

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
NOVEMBER 12, 2024
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on November 12, 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. Report on Wastewater Treatment Plant Construction Bids.
- d. Report on Ingleside Little League donation request.
- e. Report on Vessel Turn In Program.
- f. Report on letter from San Patricio Municipal Water District concerning rate increase.

Presentations

7. Proclamation designating Ingleside as a Tourism Friendly City in the Tourism Friendly Texas

Certified Community Program.

Consent Agenda

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

8. Deliberate and take appropriate action on the Regular Meeting Minutes of October 22, 2024.
9. 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.

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.

Regular Agenda

10. Deliberate and take appropriate action to provide direction by Council, (i.e. the procedure of the meeting, intent of the item for the December meeting, etc), with regards to the upcoming Agenda item regarding a comprehensive update on the YaREN Ammonia Project for the 10 December 2024 Council Meeting.
11. Deliberate and take appropriate action to authorize the Mayor to execute a letter for a request for installation of regulatory air monitoring stations in San Patricio and Aransas Counties.
12. Deliberate and take appropriate action on the purchase of two (2) police patrol vehicles as appropriated in the 2024-2025 Fiscal Year Budget.
13. Deliberate and take appropriate action on the purchase of two (2) John Deere excavators as appropriated in the 2024-2025 Fiscal Year Budget.
14. Deliberate and take appropriate action on the purchase of two (2) zero-turn mowers for the Parks Department as appropriated in the 2024-2025 Fiscal Year Budget.
15. Deliberate and take appropriate action on purchasing four (4) vehicles for Water, Streets, Recycling, and Parks Departments.
16. Deliberate and take appropriate action on approval of the HOT Fund Post Event Form Battlin' BBQ and authorizing payment in the amount of \$20,649.89.
17. Deliberate and take appropriate action on authorizing staff to advertise and receive Request for Qualification (RFQ) for a city Classification and Compensation Study.
18. Deliberate and take appropriate action on identifying city employees who receive or pay out any monies of the City that require surety bonds and to determine the amount of the surety bond as required by the City Charter, Article III. - City Council Section 3.16. - Bonds for

city employees.

19. Deliberate and take appropriate action to authorize staff to contract for engineering and advertise for bids on the Humble Community and Youth Center parking lot paving project.

Executive Session

20. 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 551.089 Deliberation regarding Security Devices Or Security Audits - Server Redundancy and Backup.
- B. Section 551.087 Deliberation regarding Economic Development Negotiations - Project Afterburner

21. 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 551.089 Deliberation regarding Security Devices Or Security Audits - Server Redundancy and Backup.
- B. Section 551.087 Deliberation regarding Economic Development Negotiations - Project Afterburner

Closing Agenda

22. Items to consider for placement on future agendas.

23. Adjourn.

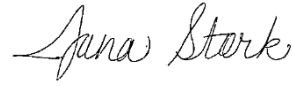
Special Accommodations

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

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

Certification

I, Jana Stork, certify that the above notice of this Regular Meeting of the City Council was posted on the City Hall bulletin board at 2671 San Angelo Street, Ingleside, Texas on November 8, 2024 by 2:30 p.m.



Jana Stork, Assistant 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: November 12, 2024

AGENDA ITEM: 6.a

Council Comments and Reports.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

FISCAL ANALYSIS:

RECOMMENDATION:

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: November 12, 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:

1. Ingleside Citizen's Academy Enrollment Now Open
 2. City of Ingleside Boards & Commissions Volunteers Needed
 3. Ingleside Public Library, Various Dates
 4. Toddler Time, Various Dates
 5. 2024 State of the County, November 13
 6. Friendsgiving, November 14
 7. Vendors Market, November 16
 8. Teen Manhunt, November 16
 9. Thanksgiving Scavenger Hunt, November 23
 10. Coastal Bend Holiday Mixer, Portland, December 04
 11. 1st Annual Christmas Parade, December 06
 12. Ingleside Christmas Tree Lighting, December 06
 13. IVFD Breakfast with Santa, December 07
 14. Ingleside Public Library Christmas Tree Lighting, December 11
 15. Ingleside Renaissance Faire, December 14-15
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information only.

ATTACHMENTS:

1. 2024, 11-12 Community Events v5



Now Accepting Applications!

Ingleside Citizen's Academy ENROLLMENT OPEN FOR 2025



How to Apply:

Step 1: Complete the PDF application form or submit the online application available on the City website at www.inglesidetxt.gov.



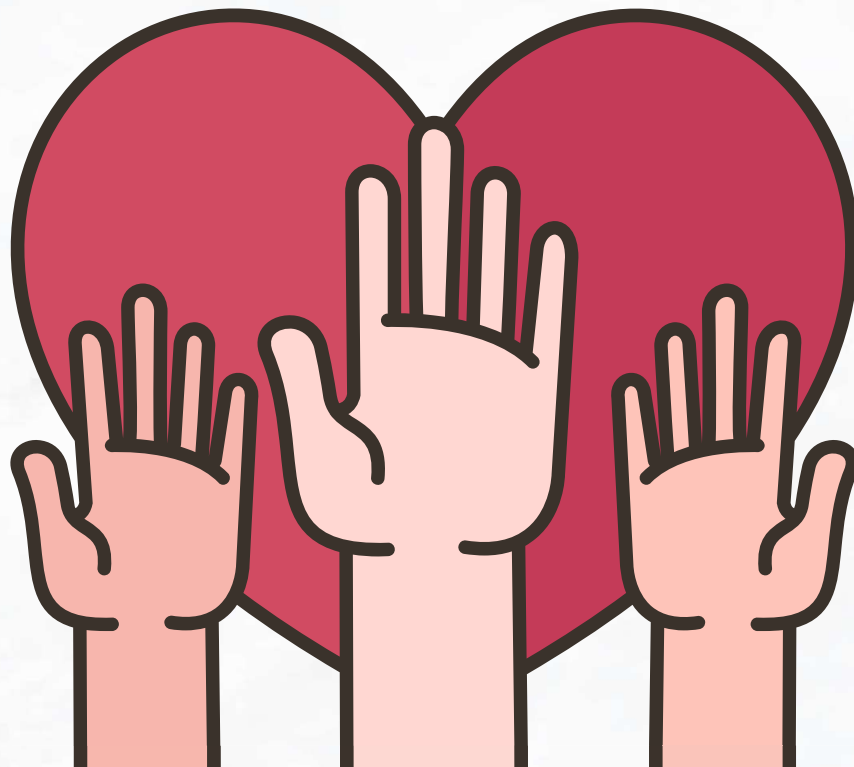
Step 2: Submit the PDF application to **one** of the following:

EMAIL: CitySecretary@inglesidetxt.gov

MAIL: City Secretary
2671 San Angelo Ave.
Ingleside, TX 78362

For additional information or questions, please contact Ruby Beaven, City Secretary, at (361) 776-2517 or rbeaven@inglesidetxt.gov.





Volunteers NEEDED

CITY OF INGLESIDE BOARDS & COMMISSIONS

We need help with

- Planning & Zoning
- Ingleside Development Corporation (IDC)
- Street Advisory Group
- And many more!

Come join us!

 2671 San Angelo Ave, Ingleside, TX

 361-776-2517

 citysecretary@inglesidetx.gov

Ingleside Public Library

2775 Waco St.

Ingleside, TX 78362

WEBSITE: <https://inglesidetx.gov/226/Library>

Phone: 361-776-5355

After School Program

Tuesdays

3:45p - 5:00p

5 & Under

Arts and Crafts

Fridays

9:30a - 10:30a

Game Day

Monday's

(1st & 3rd of the month)

4:00 - 6:00p

Game Day

Friday's

3:00p - 4:30p

One Page at a Time Book Club

Every 3rd Tuesday

of the Month

1:30p

612 N. Sandpiper, Ingleside on Bay

RSVP: Gelinda: 972-463-0310 or Library

Mr. Kippy Storytime

Thursday's

3:30p - 4:30p

Friday's

8:30a - 9:30a

INGLESIDE PARKS AND RECREATION

Toddler Time

OPEN TO CHILDREN 5 AND UNDER

September	
12th 26th	19th

October	
10th	3rd 17th

November	
14th	7th 21st

December	
12th	5th 19th

January	
16th 30th	TBD pending weather

Feburary	
13th 27th	TBD pending weather

NEW

Playdates in the Park

FOLLOW US ON FACEBOOK FOR MORE INFORMATION

2024 STATE OF THE COUNTY

Panel Discussion

NOVEMBER 13, 2024

11:30 AM - 1:00 PM

DOORS OPEN AT 11:00 AM

ARANSAS PASS CIVIC CENTER

GUEST SPEAKERS



DAVID KREBS
San Patricio
County Judge



OSCAR RIVERA
San Patricio
County Sheriff



HOWARD GILLESPIE
San Patricio County
Commissioner
Precinct 4

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





Please Join Us For A Gathering Of
COMMUNITY & FRIENDS

*To Celebrate
Friendsgiving*

Thursday 14th	November, 2024 5:30 PM
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Parc at Ingleside Apartments
2850 Ave J Ingleside, Tx 78362

The logo for Parc at Ingleside, featuring the word "parc" in a lowercase, sans-serif font with "AT INGLESIDE" in a smaller, uppercase font below it, all enclosed in a white square.

**INGLESIDE PARKS AND RECREATION
VENDORS MARKET**

Vendors Wanted



FREE REGISTRATION
SATURDAY, NOVEMBER 16
8AM-12PM

N.O. Simmons Park | Ingleside TX

INGLESIDE PARKS AND RECREATION

VENDORS MARKET

COME VISIT OUR LOCAL VENDORS MARKET
AND SUPPORT LOCAL BUSINESSES

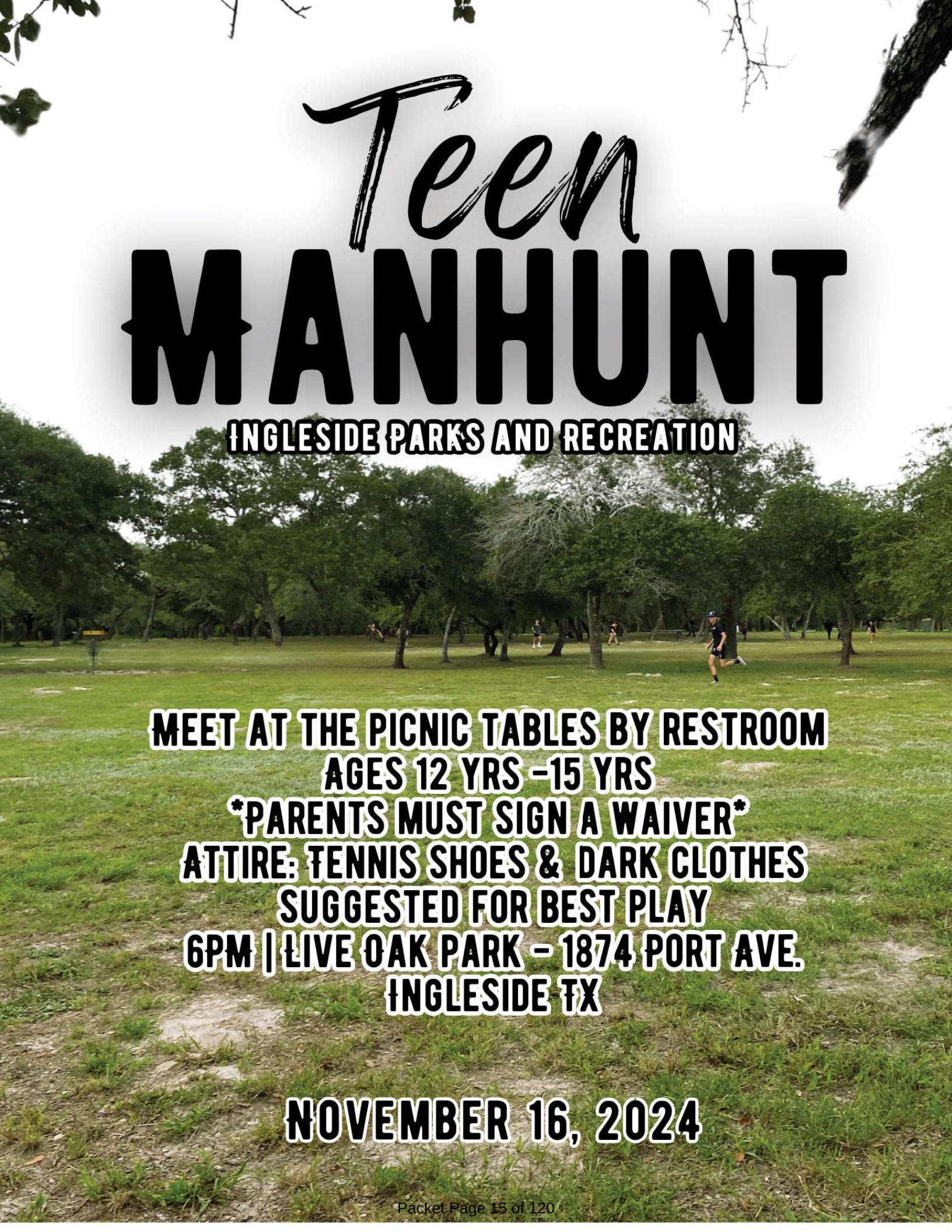
- **HANDMADE CRAFTS**
- **FREEZE DRIED CANDY**
- **& MORE**



NOVEMBER 16TH

**9:00 AM -11 AM
N.O. SIMMONS PARK
INGLESIDE, TX 78362**

FOR MORE INFORMATION CALL US AT 361-776-3438

The background of the poster is a photograph of a park. In the foreground, there is a grassy area with some trees. In the middle ground, a person is running across the grass. The background is filled with more trees and a clear sky.

Teen MANHUNT

INGLESIDE PARKS AND RECREATION

MEET AT THE PICNIC TABLES BY RESTROOM

AGES 12 YRS -15 YRS

PARENTS MUST SIGN A WAIVER

ATTIRE: TENNIS SHOES & DARK CLOTHES

SUGGESTED FOR BEST PLAY

6PM | LIVE OAK PARK - 1874 PORT AVE.

INGLESIDE TX

NOVEMBER 16, 2024

THANKSGIVING SCAVENGER HUNT

SEARCH • EXPLORE • DISCOVER

SATURDAY, NOVEMBER 23 12:00PM-2:00PM



LIVE
OAK
PARK

Are you ready for a
day of excitement
and fun?

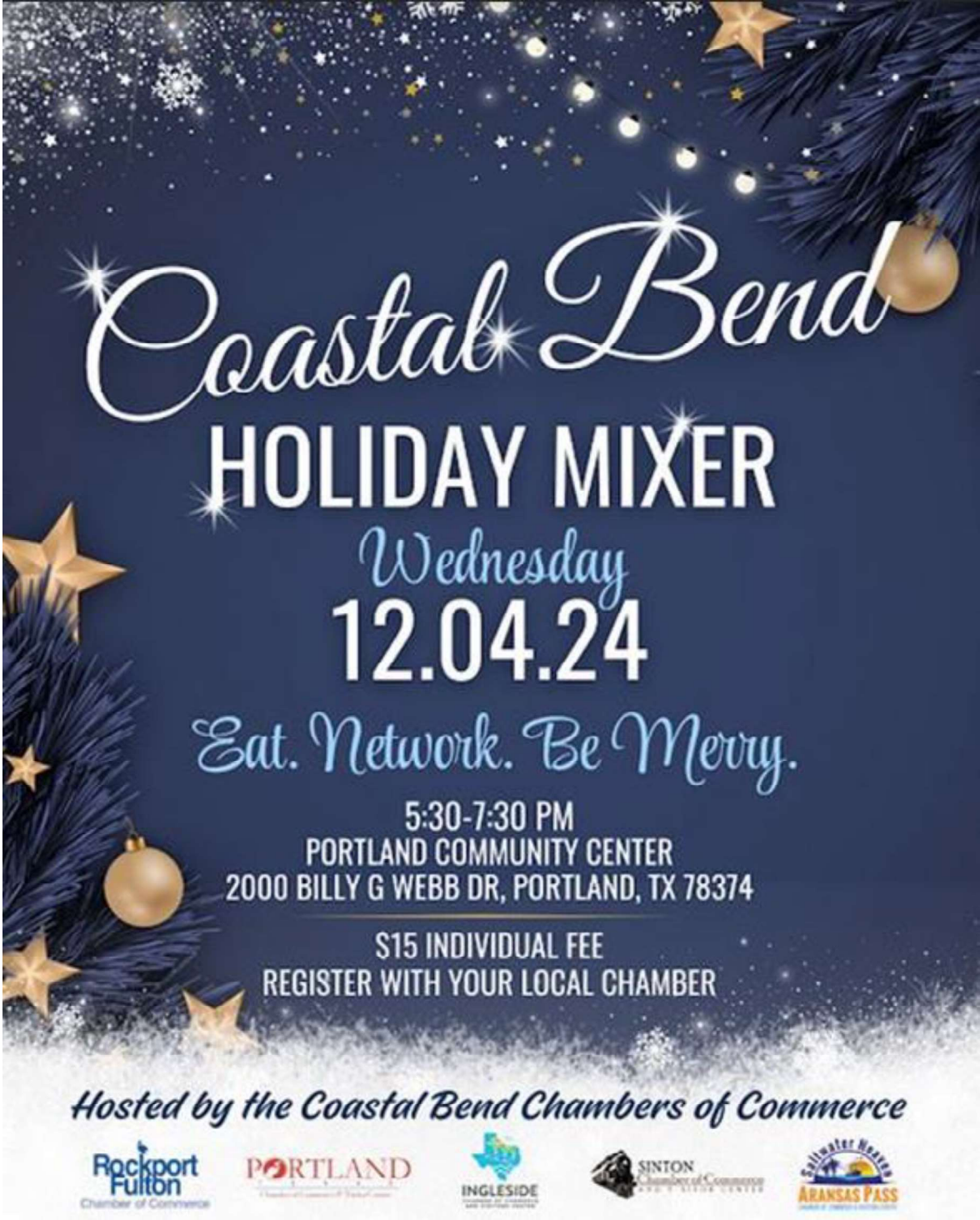
1874 Port Ave.

Ingleside TX 78336

Don't Miss Out!

For More Information:
Call: 361-776-3438





Coastal Bend

HOLIDAY MIXER

Wednesday
12.04.24

Eat. Network. Be Merry.

5:30-7:30 PM
PORTLAND COMMUNITY CENTER
2000 BILLY G WEBB DR, PORTLAND, TX 78374

\$15 INDIVIDUAL FEE
REGISTER WITH YOUR LOCAL CHAMBER

Hosted by the Coastal Bend Chambers of Commerce



INGLESIDE PARKS AND RECREATION PRESENTS:

Our First Annual

CHRISTMAS PARADE



DECEMBER 6, 2024

PARADE STARTS AT 6PM

IF YOU ARE INTERESTED IN
PARTICIPATING IN THE PARADE,
PLEASE CONTACT THE PARKS OFFICE
AT 361-776-2438

CHRISTMAS *Ingleside* TREE LIGHTING

Join us as we kick off a new tradition in Ingleside! The night will kick off with a spectacular light parade leading up to our magical Tree Lighting Ceremony.

PARADE: 6PM

Starts at faith fields parking lot proceeds on mustang dr to 4th turning on Ave J and ends at N.O. Simmons Park

TREE LIGHTING:

Join us after the parade for our famous tree lighting with the Mayor. Celebrate after with fun activities, hot cocoa, pictures with santa and MORE!

FRIDAY, DECEMBER 6, 2024



Ingleside Fire Department

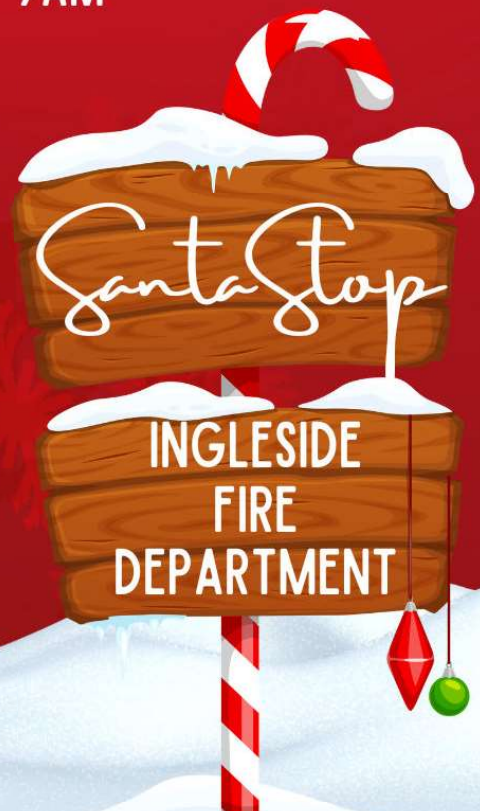
BREAKFAST

With Santa

JOIN US FOR A FREE BREAKFAST OF REGULAR OR CHOCOLATE CHIP PANCAKES, EGGS, BACON, AND SAUSAGE. WE WILL HAVE MILK, ORANGE JUICE, WATER, AND COFFEE AVAILABLE. MOST IMPORTANTLY THE STATION WILL BE DECORATED WITH AN ENJOYABLE CHRISTMAS VIEW AND A CHANCE TO VISIT SANTA!

Delicious Food & Photo with Santa

SATURDAY, DECEMBER 7, 2024 | 9AM - 11AM
SENSORY HOUR 8AM - 9AM





Ingleside Public Library

FREE

Children's

Christmas Tree Lighting

December 11th, 2024

6:00 pm - 8:00 pm

2775 Waco St.

Pictures with Santa

Pony Ride,

Hay Ride,

Moon Bounce,

& Much More!



CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 6.c

Report on Wastewater Treatment Plant Construction Bids.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The invitation to bid on the construction of the Wastewater Treatment Plant was advertised on September 26, 2024, and October 3rd, 2024. The advertisement allowed for bids to be submitted by the cutoff date of October 30th, 2024, at which time the bids were to be opened and read aloud at City Hall. As required by the Charter, in attendance at the bid opening were the City Manager, Director of Finance, City Secretary's representative, and the Director of Infrastructure Services. Also in attendance were representatives from the engineering firm. At 2:00 pm the City Manager declared it was 2:00 pm and time to close the acceptance of sealed bids. There were no bids submitted. There is not any concrete reason for no bids being submitted, only speculation. The current plan is to re-advertise and accept bids as scheduled on the attached updated schedule.

FISCAL ANALYSIS:

Originally, the City had taken out a loan with TWDB in the amount of \$19,000,000.00 for the construction of this project. This project is projected to cost more than the original loan amount. The City has taken steps to secure additional funding if the project exceeds the original loan amount.

RECOMMENDATION:

For informational purposes only.

ATTACHMENTS:

1. Advertisement to re bid WWTP
2. Bid Opening Sign In Sheet 10 30 2024

Advertisement 1	1-15-25
Advertisement 2	1-22-24
Pre - Bid Meeting	1-30-25
Bid Opening	2-19-25
Bid Evaluation & Submittal to TWDB	2-27-25
Council Award	3-25-25
Pre-Construction Meeting	April 2025
Notice To Proceed	April 2025
Construction Completion	730 Calendar Days

Wednesday, October 30, 2024 at 2:00 PM
City of Ingleside, Texas



HANSON
Engineering | Planning | Allied Services

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 6.d

Report on Ingleside Little League donation request.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

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

1. **Insurance Costs:** Donations help offset the cost of insurance, providing peace of mind for everyone involved.

2. **Background Checks:** The safety of our young people is our top priority. They conduct thorough criminal background checks for all volunteers working with the children. This donation will help cover the costs of these checks, ensuring a secure environment for our youth.

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

FISCAL ANALYSIS:

The annual donation to the league is \$2,500.00, and has been included in the Parks and Recreation Department 2024-2025 budget.

RECOMMENDATION:

N/A for informational purpose only

ATTACHMENTS:

1. 2024 Ingleside Little League donation request

Ingleside Little League



EIN 80-0957906

10/7/2024

PO Box 1453
Ingleside TX, 78362

Dear City of Ingleside,

Ingleside Little League has a long tradition of organizing baseball and softball for the Youth of Ingleside.

Every year, we necessitate assistance with expenses to keep the cost to low to our youth (families).

We are requesting the yearly \$2,500 sponsorship for youth recreational leagues for the upcoming season.

Sincerely,

Victor Moreno
I.L.L.A President

CITY COUNCIL AGENDA
Regular Meeting: November 12, 2024

AGENDA ITEM: 6.e

Report on Vessel Turn In Program.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Vessel Turn In Program was held at the City of Ingleside Recycle Center from October 3-5, 2024. This is the second time the City of Ingleside has brought this program to the citizens as an economic development effort. Multiple methods were used to advertise this program and get the word out to the public. Specific details and photographs are in the attached document.

FISCAL ANALYSIS:

Most services were donated. The costs associated with this program were staff time and the payment to Republic Services for the roll offs.

RECOMMENDATION:

Information purposes.

ATTACHMENTS:

1. VTIP to CC

Vessel Turn In Program – VTIP

Brought to Ingleside by: Economic Development Department, Code Compliance Department, Ingleside Development Corporation, Texas General Land Office, and Texas Parks & Wildlife.

Number of Vessels turned in: 9

Event dates and hours:

Thursday, October 3, 2024, 4PM – 7PM

Friday, October 4, 2024, 8AM – 5PM

Saturday, October 5, 2024, 8AM – 2PM

Location:

Ingleside Recycling Center

1580 4th Street

Ingleside, TX 78362

Advertising Activities:

Flyers posted at City Hall and Annex bulletin boards - 8/16/24

Mailed in customer utility bills on - 8/20/24 and 8/30/24

Part of Economic Development presentation to council at Budget Workshop - 8/10/24

Submittal to council: 8/13/24

Flyer included in council meeting packets - 8/27/24, 9/10 & 9/24

Ingleside Chamber started email blast – 8/28/24

Dates included in Chamber email blast – 8/28, 8/30, 9/04, 9/06, 9/11, 9/13, 9/20, 9/27 & 10/02

Flyers placed in lobbies of City Hall and Annex – 9/3/24

Article included in City Newsletter for 4th Quarter – mailed with September utility bills 9/20 and 9/30/24

Added on city website 9/12/24

KRIS 6 News – Victoria Balderama interviewed James Moses - on the news 10/03/24.

Donated Services: Any Wrecker Service, White Star Services, and Ingleside Volunteer Fire Department

Paid Services: Republic Services



Ingleside Vessel Turn-In Program

An Opportunity to Voluntarily Remove Inoperable Vessels

The City of Ingleside is pleased to announce an upcoming Vessel Turn in Program (VTIP) event.

To participate, please bring your boat to the drop off location at the specified times. Your boat must be cleared of trash and debris prior to dropoff. The title must be free of any loan balances, liens or taxes.

The GLO removes all hazardous fluids, oil and batteries from the vessel. TPWD verifies ownership. The City of Ingleside ensures safe vessel disposal.

Please bring:

City of Ingleside water bill for proof of residency Verification of boat ownership

Be prepared to sign a Release of Interest and Ownership form provided on-site.

The Ingleside VTIP event is available for vessels less than 26 feet in length. IF your boat is longer than 26 feet, please call to see if your vessel can be accommodated.

This VTIP event is for City of Ingleside residents only.

Dates & Times:

Thursday, October 3, 2024, 4 PM – 7 PM

Friday, October 4, 2024, 8 AM – 5PM

Saturday, October 5, 2024, 8 AM – 2 PM

Dropoff Location:

Ingleside Recycling Center

1580 4th Street, Ingleside, TX 78362

Need transportation for your boat?

AnyWrecker Towing Service will provide free towing service. **Reservations are required.** Please contact 361-776-7687 to secure your spot. Transportation is for boats only; plan to accompany your vessel in your own vehicle.



Through VTIP partnerships, we can make Ingleside a cleaner place!

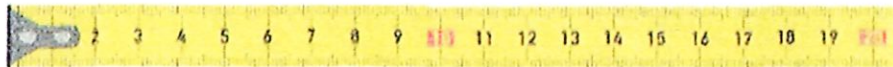
For more info, call 361-776-7687

[illegible]

Thursday, October 3, 2024, 4 PM – 7 PM
Friday, October 4, 2024, 8 AM – 5PM
Saturday, October 5, 2024, 8 AM – 2 PM

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

Vessels must be less than 26 feet in length



City Website - Added 9/12/2024

Website Account - Manage notification subscriptions, save form progress and more.



GOVERNMENT

RESIDENTS

TRANSPARENCY TO CITIZENS

BUSINESS

HOW DO I...

Start Date End Date Enter Search Terms

Start Date

End Date

Word or Phrase

Show Past Events

Select a Calendar

[Return to Previous](#)

Event Details

Ingleside Vessel Turn In Program

Thursday, October 3, 2024

The City of Ingleside is pleased to announce an upcoming Vessel Turn In Program (VTIP) event. To participate, please bring your boat to the drop-off location at the specified times. Your boat must be cleared of trash and debris prior to dropoff. The title must be free of any loan balances, liens or taxes. The GLD removes all hazardous fluids, oil and batteries from the vessel. TPWD verifies ownership. The City of Ingleside ensures safe vessel disposal.

Please bring:

- City of Ingleside water bill for proof of residency.
- Verification of boat ownership.
- Be prepared to sign a Release of Interest and Ownership form provided on-site.

The Ingleside VTIP event is available for vessels less than 26 feet in length. **If your boat is longer than 26 feet, please call to see if your vessel can be accommodated.** This VTIP event is for City of Ingleside residents only.

Date: October 3, 2024

Time: 4:00 PM - 7:00 PM

Location: Ingleside Recycling Center

Address: 1580 4th St
Ingleside, TX 78362



The City of Ingleside is pleased to announce an upcoming Vessel Turn In Program (VTIP) event. To participate, please bring your boat to the drop-off location at the specified times. Your boat must be cleared of trash and debris prior to dropoff. The title must be free of any loan balances, liens or taxes. The GLD removes all hazardous fluids, oil and batteries from the vessel. TPWD verifies ownership. The City of Ingleside ensures safe vessel disposal.

Through VTIP, boat owners can safely dispose of their vessels and avoid the cost of private disposal. For more info, call 361-776-1887.

Aired on 10/03/2024



KRIS 6 NEWS
CORPUS CHRISTI

Local News Weather Hurricane Center In Your Neighborhood KRIS 6 Sports 6 Investigates Coastal Bend History
Kitchen Cops Troubleshooters Give a Child a Book

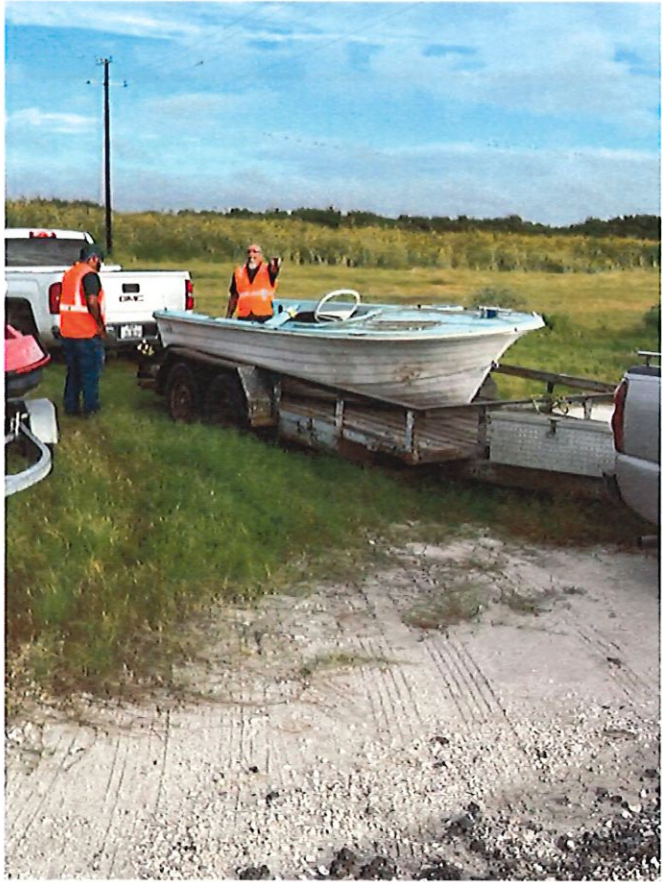
NEWS > LOCAL NEWS > IN YOUR NEIGHBORHOOD > SAN PATRICIO COUNTY >
INGLESIDE



City of Ingleside kicks off the second annual Vessel Turn In Program











CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 6.f

Report on letter from San Patricio Municipal Water District concerning rate increase.

SUBMITTED BY: Caron Vela, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

In July 2024, the San Patricio Municipal Water District emailed the following statement:
"It is too early in our budget cycle for me to do anything but guess. Our current municipal rate is \$3.52. The city (referring to the City of Corpus Christi) is going up seventeen cents so I am speculating our 2025 municipal rate will be \$3.71 to maybe \$3.77. In a meeting last week, the City of CC stated the desal costs would not impact water rates until 2028. They believe the industrial drought surcharge exemption fee (\$0.25/1000 gallons) funds will cover the P&I until then."

However, on October 31, 2024, the Water District issued the attached letter stating that the increase is \$0.28 (8%), from \$3.52 to \$3.80 per thousand gallons. In the past, the City has added increases from the Water District to the volume rate for all customers.

In September 2024, the City Council approved a 10% increase in the base rates and volume rates as shown in Resolution 2024-42.

FISCAL ANALYSIS:

The volume purchased in August 2024 was 32,453,000 gallons of water at \$3.52 per thousand gallons was a total of \$114,234.56.

The cost of the same volume with the increase to \$3.80 per thousand gallons was a total of \$123,321.40, for a difference of \$9,086.84.

A customer that uses up to 2,000 gallons is currently paying \$5.32 per thousand gallons. If the increase is added to the volume charge for rate up to 2,000 gallons, the new cost per thousand gallons will be \$5.60.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. 2024-12-10-SPMWD LETTER FOR RATE INCREASE
2. RES 2024-42 INGLESIDE WATER-SEWER RATE INCREASES

Troy Mircovich, President
Tom Bridges, Vice President
Danny C. Cox, Director
Brian Williams, Manager/District Engineer
Rebecca Klaevemann, Secretary/Treasurer



A. Larry Kalich, Director
Mark Evans, Director
Alan Miller, Director
Doil Kellar, Director
Yolanda Carr, Director

October 31, 2024

Mr. Brenton Lewis, City Manager
City of Ingleside
P.O. Box 400
Ingleside, TX 78370
blewis@inglesidetx.gov

Dear Mr. Lewis:

I am enclosing a copy of the summary of the District's proposed FY 2025 budget. Discussion of the budget will be an agenda item for the Board Meeting scheduled for November 12, 2024 and adoption on December 10, 2024.

The proposed 2025 rate for Municipal customers will be \$3.80 per thousand gallons (the current rate is \$3.52). This rate will take effect on January 1, 2025 on the bill that is mailed at the end of January and due in February. The reason for the \$0.28 (8%) increase is twofold:

- We are passing on a \$0.17 (5%) increase in raw water cost from the City of Corpus Christi (\$0.05 from 2024 that we were able to absorb and \$0.12 from 2025).
- The water storage in the Lake Corpus Christi/Choke Canyon reservoir system is at 21.6 percent combined capacity. We are anticipating that the City of Corpus Christi will move into Stage 3 water restrictions by the end of November and we have reduced our consumption estimates based on the Stage 3 prohibition of lawn irrigation. The reduction in consumption estimates is the primary driver for the additional \$0.11 (3%) increase in the rate for our Municipal customers.

Please note, up until now, the District has only increased our Municipal customer rate one time since December 2019 (and none since December 2022).

Likewise, since we have not received any rainfall as is typical in September/October, you may want to reconsider your water sales estimates for the remainder of the fiscal year. Less water sales could have a direct impact on your financial bottom line.

As always, we appreciate your water conservation efforts and encourage everyone to conserve as much as possible. Please don't hesitate to call me or Brian Williams if you have any questions.

Sincerely,


Rebecca Klaevemann

Enclosure

Cc: Caron Vela, Finance Director (cvela@inglesidetx.gov)
Troy Mircovich, Ingleside Director

Phone 361-643-6521
Fax 361-643-9093

My Budget Worksheet

Group Summary

San Patricio Water District, TX

For Fiscal: 2024 Period Ending: 12/31/2024

Department	2022					2023					2024					Defined Budgets	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Budget	YTD Activity	2024	2025	2025	2025	2025
Fund: 01 - GENERAL WATER OPERATING																	
Revenue																	
00 - NON-DEPARTMENTAL	108,225.00	1,167,613.66	108,300.00	1,415,578.62	583,300.00	746,332.42	783,300.00										
21 - ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
24 - PLANT B	3,834,911.00	3,765,264.00	3,521,833.00	3,261,313.00	3,461,666.00	2,970,501.60	3,738,736.00										
25 - PLANT C	4,786,150.00	5,036,966.30	5,021,498.00	5,106,064.21	5,174,594.00	4,604,295.66	5,385,802.00										
27 - TREATED	29,423,024.00	23,176,160.96	25,315,690.00	25,660,443.86	27,063,734.00	24,483,095.11	28,997,308.00										
28 - UNTREATED	2,500,280.00	1,743,640.98	2,869,956.00	2,605,792.11	3,155,224.00	1,956,905.67	3,573,958.00										
30 - GROUNDWATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
40 - DEBT SERVICE	0.00	5,289.83	0.00	38,797.10	0.00	65,594.59	0.00										
50 - PROJECT 2008 (WAS98)	0.00	4,223,215.15	0.00	0.00	0.00	0.00	0.00										
Revenue Total:	40,652,590.00	39,118,150.88	36,837,277.00	38,087,988.90	39,438,518.00	34,826,725.05	42,479,104.00										
Expense																	
00 - NON-DEPARTMENTAL	4,334,369.00	3,714,084.86	4,002,128.00	3,674,235.29	4,098,418.00	2,884,897.27	4,072,768.00										
20 - BOARD OF DIRECTORS	83,000.00	26,047.71	26,000.00	21,362.11	84,000.00	21,369.28	40,284.00										
21 - ADMINISTRATION	3,345,838.00	2,858,821.94	3,719,949.00	3,162,877.68	3,896,962.00	2,756,011.18	3,971,820.00										
22 - LAB	84,000.00	71,873.13	95,000.00	82,159.65	98,500.00	53,302.05	94,500.00										
23 - PLANT A	747,398.00	739,203.01	619,422.00	887,468.07	973,407.00	721,148.01	1,139,365.00										
24 - PLANT B	445,841.00	533,018.34	478,177.00	655,414.09	710,688.00	580,978.48	1,029,935.00										
25 - PLANT C	1,776,946.00	1,915,105.16	2,113,554.00	2,613,532.64	2,487,906.00	2,113,581.06	2,538,952.00										
26 - SHOP	756,117.00	576,356.04	793,397.00	678,057.56	727,940.00	567,079.96	719,587.00										
27 - TREATED	19,628,900.00	10,758,170.19	16,997,801.00	12,395,534.05	18,829,887.00	12,115,628.26	18,710,584.00										
28 - UNTREATED	11,038,217.00	9,618,961.56	10,497,422.00	9,868,509.71	10,691,530.00	8,020,715.04	12,251,258.00										
40 - DEBT SERVICE	0.00	753,976.19	0.00	687,971.51	0.00	-1,888,465.77	0.00										
50 - PROJECT 2008 (WAS98)	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
Expense Total:	42,240,626.00	31,565,618.13	39,342,850.00	34,727,122.36	42,599,238.00	27,946,244.82	44,569,053.00										
Fund: 01 - GENERAL WATER OPERATING Surplus (Deficit):																	
Report Surplus (Deficit):	-1,588,036.00	7,552,532.75	-2,505,573.00	3,360,866.54	-3,160,720.00	6,880,480.23	-2,089,949.00										

RESOLUTION NO. 2024-42

A RESOLUTION CHANGING THE WATER AND SEWER BASE AND VOLUME RATES CONTAINED IN APPENDIX "A" FEE SCHEDULE OF THE INGLESIDE CODE OF ORDINANCES.

WHEREAS, the City of Ingleside operates a water and wastewater utility system to provide essential services to the customers of Ingleside; and

WHEREAS, the last non pass-through increase on water and sewer rates was in October 2023 whereas water base and volume rates increased by 5% sewer base and volume rates increased by 25%; and

WHEREAS, HDR, Inc., the engineering consulting firm the City hired to conduct the utility rate study, recommends an increase in water and sewer rates; and

WHEREAS, the City anticipates a rate increase from San Patricio Municipal Water District in January 2025; and

WHEREAS, the City of Ingleside will increase the water base and volume rates by 10% and the sewer base and volume rates by 22%; and

WHEREAS, beginning October 2024, each month 22% of the total current monthly sewer sales have been held in a separate bank account and labeled as reserve/contingency fund for the Wastewater Treatment Plant project;

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

1. That the matter and facts recited in the preamble hereof are found and determined to be true and correct.
2. The fees charged by the City for water services under Section 66-86 and 66-247 are hereby amended as indicated on the attached true and correct copy of the relevant portion of the presently codified Appendix "A" Fee Schedule for the City of Ingleside.
3. These rates will be effective with the October 2024 utilities billing, regardless of usage period, additions being indicated by underlining and deletions by interlining.
4. The 22% of total current monthly sewer sales collected beginning October 2024, along with the funds collected with Resolution 2023-34 from fiscal year 2024 and Resolution 2019-42 from fiscal year 2020 through fiscal year 2023 will continue to be held in a separate bank account labeled reserve/contingency fund for the Wastewater Treatment Plant project.

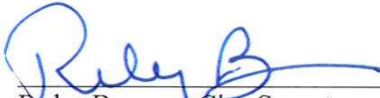
PASSED AND APPROVED this 24th day of September, 2024, by 04 (ayes) to 03 (nays) with 00 abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY OF INGLESIDE, TEXAS



Pedro Oscar Adame, Mayor

ATTEST:



Ruby Beaven, City Secretary



Appendix "A" Fee Schedule

Description	Amount (In Dollars)	Code Section
Chapter 66. Utilities		
Article II. Water		
Division 5. Rates and Charges		
(1) Water base rate		
Meter size	Amount monthly	66-86(b)
3/4" Residential	<u>28.15</u> ~~25.59~~	
3/4" Commercial	<u>24.90</u> ~~22.64~~	
1" Residential	<u>47.58</u> ~~43.25~~	
1" Commercial	<u>44.32</u> ~~40.29~~	
2"	<u>177.00</u> ~~160.91~~	
3"	<u>398.31</u> ~~362.10~~	
4"	<u>708.00</u> ~~643.64~~	
6"	<u>1,593.26</u> ~~1,448.42~~	
8"	<u>2,832.52</u> ~~2,575.02~~	
10"	<u>4,425.78</u> ~~4,023.44~~	
(2) Water volume rate	Monthly amount per	66-86(c)
Volume in month in gallons	thousand gallon volume	
0 to 2,000	<u>5.32</u> ~~4.84~~	
2,001 to 10,000	<u>5.71</u> ~~5.19~~	
10,001 to 50,000	<u>6.44</u> ~~5.85~~	
50,001 to 100,000	<u>7.03</u> ~~6.39~~	
100,001 to 300,000	<u>8.01</u> ~~7.28~~	
Over 300,000	<u>8.38</u> ~~7.62~~	

Appendix "A" Fee Schedule

Description	Amount (In Dollars)	Code Section
Chapter 66. Utilities		
Article III. Sanitary Sewer Service		
Division 7. Rates and Charges		
(2) Sewer base rate		
Water meter size	Amount monthly	66-247(b)
3/4"	<u>34.82</u> ~~28.54~~	
1"	<u>61.95</u> ~~50.78~~	
2"	<u>247.46</u> ~~202.84~~	
3"	<u>556.86</u> ~~456.44~~	
4"	<u>989.82</u> ~~811.33~~	
6"	<u>2,227.40</u> ~~1,825.74~~	
8"	<u>3,959.83</u> ~~3,245.76~~	
10"	<u>6,194.96</u> ~~5,077.84~~	
(3) Sewer volume rate	Monthly amount per thousand gallon water volume	66-247(c)
a. Residential	<u>3.88</u> ~~3.18~~	
b. Commercial	<u>4.45</u> ~~3.65~~	

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 7

Proclamation designating Ingleside as a Tourism Friendly City in the Tourism Friendly Texas Certified Community Program.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Economic Development Department has been working throughout this past year to achieve the state's new Tourism Friendly Texas Certified Community designation by the Office of the Governor. This proclamation shows the City's dedication and the City Council's support of the Tourism Friendly City designation.

The Tourism Friendly Texas Certified Community program is a new designation created to encourage communities across Texas to pursue tourism as an economic development strategy and provide resources to support those efforts. The City of Ingleside Economic Development Department is seeking this brand-new certification for the City of Ingleside as an economic development strategy.

The Tourism Friendly Texas Certified Community Program is managed by Travel Texas within the Governor's Texas Economic Development and Tourism Office to encourage communities to pursue tourism as an economic development strategy and provide resources to support their efforts. Goals of the program are to strengthen relationships with existing community partners, educate local leaders on the importance of tourism as a tool for economic development and job creation, encourage participation in state government programs available for tourism development, and assist small or rural communities with limited tourism resources. Ingleside's Economic Development Director first learned of the new certification program at a professional development conference and immediately brought the idea back to the City Manager.

The Ingleside Economic Development Department has been working on this project for a considerable time to be one of the state's first certified cities in the program. There are several steps required for the program. A Letter of Intent was required from the City and was issued by the City Manager on February 6, 2024. There were lengthy questionnaires that had to be completed. A formal interview was conducted in the middle of the questionnaire submissions. Letters of support were submitted by the Mayor, the City Manager, the Ingleside Development Corporation, and an area hotel. The Ingleside Proclamation is required. Training is mandatory before progressing through the program. The final interview is scheduled for November 19 in efforts to meet the deadline of December 2024 for this first round of certifications. Ingleside is on-track to meet all these requirements and be eligible during this first

round.

Benefits of Certification for Communities:

- State recognition for completing certification and an opportunity to celebrate tourism successes (press release, access to logo, inclusion on Travel Texas website);
- Better positioned to take advantage of tourism promotion opportunities with Travel Texas and other state agencies;
- Access to resources, training and educational materials to develop tourist attractions;
- Engagement with stakeholders and an opportunity to inspire community pride;
- Taking ideas and making them actionable.

Two Kinds of Tourism Destinations:

- Primary - Those that have sufficient strength in the mix of attractions and services to justify the trip;
- Secondary - They are capable of attracting travelers for a side visit as they are on their way to or from a primary destination. They may be a necessary stop on the way to or from a primary destination. The kinds of services at these locations include meals, gas, accommodations, etc.

Tourism and Economic Development

Tourism contributes many economic development benefits beyond economic impacts:

- Creates attractive communities for visitors and residents;
- Inspires a sense of pride and place for residents;
- Lifestyle, amenities and community brand are important to attract company investment.

The program has a Memorandum of Understanding with the following agencies and will provide benefits to Ingleside:

1. Travel Texas - coop advertising opportunities; coop public relations/marketing; community assessment program; host media & influencers; engage with us on social media platforms; e-newsletter.
2. Texas Parks & Wildlife - Great Texas Wildlife Trails Program; Texas Paddling Trails Program; Texas State Park Guide and Texas Parks & Wildlife magazine advertising; Bird City Texas Certification Program; Grant Opportunities: Local Parks, Community Outdoor Outreach Program, Recreational Trail.
3. Texas Department of Transportation - wayfinding signage; travel literature distribution/promotion at 12 Travel Information Centers; free bulk distribution of Texas State Travel Guide; Texas Highways Events Calendar and Texas State Map; free community and event promotion in Texas State Travel Guide and Texas Highways Events Calendar; Travel Leads program; Don't Mess with Texas mural program; Texas Highways, texashighways.com and magazine e-newsletters.

4. Texas Historical Commission - Main Street Program; Texas Treasure Business Award; Texas Heritage Trails Program; Museum Services Program; Texas Preservation Trust Fund; Texas Historic Courthouse Preservation.
5. Texas Commission on the Arts - various grants from nonprofits and governmental entities; Arts Respond Performance Support program; Competative Cultural District Designation.

Other Texas Resources are available through:

1. Texas Department of Agriculture
2. Office of the Governor Texas Economic Development & Tourism
3. Texas Film Commission
4. Texas Music Office

Although all of the above will not be applicable to us, Ingleside being certified in the Tourism Friendly Texas program is a win-win.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Proclamation

ATTACHMENTS:

1. Ingleside Proclamation Tourism v2
2. tourism logo

PROCLAMATION

WHEREAS, travel and tourism provide significant cultural benefits for the City of Ingleside; and

WHEREAS, meetings, events, leisure and travel for sports events are all key components to Ingleside's economy; and

WHEREAS, visitors enjoy the many tourism offerings like the Disc Golf Course, the Skate Park, the Birding Trail, Cove Park, the Coastal Bend charm; and

WHEREAS, Ingleside is proud to be recognized by the Tree City USA as a community that supports urban forestry programs therefore enhancing its reputation as a distinctive travel destination that includes six parks; and

WHEREAS, we acknowledge that all travel, whether related to leisure, business, or sports, is beneficial; and

WHEREAS, welcoming visitors from near and far will be the enduring ethos of the travel industry and of Ingleside; and

NOW, THEREFORE, I, Pedro Oscar Adame, Mayor of the City of Ingleside, Texas, proclaim:

“Ingleside Is A Tourism Friendly City”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 12th day of November 2024.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, Assistant City Secretary



CITY COUNCIL AGENDA
Regular Meeting: November 12, 2024

AGENDA ITEM: 8

Deliberate and take appropriate action on the Regular Meeting Minutes of October 22, 2024.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of October 22, 2024.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. Backup - 2024, 10-22 Regular Council Meeting Minutes_DRAFT

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
OCTOBER 22, 2024**

Opening Agenda

1. Call Meeting to Order.

The Regular City Council Meeting of the City of Ingleside was called to order by Mayor Adame at 6:30 p.m. on October 22, 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, Julio Salinas, and Mayor Oscar 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.

Debby Ferrell, 132 Sunset, Ingleside on the Bay, addressed the Council about Project YaREN, Council is the last line of defense for the citizens, no evidence to show protection of the community just money for profit, and about the protection of wildlife, citizens and the community.

Bess Willis, 316 Inglewood, Ingleside on the Bay, addressed the Council about the carbon dioxide stored underground and being released into the air, and it leaks due to corrosion.

Ken Willis, 316 Inglewood, Ingleside on the Bay, addressed the Council about his concern with the water, the raw dredge silt, and building a berm.

Vicky Cook, 3009 Lakeview West Dr., addressed the Council about speaking on behalf of the Garden Club's Adopt-A-Highway Cleanup Event, bluebonnet seeds spread along Highway 361, and need volunteers.

Cyndi Valdes, 809 Bayshore Dr., Ingleside on the Bay, addressed the Council about Project YaREN, safety, risks, hazards of ammonia, and giving facts for the info not received by presentors.

Brandi Robinson, 106 Bayshore Circle, Ingleside on the Bay, addressed the Council about the transparency page for the citizens comments section.

Charles Boone, 468 Sunset, Ingleside on the Bay, addressed the Council about Project YaREN, carbon capture, and information about the carbon permit.

Cindy Wilson, 2635 San Angelo, addressed the Council about trash and bulk pickup, wanting to know why a church was passed on, and asked when churches became residential.

Sarah Snodgrass, 1350 Indian Trail, addressed the Council about a plat on her land, city requirements for her property, Indian Trail needing to have the road fixed, tried to get water access, tap fees, and requested to be put back on the agenda.

Cindy Wilson, 2635 San Angelo, addressed the Council about spending tax money, and to consider the citizens.

Jack Mathis, 2475 Third Street, addressed the Council about drainage ditches along the street being too big and deep to mow them, and about Animal Control not picking up stray cats.

6. Staff Comments and Reports.

a. Council Comments and Reports.

No discussion was held on this matter.

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

No discussion was held on this matter.

c. City of Ingleside monthly financial report as of September 2024.

No discussion was held on this matter.

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

No discussion was held on this matter.

e. Tree City USA application renewal progress update for 2024.

City Manager Lewis informed City Council that they were ahead of schedule for the application, and that there is an Arbor Day event on November 1, 2024.

f. Fall Update and service reminders – Republic Services.

Mike Reeves, with Republic Services, addressed the Council about the fall update and services provided to the City. He also provided a 2025 calendar schedule for citizens.

Discussion was held between Council Members and Republic Services representative Mike Reeves on complaints of brush pick up, and Council Member Diehl's dissatisfaction on a church being considered "commercial" and not having bulk pickup. Representative Mike Reeves informed the Council that this was the first time hearing of the issue.

Representative Mike Reeves stated that he would work with City Manager Lewis to find a resolution. Mr. Reeves goes on to say a simple solution can be identified when communication is conveyed to him.

Further discussion was held between Council Members and Republic Services representative Mike Reeves about the Sharps Program, the increase in brush and bulk pick up, loose waste will cause trash on streets, able to get a second trash can for holidays, brush being able to fit in trash can should go in there, where to put brush and bulk in yards, churches being zoned as commercial and should have trash pickup, and revisiting the contract.

Presentations

7. Introduction of Bernard Rodriguez the new Director of Development Services.

Bernard Rodriguez addressed the Council and introduced himself as the new Director of Development Services.

8. Proclamation to recognize Arbor Day in the City of Ingleside.

Mayor Adame presented a Proclamation to Director of Infrastructure Services Paredez, and proclaimed November 1, 2024 as Arbor Day.

Consent Agenda

Agenda Items 10 and 11 were pulled from the Consent Agenda and moved into the Regular Agenda for separate discussion.

9. Deliberate and take appropriate action to accept a donation in the amount of \$2,500 from OxyChem for supplies for the Christmas Tree Lighting event at N.O. Simmons Park.

12. Deliberate and take appropriate action on Special Use Permit for Ingleside Fire and Rescue Fall Festival at Live Oak Park to be held November 9th, 2024.

13. Deliberate and take appropriate action on the Regular Meeting Minutes of October 07, 2024.

Motion: Council Member Pruitt made a motion to approve the Consent Agenda excluding Items 10 and 11 which were removed from the Consent Agenda for separate discussion. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

Public Hearing

There was no Public Hearing presented for this meeting.

Regular Agenda

10. Deliberate and take appropriate action to accept a donation in the amount of \$2,500.00 from the Enbridge Fueling Futures Grant in support of Fire Hose Replacement for the City of Ingleside Volunteer Fire Department.

Council Member Diehl pulled from Consent Agenda to discuss the approval of the donation from Enbridge as an entity to help support our community.

Motion: Council Member Diehl made a motion to accept a donation in the amount of \$2,500.00 from the Enbridge Fueling Futures Grant in support of Fire Hose Replacement for the City of Ingleside Volunteer Fire Department. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

11. Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2024-2025 Budget for the City of Ingleside, Texas, for the General Fund for appropriation of donations for the Non-Departmental Department and the Volunteer Fire Department.

Proposed Ordinance 2024-27.

No discussion was held on this item.

Motion: Council Member Diehl made a motion to approve Ordinance 2024-27, an Ordinance amending the Fiscal Year 2024-2025 Budget for the City of Ingleside, Texas, for the General Fund for appropriation of donations for the Non-Departmental Department and the Volunteer Fire Department. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

14. Deliberate and take appropriate action on a property owner's request for relief and refund from the interest debt paid on the liens for the property described as Property ID #39323; Legal Description: GARDEN OAKS SUBD UNIT NO 5 LOT 1, 2.

Discussion was held between Council Members, City Manager Lewis, and property owner Zach Lee about the property changing hands with liens and accrued interest; firm with back taxes; changes to go before Council; for forgiveness, brought to City's attention on September 6th when the owner was trying to sell the property; the liens have been paid by current owner in order to sell the property; and setting the precedence for others if liens/interest was forgiven.

No Action Taken.

15. Deliberate and take appropriate action on an agreement between the City of Ingleside and the Ingleside Soccer League for the use of the soccer fields at N.O Simmons Park.

Discussion was held between Council Members, City Manager Lewis, Director of Infrastructure Services Paredez and Texas Coast Youth Soccer League President Crain about trying to move the soccer fields, the need for a water well when in water restrictions, walk throughs before and after events until venues are moved, Mr. Crain mowing and lining the fields himself, and possibly getting industry to help pay for soccer fields out at Live Oak Park.

Motion: Council Member Julio Salinas made a motion to approve an agreement between the City of Ingleside and the Ingleside Soccer League for the use of the soccer fields at N.O Simmons Park. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

16. Deliberate and take appropriate action to provide a 30-day notice to Meeder Public Funds, Inc., doing business as Patterson Associates and its applicable affiliates to terminate all services.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Vela about the issues with the business, and the need for investments to be monitored closely.

Motion: Council Member John Salinas made a motion to approve the 30-day notice to Meeder Public Funds, Inc., doing business as Patterson Associates and its applicable affiliates to terminate all services. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Executive Session

17. 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 Consultation with Attorney regarding Cause No. 20-CV-12256 Ken Baker vs City of Ingleside

At 8:05 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 551.071 Consultation with Attorney regarding Cause No. 20-CV-12256 Ken Baker vs City of Ingleside

18. 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 Consultation with Attorney regarding Cause No. 20-CV-12256 Ken Baker vs City of Ingleside

At 8:50 p.m. Mayor Adame reconvened the Ingleside City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No Action Taken

Closing Agenda

19. Items to consider for placement on future agendas.

Council Member Diehl requested a comprehensive update on Project YaREN, and would like to see representatives present, and possibly hold the meeting at the Humble Center.

Council Member Diehl requested that the Transparency page on the website be looked at.

Council Member Diehl requested that the City spread the word about Sharps Kits for insulin.

Council Member Diehl thanked Director of Infrastructure Services Paredes about the fiber optics, and handling citizen complaints well.

Council Member Diehl thank City Secretary Beaven for her time with the City.

Council Member Wilson requested that the dumpster at the end of the parking lot get cleaned and mowed around.

Council Member John Salinas requested an update on the RFQ for Cove Park.

Mayor Adame thanked City Secretary Beaven for her time with the City.

20. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 8:57 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Ruby Beaven, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: November 12, 2024

AGENDA ITEM: 9

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.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

When a vacancy occurs for those as official signatures, changes for authorizing and designating the official signature of the City of Ingleside for banking depository services have to be made.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the approval of the Resolution authorizing and designating signatories for City of Ingleside banking services.

ATTACHMENTS:

1. Res - 2024-XX Designating Authorized Signatures

RESOLUTION NO. 2024-XX

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.

WHEREAS, the City of Ingleside, Texas, maintains bank accounts at the City's Depository Bank for the disbursement of funds in order to conduct business of the City, and;

WHEREAS, the City Council is responsible for designating authorized signatories for checks drawn on the City's bank accounts, and;

WHEREAS, in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City will notify the Depository Bank of the change and make appropriate revisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ingleside, that the following are designated as the individuals authorized to sign the disbursements, on all fund accounts, on behalf of the City of Ingleside. Any two (2) of the following named officers of the City of Ingleside, whose actual signatures are shown below are required and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of an Agent or Agents signing the same.

Pedro Oscar Adame, Mayor

Tracy Long, Mayor Pro-Tem

David Pruitt, Council Member

Caron Vela, Finance Director

Brenton B. Lewis, City Manager

Jana Stork, Interim City Secretary

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as

to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any two (2) of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above names Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I, further certify that the above-named persons names occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

PASSED AND APPROVED this 12th day of November, 2024 by ___ (ayes) to ___ (nays) with ___ abstentions by a vote of the City Council of the City of Ingleside, Texas.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, Interim City Secretary

CITY COUNCIL AGENDA
Regular Meeting: November 12, 2024

AGENDA ITEM: 10

Deliberate and take appropriate action to provide direction by Council, (i.e. the procedure of the meeting, intent of the item for the December meeting, etc), with regards to the upcoming Agenda item regarding a comprehensive update on the YaREN Ammonia Project for the 10 December 2024 Council Meeting.

SUBMITTED BY: Pedro Oscar Adame, Mayor

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

FISCAL ANALYSIS:

RECOMMENDATION:

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 11

Deliberate and take appropriate action to authorize the Mayor to execute a letter for a request for installation of regulatory air monitoring stations in San Patricio and Aransas Counties.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Coastal Bend Mayors Coalition, a collaborative effort among local government leaders in the region, recently convened on September 19, 2024, in Portland. During this meeting, Chairman Ehmann informed the members that the Texas Commission on Environmental Quality had agreed to set up an air quality monitor in San Patricio County. The coalition decided to take a proactive approach and draft a letter to the TCEQ to express the group's collective concern that one monitoring station will not provide accurate air quality data and request the installation of multiple regulatory air quality monitoring stations throughout San Patricio and Aransas Counties. Attached is the draft letter for the mayor to approve and sign.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council to authorize the Mayor to sign a letter for a request for installation of regulatory air monitoring stations in San Patricio and Aransas Counties.

ATTACHMENTS:

1. Request for Air Monitoring Stations October 2024



Chairman Jon Niermann

MC-100

Texas Commission on Environmental Quality

P.O. Box 13087

Austin, TX 78711-3087

Subject: Request for Installation of Regulatory Air Monitoring Stations in San Patricio and Aransas Counties

Dear Chairman Niermann,

We, the members of the Coastal Bend Mayors Coalition, representing vibrant communities of San Patricio and Aransas Counties, are writing to express our collective concern regarding the absence of regulatory air monitoring stations in our region. While it is encouraging to learn that the Texas Commission on Environmental Quality (TCEQ) has budgeted for the installation of one air monitoring station in San Patricio County, this is only a starting point. One station alone is insufficient to fully assess the cumulative air quality impacts in a region undergoing rapid industrial growth. More monitoring stations are necessary to protect the health of our communities and to gather accurate data on air quality.

Our counties have experienced significant industrial growth, attracting industries that have spurred economic prosperity. However, this industrial expansion has raised concerns about air quality, especially as several industries have recently amend their air permits to reflect current conditions at their plants. We are disappointed that their initial assumptions were inaccurate, as this weakens the regulatory process and erodes trust within our communities. These amendments, coupled with ongoing industrialization, underscore the urgent need for enhanced regulatory oversight, particularly through the installation of air monitoring stations.

The implementation of these stations will provide essential data on emissions and potential pollutants, offering critical insights into the environmental impacts of industrial activities. Moreover, it is vital to account for the cumulative effects of these industries on air quality, and a robust monitoring network is needed to capture data from multiple sources of emissions. This information is crucial not only for environmental assessments but also for safeguarding the health of our residents.

We believe it is imperative to install multiple regulatory air monitoring stations throughout San Patricio and Aransas Counties. The placement of these stations and the selection of air constituents to be monitored should be carefully considered, with stations strategically located near both current and future industrial facilities to ensure comprehensive and accurate data collection.

By taking this proactive step, we aim to create a sustainable and healthy living environment for our current residents and future generations. A robust air monitoring system will provide invaluable data to inform decision-making and develop strategies to mitigate potential risks. We

appreciate the pivotal role that the TCEQ plays in regulating and monitoring air quality across the state and value your ongoing commitment to environmental protection.

We would welcome the opportunity to discuss this matter further and explore collaboration on the implementation of air monitoring stations in San Patricio and Aransas Counties. A joint meeting between the Coastal Bend Mayors Coalition and TCEQ to address our concerns would be highly beneficial.

Please send all communications regarding this request to Mayor JoAnn Ehmann, Chairwoman of the Coastal Bend Mayors Coalition, c/o City of Ingleside on the Bay, 475 Starlight, Ingleside on the Bay, TX 78362.

Thank you for your attention to this critical issue, and we sincerely appreciate your dedication to the well-being of our communities.

Sincerely,

Pedro Oscar Adame, Mayor
City of Ingleside

cc:

Commissioner Bobby Janecka, TCEQ
Commissioner Catarina R. Gonzales, TCEQ
Senator Lois Kolkhorst, Texas Senate District 18
Senator Morgan LaMantia, Texas Senate District 27
Representative Todd Hunter, Texas House District 32
Representative JM Lozano, Texas House District 43
Garrett T. Arthur, TCEQ Public Interest Council

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 12

Deliberate and take appropriate action on the purchase of two (2) police patrol vehicles as appropriated in the 2024-2025 Fiscal Year Budget.

SUBMITTED BY: Martin Molina, Chief of Police

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Police Department needs patrol vehicles to replace aging cars that have exceeded their mechanical limits. The Ingleside Police Department requested, the City Manager recommended, and the City Council approved purchasing (2) patrol vehicles for the Police Department for patrol use for FY25. These (2) new patrol units will replace (2) older patrol units that constantly have mechanical issues. Those two older vehicles will be removed from patrol service. The (2) patrol vehicles, not equipped with lights, cages, etc., will cost **\$105,059.10 total purchase price. Amarillo District SAT Contract pricing 23-04-1011R.** These (2) patrol vehicles will be purchased from a dealer after city council approval, and we will receive them within a week. A vendor in this region will install the police equipment, guaranteeing a quicker turnaround time to get them patrol-ready. According to Defender Supply, the (4) Tahoes ordered on the FY2024 budget are still in production in Argyle, Texas, with a completion date of about one month.

FISCAL ANALYSIS:

The proposed purchase of the vehicles will be expended from Police Fund 32 Rolling Stock. Attached is the quote received detailing the vehicle's cost. The vendor is on the Amarillo District Sheriff's Association of Texas Contract pricing 23-04-1011R.

RECOMMENDATION:

Staff requests authorization to purchase (2) patrol vehicles totaling \$105,059.10.

ATTACHMENTS:

1. Police Truck PPV

SHERIFFS ASSOCIATION OF TEXAS		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	23-04-1011R	Date Prepared:	10/23/2024
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.							
Buying Agency:	CITY OF INGLESIDE			Contractor:	RELIABLE CHEVROLET		
Contact Person:				Prepared By:	DOUG ADAMS		
Phone:				Phone:	972-952-1561		
Fax:				Fax:	972-952-8172		
Email:				Email:	dadams@reliablechevrolet.com		
Spec #:	7	Description:	2024 SILVERADO PPV 9C1 --- ALL ARE 4 WHEEL DRIVE				
A. Product Item Base Unit Price Per SAT Contract: ARMADILLO DISTRICT							48388.55
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
AKO - DEEP TINT GLASS		182	9C1 SILVERADO PPV - PURSUIT VEHICLE - REQD		INCL		
AMF - REMOTE KEYLESS PKG OF 4 EXTRAS		68	FULL SIZE SPARE - REQUIRED		INCL		
BIJ - REAR WHEELHOUSE LINERS		264	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D		INCL		
CGN - SPRAY ON BEDLINER		496	A2X - POWER SEAT		264		
JL1 - TRAILER BRAKE CONTROLLER		250	U2K - XM RADIO (SUBSCRIPTION REQ'D)		91		
QT5 - EZ LIFT PWR LOCK/RLEASE TAILGATE		137	6J3 - GRILLE LAMP/SIREN SPEAKER WIRING		188		
UF2 - LED CARGO AREA LIGHTING		114	6J4 - HORN/SIREN CIRCUIT WIRING		96		
ZLQ - WT FLEET CONVE PKG (INCL CRUISE)		337	5YR/100,000 POWERTRAIN WARRANTY		INCL		
Z7X - Z71 SUSPENSION WITH 2' LIFT		1092	2 KEYS AT DELIVERY		INCL		
Z82 - TRAILER PACKAGE		387					
					Subtotal From Additional Sheet(s):		
					Subtotal B:		3966
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		
					Subtotal C:		0
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		0%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:		2	X Subtotal of A + B + C:		52354.55	=	Subtotal D: 104709.1
E. SAT Order Processing Charge (Amount Per Current Policy)						Subtotal E: 350.00	
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
MSRP 57992							
EXTERIOR COLOR ---WHITE							
					Subtotal F:		0
Delivery Date:		TBD	G. Total Purchase Price (D+E+F):				105059.1

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 13

Deliberate and take appropriate action on the purchase of two (2) John Deere excavators as appropriated in the 2024-2025 Fiscal Year Budget.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Drainage Department is currently using a T. REX brand excavator, Model TC 48, for its daily operations. This unit is constantly breaking down and needing to be in the shop. This brand is discontinued and not readily available. The parts to maintain this equipment operational are hard to come by as well. When the parts are located, it is usually at a sole source provider, which in turn makes the parts more expensive. The Water Department has the same issue, as they are also using a T. REX Model TC50 machine. In an effort to try to standardize our equipment brands, we received quotes for John Deere brand excavators, model 2024 60P Excavator. This model number is the current replacement for the two T Rex models mentioned here. John Deere is a reputable supplier that has been around for a very long time and is readily available should the need for parts or service arise.

FISCAL ANALYSIS:

The excavators are budgeted in Fund 32 and 52 respectively in the FY 2024-2025 adopted budget. The drainage excavator is budgeted at \$150,000.00, and the water excavator is budgeted at \$120,000.00. Both of these are quoted under the budgeted amount. The drainage department excavator is quoted at \$145,772.75 and the water department excavator is quoted at \$93,957.60. These quotes are through BuyBoard contracts.

RECOMMENDATION:

Staff recommends approving this purchase.

ATTACHMENTS:

1. Drainage Excavator 60P w Tiltrotator Quote OCT 2024
2. Water Excavator 60P Quote OCT 2024
3. Swing Motor for T-REX TC48

DOGGETT

Customer: City of Ingleside
Contact: -
Phone: -
PO# -
Date: 10/24/2024

Make:	JD
Model:	60P
Stock #:	TX001521
Serial #:	00000
Expires:	11/23/24

Packet Page 70 of 120

DOGGETT

Customer: City of Ingleside
Contact: -
Phone: -
PO# -
Date: 10/24/2024

Make:	JD
Model:	60P
Stock #:	TX000872
Serial #:	00000
Expires:	11/23/24

Packet Page 71 of 120



CITY COUNCIL AGENDA
Regular Meeting: November 12, 2024

AGENDA ITEM: 14

Deliberate and take appropriate action on the purchase of two (2) zero-turn mowers for the Parks Department as appropriated in the 2024-2025 Fiscal Year Budget.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The current mowing equipment for the Parks Department is outdated and requires frequent repairs, resulting in increased maintenance costs and downtime. Zero turn mowers provide improved maneuverability, cutting speed, and overall performance, which will significantly reduce maintenance time and improve the quality of our green spaces. The Bobcat brand of mowers is a trusted and reliable company. They are also readily available if the need for parts or services should arise.

FISCAL ANALYSIS:

The budgeted amount for these units is \$20,000 to be funded from Fund 32 of the current FY 24-25 budget. We received a quote from Bobcat for two 61" deck zero-turn riding mowers, priced at \$19,792 for both. This quote from Bobcat is the Sourcewell contract.

RECOMMENDATION:

Staff recommends the approval to purchase two zero-turn riding mowers.

ATTACHMENTS:

1. City of Ingleside ZT6061 X2



Quotation Number: **JA820184**
 Quote Sent Date: **Oct 28, 2024**
 Expiration Date: **Nov 27, 2024**
 Prepared By: **Jesus Avelar**
 Phone: (361) 815-5374
 Email: javelar@bobcatcce.com

Customer
CITY OF INGLESIDE
 PO BOX 400
 INGLESIDE, TX, 78362-0400
 Phone: +1 361 776 2517

Contact

Dealer
Bobcat of Corpus Christi, Corpus Christi, TX
 765 Diamond Cut Dr
 CORPUS CHRISTI, TX, 78409

Item Name	Item Number	Quantity	Price Each	Total
ZT6061SL - ZT6000 Zero Turn Riding Mower	9996011	2	12,789.00	25,578.00
Standard Equipment: Engine: Kawasaki FX810V Gas Engine Deck: AirFXTM Cutting System Air-Gap Baffles XL Grass Discharge Chute Front bull-nose designed Deep profile Adjustable front lips Cast Iron Spindle Assemblies Engine Compartment: Rear Engine Guard Rear Bumper Tires: Drive Tires: 24 x 10.5 - 12 OTR Caster Tires: 13 x 6.5 - 6 OTR		Transmission: HG ZT-4400 Hydrostatic Transaxles Operator Platform: Instrumentation: Fuel Gauges, Hour meter and PTO Throttle and Choke Cables 12 V Plug Outlet Key Switch High Back Full Mechanical Suspension Seat Fore/Aft Adjustment Seat Belt Roll Over Protective Structure (ROPS) meets OSHA 1928.51 & 1928.52 Meets standard ANSI/OPEI B71.4 Rotating Foot Plate Operator Controls: Hand Deck Lift Assist Adjustable Foot Deck Lift Assist Height of Cut Tethered Pin Adjustable Control Levers Fore/Aft/Up/Down Warranty: 36 months, or 2000 hours whichever occurs first		
Total for ZT6061SL - ZT6000 Zero Turn Riding Mower				25,578.00
		Quote Total - USD		25,578.00
		Dealer P.D.I.		100.00
		Destination Charges		764.00
		Discount		
		Sourcewell Contract #020223-CEC		-6,650.00
		Sales total before Taxes		19,792.00
		Taxes		0.00
		Quote Total - USD		19,792.00

Customer acceptance:

Quotation Number:: JA820184

Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 15

Deliberate and take appropriate action on purchasing four (4) vehicles for Water, Streets, Recycling, and Parks Departments.

SUBMITTED BY: Gary Paredes, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Parks and Recreation Department is responsible for maintaining city parks, recreational facilities, and community events. Currently, the department is using outdated vehicles that are frequently in need of repairs, impacting service efficiency and increasing operational costs. We have received a quote for a 2024 Chevrolet 1500 Crew Cab Truck. The truck that they currently have is a borrowed unit from the Streets and Drainage Department.

The Streets and Water Departments also have some aging vehicles that are needing more and more maintenance to keep the units on the road. Which is why we are requesting two new 2024 Chevy 2500 Crew Cab to add to those department fleets. These departments will now have a vehicle taken out of service, as they are short on vehicles because of lending to other departments. The Recycling Department is requesting a 2025 Chevy Colorado, as they do not have a vehicle, this department has been borrowing a truck from the Streets and Drainage Department. Due to adding personnel to the Streets Department, this will make us even more short on vehicles, thus the request for new vehicles.

FISCAL ANALYSIS:

The budgeted amount for the Parks Department vehicle is \$60,000, the quote is for \$41,495. The Streets Department is \$70,000, the quote is for \$51,350. The Recycling Department is \$60,000, the quote is for \$36,529. All to be funded from Fund 32 of the current budget. The budgeted amount for the Water Department vehicle is budgeted at \$50,000, the quote is for \$51,350. This will be funded from Fund 52 of the current budget. These quotes are through Buyboard contract.

RECOMMENDATION:

Staff recommends approval of all four purchases.

ATTACHMENTS:

1. Parks-Chevrolet 1500 Crew Cab 4WD Turbomax WT CK10543-X1-Oct 28-Quote#102824 v2

2. Streets & Water-Chevrolet 2500HD Crew Cab 4x2 CC20743-X2-Nov 4-Quote#11424 v2
3. Recycling-Chevrolet Colorado (14C43) 4x4 Crew Cab WT-X1-Nov 4-Quote#11424 v2

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD CONTRACT 724-23

End User: CITY OF INGLESIDE

Caldwell Rep: BEN LAUREANO QUOTE#102824

Contact: KAYLEE MORALES

Phone: 979-567-6155

Phone/email:

Date: Monday, October 28, 2024

Product Description: CHEVROLET 1500

email: ben@caldwellcountry.com

A. Bid Series: 14

A. Base Price & B. Options:

\$ 41,095.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK10543	2024 SILVERADO 1500 CREW 4WD W	INCL		REAR VISION CAMERA	INCL
AE7	40/20/40 SPLIT FRONT BENCH	INCL		REMOTE KEYLESS ENTRY	INCL
GU6	REAR AXLE 3.42 RATIO	INCL		POWER WINDOW/LOCK	INCL
L3B	ENGINE TURBOMAX	INCL		CRUISE CONTROL	INCL
MFC	TRANS 8-SPEED AUTO	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL
H2G	JET BLACK, INTERIOR	INCL		CHEV INFOTAINMENT 3 SYSTEM	INCL
PEB	WT VALUE PACKAGE	INCL		17" STEEL WHEELS	INCL
G80	AUTO LOCK REAR DIFFERENTIAL	INCL		TRAILERING PACKAGE	INCL

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer		Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED		GAZ - SUMMIT WHITE / STOCK VEHICLE (APPROX 25)	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

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

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

I. Contract Price Adjustment:

J. Additional Delivery Charge: miles

K. Subtotal:

L. Quantity Ordered 1 x K =

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 601-19

End User: CITY OF INGLESIDE

Caldwell Rep: BEN LAUREANO QUOTE#11424

Contact: KAYLEE MORALES

Phone: 979-567-6155

Phone/email:

Date: Monday, November 4, 2024

Product Description: CHEVROLET 2500

email: ben@caldwellcountry.com

A. Bid Series: 26

A. Base Price: \$ 51,150.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC20743	2025 SILVERADO 2500 CREW CAB	INCL		REAR VISION CAMERA	INCL
	2WD WT 159"			REMOTE KEYLESS ENTRY	INCL
1WT	WT EQUIPMENT GROUP	INCL		POWER WINDOW/LOCK	INCL
H2G	JET BLACK, VINYL TRIM	INCL		CRUISE CONTROL	INCL
IOR	CHEV. INFOTAINMENT 3 SYSTEM	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL
L8T	ENGINE, 6.6L V8	INCL			
MKM	TRANS 10-SPEED AUTO	INCL			
VK3	FRONT LICENSE PLATE BRACKET	INCL			
PCV	WT CONVENIENCE PACKAGE	INCL			
JL1	TRAILER BRAKE CONTROLLER	INCL			
Total of B. Published Options:					

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer		Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED		GAZ - SUMMIT WHITE / 2025MY FACTORY ORDER Q1 2025	COLOR / DELIVERY
Total of C. Unpublished Options:			

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

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

\$ -

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

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: miles

\$ -

K. Subtotal:

\$ 51,150.00

L. Quantity Ordered 2 x K =

\$ 102,300.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)

\$ 102,700.00

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: CITY OF INGLESIDECaldwell Rep: BEN LAUREANO QUOTE#11424Contact: KAYLEE MORALESPhone: 979-567-6155

Phone/email: _____

Date: Monday, November 4, 2024Product Description: CHEVROLET COLORADO PICKUPemail: ben@caldwellcountry.comA. Bid Series: 11A. Base Price: \$ 36,129.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
14C43	2025 COLORADO CREW CAB 4X4	INCL		HD REAR VISION CAMERA	INCL
4WT	WORK TRUCK PREFERRED EQUIPMENT	INCL		REAR PARK ASSIST	INCL
A50	SEATS, FRONT BUCKET	INCL		LANE KEEP ASSIST	INCL
L3B	ENGINE TURBOMAX	INCL		CRUISE CONTROL	INCL
MFC	TRANS 8-SPEED AUTO	INCL		REMOTE KEYLESS ENTRY	INCL
H1T	JET BLACK, CLOTH	INCL		POWER WINDOW/LOCK	INCL
PCU	CRUISE CONTROL	INCL			
URL	11.3" DIAGONAL LCD DISPLAY	INCL			
Total of B. Published Options:					

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer		Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED		GAZ - SUMMIT WHITE / 2025MY FACTORY ORDER Q1 2025	COLOR / DELIVERY
Total of C. Unpublished Options:			

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

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

\$ -

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

\$ -

I. Contract Price Adjustment: _____

\$ -

J. Additional Delivery Charge: _____ miles

K. Subtotal:

\$ 36,129.00

L. Quantity Ordered 1 x K =

\$ 36,129.00

M. Trade in: _____

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)**

\$ 36,529.00

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 16

Deliberate and take appropriate action on approval of the HOT Fund Post Event Form Battlin' BBQ and authorizing payment in the amount of \$20,649.89.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council approved the original HOT Fund Application from Battlin' BBQ on 8-13-24 covering the amount of \$31,896. This amount was put into the HOT Fund 24/25 Budget.

Battlin' BBQ held their event October 24-27, 2024 at N.O. Simmons Park. The Post Event Form is attached, with expenses totaling \$20,649.89.

This event has been held for 7 years and continues to be a successful event and also brings tourism into Ingleside. This year 37 rooms were rented as a result of the Battlin' BBQ Event.

The HOT Fund Post Event Form has been reconciled and expenses verified to comply with Chapter 351 of the Texas Tax Code.

FISCAL ANALYSIS:

\$20,649.89 due to Battlin' BBQ which was included in 24/25 Budget (Fund 21). These funds are generated through the Hotel Occupancy Tax.

RECOMMENDATION:

Staff recommends approval of Post Event Form and authorizing payment to Battlin' BBQ in the amount of \$20,649.89.

ATTACHMENTS:

1. BattlinBBQ Post Event Form

21-500-622

#20,649.89

POST EVENT REPORT FORM

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

Date: 10/31/2024

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

Original Application Approved by City Council 8-13-24
J Carr

PROJECT OR EVENT

Name of event or project: 2024 Battlin' BBQ Cookoff and Festival
Date of event or project: October 24-27 2024
Primary locations of event or project: N.O. Simmons Park
Primary purpose of funded event or project: Raise funds for the family of children battling Cancer
Amount received from Hotel Occupancy Tax Funds: \$31,165 31,846
Amount used from Hotel Occupancy Tax Funds: \$20,649.59 20,649.89
How many years have you held this event or project? 7 years

Event Funding Information

1. Actual percentage of funded event costs covered by hotel occupancy tax: 62%
2. Actual percentage of facility costs covered by hotel occupancy tax (if applicable): 0%
3. Actual percentage of staff costs covered by hotel occupancy tax (if applicable): 0%
4. If staff costs were covered, estimate of actual hours staff spent on funded event: N/A
5. Did the event charge admission? Was there a net profit from this event? If there was a net profit, what was the amount and how is it being used?

No admission Charge. No Net Profit

Okay
J Carr
11-1-24

Event Attendance information

1. How many people did you predict would attend this event? (Number submitted on application for hotel occupancy tax funds): 3,500
2. What would you estimate was the actual attendance at the event? 1,100
3. How many room nights were generated at Ingleside hotels, motels, bed & breakfasts, or short-term rentals by attendees of this event or project? 37
4. If this event has been funded by hotel occupancy tax in the last three years, how many room nights were generated at Ingleside hotels, motels, bed & breakfasts, or short-term rentals by attendees of this event or project?

Last year 22
Two years ago 8
Three years ago 15

5. What method did you use to determine the number of people who booked rooms at Ingleside hotels, motels, bed & breakfasts, or short-term rentals (e.g., room block usage information, survey of hoteliers, etc.)?

A 30 room block was assigned at Sleep In. Manager provided a copy of names of the rooms booked under the block competition.

6. Was a room block established for this event at an area hotel(s) Yes or No ? If so did the room block fill? Yes of No? If the room block did not fill, how many rooms were picked up? 23

Event Promotion Information

1. Please check all efforts your organization used to promote this event and how much was actually spent in each category:

Newspaper:	<u>Ø</u>
Radio:	<u>\$ 2,080</u>
TV:	<u>Ø</u>
Press Release	<u>Ø</u>
Other	<u>\$491.87</u>

2. Did you include a link to the Ingleside Visitor's Center or other source on your promotional handouts and on your website for booking hotel nights during this event? No
3. Did you negotiate a special rate or hotel/event package to attract overnight stays? Yes

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

Digital Ads, Radio

5. Please attach samples of documents showing how the City of Ingleside was recognized in your advertising/promotional campaign.
6. Please attach at least one sample of **all** forms of advertising/promotion used in your campaign. If the sample itself does not indicate the medium (radio, TV, print, or mail) used or where the advertising took place (e.g., a city's newspaper, or a radio spot that does not indicate the city where the spot was played), please include other information that would show location of the advertising and medium utilized.

Sporting Related Events

1. If the event funded by hotel occupancy tax was a sporting-related function, how many individuals participated in this event? 158
2. If the event was a sporting-related function, how many of the participants were from another city or county? 131
3. If the event was a sporting-related function, quantify how the activity substantially increased economic activity at hotel and motels within the city or its vicinity?

Increased the amount of people staying in hotels due to being from out of town.

What Ingleside businesses did you utilize for food, supplies, materials, printing, etc.?

Lone Star Lumber, HEB, Dollar General

Submit no later than 60 days after the event to:

City of Ingleside
Attn: Director of Economic Development
P.O. Drawer 400
Ingleside, TX 78362

\$ 20,649.89

[illegible]



CHAMPIONS

BARBECUE ALLIANCE



October 26th
Ingleside TX
N.O. Simmons Park

\$7,500

**IN CASH
PAYOUTS**



BATTLINBBQ.ORG

LIVE MUSIC. RAFFLES. KIDS ACTIVITIES. CORNHOLE. VENDORS.



MILITELLO
WEALTH
MANAGEMENT, LLC



THE CONTRERAS AGENCY
INSURANCE PROFESSIONALS



Battlin' BBQ 2024

23 reservations, 37 total room nights

TXH51 - Sloop Inn & Suites

Back

37
Rooms

Available 10/31/2024

ARMSTRONG, JACK	Checked Out	10/25/2024	10/26/2024	103	NQQ	DB	955275484
CABANSKI, MATT	Checked Out	10/25/2024	10/26/2024	312	NK	CC	956955212
CARDENAS, EDWARD	Checked Out	10/25/2024	10/27/2024	208	NK	CC	956937962
CARDENAS, VERONIKA	Checked Out	10/25/2024	10/27/2024	322	NQQ	CC	957139143
Cruz, David	Checked Out	10/25/2024	10/26/2024	319	SNK	CC	957144203
DE LA CERDA, KORESA	Checked Out	10/25/2024	10/26/2024	217	SNK	CC	957077671
DIRKSEN, JAN-WILLEM	Checked Out	10/26/2024	10/30/2024	224	SNHK	CC	957314438
DOWNING, MEGAN	Checked Out	10/26/2024	10/27/2024	108	NK	CC	957233411
FONDRIEST, JOSEPH	Checked Out	10/26/2024	10/27/2024	321	SNK	CC	956946579
Garcia Hernandez, Eliseo	Checked Out	10/26/2024	10/27/2024	113	NQQ	CC	957323304
Garcia, Roger	Checked Out	10/25/2024	10/26/2024	321	SNK	CC	957133515
GONLAZES, KAYLEM	Checked Out	10/25/2024	10/26/2024	206	NQQ	CC	957210747
GONZALES, RUBEN	Checked Out	10/25/2024	10/27/2024	314	NK	CA	957127717
Green, Martin	Checked Out	10/25/2024	10/27/2024	104	NHQQ1	DB	955283612
HUTCH, JUSTIN	Checked Out	10/26/2024	10/30/2024	221	SNK	CC	957202879
LINN, ALFIE	Checked Out	10/25/2024	10/27/2024	201	NHK1	CC	957195354
PEREZ LEAL, MARCO	Checked Out	10/25/2024	10/26/2024	300	NQQ	CC	957151050
ROZNOWSKI, DIANA	Checked Out	10/26/2024	10/27/2024	217	SNK	CC	957016495
Salgado, Gael	Checked Out	10/25/2024	10/27/2024	324	NHQQ	CC	957251620
Salgado, Gael	Checked Out	10/25/2024	10/27/2024	320	NQQ	CC	957251721
SANTOS, FERNANDO	Checked Out	10/25/2024	10/26/2024	113	NQQ	CC	957173540
STUART, JONATHAN	Checked Out	10/25/2024	10/27/2024	325	SNK	CC	957195078
TREVINO, FRANCES	Checked Out	10/25/2024	10/26/2024	112	NK	CC	957042202

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 17

Deliberate and take appropriate action on authorizing staff to advertise and receive Request for Qualification (RFQ) for a city Classification and Compensation Study.

SUBMITTED BY: Leticia Mejia, Director of Human Resources

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

During the FY24-25 budget meetings, the City Council discussed with the staff to explore the surrounding cities and private entities' compensation plans. This RFQ requests a comprehensive study of the positions, classifications, and compensation for all full-time and part-time employee positions with comparisons of similar entities. The comprehensive study will provide an objective evaluation process and methodology to review the current classifications and pay levels for all regular, full-time, and part-time positions.

The City strives to competitively recruit and retain employees, motivate employees to excel in job performance and to provide the best services to the community while being good stewards of public resources. The goal of this comprehensive study is to stay competitive and attract applicants. The study will give recommendations on classification and pay structure, compensation policies and procedures, and make additional recommendations that will enhance the total compensation system for current and future needs.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the City Council approve the solicitation of the RFQ Classification and Compensation Study.

ATTACHMENTS:

1. RFQ - Classification and Compensation Study 2024



CITY OF INGLESIDE, TEXAS

REQUEST FOR QUALIFICATION

CLASSIFICATION AND COMPENSATION STUDY

RFQ 2024-12-01

Release Date: Thursday, November 21, 2024

Proposals Due: Friday, December 20, 2024, 10:00 am

(Refer to the Introduction for a complete Schedule of Events)

(Note: Without exemption- Proposal must be time and date stamped by the City Secretary's Office. Timely physical delivery is at the risk of the respondent.)

CITY OF INGLESIDE RFQ - CLASSIFICATION AND COMPENSATION STUDY

INTRODUCTION

The City of Ingleside, Texas invites proposals from qualified consulting firms to complete a Classification and Compensation Study. This project is a comprehensive study of positions, classifications, and compensation, excluding elected officials. Proposals should address how a Respondent conducts a comprehensive study using an objective evaluation process and methodology to review the current classifications and play levels for all regular, one hundred and twenty-five (125) full-time, and twenty-three (23) part-time budgeted positions.

The City strives to competitively recruit and retain employees, motivate employees to excel in job performance, and structure work to provide the best services to the community while being good stewards of resources.

Submittal of a proposal does not create any right or expectation of a Contract with the City of Ingleside. There is no expressed or implied obligation for the City of Ingleside to reimburse the responding firms for any expenses incurred by preparing proposals in response to this request.

The **deadline for submitting proposals is 10:00 A.M. Central Time, December 20, 2024, to be opened publicly at City Hall at 2671 San Angelo Ave; Ingleside, Texas.** Any proposals received after this time and date will not be considered. Proposals must be sealed and marked **“SEALED BID – 2024-12-01 - CLASSIFICATION AND COMPENSATION STUDY”** on the proposal. The full address for proposal delivery is as follows:

CITY OF INGLESIDE
C/O CITY SECRETARY
P.O. DRAWER 400
INGLESIDE, TEXAS 78362

**NO PROPOSAL WILL BE ACCEPTED AFTER 10:00 A.M. LOCAL TIME.
LATE PROPOSALS WILL BE RETAINED IN THE CITY SECRETARY’S OFFICE
UNOPENED.**

The Request for Qualifications (RFQ) is available for review on the City of Ingleside website at www.inglesidetx.gov/opportunity/bids.

SCHEDULE OF EVENTS

RFP Release Date	November 21, 2024
Final Questions Accepted	December 9, 2024, no later than 5:00 pm
City Response to Questions	December 13, 2024, no later than 5:00 pm
Proposals Due	December 20, 2024, no later than 10:00 am
Interviews with Finalists	Week of, 2024 (Tentative-if needed)
Winning Proposal Selection (Anticipated)	January 17, 2025
Anticipated City Council Approval	January 28, 2025
Anticipated Effective Date of Contract	January 29, 2025, or soon thereafter

TABLE OF CONTENTS

This Request for Qualification includes the following sections:

1. City Background
2. Objective
3. Scope of Services
4. City's Responsibilities
5. Proposal Format
6. Budget and Contract
7. Selection Criteria
8. Discretion and Liability Waiver
9. General Information
10. Addenda
11. Questions

1. CITY BACKGROUND

The City of Ingleside is the second largest city in population in San Patricio County. Located on the eastern tip of San Patricio County, Ingleside is eighteen (16) miles from Corpus Christi, about 150 miles south of San Antonio and 225 miles southwest of Houston. The COI serves a diverse population of approximately 9,300 residents in approximately 16.0 square miles of land within the City's corporate boundary. Ingleside is about 40% developed.

The City of Ingleside, Texas, (the "City") was incorporated on June 18, 1951, under the provisions of the laws for the State of Texas. The city operates under a charter with a Council - Manager type of government. Services provided by the city under the general governmental departments including City Manager, City Secretary, Finance, Police, Animal Control, Code Compliance, Information Technology, Municipal Court, Economic Development, Public Works (Water, Wastewater, Streets & Drainage, Facilities Maintenance, Recycling, Parks and Recreation), Development Services, Utility Billing, and Library.

The City of Ingleside currently has 148 positions budgeted, including both part- and full-time. The city payroll is set up bi-weekly for all employees and monthly for elected officials. The City Council determines the annual cost of living increase and availability of merit raises as part of the annual budget. This fluctuates year to year. For FY 2023-2024, the City Council provided a four point three percent (4.3%) cost of living increase for all non-exempt employees and a two point eight percent (2.8%) cost of living increase for all exempt employees. Additionally, employees in designated positions receive certification pay for certain credentials.

The City of Ingleside also provides a comprehensive benefits package that includes medical, dental, and vision insurance. Other benefits include partial dependent medical coverage, paid basic life, short/long term disability insurance, paid sick leave, and paid vacation.

The City of Ingleside is a member of the Texas Municipal Retirement System which requires all full-time employees to defer six percent (6%) of their salaries, which the City matches 2:1; with a five (5) year vesting period, and 20 years for full-service retirement. The City of Ingleside also provides this benefit for permanent part-time employees.

2. OBJECTIVE

The City of Ingleside invites proposals from qualified consulting firms and desires to obtain fixed price proposals to:

- a. Complete a Classification and Compensation Study of public employees who are providing equitable services.
- b. Determine if changes in existing position descriptions are needed; and if so, update and/or create uniform job descriptions.
- c. Prepare a comparative analysis that identifies the City of Ingleside's competitive position in a comparative labor market, including comparative city employers.
- d. Provide a recommendation for total salaries and benefits, including the total compensation package, and including a recommended compensation policy.
- e. As part of the recommended compensation policy, it includes policies addressing compensation for promotions, demotions, certifications, and on call.
- f. Clearly outline promotional opportunities that provide recognizable compensation growth.
- g. Establish a minimum hourly pay rate of \$15.00 an hour and address compression.
- h. Prepare a pay structure (pay ladder) that provides clear directions on employee compensation.
- i. Prepare recommendations for compensation rules and policies, to maintain competitiveness, ensure equity, and position the organization for future development.

Responding firms should have considerable experience conducting salary surveys and comparative analyses, preferably involving jurisdictions of a range of sizes, including sizes and tax base similar to the City of Ingleside, Texas, and offering a set of programs and services that overlaps with the City's.

The resulting classification and compensation program shall enable the City to competitively recruit employees, motivate employees to excel in job performance, and fit with the organization's current size and culture.

3. SCOPE OF SERVICES

The project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the following tasks:

- a. General
 1. Provide a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions (pay ladder) within the ranges.
 2. Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
 3. In collaboration with City Management, establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Texas municipalities, and appropriate private sector competitive employers.

4. Identify potential pay compression issues and provide potential solutions. Including addressing pay compression resulting from increasing the starting wage from \$12.40 to \$15.00.
 5. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions as well.
 6. Analyze and recommend changes to the present supplemental pay structures to meet market analysis (i.e., certification pay, education pay, car allowance, phone allowance, longevity, on-call compensation, etc.).
 7. Analyze and recommend changes to the present benefits to meet market analysis (paid time off structure – types and amounts).
 8. All recommendations are expected to include analysis of implementation costs.
- b. Communication and Information
1. The selected consultant will attend the City Council meeting for introduction to the Mayor and Councilmembers and provide a brief overview of the process and methodology.
 2. Consultant to schedule an initial meeting with City Management and Director of Human Resources to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
 3. Consultant to meet with department heads to explain study and process to be used.
 4. Consultant to provide frequent updates to City Manager or their designee.
 5. Consultant to provide final report and recommendations to City Manager or City Council in person.
- c. Classification Study
1. Consultant to review current classification grade methodology and propose recommended strategies for the City.
 2. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
 3. Consultant to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), certification/licenses/registrations requirements for classification, and organizational information, as needed. The consultant will ensure that content and titles are current, accurate, and consistent with FLSA (exempt/nonexempt), EEO, and ADA considerations.
 4. Consultant to present proposed recommendations to the City Manager for review prior to making any final classification determinations.
 5. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction or identified discrepancies between existing and proposed classifications.
 6. Consultant to identify career ladders/promotional opportunities as deemed appropriate.

7. Consultant to submit recommendations for appropriate implementation measures that the Human Resource staff will need to take.
8. Consultant to provide straightforward, easily understood, maintenance system that the Human Resource Department will use to keep the classification system current and equitable. The classification system should be provided in electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.
9. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that staff can explain and administer the new system in the future. The training program should be clearly spread out in the proposal.

d. Compensation Study

1. Consultant to review current compensation plan (salary ranges) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.
3. Consultant to recommend comparable labor markets, including both private and public sector employers for compensation study.
4. Consultant to develop and conduct a comprehensive compensation survey of the market including comparable Texas municipalities, and appropriate private sector competitive employers.
5. Consultant to recommend an appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and provide implementation strategies related to other key compensation practices, based on market demands, including pay performance, skill pay, special assignment pay, certification pay, promotional pay, on call pay, and acting assignment pay.
10. Consultant to provide system documentation and computer formats/software to administer compensation plan.
11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market surveys.
12. Consultant to conduct compression analysis to include any recommendations for implementation.

13. Consultant to conduct a comprehensive training program for Human Resource staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.
14. Develop and present administration recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.
15. Schedule and attend meetings with City Administration, including but not limited to:
 - i. City Manager
 - ii. Director of Human Resources
 - iii. Directors

e. Benefits Study

1. Consultant to review current benefits, including but not limited to sick leave, vacation leave, certification pay, on call, and other related compensation for Police, Exempt, Non-Exempt, and department heads.
2. Consultant to conduct a comprehensive benefits survey of the market including municipalities of similar sizes and operations, and appropriate private sector competitors.
3. Consultant to review trends in benefit offerings and recommendations.
4. Consultant to develop and present to administration recommendations and impact studies including the costs, if any, of implementing the proposed benefits policies with current employees, and future impact of recommended changes.

4. CITY'S RESPONSIBILITIES

The City staff will provide the consultant with all relevant information it has pertaining to the City and its operations including existing job descriptions, organizational charts, and relevant sections of the municipal code. The City may provide additional documents and information, as appropriate.

5. PROPOSAL FORMAT AND SUBMISSION

The offeror shall submit one original (conspicuously marked "ORIGINAL"), e complete copies and one memory stick of their written proposal in a sealed envelope shall be delivered **no later than 10:00 AM on December 20, 2024, to:**

City of Ingleside
Attention: City Secretary
2671 San Angelo Ave
Ingleside, Texas 79362

All proposals must be clearly marked on the outside of the envelope:
"2024-12-01 Classification and Compensation Study"

Faxed and emailed submittals are not accepted.

Include all information requested, **organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow.** Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal.

The following information/documents shall be included in the proposal package to be considered responsive to the Request for Qualifications:

- A. **Cover letter** summarizing the proposal.
- B. **Scope of work.** Provide a description of the work program including description of deliverables and activities.
- C. **Description of Project Team.** Provide names, title, and qualifications (resumes) of the proposed project manager and support staff who will be conducting the work on this assignment, including their experience and projects in which they had “hands on” responsibility, and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organizational structure of staff members and sub-consultants (if any).
- D. **Statement of Methods and Procedures.** Provide a statement describing the scope of the work as you understand it. Describe the approach, means, methods, and procedures to be used to gather data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.
- E. **Management Synopsis.** Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and terms of work.
- F. **Cost of Services.** Provide a schedule of billing rates and a specific “not to exceed” capped fee including associated fees (i.e., printing costs, attendance to meetings, travel). A requested payment schedule should accompany the work schedule.
- G. **Work Schedule.** Provide a timeline for indicating tasks required and start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.
- H. **References.** Provide a list of (5) references for similar projects, three of which are cities, including names of contract people and telephone numbers, for your firm and for any subcontractors.
- I. **Required forms.** Complete and include Attachment A – Certificate of Interested Parties and Attachment B – House Bill 89 Verification Form
- J. **Final Product.** Provide a statement that the proposer agrees to:
 - a. Deliver at least one (1) original, two (2) copies, and a flash drive of the final report to the City Manager or their designee.
 - b. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for implementation and maintenance of the compensation/classification system in an electronic medium (flash drive); and
 - c. Appear at a City Council meeting, or meeting with City Management, to deliver the final report.
- K. **Additional Services (Optional).** Provide any other related and recommended projects or services not specified in the RFQ which may be considered essential or benefited by the firm. These services should be priced separately from “G” above and shown here.

6. BUDGET/CONTRACT

The City of Ingleside wishes to negotiate a contract with a “not to exceed” dollar total based on the clearly defined scope of work. It should be noted that the selected consultant will be required to enter into a professional services contract including insurance as applicable.

7. SELECTION CRITERIA

After city staff have reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with the City of Ingleside.

Interviews may be scheduled with finalists in the process, at the discretion of the review committee.

Proposals will be evaluated using the following criteria:

- | | |
|--|-----|
| • Thoroughness and understanding of the tasks to be completed | 20% |
| • Related public-sector experience, preferably in a municipal setting, Conducting similar studies. | 20% |
| • References, credentials, and/or recommendations from past clients. | 15% |
| • Costs associated with developing, preparing, and presenting the study. | 25% |
| • Time required to accomplish the requested services. | 20% |

8. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultant, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ.

All responses will be made public upon request.

9. GENERAL INFORMATION

The City’s website is www.inglesidtx.gov. The City of Ingleside’s current budget can be found on the City’s website.

10. ADDENDA

It is the proposer’s responsibility to check the website for any addenda. Go to www.inglesidtx.gov/opportunity/bids.

11. QUESTIONS

Questions pertaining to this document should be submitted via email with “Questions about Comp Study” in the subject line, as stated in the Schedule of Events section to Lmejia@inglesidtx.gov.

**ATTACHMENT A- CERTIFICATE OF INTERESTED PARTIES
TEXAS ETHICS COMMISSION (FORM 1295)**

The Texas Government Code effective January 1, 2016, requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Victoria County. This included new, amended, extended, or renewed contracts that meet one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court
2. It has a value of at least \$1 million.

The Vendor must:

1. Go to: <https://www.ethics.state.tx.us/FiJe/>click on Form 1295 Filings, click on the click here if you do not have a user ID, and follow the instructions to set up an account. If you already have an account, then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number.
3. An authorized agent of the Respondent must sign the printed copy of the form.
4. The completed Form 1295 must be included with your solicitation when it is submitted to City of Ingleside. (Scanning and emailing this form are sufficient for renewals & maintenance of solicitations)

ATTACHMENT B - HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section I. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, 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.

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

I, _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at
<https://comptroller.texas.gov/purchasing/publications/divestmeot.php>

Company Name

Signature and Title of Authorized Official

Date

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 18

Deliberate and take appropriate action on identifying city employees who receive or pay out any monies of the City that require surety bonds and to determine the amount of the surety bond as required by the City Charter, Article III. - City Council Section 3.16. - Bonds for city employees.

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

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

According to the City Charter, Article III. - City Council Section 3.16. - Bonds for city employees:

The City Council shall require bonds of all municipal officers and employees who receive or pay out any monies of the City. The amount of such bonds shall be determined by the City Council and the cost thereof shall be borne by the City.

At this time, there are no surety bonds for city employees or public officials issued. The TML IRP Underwriter was contacted to confirm that our current insurance policy does not cover surety bonds. Victor Insurance is the City's current broker that can provide the surety bonds.

With that being said, each department was asked to provide a list of employees from each department identifying employees who receive or pay out any monies of the City to include handling petty cash. A list has been attached for each title identified.

Each elected, appointed, or hired employee identified to have a bond will be required to complete an application to acquire the bond.

FISCAL ANALYSIS:

Surety bonding was not incorporated into the current 2024-2025 fiscal year budget. The broker has provided the attached information to provide cost information based on bond size. The fiscal impact will depend on the number of bonds issued and the amount of each bond.

Bond Limit	1 Year Premium	3 Year Premium
\$10,000	50.	130.
\$20,000	80.	208.
\$30,000	120.	312.

\$50,000	200.	520.
\$60,000	240.	624.
\$80,000	320.	832.
\$100,000	400.	1,040.
\$250,000	1,000.	2,600.
\$500,000	1,750.	4,550.

RECOMMENDATION:

Staff recommends City Council determine the amount of the surety bond and who will be required to apply for the bond.

ATTACHMENTS:

1. Backup - 3.16 Bonds for City Employees
2. Backup - Bond Prices
3. Backup - Money Handlers List
4. Backup - POB & Directors App - rev. 3.23
5. Backup - Description of Notary & POBs

Section 3.16. - Bonds for city employees.

The City Council shall require bonds of all municipal officers and employees who receive or pay out any monies of the City. The amount of such bonds shall be determined by the City Council and the cost thereof shall be borne by the City.

Ruby Beaven

From: Wallace, Belinda G <belinda.wallace@victorinsurance.com>
Sent: Wednesday, November 6, 2024 8:50 AM
To: Ruby Beaven
Subject: Bond cost

Morning Ruby,

Per our phone conversation, below is a listing of bond costs as requested:

Bond Limit	1 Year Premium	3 Year Premium
\$10,000	50.	130.
\$20,000	80.	208.
\$30,000	120.	312.
\$50,000	200.	520.
\$60,000	240.	624.
\$80,000	320.	832.
\$100,000	400.	1,040.
\$250,000	1,000.	2,600.
\$500,000	1,750.	4,550.

If you should have any questions, need additional information or I can be of further assistance, please feel free to contact me.

Thanks,

Belinda



Belinda G. Wallace
Account Executive/Asst Vice President, Victor US
500 Dallas, Suite 14000, Houston, TX 77002
Direct: 713-787-2405 Office: 713-787-2400
victorinsuranceus.com | Follow Victor on [LinkedIn](#)

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The following are signing checks for the City of Ingleside:

- Mayor
- Mayor Pro-Tem
- Council Member
- City Manager
- Director of Finance
- Director of Administrative Services/City Secretary

The following are handling or issuing checks, direct deposits, funds transfers, and/or ACH/Wire transactions:

- Director of Finance
- Assistant Director of Finance
- Accounting Assistant (Accounts Payable/Payroll)

The following handle money in the course of daily duties:

Finance Department

- Director of Finance
- Assistant Director of Finance
- Utility Billing Manager
- Accounting Assistant
- Utility Billing Clerks

Municipal Court

- Municipal Court Judge
- Municipal Court Clerks

Parks & Recreation

- Administrative Assistant
- Youth Program Coordinator
- Recreation Program Assistant

Library

- Director of Library
- Assistant Librarian
- Library Clerks: I, II, III

Police Department

- Chief of Police
- Assistant Chief
- Captain
- Sergeant
- Community Service Officer
- School Resources Officer
- Warrant Officer
- Patrol Officer
- Detective

- Communication Supervisor
- Telecommunicator
- Administrative/Records Clerk

Animal Control

- Animal Control Officer

Director of Administrative Services/City Secretary

- City Secretary
- Assistant City Secretary
- Administrative Assistant



HARTFORD INSURANCE GROUP

Miscellaneous Surety Application

- 1) Complete the TOP section for ALL bonds
- 2) By "Bond Type" answer all questions following
- 3) Complete the Indemnity Agreement

Agent: Victor Insurance Managers LLC.
500 Dallas St., Ste. 1400
Houston, TX 77002

Effective Date: _____

Applicant: _____

Applicant's Address: _____

Applicant's position: _____ Amount of Bond: \$ _____

Obligee: _____

Obligee's Address: _____

BOND TYPE: (Check correct bond type)

- Directors _____
- Treasurer _____
- Tax Collector _____
- Other Public Official _____

Elected: _____ Appointed: _____ Hired: _____ Date position began: _____

Term of office: _____ Previously held this office? YES - NO If Yes, dates: _____

Qualifications for position: _____

(Please provide an explanation to all "YES" answers below)

Annual funds handled: \$ _____ Are taxes collected? YES - NO If Yes, amount: _____

- | | |
|---|----------|
| 1. Does applicant have any other Surety bonds in force? | YES - NO |
| 2. Has any Surety company declined to write this or any previous bond for the application? | YES - NO |
| 3. Has applicant ever had a bond involuntarily terminated or cancelled? | YES - NO |
| 4. Has there ever been a claim or legal action on a bond executed on behalf of applicant? | YES - NO |
| 5. Does the applicant or any companies owned by or related to the applicant, have any pending lawsuits or unsatisfied judgements or liens? | YES - NO |
| 6. Has the applicant or any companies owned by or related to the applicant declared bankruptcy or become insolvent? | YES - NO |
| 7. Has the applicant or any companies owned by or related to the applicant been the subject of a legal or administrative proceeding resulting in disciplinary action? | YES - NO |
| 8. Has the applicant ever been convicted of a felony? | YES - NO |
| 9. Does the applicant or any of their subordinates handle money or securities? | YES - NO |
| 10. Does an external CPA audit financial accounts and fund balances? | YES - NO |
| 11. How often are audits conducted? | YES - NO |

By Whom? _____

Replies to any "YES" answers from above: _____

Indemnity Agreement

Indemnity Agreement (“Agreement”)

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers (“Hartford”) Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
 - (a) “Underwriting” or “Underwrite” shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
 - (b) “Bond” or “Bonds” shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
 - (c) “Loss” means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
 - (d) “Claim” means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as “Indemnitors”) hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.
- (6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford’s decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Oblige on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

Signed and witnessed this _____ day of _____, 20_____.

SIGNATURES

WITNESSES

Description of Notary & Public Official Bonds:

NOTARY:

A Notary Public is a public servant with statewide jurisdiction who is authorized to take acknowledgments, protest instruments permitted by law to be protested (primarily negotiable instruments and bills and notes), administer oaths, take depositions, and certify copies of documents not recordable in the public records.

A Notary Public is personally liable for negligence or fraud in the performance of the duties of the office. The bond is to insure that the person injured can recover at least \$10,000.00, but this does not protect the Notary Public from personal liability for the full extent of damages caused by a breach of official duty. In addition to civil liability, Notaries Public may be subject to criminal prosecution and the revocation or suspension of their notary public commission by the Secretary of State's office.

PUBLIC OFFICIAL:

A public official bond guarantees the honesty and faithful performance of a public official's duties as prescribed by law or regulation, including the honest account of all monies entrusted to the official according to the law. Public Official bonds are generally for the protection of the taxpayers and the penalty or amount of the bond should be adequate to protect these interests. In the event that those duties are not fulfilled, the obligation to indemnify the public for any loss, regardless of how the loss occurred, rests solely upon the Public Official, to the point of pledging all of his or her personal assets. It is only when the Public Official fails to meet this obligation that the surety is exposed to loss. The key areas of bond obligation revolve around Competent Performance, Wrongful Acts and Responsibility for acts of subordinates

These bonds assure the recovery of fines, fees, and or expenses, levied by state regulators for non-compliance with state regulations and ordinances. These bonds also assure recovery of losses incurred, that result from a public official's non-compliance with these regulations.

Unlike an insurance policy, the bond does not step in and pay losses for you. The bond guarantees that you will be able to pay any losses up to the face amount of the bond. The bond will only pay in your stead in the event that you are financially unable to meet your obligations.

CITY COUNCIL AGENDA

Regular Meeting: November 12, 2024

AGENDA ITEM: 19

Deliberate and take appropriate action to authorize staff to contract for engineering and advertise for bids on the Humble Community and Youth Center parking lot paving project.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Humble Station Youth Center has a grass parking area across the street between West Main and the railroad tracks. The City purchased this property from the Railroad for the purpose of making a paved parking lot to accommodate visitors to the center. This center is used a lot by the citizens of Ingleside for meetings and get-together events, and has also served as a City Council meeting room and an overflow for public hearings. In addition, this center is also normally used by the San Patricio County Elections. The San Patricio County Elections Administrator decided to hold the 2024 General Election polling location, for November 2024, at the Ingleside School District administration office due to citizens complaining of poor parking at the Humble Center. There has been feedback provided to City Administration of citizens being unhappy with not holding the election at the Humble Center. With that being said, the next election will be in May 2025. The next election will be for City Council Members and for the proposed Charter amendments. The City would like to proceed with paving the parking lot for citizens to have access to the Humble Center before the next election. The paving of the parking lot will be one step further in improving the quality of life for our citizens.

FISCAL ANALYSIS:

This project is budgeted under the FY 2024-2025 CIP. Lynn Engineering has provided the City with engineering cost for professional services in the lump sum amount of \$10,500 with additional cost for reimbursements for topographic surveying, geotechnical investigation, geotechnical testing, and on-site observation at an estimated cost of \$8,700.00.

RECOMMENDATION:

Staff recommends approval to proceed with the Humble Community and Youth Center parking lot paving project.

ATTACHMENTS:

1. Lynn Engineering Professional Services Agreement

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Ingleside, Texas ("Owner") and Lynn Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Engineering services relative to construction of a new parking area at the intersection of Main Street and West Main Street.

Engineer's services under this Agreement are generally identified as follows: Engineering design and construction project management with specific services to include but not necessarily be limited to the services enumerated in EXHIBIT A – Scope of Services ("Services") as attached hereto.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the selected Project(s), Engineer shall furnish services in addition to those set forth above which shall be considered for invoicing purposes as "Additional Services".
- B. Engineer shall prepare design documents for the Project(s) and have a 95% set of documents for final review by the City within 90 calendar days from receipt of a Notice to Proceed.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment for Basic Engineering Services—Lump Sum

A. Owner shall pay Engineer for Basic Engineering Services as follows:

1. For Basic Engineering Services

- a. A Lump Sum amount of \$10,500.
- b. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

1. For Additional Engineering Services relative to only Project One -

- a. Topographic surveying as required for obtaining field information necessary for design (estimated at \$1,300).
- b. Geotechnical investigations (estimated at \$1,200).
- c. Geotechnical testing (estimated at \$3,000).
- d. On-site observation of construction by a Resident Project Representative of the Engineer (estimated at \$3,200).

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its

consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of Texas.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* EXHIBIT A – Scope of Services; Appendix 1, Engineer's Standard Hourly Rates

Owner: CITY OF INGLESIDE

Engineer: LYNN ENGINEERING, LLC

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: John D. Mercer
Print name: John D. Mercer, P.E.
Title: Authorized Representative
Date Signed: 11/7/2024

Engineer Firm's Certificate No. F-324

State of: Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

2200 Avenue A, Bay City, Texas 77414

EXHIBIT A - Scope of Services

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWS) for the project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 30 calendar days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Prepare and submit Final detailed plans/specifications to the City for review and approval.
8. Prepare bid packet/contract documents/advertisement for bids and furnish to the City an updated written Estimate of Probable Costs for the Project.
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Conduct pre-construction conference and prepare copy of minutes.
12. Issue Notice to Proceed to construction contractor.
13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
14. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
15. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.

16. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm for execution by the construction contractor.
17. Review shop and working drawings furnished by the contractor for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
18. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
19. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
20. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City.
21. Prepare Certificate of Construction Completion and Clean Lien Certificate.
22. Conduct interim/final inspections.
23. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
24. Provide a copy of the final project record drawing(s), as constructed using funds under this contract.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

Lynn Engineering, LLC
Consulting Engineers
2200 Ave A, Bay City, TX 77414

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
EFFECTIVE SEPTEMBER 1, 2021

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly or daily rates:

Engineering, Planning:

Associate Engineer, Planner V (PE5)	\$210.00/hr.
Associate Engineer, Planner IV (PE4)	\$180.00/hr.
Associate Engineer, Planner III (PE3)	\$155.00/hr.
Associate Engineer, Planner II (PE2)	\$140.00/hr.
Associate Engineer, Planner I (PE1)	\$130.00/hr.
Engineer in Training, (EIT2)	\$115.00/hr.
Engineer in Training, (EIT1)	\$100.00/hr.
Engineer Tech IV (ET4)	\$120.00/hr.
Engineer Tech III (ET3)	\$110.00/hr.
Engineer Tech II (ET2)	\$95.00/hr.
Engineer Tech I (ET1)	\$90.00/hr.
Construction Observer II	\$95.00/hr.
Construction Observer I	\$90.00/hr.
Administrative Assistant	\$65.00/hr.

Drafting, CADD:

CADD Operator III	\$85.00/hr.
CADD Operator II	\$80.00/hr.
CADD Operator I	\$70.00/hr.

Survey:

Professional Surveyor	\$210.00/hr.
Surveyor In Training (SIT)	\$85.00/hr.
Survey Tech	\$70.00/hr.
GPS & Field Crew (1 man)	\$130.00/hr.
GPS & Field Crew (2 man)	\$175.00/hr.
GPS & Field Crew (3 man)	\$220.00/hr.

Expenses:

Transportation - current IRS mileage rate
Reproduction work - prevailing commercial rates
Subcontractors, Consultants, etc. - cost plus 20% handling
All other expenses - cost plus 20% handling

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payments may be charged an interest rate of 1.0% per month of the unpaid balance.