 2nd Gen Tanker, Commercial	1
			Light, Do Not Move Apparatus, Commercial Chassis	1
			Alarm, Do Not Move Truck - Steady Alarm	
			Light, Open Door - Commercial Std	1
			Wiper control, intermittent feature Commercial	1

Line	Option	Type	Option Description	Qty
92	0820904		Wiring, Spare, 15 A 12V DC 1st NFPA1900	2
			Qty, - 02	
			12vdc power from - Battery switched	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Behind Officer Seat	
93	0637217		Radio, AM/FM/Weather Band, Bluetooth, USB/ Aux Input, J1939,Freightliner	1
94	0622928		Not Available, Vehicle Information Center, Multiplex System, Commercial Chassis	1
95	0734854		Collision Mitigation, Not Requested	1
96	0808970		Vehicle Data Recorder w/Seat Belt Monitor, Commercial, 2nd Gen Tanker	1
97	0808099		Camera, Pierce, 7" HD, R, Camera, AHD	1
			Color - 1) black	
			Location, Camera Monitor - Driver Side Dash	
98	0814831		Not Required, Camera Switcher	1
99	0813018		MUX, Electrical System, Commercial Chassis, 2nd Gen Tanker, Commercial	1
100	0812892		Electrical System, MUX, Freightliner, M2-106/108SD, 2nd Gen Dry Side Tanker	1
101	0810858		Single Start, (2) Batteries, 2000 CCA Total, Freightliner M2-106/108SD	1
102	0583981		Battery Relocation NOT REQUIRED	1
103	0897772		Battery Location as Provided by Chassis Manufacturer	1
104	0809314		Selector, Single Start Battery, Freightliner PLUS	1
105	0813848		Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	1
106	0814901		Location, Body, Charger, LS3	1
			Location, Comp Body - High On Left Wall	
107	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
108	0815408		Location, Cab, Ind/Remote, Driver's Seat Riser, Comm Chassis	1
109	0782026		Shoreline, 20A 120V, Blue Sea Sure Eject 7851	1
			Qty, - 01	
			Connection, Shoreline - battery charger and receptacles	
			Color, Cover, BI Sea Inlet - Yellow	
110	0785088		Shoreline Location, Commercial Chassis/PMFD	1
			Location, Shoreline(s) - DS Pump Panel	
111	0595797		Alternator, 275 amp, Delco Remy 40SI	1
112	0808969		Load Manager, Inc w/MUX Electrical System , 2nd Gen Tanker, Commercial	1
113	0738065		Headlights, Halogen	1
114	0773739		Cab Lighting, LED Marker Lights, Commercial	1
115	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
116	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
117	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Clear	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
118	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
119	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
120	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
121	0589905		Alarm, Back-up Warning, PRECO 1040	1
122	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
123	0617901		Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
124	0708989		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step, Comm Chassis	1
			Switch, Lt Control 1 DC,1 - Park Brake	
			Switch, Lt Control 2 DC,2 - a) DS Switch Panel	
125	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
126	0032623		Lights, Additional Scene Lights Not Req'd @ Rear	1
127	0781457		Lights, Side Scene, HiViz FT-GESM LED 1st	4
			Qty, - 04	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Location, Scene Lights - Each Side Body, Forward & Rearward, 4lts	
128	0767308		Light, Visor, HiViz, FT-B-46-* LED Brow Lt, Mounted to Lightbar (Not Includ)	1
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - PS Surface "A" Officer Dash	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Color, Lt Housing HiViz - White	
129	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - h)switch at rear	

Line	Option	Type	Option Description	Qty
130	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
131	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
132	0709438		Lights, Walk Surf, FRP Flood, LED	1
133	0804071		Tanker, Dry Side, 2nd Gen, Aluminum Body, Tandem Axle, Commercial Chassis	1
134	0896580		Tank, Water, 3000 Gallon, 3/4 Width, Poly, Dry Side Tanker 2G	1
135	0896948		Not Required, Tank Dump, LS	1
136	0896940		Not Required, Tank Dump, RS	1
137	0896322		Tank Dump, Rear, Newton, 10" Manual, S/S	1
138	0896291		Switch, Not Required	1
139	0896304		Dump Chute, Rear, Newton 6012SW-34 Swivel, S/S, w/Telescopic Ext	1
140	0896294		Switch, Not Required	1
141	0896085		Not Required, Switch, Tank Dump Master	1
142	0028104		Foam Cell Required	1
143	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
144	0027805		Overflow, 6" Poly, Tanker	1
145	0021854		Tank Fill, 2.50" Direct, Rear, Poly Tank	1
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - 2.5"NST	
146	0048710		Not Required, Jet Assist	1
147	0808619		Hose Bed, Aluminum, Dry Side Tanker 2G. Commercial	1
148	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
149	0627877		Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"	1
150	0059656		Divider, Hose Bed, .25" Unpainted, PMFD	1
			Qty, Hosebed Dividers - 1	
151	0806306		Straps, Top of Hose Bed	1
152	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
153	0013512		Running Boards, 12.75" Deep	1
154	0808356		Tailboard, 10" Deep	1
155	0809372		Wall, Rear, Smooth Aluminum/Body Material, 10" Inset, Tanker, Custom/Commercial	1
			Material, Rear Wall Inboard Facing Surfaces - Polished S/S	
156	0808170		Tow Eyes, 2G Dryside Tanker	1
157	0895897		Construction, Compt, Alum, Dry Side Tanker 2G	1
158	0896873		LS 211" Rollup, Full Height Front & Rear, FDLER, 2G	1
159	0896689		RS 211" Rollup, Low, FDLER, 2G	1
160	0692501		Doors, Gortite, Roll-up, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
161	0807913		Compt, Rear, Tool, Dry Side Tanker 2G	1
162	0809134		Door, Tanker, Rear Tool Compt, Aluminum Treadplate	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
163	0810548		Guard, Drip Pan, S/S, Rollup Door, Commercial 2G Dry Side Tanker	4
			Qty, Door Accessory - 04	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3 and LS4	
164	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
165	0687146		Shelf Tracks, Painted	5
			Qty, Shelf Track - 05	
			Location, Shelf Track - LS1, LS2, LS3, LS4 and B1	
166	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	5
			Qty, Shelf - 05	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Centered, LS2-Centered, LS3	
			-Centered, LS4-Centered and B1-Centered	
167	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - LS1	

Line	Option	Type	Option Description	Qty
167			Material Finish, Tray - Painted - Spatter Gray	
168	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
169	0811056		Fender Crowns, Rear, Rubber, 2 Pair, w/Removable Liner, Dry Side Tanker 2G	1
			Material Finish, Fender Liner - Painted Lower Body	
170	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA/ULC 2024	2
			Qty, Hard Suction Hose - 2	
			Length, Hard Suction Hose, Predefined - 15	
			Diameter, Hard Suction Hose - 6.00"	
			Type of Hose Ends, Coupling, HSH - Long Handle	
171	0612957		Trough, HSH, (1), Side Sheet Mount	2
			Qty, - 02	
			Location, Hose Trough/Compartment - i) above ladders RS	
			Trough, Material - Steel - Painted	
			Trough, Latch Type - velcro	
172	0626229		Handrails, Side Pump Panels, Per Print	1
173	0025450		Handrails, Rear Bulkhead	1
174	0082756		Handrail, Rear, Below Hose Bed	1
175	0657651		Compt, Air Bottle, Double, Fender Panel	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
176	0004205		Holder, Air Bottle, Zico Model UH-6-30-3-SF, Mounted in Compt w/Tracks	3
			Qty, Bracket - 03	
			Location, Bracket/comp. - LS3 back wall	
177	0753175		Not Required, Extension Ladder, Mobile Water Supply Vehicle	1
178	0530069		Not Required, Ladder, Roof, Mobile Water Supply Vehicle	1
179	0808355		Not Required, Ladder Storage, Mobile Water Supply Vehicle	1
180	0532139		Not Required, Folding Ladder, Mobile Water Supply Vehicle	1
181	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	1
			Qty, - 01	
			Location - located in long tool storage on right side of body along right side outer wall	
182	0733885		Tube, Pike Pole 8' or Longer, Hard Suction Hose Compt	1
			Qty, Pike Poles - 1	
			Location, Left Side, Right Side - Right Side	
			Material/Finish, Tube, Pike Pole - Painted Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
183	0548182		Pike Pole, 6' Nupla, Fiberglass, I Beam, SPD-6	2
			Qty, Pike Poles - 2	
184	0760241		Tube, Pike Pole 6', Hard Suction Hose Compt	2
			Qty, Pike Poles - 2	
			Location, Left Side, Right Side - Right Side	
			Material/Finish, Tube, Pike Pole - Painted Aluminum	
			Width, Notch, Pike Pole Tube - .75", Standard Notch	
185	0024388		No Steps Required, Front Of Body	1
186	0808622		Steps, Folding (Trident) & Platform, Dry Side Tanker 2G	1
			Coating, Step - black	
			Location, Left Side, Right Side - Left Side	
187	0809631		Pump House, Side Control, 34" (NFPA 1901 pumps), 2G Dry Side	1
188	0035501		Pump House Structure, Std Height	1
189	0797005		Pump, Waterous, CX, 1500 GPM, Single Stage, Midship Split Shaft	1
190	0004482		Seal, Mechanical, Waterous	1
191	0816447		Trans, Pump, Waterous C22 Series	1
192	0635600		Pumping Mode, Stationary Only	1
193	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
194	0003148		Transmission Lock-up, EVS	1
195	0004547		Auxiliary Cooling System	1
196	0014486		Not Required, Transfer Valve, Single Stage Pump	1
197	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	

Line	Option	Type	Option Description	Qty
197			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
198	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
199	0072153		Primer, Trident, Air Prime, Air Operated	1
200	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
201	0603129		Plumbing, Stainless Steel and Hose, Single Stage Pump	1
202	0795135		Plumbing, Stainless Steel, w/Foam System	1
203	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
204	0014650		Pump Suction Tube(s), Short, All	1
205	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
206	0084610		Valves, Akron 8000 series- All	1
207	0004685		Valve, Inlet(s) - Outside Panel	1
208	0004700		Control, Inlet, at Valve	1
209	0004660		Inlet (1), Left Side, 2.50"	1
210	0029147		Not Required, Inlet, Right Side	1
211	0092569		No Rear Inlet (Large Dia) Requested	1
212	0064116		No Rear Inlet Actuation Required	1
213	0092696		Not Required, Cap, Rear Inlet	1
214	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
215	0092568		No Rear Auxiliary Inlet Requested	1
216	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
217	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
218	0027900		Tank Fill, 2.00"	1
219	0820189		Control, Outlets, Manual, Pierce HW if applicable	1
220	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
221	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
222	0092570		Not Required, Outlets, Left Side Additional	1
223	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
224	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
225	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
226	0092571		Not Required, Outlets, Right Side Additional	1
227	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
228	0816626		Outlet, Large Diameter, Right Side, Elkhart Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
229	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
230	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
231	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
232	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
233	0092574		Not Required, Outlet, Rear, Additional	1
234	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
235	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
236	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
237	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
238	0091106		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
239	0777050		Monitor, TFT Crossfire XFT-NJ, No Ground Base	1
			Monitor Finish - Painted	
240	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
241	0046857		Deluge Mount, For TFT Crossfire Monitor, TFT Manual Extend-A-Gun Only	1
242	0723726		Speedlay Module Not Required	1
243	0722432		Hose Restraint Not Required, No Speedlay Module	1
244	0723395		Speedlays, Not Required	1
245	0723394		Speedlays, Not Required	1

Line	Option	Type	Option Description	Qty
246	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
247	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
248	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	2
			Qty, - 02	
249	0029260		Not Required, Speedlays	1
250	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
251	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left	
			Side, Crosslay Front and Crosslay Rear	
252	0012126		Not Required, CAF Compressor	1
253	0592527		Refill, Foam Tank, Integral, Husky 3	1
254	0031896		Demonstration, Foam System, Dealer Provided	1
255	0005447		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
256	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
257	0091079		Not Required, Foam Tank #2	1
258	0091112		Not Required, Foam Tank #2 Drain	1
259	0738072		Approval Dwg, Pump Panel(s), Not Required	1
260	0035570		Pump Panel Configuration, No Match Required	1
261	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
262	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
263	0785639		No Chassis Equipment/Pump House/Body Interference Identified,4Dr/2Dr Extd Cab	1
264	0005945		Light, Pump Compt	1
265	0586382		Gauges, Engine, Included With Pressure Controller	1
266	0005601		Throttle, Engine, Incl'd w/Press Controller	1
267	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
268	0549333		Indicators, Engine, Included with Pressure Controller	1
269	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
270	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
271	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
272	0062847		Gauge, Water Level, Class 1, Pierce Std.	1
273	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
274	0593161		Light Shield, S/S LED	1
275	0688049		Siren, Federal EQ2B-200, 200 Watt	1
276	0065403		Location, Elect Siren, Overhead, Freightliner M2/SD	1
277	0076156		Control, Elec Siren, Head Only	1
278	0550171		Speaker, (1) Federal, BP200-Q	1
279	0790109		Location, Recessed in Front Bumper, Center, Commercial, Non-Extd Bumper	1
280	0746353		Not Required, Warning Lights Intensity	1
281	0606721		Lightbar, Wln, Freedom IV-V, 60", R_RR__RR__RR_R	1
			Filter, Whl Freedom Ltbrs - No Filters	
282	0695922		Lights, Front Zone, Wln M6** LED, Lens Choice, Commercial	1
			Flange Kit - Chrome	
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
283	0643834		Lights, Side Zone Lower, Wln M4*C Frnt & M6* C Rear LED, Clear Lens 2pr	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Rear Side - Over Rear Wheels	
284	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
285	0088745		Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
286	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
287	0036610		Rear Warning Brackets, Std Mount, S/S, Tanker	1

Line	Option	Type	Option Description	Qty
288	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Aux Flash with Park Brake	
289	0551728		Location, TDL, Recessed with S/S Trim	1
290	0636794		Location, Traf Dir Lt Controller, in Cab, Within Reach of Driver, Commercial	1
291	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	2
			Qty, - 02	
			Location 1 - LS1, LS4	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
292	0519934		Not Required, Brand, Hydraulic Tool System	1
293	0649753		Not Required, PTO Driven Hydraulic Tool System	1
294	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
295	0617282		Fol-Da-Tank, 3000 Gallon, 22 oz. HPR, Aluminum Frame	1
			Qty, - 01	
			Color - 2) red	
296	0816514		NFPA Required Loose Equipment, Mobile Water, NFPA/ULC 2024, Prov by Fire Dept	1
297	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
298	0821565		Strainer, Provided by Fire Department, Pumper NFPA/ULC 2024 Classification	1
299	0027061		Extinguisher, 2.5 "ABC" D.O.T. w/Mtg Brkt	1
			Qty, Extinguishers - 1	
300	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
301	0533277		Extinguisher, 2.5 Gal. Pressurized Water	1
			Qty, Extinguishers - 1	
302	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA/ULC 2024	1
303	0007492		Not Required, Axes, Pickhead	1
304	0607712		Paint Process / Environmental Requirements, PMFD	1
305	0583882		Paint, 90 Red, Commercial Grade Chassis Finish, PMFD Commercial Chassis	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
306	0586561		Chassis Cab Paint, #90 Red, by Chassis Manufacturer, Standard	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
307	0583915		No Two-Tone Paint Req'd	1
308	0582663		Paint, Chassis Frame Assy, Black, by Commerical Chassis Manufacturer	1
309	0651185		Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial	1
310	0651164		Wheels, Accent Stripe NOT REQUIRED	1
311	0007230		Compartment, Painted, Spatter Gray	1
312	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - a) white	
313	0007357		Reflective on Front Bumper	1
314	0550797		Stripe, Chevron, Rear, Reflective, Dryside Tanker	1
			Color, Chev, Reflective B - yellow	
			Color, Chev, Reflective A - ruby red	
315	0065785		Stripe, Reflective, Cab Drs Interior, Commercial Cabs, 4dr	1
			Color, Reflective - c) ruby red	
316	0027286		Not Required, Lettering Specs	1
317	0007472		[Lettering not Requested]	1
318	0766245		Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product	1
319	0766243		Manual on USB Flash Drive, Service, Commercial	1
320	0002902		Manual, Commercial Chassis Operation	1
321	0080008		Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008	1
322	0681678		Warranty, Basic Vehicle, 3 yrs or 100,000 Miles, Freightliner	1
323	0595282		Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial	1
324	0695416		Warranty, Pierce Camera System, WA0188	1
325	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
326	0021516		Warranty, 5-Year EVS Transmission, Standard Comm, WA0187	1
327	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
328	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
329	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
330	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
331	0657990		Warranty, Foam System, Husky 3, WA0231	1
332	0688015		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1

Line	Option	Type	Option Description	Qty
333	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
334	0593921		Not Required, Warranty, No Lettering	1
335	0819254		Certification, Vehicle Stability, CD0196	1
336	0544897		Certification, Cab Integrity, Freightliner, CD0022	1
337	0823238		Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197	1
338	0545073		Amp Draw Report, NFPA Current Edition	1
339	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
340	0000019		TANKER	1
341	0000015		FLORIDA DIVISION COMMERCIAL CHASSIS	1
342	0004713		ENGINE, OTHER	1
343	0046395		EVS 3000 Series TRANSMISSION	1
344	0020011		WATEROUS PUMP	1
345	0772788		TANKER/PUMPER - POLY TANK	1
346	0028048		FOAM SYSTEM	1
347	0020006		SIDE CONTROL	1
348	0020007		AKRON VALVES	1
349	0020909		ABS SYSTEMS, Commercial	1
350	0658751		PUMPER BASE	1

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Siddons Martin Emergency Group LLC

Signature  DocuSigned by:
B2D885F9B5D14E7...

Name Kathryn Williams

Title Vice President

Date 12/11/2023

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements**Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
Siddons-Martin Emergency Group, LLC
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snoodle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%

Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	\$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	\$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	\$ 484,061.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm)	\$ 1,141,252.35	5%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	\$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 477,451.00	5%

Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 292,975.00	5%
BME Fire Trucks	Sequoia	10 Man Crew Carrier Vehicle	\$ 378,634.00	5%
		Category G - Fire/Rescue Boats		
Lake Assault Boats	23LAB - 101	LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer.	\$ 215,210.34	5%
Lake Assault Boats	23LAB - 102	LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer	\$ 200,093.94	5%
Lake Assault Boats	23LAB - 103	LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$ 220,506.78	5%
Lake Assault Boats	23LAB - 104	LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 229,419.30	5%
Lake Assault Boats	23LAB - 105	LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 243,629.40	5%
Lake Assault Boats	23LAB - 106	LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$ 248,141.52	5%
Lake Assault Boats	23LAB - 107	LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 287,850.00	5%
Lake Assault Boats	23LAB - 108	LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 288,978.60	5%
Lake Assault Boats	23LAB - 109	LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 317,508.24	5%
Lake Assault Boats	23LAB - 110	LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 319,320.84	5%
Lake Assault Boats	23LAB - 111	LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 345,141.84	5%
Lake Assault Boats	23LAB - 112	LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 347,739.90	5%
		Category H - Command Vehicles		
Chevrolet (Sterling McCall)	1500 PU	2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	\$ 53,613.00	5%
Chevrolet (Sterling McCall)	2500PU	2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed	\$ 56,975.00	5%
Chevrolet (Sterling McCall)	Tahoe PPV	2023 Chevrolet Tahoe 2WD 5.3L V8	\$ 57,680.00	5%
Chevrolet (Freedom)	Tahoe	Chevrolet Tahoe, 4X2	\$ 57,540.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X2	\$ 58,065.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X4	\$ 63,000.00	5%
Chevrolet (Freedom)	Tahoe	SSV Tahoe, standard colors, 4X2	\$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	SSV Tahoe, standard colors, 4X4	\$ 61,950.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X2	\$ 51,135.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X4	\$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X2	\$ 58,065.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4	\$ 63,000.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4, Diesel	\$ 82,845.00	5%
Chevrolet (Freedom)	Pick-up	5500 Regular cab, standard colors, 4X2, Amb Prep	\$ 83,580.00	5%
Chevrolet (Freedom)	Suburban	Chevrolet Suburban 4X2	\$ 61,635.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V8, 4X2	\$ 40,845.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V6, AWD	\$ 41,685.00	5%
Dodge (Freedom)	SUV	Dodge Pursuit Durango V6 AWD	\$ 48,300.00	5%

Dodge (Freedom)	SUV	Dodge Pursuit Durango V8 AWD	\$ 51,135.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg. AWD	\$ 48,615.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg. AWD, Ecoboost	\$ 52,815.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2	\$ 61,845.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4	\$ 66,150.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2, SSV	\$ 59,850.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4, SSV	\$ 61,110.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X2	\$ 62,685.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X4	\$ 65,835.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 26

Deliberate and Take Appropriate Action on Awarding a re-quote of a contract for roof replacement(s) at the City Hall, City Hall Annex Building, Police Station, and the Fire Station and adding the Humble Center to the quote.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The staff has requested quotes through the TIPS program for replacement of the roofs at City Hall, the City Hall Annex Building, the Police Station, Humble Center, and the Fire station. This project was originally planned as a CIP project. The roofs on these buildings are in bad shape and need to be replaced. Our maintenance crews have done their best to patch these roofs as best they could, but when it rains we still have leaks. If the leaks are allowed to continue, they will eventually create wood-rot in the buildings. Eventually, it will end up costing more to repair these structures. Attached is a quote that was submitted by PMR Roofing.

The quotes for City Hall, City Hall Annex, Fire Department, and Police department buildings had been previously submitted and approved by City Council. It was necessary to re-quote these buildings as well as include the Humble Station Youth Center. After the approval of the original quotes, the City received approximately 2 to 3 inches of rain and the building at the Humble Station Youth Center was leaking throughout the building, which is why this had to be included in the re-quote.

FISCAL ANALYSIS:

The quotes we received for these roofs are \$76,020.62 for City Hall, \$66,867.46 for the City Hall Annex Building, \$127,043.79 for the Police Station, \$90,831.40 for the Humble Center, and \$160,980.16 for the Fire Station, for a grand total of \$521,743.43.

The original budget for these roof replacements was \$200,000.00. The difference between the quotes and the original budget is \$321,743.43. The original budget for the roof replacements is in Fund 30-General Fund Capital Improvement Fund that has a fund balance amount of \$2,337,834.00. If Council approves, these additional costs will be included in the budget amendment and will reduce the fund balance by \$321,743.43.

RECOMMENDATION:

Staff recommends awarding this contract to PMR Roofing in the amount of \$521,743.43.

ATTACHMENTS:

1. Ingleside - Annex Bldg - PMR_Formal TIPS Proposal
2. Ingleside - City Hall - PMR_Formal TIPS Proposal
3. Ingleside - Fire Station - PMR_Formal TIPS Proposal
4. Ingleside - Police Station - PMR_Formal TIPS Proposal
5. INGLESIDE EXECUTIVE SUMMARY Final draft 7.29.2024 SDF R3
6. Ingleside -Humble Youth Center - PMR_Formal TIPS Proposal
7. CITY OF INGLESIDE AIA CONTRACT 7.29.24 SDF R3

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024

City of Ingleside

2671 San Angelo Ave.

Ingleside, TX 78362

TMLID 2: Annex Building

2665 San Angelo Avenue

Ingleside, TX 78362



ROOFING PROPOSAL -

We are pleased to submit this proposal for the replacement of the roof systems for the referenced project through Paragon Multi Family Roofing Inc. TIPS contract number, 22010702. This proposal includes both labor and materials for the installation as described below. We are confident our team will complete this project efficiently and smoothly.

SCOPE OF WORK:

1. See attached TIPS vetting sheet for specific quantities, building locations and pricing
2. Includes 5-year contractor workmanship warranty

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilization is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month
5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024



6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

TMLID 2: Annex Building	\$63,988.00
TIPS	\$1,279.76
BONDS	\$1,599.70
Total	\$66,867.46

ALTERNATE OPTIONS / UNIT COST:

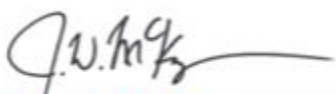
1. Replace wet or damaged plywood decking = \$5.00/SF
2. Replace 2" x 12" lumber = \$7.00/LF
3. Replace deteriorated steel decking = \$7.00/SF
4. Replace wet or damaged 1" polyisocyanurate rigid insulation = \$1.00/SF

ACCEPTANCE

If accepted the county will need to simply issue a Purchase Order or sign this document and send to Paragon Multi Family Roofing, Inc. by email Q@PMRroofing.com using your normal procedure.

Should you have any questions or concerns please contact our office at the number listed below.

ACCEPTED:


Mr. JW McKay
Director of Estimating, PMR Roofing
m. 214.334.6700
jw@pmrroofing.com

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024

City of Ingleside

2671 San Angelo Ave.

Ingleside, TX 78362

TMLID 1: City Hall

2671 San Angelo Avenue

Ingleside, TX 78362



ROOFING PROPOSAL -

We are pleased to submit this proposal for the replacement of the roof systems for the referenced project through Paragon Multi Family Roofing Inc. TIPS contract number, 22010702. This proposal includes both labor and materials for the installation as described below. We are confident our team will complete this project efficiently and smoothly.

SCOPE OF WORK:

1. See attached TIPS vetting sheet for specific quantities, building locations and pricing
2. Includes 5-year contractor workmanship warranty

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilization is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month
5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024



6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

TMLID 1: City Hall	\$72,747.00
TIPS	\$1,454.94
BONDS	\$1,818.68
Total	\$76,020.62

ALTERNATE OPTIONS / UNIT COST:

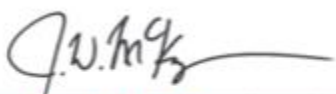
1. Replace wet or damaged plywood decking = \$5.00/SF
2. Replace 2" x 12" lumber = \$7.00/LF
3. Replace deteriorated steel decking = \$7.00/SF
4. Replace wet or damaged 1" polyisocyanurate rigid insulation = \$1.00/SF

ACCEPTANCE

If accepted the county will need to simply issue a Purchase Order or sign this document and send to Paragon Multi Family Roofing, Inc. by email Q@PMRroofing.com using your normal procedure.

Should you have any questions or concerns please contact our office at the number listed below.

ACCEPTED:


Mr. JW McKay
Director of Estimating, PMR Roofing
m. 214.334.6700
jw@pmrroofing.com

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024

City of Ingleside

2671 San Angelo Ave.

Ingleside, TX 78362

TMLID 4: Fire Station

2425 8th Street

Ingleside, TX 78362



ROOFING PROPOSAL -

We are pleased to submit this proposal for the replacement of the roof systems for the referenced project through Paragon Multi Family Roofing Inc. TIPS contract number, 22010702. This proposal includes both labor and materials for the installation as described below. We are confident our team will complete this project efficiently and smoothly.

SCOPE OF WORK:

1. See attached TIPS vetting sheet for specific quantities, building locations and pricing
2. Includes 5-year contractor workmanship warranty

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilization is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month
5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024



6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

TMLID 4: Fire Station (PVC Flute Fill)	\$74,094.00
TIPS	\$1,481.88
BONDS	\$1,852.35
Total	\$77,428.23

TMLID 4: Fire Station - ALTERNATE (Standing Seam Retrofit)	\$154,048.00
TIPS	\$3,080.96
BONDS	\$3,851.20
Total	\$160,980.16

ALTERNATE OPTIONS / UNIT COST:

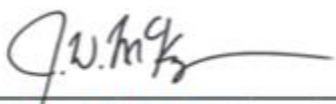
1. Replace wet or damaged plywood decking = \$5.00/SF
2. Replace 2" x 12" lumber = \$7.00/LF
3. Replace deteriorated steel decking = \$7.00/SF
4. Replace wet or damaged 1" polyisocyanurate rigid insulation = \$1.00/SF

ACCEPTANCE

If accepted the county will need to simply issue a Purchase Order or sign this document and send to Paragon Multi Family Roofing, Inc. by email Q@PMRroofing.com using your normal procedure.

Should you have any questions or concerns please contact our office at the number listed below.

ACCEPTED:


Mr. JW McKay
Director of Estimating, PMR Roofing
m. 214.334.6700
jw@pmrroofing.com

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024

City of Ingleside

2671 San Angelo Ave.

Ingleside, TX 78362

TMLID 3: Police Station

2425 8th Street

Ingleside, TX 78362



ROOFING PROPOSAL -

We are pleased to submit this proposal for the replacement of the roof systems for the referenced project through Paragon Multi Family Roofing Inc. TIPS contract number, 22010702. This proposal includes both labor and materials for the installation as described below. We are confident our team will complete this project efficiently and smoothly.

SCOPE OF WORK:

1. See attached TIPS vetting sheet for specific quantities, building locations and pricing
2. Includes 5-year contractor workmanship warranty

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilization is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month
5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024



6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

TMLID 3: Police Station	\$121,573.00
TIPS	\$2,431.46
BONDS	\$3,039.33
Total	\$127,043.79

ALTERNATE OPTIONS / UNIT COST:

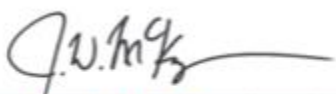
1. Replace wet or damaged plywood decking = \$5.00/SF
2. Replace 2" x 12" lumber = \$7.00/LF
3. Replace deteriorated steel decking = \$7.00/SF
4. Replace wet or damaged 1" polyisocyanurate rigid insulation = \$1.00/SF

ACCEPTANCE

If accepted the county will need to simply issue a Purchase Order or sign this document and send to Paragon Multi Family Roofing, Inc. by email Q@PMRroofing.com using your normal procedure.

Should you have any questions or concerns please contact our office at the number listed below.

ACCEPTED:


Mr. JW McKay
Director of Estimating, PMR Roofing
m. 214.334.6700
jw@pmrroofing.com

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

CITY OF INGLESIDE BASE PROPOSAL-TIPS SUMMARY	
Buidling	
City Hall	
Annex	
Police	
Fire Station - ROOF HUGGER	
Humble Youth Center	
SUB-TOTAL	
TIPS	
BOND	
TOTAL (INCLUDES TIPS & BOND FEES)	
NOTE #1 ALL BEST PROGRAM FEE's included	
NOTE #2: TWIA AUDITS-EXCLUDED / WILL CONFIRM	
ALTERNATE #1 CALCULATION:	
Fire Station - PVC Flute Fill Assembly	
TIPS Fee (Deduct)	
Payment & Performance Bond Fee (Deduct)	
TOTAL (AFTER DEDUCTING FLUTE FILL)	
SEE ATTACHED FORMAL TIPS & AIA CONTRACT	
FORMAL TIPS PROPOSAL AUDIT	
TIPS PROPOSAL (INCLUDES TIPS & BOND)	TIPS BASE PROPOSAL
City Hall	\$ 72,747.00
Annex	\$ 63,988.00
Police	\$ 121,573.00
Fire Station - DL FF	\$ 154,048.00
Humble Youth Center	\$ 86,920.00
TIPS PROPOSAL (INCLUDES TIPS & BOND)	TIPS BASE PROPOSAL
TOTAL	\$ 499,276.00

7/15/2024		
		Quote (No TIPS or Bonds)
		\$ 72,747.00
		\$ 63,988.00
		\$ 121,573.00
		\$ 154,048.00
		\$ 86,920.00
		\$ 499,276.00
		\$ 9,985.52
		\$ 12,481.90
		\$ 521,743.42
DEDUCT		\$ (79,954.85)
DEDUCT		\$ (1,599.08)
DEDUCT		\$ (1,998.85)
		\$ (83,552.78)
TIPS FEE	P&P FEE	TOTAL
\$ 1,454.94	\$ 1,818.68	\$ 76,020.62
\$ 1,279.76	\$ 1,599.70	\$ 66,867.46
\$ 2,431.46	\$ 3,039.33	\$ 127,043.79
\$ 3,080.96	\$ 3,851.20	\$ 160,980.16
\$ 1,738.40	\$ 2,173.00	\$ 90,831.40
TIPS FEE	P&P FEE	TOTAL
\$ 9,985.52	\$ 12,481.90	\$ 521,743.42

CITY OF INGLESIDE
CAPITAL WORKPHASE I-ROOFING
MEMBER SUMMARY

EXECUTIVE SUMMARY-EXHIBIT "B" —ROOFING

TML ID#	BLDG/UNIT # BUILDING / UNIT # (REFERENCE)	CAPITAL WORK-MEMBER "OUT OF POCKET" BLDG. /UNIT ADDRESS SCOPE OF WORK:	TIPS	TIPS
			TIPS EXHIBIT "B" 7/29/2024 BASE PROPOSAL	TIPS ALTERNATE #1` 7/29/2024 DEDUCT-FLUTE-FILL
			BASE PROPOSAL	N/A
1	CITY HALL	SCOPE / SPECIFICATION	BASE PROPOSAL	
		Prepare existing / Removeall wet / damaged	INCLUDED	
		Mechanically attach 1/4" Dens Deck -FM 1-90	INCLUDED	
		Field-Fully adhere 60 mill FB in CR20	INCLUDED	
		FLASHINGS-Fully adhered 60 mill adhered	INCLUDED	
		2-piece compression termination -Metal ES1-90 Termination	INCLUDED	
		Existing edge metal 4-6" face	INCLUDED	
		Replace vents with PVC Plenum vents	INCLUDED	
		New split pvc boots at plumbing stacks.	INCLUDED	
	SUB-TOTAL		\$ 72,747.00	N/A
	WARRANTIES & CONSULTING SERVICES			
		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED	INCLUDED	
		CONTRACTOR 5-YEAR WARRANTY	INCLUDED	
		MANUFACTURE 20-YEAR "NDL" WARRANTY	INCLUDED	
	SUB-TOTAL		INCLUDED	
	CITY HALL TOTAL		\$ 72,747.00	N/A
			BASE PROPOSAL	N/A
#	ANNEX BUILDING	SCOPE / SPECIFICATION		
	ROOF I, II and III			
		Prepare existing / Removeall wet / damaged	INCLUDED	
		Mechanically attach 1/4" Dens Deck -FM 1-90	INCLUDED	
		Fully adhere 60 mill FB in CR20	INCLUDED	
		Field-Fully adhere 60 mill FB in CR20	INCLUDED	
		FLASHINGS-Fully adhered 60 mill adhered	INCLUDED	
		Install two-piece compresion at all parapet	INCLUDED	
		Install two-piece saw cut reglet at all wall to deck conditions	INCLUDED	
		Add two (2) Exhaust Fans at Restrooms	INCLUDED	
	SUB-TOTAL		\$ 63,988.00	N/A
	WARRANTIES & CONSULTING SERVICES			
		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED	INCLUDED	
		CONTRACTOR 5-YEAR WARRANTY	INCLUDED	
		MANUFACTURE 20-YEAR "NDL" WARRANTY	INCLUDED	
	SUB-TOTAL		INCLUDED	N/A
	ANNEX BUILDING TOTAL		\$ 63,988.00	N/A
			BASE PROPOSAL	N/A
#	Police Station	SCOPE / SPECIFICATION		
	L:OW_SLOPE ROOF I & 2			
		Prepare existing / Removeall wet / damaged	INCLUDED	
		Mechanically attach 1/4" Dens Deck -FM 1-90	INCLUDED	
		Fully adhere 60 mill FB in CR20	INCLUDED	
		Sump all drains	INCLUDED	
		INSTALL NEW CONDUIT SUPPRTS / PAINT (RED,BLUE,YELLOW)	INCLUDED	
		INSTALL NEW BASE FLASHLINGS (ADHERED) / INSTALL NEW C/F	INCLUDED	

		Install additional crickets to direct moisture to scuppers	INCLUDED	
		Install new sump scuppers	INCLUDED	
		Two-Piece Saw cut reglet at all wall to deck transitions	INCLUDED	
		Install walk-pads at all access points and deck transition	INCLUDED	
		Remove existing coping / Install new two piece all-term es 1-90	INCLUDED	
		Install walk pads under all sat disges / Coordinate with Fire Station	INCLUDED	
	POLICE STATION TOTAL		\$ 121,573.00	N/A
	WARRANTIES & CONSULTING SERVICES			
		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED	INCLUDED	
		CONTRACTOR 5-YEAR WARRANTY	INCLUDED	
		MANUFACTURE 20-YEAR "NDL" WARRANTY	INCLUDED	
	SUB-TOTAL		INCLUDED	N/A
	POLICE STATION TOTAL		\$ 121,573.00	N/A
			BASE PROPOSAL	N/A
	FIRE STATION -Roof Hugger Assembly	SCOPE / SPECIFICATION		
		ROOF-HUGGER ASSEMBLY		
		PREPARE EXISTING METAL ROOF TO RECEIVE NEW ROOF HUGGER ASSEMBLY	INCLUDED	
		INSTALL ATTACHMENT OF REOF HUGGER ASSEMBLY	INCLUDED	
		INSTALL NEW METAL PANELS	INCLUDED	
	SUB-TOTAL		\$ 154,048.00	N/A
	WARRANTIES			
		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED	INCLUDED	
		CONTRACTOR 5-YEAR WARRANTY	INCLUDED	
		MANUFACTURE 40-YEAR FINISH WARRANTY	INCLUDED	
	SUB-TOTAL		INCLUDED	
	TOTAL FIRE STATION -ROOF HUGGER		\$ 154,048.00	N/A
	ALTERNATE #01-FIRE STATION			ALTERNATE #01
	FIRE STATION ALTERNATE #01	SCOPE / SPECIFICATION		
	DEDUCT	FLUTE-FILL ASSEMBLY -DEDUCT/CREDIT		
		INSTALL FLUTE-FILL PVC over EPS & 1/4" Dens Deck adhered .		
	SUB-TOTAL		N/A	\$ (74,094.00)
	WARRANTIES & CONSULTING SERVICES			
		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED		INCLUDED
		CONTRACTOR 5-YEAR WARRANTY		INCLUDED
		MANUFACTURE 20-YEAR "NDL" WARRANTY		INCLUDED
	SUB-TOTAL		N/A	
	TOTAL ALTERNATE #01	FLUTE-FILL ASSEMBLY	N/A	\$ (74,094.00)
			BASE PROPOSAL	N/A
#	Humble Youth Center			
	LOW SLOPE ROOF I			
		Prepare existing / Remove all wet / damaged	INCLUDED	
		Mechanically attach 1/4" Dens Deck -FM 1-90	INCLUDED	
		Fully adhere 60 mill FB in CR20	INCLUDED	
		Sump all drains	INCLUDED	
		INSTALL NEW CONDUIT SUPPTS / PAINT (RED,BLUE,YELLOW)	INCLUDED	
		INSTALL NEW BASE FLASHINGS (ADHERED) / INSTALL NEW C/F	INCLUDED	
		Install additional crickets to direct moisture to scuppers	INCLUDED	
		Install new sump scuppers	INCLUDED	
		Two-Piece Saw cut reglet at all wall to deck transitions	INCLUDED	
		Install walk-pads at all access points and deck transition	INCLUDED	
		Remove existing coping / Install new two piece all-term es 1-90	INCLUDED	
		Install walk pads under all sat disges / Coordinate with Fire Station	INCLUDED	
	SUB-TOTAL LOW-SLOPE		\$ 86,920.00	N/A
	WARRANTIES & CONSULTING SERVICES			

		4T PARTNERSHIP / TMLIRP BEST PROGRAM-INCLUDED	INCLUDED	
		CONTRACTOR 5-YEAR WARRANTY	INCLUDED	
		MANUFACTURE 20-YEAR "NDL" WARRANTY	INCLUDED	
	SUB-TOTAL		INCLUDED	
	TOTAL HUMBLE YOUTH CENTER		\$ 86,920.00	N/A
			TIPS BASE PROPOSAL CAPITAL WORK	TIPS ALTERNATE ROOF HUGGER
BASE PROPOSAL (Excludes Alternate #01)				
	BASE PROPOSAL / ADJUSTMENT	EXCLUDES TIPS & BOND FEES	\$ 499,276.00	\$ (74,094.00)
	TIPS FEE		\$ 9,985.52	\$ (1,481.88)
	BOND FEE		\$ 12,481.90	\$ (1,852.35)
	TAX		EXCLUDED	EXCLUDED
	PERMIT		EXCLUDED	EXCLUDED
	TOTAL PROPOSAL	INCLUDES TIPS & P&P BOND	\$ 521,743.42	\$ (77,428.23)
BASE PROPOSAL + DEDUCT				
	BASE PROPOSAL	INCLUDES TIPS & P&P BOND	\$ 521,743.42	
		INCLUDES TIPS & P&P BOND	\$ (77,428.23)	
	TOTAL PROPOSAL	INCLUDES TIPS & P&P BOND	\$ 444,315.19	

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024

City of Ingleside

2671 San Angelo Ave.

Ingleside, TX 78362

Humble Youth Center

2671 San Angelo Avenue

Ingleside, TX 78362



ROOFING PROPOSAL -

We are pleased to submit this proposal for the replacement of the roof systems for the referenced project through Paragon Multi Family Roofing Inc. TIPS contract number, 22010702. This proposal includes both labor and materials for the installation as described below. We are confident our team will complete this project efficiently and smoothly.

SCOPE OF WORK:

1. See attached TIPS vetting sheet for specific quantities, building locations and pricing
2. Includes 5-year contractor workmanship warranty

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilization is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month
5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

July 15, 2024

City of Ingleside:

Capital Roof Replacement 2024



6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

Humble Youth Center	\$86,920.00
TIPS	\$1,738.40
BONDS	\$2,173.00
Total	\$90,831.40

ALTERNATE OPTIONS / UNIT COST:

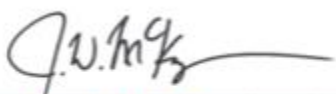
1. Replace wet or damaged plywood decking = \$5.00/SF
2. Replace 2" x 12" lumber = \$7.00/LF
3. Replace deteriorated steel decking = \$7.00/SF
4. Replace wet or damaged 1" polyisocyanurate rigid insulation = \$1.00/SF

ACCEPTANCE

If accepted the county will need to simply issue a Purchase Order or sign this document and send to Paragon Multi Family Roofing, Inc. by email Q@PMRroofing.com using your normal procedure.

Should you have any questions or concerns please contact our office at the number listed below.

ACCEPTED:


Mr. JW McKay
Director of Estimating, PMR Roofing
m. 214.334.6700
jw@pmrroofing.com

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
7239 Envoy Court
Dallas, TX 75247

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Ingleside
2671 San Angelo
PO Drawer 400
Ingleside, TX 78362

and the Contractor:
(Name, legal status, address and other information)

PMR Roofing
3006 W Division
Ste 200
Arlington, TX 76012

for the following Project:
(Name, location and detailed description)

City of Ingleside – Phase 1 Roofing

The Architect:
(Name, legal status, address and other information)

N/A

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [X] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[**X**] Not later than (120) calendar days from the date of commencement of the Work.

[**«** **»**] By the following date: **«** **»**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and twenty-one thousand seven-hundred forty-three dollars and forty-three cents (\$521,743.43) (includes TIPS & P&P Bond Fee's) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Fire Station Building-Flute Fill Assembly	(DEDUCT) \$79,954.85 (+ TIPS & BOND FEES) for Flute Fill Assembly

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Alternate #01:	Deduct:	Conditions for Acceptance
Fire Station Building-Flute Fill Assembly	(\$74,0994.00) Deduct (\$1,481.88) TIPS FEE (\$1,852.35) Payment & Performance Bond Fee (\$77,428.23) DEDUCT	Alternate Assembly #01 Flute Fill PVC Assembly

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
*See Exhibit B-Formal TIPS Proposal		

Contract Breakdown:

BUILDING:

City Hall Building \$ 72,747.00
Annex Building \$ 63,988.00
Police Building \$121,573.00
Fire Station Building (Roof Hugger) \$154,048.00
Humble Youth Building \$ 86,920.00

FORMAL TIPS PROPOSAL

SUB-TOTAL \$499,276.00
TIPS FEE \$ 9,985.52
PAYMENT & PERFORMANCE BOND \$ 12,481.90

TOTAL \$521,743.43

Excludes Alternate #01-Fire Station Deduct PVC FLUTE-FILL ASSEMBLY: (\$77,428.23)

TIPS Contract Includes: 4T Partnership Consulting All Associated Consulting Fee's (TMLIRP BEST Program costs)

TIPS Contract Excludes: TWIA Wind Inspection and review

TIPS Contract Excludes: Fire Station (**Deduct**) \$77,428.23 if Owner wishes to use Flute-Fill Assembly in lieu of Roof Hugger assembly

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

50% Upon delivery of materials, 40% Upon substantial completion, and Final 10% Upon delivery of warranty docs

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Based on materials delivered and work complete

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Scott Franklin - Scott.franklin.4t@outlook.com
4T Partnership LLC
3822 County Road 1005
Celina, TX 75009

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

J.W. McKay – jw@pmrroofing.com
PMR Roofing
3006 W Division St
Ste 200
Arlington, TX 76012

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings

Number	Title	Date
SEE EXHIBIT B		

.6 Specifications

Section	Title	Date	Pages
SEE EXHIBIT B			

.7 Addenda, if any:

Number	Date	Pages
SEE EXHIBIT B		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Executive Summary (EXHIBIT B) and Formal TIPS proposals			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

☐

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Quentan Tobolka – President & Founder
(Printed name and title)

(Printed name and title)



CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 27

Deliberate and take appropriate action to accept the 2024 appraisal assessed and taxable values of all and new property in the City of Ingleside as certified by the San Patricio County Appraisal District.

SUBMITTED BY: Caron Vela, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Every year the San Patricio County Appraisal District office prepares the certified rolls of the total appraised assessed and taxable values of all and new property in the City of Ingleside.

FISCAL ANALYSIS:

2024 Grand Total Certified Values of All Taxable Property

Grand Total Market Value \$3,035,760,784

Grand Total Net Taxable Value \$2,354,651,840

The 2024 market values increased by 4.4% from 2023 values of \$2,909,693,744.

The 2024 taxable values decreased by 1.0% from 2023 values of \$2,379,599,502.

RECOMMENDATION:

Staff recommends the Council accept the total appraisal values.

ATTACHMENTS:

1. 2024 CITY OF INGLESIDE CERTIFICATION OF THE APPRAISAL ROLL
2. 2024 CITY OF INGLESIDE CERTIFIED TOTALS-SPCAD-07252024



San Patricio County Appraisal District

1301 E. Sinton, Ste. B ★ P. O. Box 938 ★ Sinton, Texas 78387-0938
(361) 364-5402 ★ Fax (361) 364-1198
www.sanpatcad.org

CERTIFICATION OF THE 2024 APPRAISAL ROLL

CITY OF INGLESIDE

2024 CERTIFIED APPRAISAL ROLL

Section 26.01 (a) of the Texas Property Tax Code requires that the Chief Appraiser certify a list of all the taxable property within your taxing unit that was approved by the Appraisal Review Board on July 19, 2024. This approved list represents the approved **Appraisal Roll** for your taxing unit, however, by law, the approved Appraisal Roll does not include properties in your taxing unit which are currently still under protest with the San Patricio County Appraisal Review Board.

Accordingly, I, Robert Cenci, Chief Appraiser for the San Patricio County Appraisal District, San Patricio County, Texas, do hereby CERTIFY that the values identified and described below as the “2024 Certified Appraisal Roll” are my estimates of the MARKET VALUE and the NET TAXABLE VALUE approved by the Appraisal Review Board for your taxing unit as of July 25, 2024. If your entity offers a Tax Ceiling, all values stated below are calculated **BEFORE** any applicable Tax Ceiling adjustment.

2024 CERTIFIED LIST OF PROPERTIES CURRENTLY UNDER ARB PROTEST

In addition, Section 26.01 (c) of the Texas Property Tax Code requires that the Chief Appraiser prepare and certify a listing of those properties which are taxable by your taxing unit, but which are still under protest, and therefore, **not included** in the approved Certified Appraisal Roll cited above.

Accordingly, I, Robert Cenci, Chief Appraiser for the San Patricio County Appraisal District, San Patricio County, Texas, do hereby CERTIFY that the values identified and described below as the “2024 Certified Listing of Estimated Values of Property Currently Under ARB Protest” are my estimate of the MARKET VALUE and the NET TAXABLE VALUE of the properties currently under protest in your taxing unit as of July 25, 2024. If your entity offers a Tax Ceiling, all values stated below are calculated **BEFORE** any applicable Tax Ceiling adjustment.

TOTAL 2024 CERTIFIED VALUES

The sum of the “Certified Appraisal Roll” values and the “Certified Listing of Estimated Values of Property Currently Under ARB Protest” represents my estimate of the GRAND TOTAL MARKET VALUE and the GRAND TOTAL NET TAXABLE VALUE of all taxable property in your jurisdiction as of July 25, 2024.



San Patricio County Appraisal District

1301 E. Sinton, Ste. B ★ P. O. Box 938 ★ Sinton, Texas 78387-0938
(361) 364-5402 ★ Fax (361) 364-1198
www.sanpatcad.org

CITY OF INGLESIDE

2024 CERTIFIED APPRAISAL ROLL VALUES

TOTAL MARKET VALUE \$ 2,805,107,489
TOTAL NET TAXABLE VALUE \$ 2,128,629,835

2024 CERTIFIED LISTING OF ESTIMATED VALUES OF PROPERTY CURRENTLY UNDER ARB PROTEST

TOTAL MARKET VALUE \$ 230,653,295
TOTAL NET TAXABLE VALUE \$ 226,022,005

2024 GRAND TOTAL CERTIFIED VALUES OF ALL TAXABLE PROPERTY

GRAND TOTAL MARKET VALUE \$ 3,035,760,784
GRAND TOTAL NET TAXABLE VALUE \$ 2,354,651,840


Robert Cenci – RPA, CTA
Chief Appraiser
San Patricio County Appraisal District

7-25-2024
Date:

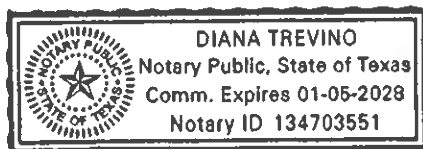
STATE OF Texas, COUNTY OF San Patricio:

On this day, personally appeared before me

Robert Cenci, to me know to be the person(s) described in and who executed the within and foregoing instrument and acknowledge that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 25 day of July 2024. Notary Public in and for the State of Texas.

 My commission expires 1/5/2028



2024 CERTIFIED TOTALS

Property Count: 4,480

COI - City of Ingleside
ARB Approved Totals

7/25/2024

3:31:54PM

Land		Value			
Homesite:		228,719,726			
Non Homesite:		306,873,628			
Ag Market:		14,544,970			
Timber Market:		0	Total Land	(+)	550,138,324
Improvement		Value			
Homesite:		497,693,869			
Non Homesite:		1,301,916,916	Total Improvements	(+)	1,799,610,785
Non Real		Count	Value		
Personal Property:	418		287,225,620		
Mineral Property:	4		168,132,760		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					455,358,380
					2,805,107,489
Ag	Non Exempt	Exempt			
Total Productivity Market:	13,834,118	710,852			
Ag Use:	140,302	73,023	Productivity Loss	(-)	13,693,816
Timber Use:	0	0	Appraised Value	=	2,791,413,673
Productivity Loss:	13,693,816	637,829			
			Homestead Cap	(-)	65,292,761
			23.231 Cap	(-)	22,140,752
			Assessed Value	=	2,703,980,160
			Total Exemptions Amount	(-)	555,016,066
			(Breakdown on Next Page)		
			Net Taxable	=	2,148,964,094

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	1,573,446	1,448,446	6,835.21	6,835.21	5			
OV65	22,007,201	18,885,813	90,866.52	91,198.62	99			
Total	23,580,647	20,334,259	97,701.73	98,033.83	104	Freeze Taxable	(-)	20,334,259
Tax Rate	0.6420610							
						Freeze Adjusted Taxable	=	2,128,629,835

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 13,764,803.73 = 2,128,629,835 * (0.6420610 / 100) + 97,701.73

Certified Estimate of Market Value: 2,805,107,489
 Certified Estimate of Taxable Value: 2,148,964,094

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2024 CERTIFIED TOTALS

Property Count: 4,480

COI - City of Ingleside
ARB Approved Totals

7/25/2024

3:32:03PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	32,243,480	0	32,243,480
CHODO (Partial)	1	2,075,195	0	2,075,195
DP	74	1,716,690	0	1,716,690
DV1	14	0	98,947	98,947
DV1S	2	0	10,000	10,000
DV2	15	0	121,500	121,500
DV3	27	0	262,000	262,000
DV3S	1	0	10,000	10,000
DV4	137	0	1,153,559	1,153,559
DV4S	2	0	0	0
DVHS	88	0	21,851,538	21,851,538
DVHSS	3	0	804,018	804,018
EX	5	0	168,246,544	168,246,544
EX-XF	1	0	950	950
EX-XN	8	0	559,362	559,362
EX-XU	2	0	900,859	900,859
EX-XV	139	0	179,603,684	179,603,684
EX-XV (Prorated)	1	0	87,931	87,931
EX366	56	0	58,494	58,494
OV65	642	14,736,602	0	14,736,602
OV65S	52	1,179,050	0	1,179,050
PC	8	126,063,930	0	126,063,930
SO	49	3,231,733	0	3,231,733
Totals		181,246,680	373,769,386	555,016,066

2024 CERTIFIED TOTALS

Property Count: 104

COI - City of Ingleside
Under ARB Review Totals

7/25/2024

3:31:54PM

Land			Value		
Homesite:			4,702,298		
Non Homesite:			46,954,987		
Ag Market:			249,415		
Timber Market:			0	Total Land	(+) 51,906,700
Improvement			Value		
Homesite:			6,012,478		
Non Homesite:			33,524,707	Total Improvements	(+) 39,537,185
Non Real		Count	Value		
Personal Property:	3		139,209,410		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 139,209,410
				Market Value	= 230,653,295
Ag	Non Exempt		Exempt		
Total Productivity Market:	249,415		0		
Ag Use:	836		0	Productivity Loss	(-) 248,579
Timber Use:	0		0	Appraised Value	= 230,404,716
Productivity Loss:	248,579		0		
				Homestead Cap	(-) 409,832
				23.231 Cap	(-) 3,661,675
				Assessed Value	= 226,333,209
				Total Exemptions Amount (Breakdown on Next Page)	(-) 311,204
				Net Taxable	= 226,022,005

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 1,451,199.15 = 226,022,005 * (0.642061 / 100)

Certified Estimate of Market Value:	82,339,545
Certified Estimate of Taxable Value:	81,745,822
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2024 CERTIFIED TOTALS

Property Count: 104

COI - City of Ingleside
Under ARB Review Totals

7/25/2024

3:32:03PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	4	100,000	0	100,000
DV4	2	0	24,000	24,000
DVHS	1	0	162,204	162,204
OV65	2	25,000	0	25,000
PC	1	0	0	0
Totals		125,000	186,204	311,204

2024 CERTIFIED TOTALS

Property Count: 4,584

COI - City of Ingleside
Grand Totals

7/25/2024

3:31:54PM

Land		Value			
Homesite:		233,422,024			
Non Homesite:		353,828,615			
Ag Market:		14,794,385			
Timber Market:		0	Total Land	(+)	602,045,024
Improvement		Value			
Homesite:		503,706,347			
Non Homesite:		1,335,441,623	Total Improvements	(+)	1,839,147,970
Non Real		Count	Value		
Personal Property:	421		426,435,030		
Mineral Property:	4		168,132,760		
Autos:	0		0	Total Non Real	(+)
				Market Value	= 594,567,790
					3,035,760,784
Ag	Non Exempt	Exempt			
Total Productivity Market:	14,083,533	710,852			
Ag Use:	141,138	73,023	Productivity Loss	(-)	13,942,395
Timber Use:	0	0	Appraised Value	=	3,021,818,389
Productivity Loss:	13,942,395	637,829			
			Homestead Cap	(-)	65,702,593
			23.231 Cap	(-)	25,802,427
			Assessed Value	=	2,930,313,369
			Total Exemptions Amount	(-)	555,327,270
			(Breakdown on Next Page)		
			Net Taxable	=	2,374,986,099

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	1,573,446	1,448,446	6,835.21	6,835.21	5		
OV65	22,007,201	18,885,813	90,866.52	91,198.62	99		
Total	23,580,647	20,334,259	97,701.73	98,033.83	104	Freeze Taxable	(-) 20,334,259
Tax Rate	0.6420610						
						Freeze Adjusted Taxable	= 2,354,651,840

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 15,216,002.88 = 2,354,651,840 * (0.6420610 / 100) + 97,701.73

Certified Estimate of Market Value: 2,887,447,034
 Certified Estimate of Taxable Value: 2,230,709,916

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2024 CERTIFIED TOTALS

Property Count: 4,584

COI - City of Ingleside
Grand Totals

7/25/2024

3:32:03PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	32,243,480	0	32,243,480
CHODO (Partial)	1	2,075,195	0	2,075,195
DP	78	1,816,690	0	1,816,690
DV1	14	0	98,947	98,947
DV1S	2	0	10,000	10,000
DV2	15	0	121,500	121,500
DV3	27	0	262,000	262,000
DV3S	1	0	10,000	10,000
DV4	139	0	1,177,559	1,177,559
DV4S	2	0	0	0
DVHS	89	0	22,013,742	22,013,742
DVHSS	3	0	804,018	804,018
EX	5	0	168,246,544	168,246,544
EX-XF	1	0	950	950
EX-XN	8	0	559,362	559,362
EX-XU	2	0	900,859	900,859
EX-XV	139	0	179,603,684	179,603,684
EX-XV (Prorated)	1	0	87,931	87,931
EX366	56	0	58,494	58,494
OV65	644	14,761,602	0	14,761,602
OV65S	52	1,179,050	0	1,179,050
PC	9	126,063,930	0	126,063,930
SO	49	3,231,733	0	3,231,733
Totals		181,371,680	373,955,590	555,327,270

2024 CERTIFIED TOTALS

Property Count: 4,480

COI - City of Ingleside
ARB Approved Totals

7/25/2024 3:32:03PM

State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	2,989	1,652.3439	\$5,300,862	\$691,420,169	\$580,503,659
B	MULTIFAMILY RESIDENCE	46	29.6764	\$112,721	\$82,078,691	\$80,838,224
C1	VACANT LOTS AND LAND TRACTS	524	2,477.3790	\$0	\$77,055,736	\$73,980,632
D1	QUALIFIED AG LAND	63	807.9619	\$0	\$13,834,118	\$140,302
D2	IMPROVEMENTS ON QUALIFIED OP	4		\$0	\$326,889	\$326,889
E	FARM OR RANCH IMPROVEMENT	19	82.4030	\$0	\$4,689,857	\$4,126,511
F1	COMMERCIAL REAL PROPERTY	169	87.8644	\$259,147	\$66,121,353	\$63,663,033
F2	INDUSTRIAL REAL PROPERTY	60	998.0621	\$58,029,751	\$1,214,673,455	\$1,060,680,855
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$732,592	\$732,592
J3	ELECTRIC COMPANY (INCLUDING C	12		\$0	\$9,250,930	\$9,250,930
J4	TELEPHONE COMPANY (INCLUDI	9		\$0	\$735,920	\$735,920
J5	RAILROAD	2		\$0	\$2,130,570	\$2,130,570
J6	PIPELAND COMPANY	39		\$0	\$32,640,240	\$28,188,300
J7	CABLE TELEVISION COMPANY	1		\$0	\$391,300	\$391,300
J8	OTHER TYPE OF UTILITY	3		\$0	\$1,036,260	\$1,036,260
L1	COMMERCIAL PERSONAL PROPE	197		\$119,201	\$12,860,018	\$12,860,018
L2	INDUSTRIAL PERSONAL PROPERT	87		\$0	\$226,305,840	\$226,305,840
M1	TANGIBLE OTHER PERSONAL, MOB	28		\$0	\$789,217	\$692,828
O	RESIDENTIAL INVENTORY	53	14.6370	\$179,122	\$2,043,618	\$1,842,415
S	SPECIAL INVENTORY TAX	1		\$0	\$537,016	\$537,016
X	TOTALLY EXEMPT PROPERTY	213	3,817.3923	\$41,190	\$365,453,700	\$0
Totals			9,967.7200	\$64,041,994	\$2,805,107,489	\$2,148,964,094

2024 CERTIFIED TOTALS

Property Count: 104

COI - City of Ingleside
Under ARB Review Totals

7/25/2024 3:32:03PM

State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	36	23.3034	\$119,479	\$9,135,950	\$8,094,737
B	MULTIFAMILY RESIDENCE	20		\$0	\$19,056,823	\$18,873,431
C1	VACANT LOTS AND LAND TRACTS	14	84.1734	\$0	\$3,249,522	\$2,743,161
D1	QUALIFIED AG LAND	5	10.8100	\$0	\$249,415	\$836
D2	IMPROVEMENTS ON QUALIFIED OP	1		\$0	\$70,351	\$70,351
E	FARM OR RANCH IMPROVEMENT	1	2.0000	\$0	\$255,075	\$219,962
F1	COMMERCIAL REAL PROPERTY	16	5.5180	\$0	\$18,029,369	\$15,813,526
F2	INDUSTRIAL REAL PROPERTY	9	932.0100	\$0	\$41,392,341	\$40,991,552
L2	INDUSTRIAL PERSONAL PROPERT	3		\$0	\$139,209,410	\$139,209,410
M1	TANGIBLE OTHER PERSONAL, MOB	1		\$0	\$5,039	\$5,039
Totals			1,057.8148	\$119,479	\$230,653,295	\$226,022,005

2024 CERTIFIED TOTALS

Property Count: 4,584

COI - City of Ingleside
Grand Totals

7/25/2024 3:32:03PM

State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3,025	1,675.6473	\$5,420,341	\$700,556,119	\$588,598,396
B	MULTIFAMILY RESIDENCE	66	29.6764	\$112,721	\$101,135,514	\$99,711,655
C1	VACANT LOTS AND LAND TRACTS	538	2,561.5524	\$0	\$80,305,258	\$76,723,793
D1	QUALIFIED AG LAND	68	818.7719	\$0	\$14,083,533	\$141,138
D2	IMPROVEMENTS ON QUALIFIED OP	5		\$0	\$397,240	\$397,240
E	FARM OR RANCH IMPROVEMENT	20	84.4030	\$0	\$4,944,932	\$4,346,473
F1	COMMERCIAL REAL PROPERTY	185	93.3824	\$259,147	\$84,150,722	\$79,476,559
F2	INDUSTRIAL REAL PROPERTY	69	1,930.0721	\$58,029,751	\$1,256,065,796	\$1,101,672,407
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$732,592	\$732,592
J3	ELECTRIC COMPANY (INCLUDING C	12		\$0	\$9,250,930	\$9,250,930
J4	TELEPHONE COMPANY (INCLUDI	9		\$0	\$735,920	\$735,920
J5	RAILROAD	2		\$0	\$2,130,570	\$2,130,570
J6	PIPELAND COMPANY	39		\$0	\$32,640,240	\$28,188,300
J7	CABLE TELEVISION COMPANY	1		\$0	\$391,300	\$391,300
J8	OTHER TYPE OF UTILITY	3		\$0	\$1,036,260	\$1,036,260
L1	COMMERCIAL PERSONAL PROPE	197		\$119,201	\$12,860,018	\$12,860,018
L2	INDUSTRIAL PERSONAL PROPERT	90		\$0	\$365,515,250	\$365,515,250
M1	TANGIBLE OTHER PERSONAL, MOB	29		\$0	\$794,256	\$697,867
O	RESIDENTIAL INVENTORY	53	14.6370	\$179,122	\$2,043,618	\$1,842,415
S	SPECIAL INVENTORY TAX	1		\$0	\$537,016	\$537,016
X	TOTALLY EXEMPT PROPERTY	213	3,817.3923	\$41,190	\$365,453,700	\$0
Totals			11,025.5348	\$64,161,473	\$3,035,760,784	\$2,374,986,099

2024 CERTIFIED TOTALS

Property Count: 4,480

COI - City of Ingleside
ARB Approved Totals

7/25/2024 3:32:03PM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	REAL RES - SINGLE FAMILY RES	5	0.6214	\$0	\$105,864	\$92,898
A1	REAL RES - SINGLE FAMILY	2,902	1,576.5753	\$5,191,248	\$682,161,984	\$573,587,173
A2	REAL RES MANUFACTURED HOMES	75	74.8622	\$109,614	\$8,282,134	\$6,186,586
A2P	PP: MANUFACTURED HOME (SAME O	14	0.2850	\$0	\$870,187	\$637,002
B		1		\$0	\$2,075,194	\$2,075,194
B1	APARTMENT - MULITFAMILY	15	29.0174	\$84,137	\$71,904,359	\$70,744,483
B2	MULTI - DUPLEX	24		\$0	\$6,416,632	\$6,345,859
B3	MULTI - TRIPLEX	3	0.3010	\$0	\$740,976	\$740,976
B4	MULTI - QUADRAPLEX	3	0.3580	\$28,584	\$941,530	\$931,712
C1	REAL VACANT PLATTED	431	878.6839	\$0	\$31,363,720	\$28,774,870
C1C	REAL VACANT COMMERCIAL	65	176.2311	\$0	\$7,753,723	\$7,338,236
C1I	REAL VACANT INDUSTRIAL	28	1,422.4640	\$0	\$37,938,293	\$37,867,526
D1	QUALIFIED OPEN SPACE	64	811.2952	\$0	\$13,857,734	\$163,918
D2	IMPROVEMENTS ON QUALIFIED OPE	4		\$0	\$326,889	\$326,889
E1	REAL FARM & RANCH IMPROVEMENT	9	8.5470	\$0	\$3,372,941	\$2,816,701
E3	RURAL VACANT LAND (NO CITY)	9	70.5227	\$0	\$1,293,300	\$1,286,194
F1	RP - COMMERCIAL	169	87.8644	\$259,147	\$66,121,353	\$63,663,033
F2	RP - INDUSTRL & MANF	60	998.0621	\$58,029,751	\$1,214,673,455	\$1,060,680,855
J2	GAS COMPANIES	2		\$0	\$732,592	\$732,592
J3	ELECTRIC COMPANIES	12		\$0	\$9,250,930	\$9,250,930
J4	TELEPHONE COMPANIES	9		\$0	\$735,920	\$735,920
J5	RAILROADS	2		\$0	\$2,130,570	\$2,130,570
J6	PIPELINES	36		\$0	\$28,272,500	\$25,664,300
J6A	PIPELINES - OTHER	3		\$0	\$4,367,740	\$2,524,000
J7	CABLE COMPANIES	1		\$0	\$391,300	\$391,300
J8	OTHER UTILITY	3		\$0	\$1,036,260	\$1,036,260
L	P & A L1 ACCOUNTS	2		\$0	\$1,800	\$1,800
L1	PP - COMMERCIAL	197		\$119,201	\$12,858,218	\$12,858,218
L2A	INDUS - VEH, 1 TON OR OVER	2		\$0	\$33,430	\$33,430
L2C	INDUS - INVENTORY	16		\$0	\$66,019,570	\$66,019,570
L2D	INDUS - TRAILERS	1		\$0	\$4,000	\$4,000
L2G	INDUS - MACHINERY & EQUIP	24		\$0	\$113,336,900	\$113,336,900
L2H	INDUS - LEASED EQUIP	12		\$0	\$726,780	\$726,780
L2I	INDUS - LEASEHOLD IMPTS	1		\$0	\$20,000	\$20,000
L2J	INDUS - FURN & FIXT	11		\$0	\$1,103,320	\$1,103,320
L2L	INDUS - STG TANKS	1		\$0	\$20,000	\$20,000
L2M	INDUS - VEH, LESS THAN 1 TON	8		\$0	\$2,660,000	\$2,660,000
L2P	INDUS - RADIO TOWERS	2		\$0	\$273,020	\$273,020
L2Q	INDUS - RADIO TOWER EQUIP	3		\$0	\$323,700	\$323,700
L2R	INDUS - WATERCRAFT	6		\$0	\$41,785,120	\$41,785,120
M1	PP: MANUFACTURED HMS (PARKS)	20		\$0	\$322,453	\$263,375
M1P	PP: MANUFACTURED HMS (NON-PAR	8		\$0	\$466,764	\$429,453
O	REAL EST INV	53	14.6370	\$179,122	\$2,043,618	\$1,842,415
S	SPECIAL INVENTORY	1		\$0	\$537,016	\$537,016
X	EXEMPT PROPERTY	213	3,817.3923	\$41,190	\$365,453,700	\$0
Totals			9,967.7200	\$64,041,994	\$2,805,107,489	\$2,148,964,094

2024 CERTIFIED TOTALS

Property Count: 104

COI - City of Ingleside
Under ARB Review Totals

7/25/2024 3:32:03PM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A1	REAL RES - SINGLE FAMILY	36	23.3034	\$119,479	\$9,135,950	\$8,094,737
B1	APARTMENT - MULITFAMILY	3		\$0	\$15,018,698	\$15,009,462
B2	MULTI - DUPLEX	4		\$0	\$830,604	\$690,928
B3	MULTI - TRIPLEX	1		\$0	\$235,339	\$235,339
B4	MULTI - QUADRAPLEX	12		\$0	\$2,972,182	\$2,937,702
C1	REAL VACANT PLATTED	6	47.6790	\$0	\$1,523,770	\$1,334,688
C1C	REAL VACANT COMMERCIAL	8	36.4944	\$0	\$1,725,752	\$1,408,473
D1	QUALIFIED OPEN SPACE	5	10.8100	\$0	\$249,415	\$836
D2	IMPROVEMENTS ON QUALIFIED OPE	1		\$0	\$70,351	\$70,351
E1	REAL FARM & RANCH IMPROVEMENT	1	2.0000	\$0	\$255,075	\$219,962
F1	RP - COMMERCIAL	16	5.5180	\$0	\$18,029,369	\$15,813,526
F2	RP - INDUSTRL & MANF	9	932.0100	\$0	\$41,392,341	\$40,991,552
L2C	INDUS - INVENTORY	2		\$0	\$139,111,130	\$139,111,130
L2P	INDUS - RADIO TOWERS	1		\$0	\$98,280	\$98,280
M1	PP: MANUFACTURED HMS (PARKS)	1		\$0	\$5,039	\$5,039
Totals			1,057.8148	\$119,479	\$230,653,295	\$226,022,005

2024 CERTIFIED TOTALS

Property Count: 4,584

COI - City of Ingleside
Grand Totals

7/25/2024 3:32:03PM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	REAL RES - SINGLE FAMILY RES	5	0.6214	\$0	\$105,864	\$92,898
A1	REAL RES - SINGLE FAMILY	2,938	1,599.8787	\$5,310,727	\$691,297,934	\$581,681,910
A2	REAL RES MANUFACTURED HOMES	75	74.8622	\$109,614	\$8,282,134	\$6,186,586
A2P	PP: MANUFACTURED HOME (SAME O	14	0.2850	\$0	\$870,187	\$637,002
B		1		\$0	\$2,075,194	\$2,075,194
B1	APARTMENT - MULITFAMILY	18	29.0174	\$84,137	\$86,923,057	\$85,753,945
B2	MULTI - DUPLEX	28		\$0	\$7,247,236	\$7,036,787
B3	MULTI - TRIPLEX	4	0.3010	\$0	\$976,315	\$976,315
B4	MULTI - QUADRAPLEX	15	0.3580	\$28,584	\$3,913,712	\$3,869,414
C1	REAL VACANT PLATTED	437	926.3629	\$0	\$32,887,490	\$30,109,558
C1C	REAL VACANT COMMERCIAL	73	212.7255	\$0	\$9,479,475	\$8,746,709
C1I	REAL VACANT INDUSTRIAL	28	1,422.4640	\$0	\$37,938,293	\$37,867,526
D1	QUALIFIED OPEN SPACE	69	822.1052	\$0	\$14,107,149	\$164,754
D2	IMPROVEMENTS ON QUALIFIED OPE	5		\$0	\$397,240	\$397,240
E1	REAL FARM & RANCH IMPROVEMENT	10	10.5470	\$0	\$3,628,016	\$3,036,663
E3	RURAL VACANT LAND (NO CITY)	9	70.5227	\$0	\$1,293,300	\$1,286,194
F1	RP - COMMERCIAL	185	93.3824	\$259,147	\$84,150,722	\$79,476,559
F2	RP - INDUSTRL & MANF	69	1,930.0721	\$58,029,751	\$1,256,065,796	\$1,101,672,407
J2	GAS COMPANIES	2		\$0	\$732,592	\$732,592
J3	ELECTRIC COMPANIES	12		\$0	\$9,250,930	\$9,250,930
J4	TELEPHONE COMPANIES	9		\$0	\$735,920	\$735,920
J5	RAILROADS	2		\$0	\$2,130,570	\$2,130,570
J6	PIPELINES	36		\$0	\$28,272,500	\$25,664,300
J6A	PIPELINES - OTHER	3		\$0	\$4,367,740	\$2,524,000
J7	CABLE COMPANIES	1		\$0	\$391,300	\$391,300
J8	OTHER UTILITY	3		\$0	\$1,036,260	\$1,036,260
L	P & A L1 ACCOUNTS	2		\$0	\$1,800	\$1,800
L1	PP - COMMERCIAL	197		\$119,201	\$12,858,218	\$12,858,218
L2A	INDUS - VEH, 1 TON OR OVER	2		\$0	\$33,430	\$33,430
L2C	INDUS - INVENTORY	18		\$0	\$205,130,700	\$205,130,700
L2D	INDUS - TRAILERS	1		\$0	\$4,000	\$4,000
L2G	INDUS - MACHINERY & EQUIP	24		\$0	\$113,336,900	\$113,336,900
L2H	INDUS - LEASED EQUIP	12		\$0	\$726,780	\$726,780
L2I	INDUS - LEASEHOLD IMPTS	1		\$0	\$20,000	\$20,000
L2J	INDUS - FURN & FIXT	11		\$0	\$1,103,320	\$1,103,320
L2L	INDUS - STG TANKS	1		\$0	\$20,000	\$20,000
L2M	INDUS - VEH, LESS THAN 1 TON	8		\$0	\$2,660,000	\$2,660,000
L2P	INDUS - RADIO TOWERS	3		\$0	\$371,300	\$371,300
L2Q	INDUS - RADIO TOWER EQUIP	3		\$0	\$323,700	\$323,700
L2R	INDUS - WATERCRAFT	6		\$0	\$41,785,120	\$41,785,120
M1	PP: MANUFACTURED HMS (PARKS)	21		\$0	\$327,492	\$268,414
M1P	PP: MANUFACTURED HMS (NON-PAR	8		\$0	\$466,764	\$429,453
O	REAL EST INV	53	14.6370	\$179,122	\$2,043,618	\$1,842,415
S	SPECIAL INVENTORY	1		\$0	\$537,016	\$537,016
X	EXEMPT PROPERTY	213	3,817.3923	\$41,190	\$365,453,700	\$0
Totals			11,025.5348	\$64,161,473	\$3,035,760,784	\$2,374,986,099

2024 CERTIFIED TOTALS

Property Count: 4,584

COI - City of Ingleside
Effective Rate Assumption

7/25/2024

3:32:03PM

New Value

TOTAL NEW VALUE MARKET:	\$64,161,473
TOTAL NEW VALUE TAXABLE:	\$63,257,200

New Exemptions

Exemption	Description	Count		
EX-XN	11.252 Motor vehicles leased for personal use	2	2023 Market Value	\$29,216
EX-XV	Other Exemptions (including public property, r	1	2023 Market Value	\$91,344
EX366	HB366 Exempt	8	2023 Market Value	\$37,016
ABSOLUTE EXEMPTIONS VALUE LOSS				\$157,576

Exemption	Description	Count	Exemption Amount
DP	Disability	1	\$25,000
DV1	Disabled Veterans 10% - 29%	1	\$5,000
DV4	Disabled Veterans 70% - 100%	10	\$60,000
DVHS	Disabled Veteran Homestead	6	\$1,429,644
OV65	Over 65	17	\$375,000
PARTIAL EXEMPTIONS VALUE LOSS		35	\$1,894,644
NEW EXEMPTIONS VALUE LOSS			\$2,052,220

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
-----------	-------------	-------	----------------------------

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS	\$2,052,220
------------------------------------	--------------------

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,984	\$253,936	\$33,097	\$220,839
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,976	\$253,535	\$33,008	\$220,527

2024 CERTIFIED TOTALSCOI - City of Ingleside
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
104	\$230,653,295.00	\$81,745,822

CITY COUNCIL AGENDA

Regular Meeting: August 13, 2024

AGENDA ITEM: 28

Deliberate and take appropriate action on authorizing the City Manager to submit written comments and appear before the Texas Commission of Environmental Quality regarding the Air Quality Permit Application of Ingleside Ammonia Partners, LLC, Proposed Air Quality Permit Numbers 174275,PSDTX1628, and GHGPSDTX234.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Ingleside Clean Ammonia Partners, LLC, 915 North Eldridge Parkway Suite 1100, Houston, TX 77079-2703, has applied to the Texas Commission on Environmental Quality (TCEQ) for issuance of proposed State Air Quality Permit 174275, issuance of Prevention of Significant Deterioration (PSD) Air Quality Permit PSDTX1628, and issuance of Greenhouse Gas (GHG) PSD Air Quality Permit GHGPSDTX234 for emissions of GHGs, which would authorize construction of the Blue Ammonia Production Trains 1 and 2 located at 1450 Lexington Boulevard, Ingleside, San Patricio County, Texas 78362. This application was processed in an expedited manner, as allowed by the commission's rules in 30 Texas Administrative Code, Chapter 101, Subchapter J.

As stated in the notice, the TCEQ will consider all public comments in developing a final decision on the application. A public meeting will be held and will consist of two parts, an Informal Discussion Period and a Formal Comment Period. A public meeting is not a contested case hearing under the Administrative Procedure Act. During the Informal Discussion Period, the public will be encouraged to ask questions of the applicant and TCEQ staff concerning the permit application. The comments and questions submitted orally during the Informal Discussion Period will not be considered before a decision is reached on the permit application, and no formal response will be made. Responses will be provided orally during the Informal Discussion Period. During the Formal Comment Period on the permit application, members of the public may state their formal comments orally into the official record. At the conclusion of the comment period, all formal comments will be considered before a decision is reached on the permit application. A written response to all formal comments will be prepared by the executive director and will be sent to each person who submits a formal comment or who requested to be on the mailing list for this permit application and provides a mailing address. Only relevant and material issues raised during the Formal Comment Period can be considered if a contested case hearing is granted on this permit application.

FISCAL ANALYSIS:

RECOMMENDATION:

Staff recommends the City Council to authorize the City Manager to prepare written comments and appear at the Public Meeting on behalf of the City of Ingleside.

ATTACHMENTS:

1. 2024, 08-08 TCEQ_Notice of Public Meeting for Air Quality Permits

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



EXAMPLE A

NOTICE OF PUBLIC MEETING FOR AIR QUALITY PERMITS

PROPOSED AIR QUALITY PERMIT NUMBERS 174275, PSDTX1628, AND GHGPSDTX234

APPLICATION. Ingleside Clean Ammonia Partners, LLC, 915 North Eldridge Parkway Suite 1100, Houston, TX 77079-2703, has applied to the Texas Commission on Environmental Quality (TCEQ) for issuance of proposed State Air Quality Permit 174275, issuance of Prevention of Significant Deterioration (PSD) Air Quality Permit PSDTX1628, and issuance of Greenhouse Gas (GHG) PSD Air Quality Permit GHGPSDTX234 for emissions of GHGs, which would authorize construction of the Blue Ammonia Production Trains 1 and 2 located at 1450 Lexington Boulevard, Ingleside, San Patricio County, Texas 78362. This application was processed in an expedited manner, as allowed by the commission's rules in 30 Texas Administrative Code, Chapter 101, Subchapter J. **AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/air/newsourcesreview/airpermits-pendingpermit-apps>. The proposed facility will emit the following air contaminants in a significant amount: carbon monoxide, nitrogen oxides, and particulate matter including particulate matter with diameters of 2.5 microns or less. In addition, the facility will emit the following air contaminants: hazardous air pollutants, organic compounds, sulfur dioxide, particulate matter including particulate matter with diameters of 10 microns or less, ammonia, and hydrogen sulfide.

This application was submitted to the TCEQ on October 12, 2023.

PUBLIC COMMENT/PUBLIC MEETING. You may submit public comments to the Office of the Chief Clerk at the address below. The TCEQ will consider all public comments in developing a final decision on the application. A public meeting will be held and will consist of two parts, an Informal Discussion Period and a Formal Comment Period. A public meeting is not a contested case hearing under the Administrative Procedure Act. During the Informal Discussion Period, the public will be encouraged to ask questions of the applicant and TCEQ staff concerning the permit application. The comments and questions submitted orally during the Informal Discussion Period will not be considered before a decision is reached on the permit application, and no formal response will be made. Responses will be provided orally during the Informal Discussion Period. During the Formal Comment Period on the permit application, members of the public may state their formal comments orally into the official record. At the conclusion of the comment period, all formal comments will be considered before a decision is reached on the permit application. A written response to all formal comments will be prepared by the executive director and will be sent to each person who submits a formal comment or who requested to be on the mailing list for this permit application and provides a mailing address. Only relevant and material issues raised during the Formal Comment Period can be considered if a contested case hearing is granted on this permit application.

The Public Meeting is to be held:

Thursday, September 5, 2024 at 7:00 PM
Portland Community Center
2000 Billy G. Webb Drive
Portland, Texas 78374

INFORMATION. Members of the public are encouraged to submit written comments anytime during the public meeting or by mail before the close of the public comment period to the Office of the Chief Clerk, TCEQ, Mail Code MC-105, P.O. Box 13087, Austin, Texas 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/>. If you need more information about the permit application or the permitting process, please call the TCEQ Public Education Program, toll free, at 1-800-687-4040. General information can be found at our Web site at www.tceq.texas.gov. *Si desea información en Español, puede llamar al 1-800-687-4040.*

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database (CID) at www.tceq.texas.gov/goto/cid. Once you have access to the CID using the link, enter the permit number at the top of this form.

The permit application, executive director's preliminary decision, draft permit, and the executive director's preliminary determination summary and executive director's air quality analysis, will be available for viewing and copying at the TCEQ central office, the TCEQ Corpus Christi regional office, and at the Sinton Public Library, 1000 North Pirate Boulevard, Sinton, San Patricio County, Texas. The facility's compliance file, if any exists, is available for public review at the TCEQ Corpus Christi Regional Office, 500 North Shoreline Boulevard, Suite 500, Corpus Christi, Texas.

Further information may also be obtained from Ingleside Clean Ammonia Partners LLC at the address stated above or by calling Mr. Clayton Curtis, Director Regulatory Affairs USGC Terminals, Enbridge, Inc., at (855) 385-6645.

Persons with disabilities who need special accommodations at the meeting should call the Office of the Chief Clerk at 512-239-3300 or 1-800-RELAY-TX (TDD) at least five business days prior to the meeting.

Notice Issuance Date: August 2, 2024

COMISIÓN DE CALIDAD AMBIENTAL DE TEXAS



EJEMPLO A

AVISO DE REUNIÓN PÚBLICA PARA PERMISOS DE CALIDAD DEL AIRE

NÚMEROS DE PERMISOS DE CALIDAD DEL AIRE PROPUESTOS 174275, PSDTX1628 Y
GHGPSDTX234

SOLICITUD. Ingleside Clean Ammonia Partners, LLC, 915 North Eldridge Parkway Suite 1100, Houston, TX 77079-2703, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ, por sus siglas en inglés) la emisión de la propuesta de 174275 de Permiso Estatal de Calidad del Aire, la emisión del Permiso de Calidad del Aire para la Prevención del Deterioro Significativo (PSD, por sus siglas en inglés) PSDTX1628 y la emisión del Permiso de Calidad del Aire PSD de Gases de Efecto Invernadero (GEI, por sus siglas en inglés) GHGPSDTX234 para las emisiones de GEI, que autorizaría la construcción de los Trenes de Producción de Amoníaco Azul 1 y 2 ubicados en 1450 Lexington Boulevard, Ingleside, Condado de San Patricio, Texas 78362. Esta solicitud se procesó de manera expedita, según lo permitido por las reglas de la comisión en el Código Administrativo de Texas 30, Capítulo 101, Subcapítulo J.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/air/newsourcesreview/airpermits-pendingpermit-apps>. La instalación propuesta emitirá los siguientes contaminantes atmosféricos en una cantidad significativa: monóxido de carbono, óxidos de nitrógeno y material particulado, incluido el material particulado con diámetros de 2.5 micras o menos. Además, la instalación emitirá los siguientes contaminantes atmosféricos: contaminantes atmosféricos peligrosos, compuestos orgánicos, dióxido de azufre, material particulado, incluido el material particulado con diámetros de 10 micras o menos, amoníaco y sulfuro de hidrógeno.

Esta solicitud se presentó a la TCEQ el 12 de octubre del 2023.

COMENTARIO PÚBLICO/REUNIÓN PÚBLICA. Puede enviar comentarios públicos a la Oficina del Secretario Oficial en la dirección que se indica a continuación. La TCEQ considerará todos los comentarios públicos para desarrollar una decisión final sobre la solicitud. Se llevará a cabo una reunión pública que constará de dos partes, un Período de Discusión Informal y un Período de Comentarios Formales. Una reunión pública no es una audiencia de caso impugnado según la Ley de Procedimiento Administrativo. Durante el Período de Discusión Informal, se alentará al público a hacer preguntas al solicitante y al personal de TCEQ con respecto a la solicitud de permiso. Los comentarios y preguntas presentados oralmente durante el Período de Discusión Informal no se considerarán antes de que se tome una decisión sobre la solicitud de permiso, y no se dará una respuesta formal. Las respuestas se proporcionarán oralmente durante el Período de Discusión Informal. Durante el Período de Comentarios Formales sobre la solicitud de permiso, los miembros del público pueden expresar sus comentarios formales oralmente en el registro oficial. Al final del período de comentarios, todos los comentarios formales serán considerados antes de llegar a una decisión sobre la solicitud de permiso. El director ejecutivo preparará una respuesta por escrito a todos los comentarios formales y se enviará a cada persona que presente un comentario formal o que haya solicitado estar en la lista de correo para esta solicitud de permiso y proporcione una dirección postal. Solo se pueden considerar las cuestiones

relevantes y materiales planteadas durante el Período Formal de Comentarios si se concede una audiencia de caso impugnado sobre esta solicitud de permiso.

La Reunión Pública se llevará a cabo:

jueves 5 de septiembre del 2024 a las 7:00 PM
Portland Community Center
2000 Billy G. Webb Drive
Portland, Texas 78374

INFORMACIÓN. Se alienta a los miembros del público a enviar comentarios por escrito en cualquier momento durante la reunión pública o por correo antes del cierre del período de comentarios públicos a Office of the Chief Clerk, TCEQ, Mail Code MC-105, P.O. Box 13087, Austin, Texas 78711-3087 o electrónicamente en <https://www14.tceq.texas.gov/epic/eComment/>. Si necesita más información sobre la solicitud de permiso o el proceso de permisos, llame al Programa de Educación Pública de la TCEQ, sin cargo, al 1-800-687-4040. La información general se puede encontrar en nuestro sitio web en www.tceq.texas.gov. *Si desea información en español, puede llamar al 1-800-687-4040.*

INFORMACIÓN DISPONIBLE EN LÍNEA. Para obtener detalles sobre el estado de la solicitud, visite la Base de Datos Integrada de los Comisionados (CID, por sus siglas en inglés) en www.tceq.texas.gov/goto/cid. Una vez que tenga acceso al CID usando el enlace, ingrese el número de permiso en la parte superior de este formulario.

La solicitud de permiso, la decisión preliminar del director ejecutivo, el borrador del permiso, el resumen de la determinación preliminar del director ejecutivo y el análisis de la calidad del aire del director ejecutivo estarán disponibles para su visualización y copia en la oficina central de la TCEQ, la oficina regional de TCEQ Corpus Christi y en Sinton Public Library, 1000 North Pirate Boulevard, Sinton, San Patricio County, Texas. El expediente de cumplimiento de la instalación, si existe, está disponible para revisión pública en la Oficina Regional de TCEQ Corpus Christi, 500 North Shoreline Boulevard, Suite 500, Corpus Christi, Texas.

También se puede obtener más información de Ingleside Clean Ammonia Partners LLC en la dirección indicada anteriormente o llamando al Sr. Clayton Curtis, Director de Asuntos Regulatorios de USGC Terminals, Enbridge, Inc., al (855) 385-6645.

Las personas con discapacidades que necesiten acomodaciones especiales en la reunión deben llamar a la Oficina del Secretario Oficial al 512-239-3300 o al 1-800-RELAY-TX (TDD) al menos cinco días hábiles antes de la reunión.

Fecha de Emisión del Aviso: 2 de agosto del 2024



Chief Clerk's Office, MC 105
Texas Commission on
Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

OFFICIAL BUSINESS
STATE OF TEXAS
PENALTY FOR
PRIVATE USE

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES

ZIP 78753 \$ 000.69⁰
02 7W
0008030368 AUG 02 2024

CITY OF INGLESIDE
MAYOR
PO BOX 400
INGLESIDE TX 78362-0400

RECEIVED
AUG - 3 2024

BY: _____

7836230400 B004

