

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

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on May 27, 2025, at 6:30 PM. The Meeting will be held in person at City Hall, 2671 San Angelo Street, Ingleside, Texas. Members of the public can view the meeting via live stream at <https://inglesidetx.gov/>.

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

Opening Agenda

1. Call Meeting to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Citizen Comments and Reports.
Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.
6. Staff Comments and Reports.
The Council may discuss any subject which is specifically listed under this item.
 - a. Council Comments and Reports.
 - b. Announcements of Community Interest and/or upcoming events.
 - c. City of Ingleside expenditures paid over \$3,000.00 for the period of April 2025.
 - d. City of Ingleside monthly financial report as of April 2025.
 - e. Quarterly Report on the Ingleside Development Corporation (IDC) Work Plan.

Presentations

Consent Agenda

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

7. Deliberate and take appropriate action on the Regular Meeting Minutes of May 13, 2025.
8. Deliberate and take appropriate action on the second and final reading of an Ordinance appointing a Court Clerk of the Municipal Court of Record for the City of Ingleside and further providing for the administration of the position, effective date, reading, and severance.

Public Hearing

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

9. Public Hearing regarding a City of Ingleside rezone of property generally located at Highway 361 and Avenue B, further described in the legal description below, from R-1 - Single Family Residential to I - Industrial:

A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

10. Public Hearing on the adoption of an Ordinance to Repeal and Replace the Existing Drought Contingency Plan in Chapter 66, Article II, Division 4 of the Ingleside Code of Ordinances, with an Updated Plan Aligned with the San Patricio Municipal Water District, Including Provisions for Enforcement and Penalties for Noncompliance.

Regular Agenda

11. Deliberate and take appropriate action on the first reading of an Ordinance regarding a City of Ingleside rezone of property generally located at Highway 361 and Avenue B, further described in the legal description below, from R-1 - Single Family Residential to I - Industrial:

A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a

4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

12. Deliberate and take appropriate action on the first reading of an Ordinance to Repeal and Replace the Existing Drought Contingency Plan in Chapter 66, Article II, Division 4 of the Ingleside Code of Ordinances, with an Updated Plan Aligned with the San Patricio Municipal Water District, Including Provisions for Enforcement and Penalties for Noncompliance.
13. Deliberate and take appropriate action on amending the City of Ingleside Garden Center Rental Agreement fees.
14. Deliberate and take appropriate action on the City Council to authorize the City Manager to negotiate and execute a contract with the firm 6S Engineering Inc. for the Cove Park Improvements project.
15. Deliberate and take appropriate action on the Special Event Permit request for Pan American Civic Association (PACA) El Concerto de El Quete at N.O. Simmons Park on July 5, 2025.
16. Deliberate and take appropriate action on awarding the bid to replace a collapsing manhole at the intersection of HWY 1069 and Church Street .
17. Deliberate and take appropriate action on the first reading of an Ordinance providing for the Nonsubstantive Amendments of the City Charter for the City of Ingleside pursuant to Section 11.11 of the Charter and further providing for effective date, reading, severance, and publication.
18. 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, of reclassification of the Municipal Court Administrator position to Clerk of the Court from the Municipal Court budget in the General Fund.
19. Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals (RFP) for administrative and plan development services for the Community Development Block Grant - Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) grant program administered by the Texas General Land Office (GLO).
20. Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals (RFP) for administrative and planning services for GLO CDBG-MIT Resilient Communities Program (and all eligible activities per the application guidance) as administered by the General Land Office.
21. Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals for administrative services (RFP) as a disaster recovery management service provider to complete application and project implementation and requests for qualifications (RFQ) for engineering services for the Federal Emergency Management Agency (FEMA)

Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board.

Executive Session

Closing Agenda

22. Items to consider for placement on future agendas.
23. Adjourn.

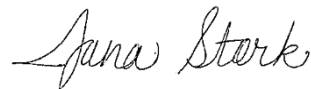
Special Accommodations

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 May 22, 2025 by 4:00 p.m.



Jana Stork, City Secretary

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

Date: _____

Time: _____

By: _____
City Secretary's Office
City of Ingleside, Texas

CITY COUNCIL AGENDA
Regular Meeting: May 27, 2025

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council may discuss any subject under this item.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

1. Ingleside Public Library Present John O'Bryant Magician, May 28, 2025
 2. Ingleside HOT Funds Application, Deadline is June 01, 2025
 3. Ingleside Public Library Summer Reading Program, June 03, 2025
 4. Ingleside Public Library Summer Reading Program Dates & Times, Beginning June 03, 2025
 5. Summer Movie Series, June 07, July 11, and August 09, 2025
 6. Summer Bash, June 07, 2025
 7. 3rd Annual Nueces Basin Summit, June 16-18, 2025
 8. Vendors Market, June 28, 2025
 9. Movie in the Pool, July 11, 2025
 10. Vendors Market, July 19, 2025
 11. Summer Scavenger Hunt, July 26, 2025
 12. Teen Manhunt, July 26, 2025
 13. Smoke Showdown BBQ Cook-Off, August 29 & 30, 2025
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

1. 2025, 05-27 Community Events v4

INGLESIDE PUBLIC LIBRARY

PRESENTS



JOHN O'BRYANT
MAGICIAN

JOIN US

WEDNESDAY MAY 28TH, 2025

2-3p

HUMBLE YOUTH CENTER

2821 Main St, Ingleside, TX 78362



INGLESIDE HOT FUNDS

Do you host an event that directly enhances and promotes tourism and the hotel/motel industry in Ingleside?

If so, your event may qualify for the use of Hotel Occupancy Tax Funds. Every expenditure must pass the two-part test to be eligible for Hotel Occupancy Tax Funds (HOT). The City of Ingleside is currently accepting applications for the use of HOT Funds for events located in the city that would put 'heads in beds' and qualify for one of the defined categories per Texas Tax Code Chapter 351.

TO BE CONSIDERED, THE EVENT WOULD NEED TO OCCUR AT A TIME DURING THE CITY'S FISCAL YEAR: OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026.

The deadline for application submittal is June 1, 2025.

The application is located on the city website: www.inglesidetx.gov or you can email jcarr@inglesidetx.gov for more information.

SUMMER READING COLOR OUR WORLD 2025

INGLESIDE PUBLIC LIBRARY
2775 Waco St
Ingleside, TX 78362
361-776-5355

Registration Begins: Thursday May 1st, 2025

Program Starts: Tuesday June 3rd, 2025

Ending: Friday July 11th, 2025



INGLESIDE PUBLIC LIBRARY

Summer Reading 2025

COLOR OUR WORLD

Starting 6-3-2025

3rd-6th Grade Pre-K - 2nd Grade

Tuesday's

10 a-11 a

Wednesday's

10 a-11 a

INGLESIDE PARKS AND RECREATION PRESENTS:

Summer MOVIE SERIES at the pool

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

SUMMER BASH



JUNE 7



JULY 11

BACK TO SCHOOL BASH



AUGUST 9



INGLESIDE PARKS AND RECREATION

SUMMER BASH

June 7 | 6-8pm

Join us for games and
activities, and end the night
with a free pool movie
featuring Moana 2!

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

Register Online at: NuecesBasinSummit.org

3rd Annual

NUECES BASIN

Summit



JOIN US!

JUNE 16-18, 2025

Portland Community Center

2000 Bill G. Webb Drive, Portland, TX 78374



Ingleside Parks and Recreation

Vendors Market

Saturday, June 28th

From 11 AM to 2 PM

N.O. Simmons Park | Basketball Pavillion



MOVIE
IN THE POOL

Lilo & Stitch
DOORS OPEN AT 8:30PM
July 11, 2025



CHARLES H. DOHERTY SWIMMING POOL



INGLESIDE PARKS AND RECREATION
VENDORS MARKET

SATURDAY, JULY 19TH | 11A-2P



N.O. SIMMONS PARK
BASKETBALL PAVILLION



Ingleside Parks and Recreation

2025 SUMMER Scavenger Hunt

★ LIVE OAK PARK ★

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

1874 PORT AVE., INGLESIDE, TX
78362

MORE INFO.

✕ **361-776-3438 EXT. 3106**

INGLESIDE PARKS AND RECREATION

TEEN MANHUNT

**26
JULY**



8:00pm - 10:00pm

Ages 12-15 yrs.

Bring plenty of water

Tennis Shoes & Dark attire to stay hidden

Meet at the picnic table by restroom

1874 PORT AVE., INGLESIDE TX

Ingleside Chamber of Commerce Presents

SMOKE SHOWDOWN

BARBECUE COOK-OFF

AUGUST 29TH & 30TH

1944 PARKVIEW PLACE - LIVE OAK PARK INGLESIDE, TX 78362

GUARANTEED 80%

PAYOUT

CHICKEN RIBS BRISKET PORK

Friday Jackpots

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

\$25 Margaritas - Turn in 7pm

Saturday Jackpot

\$25 Beans - Turn in 11am

CHICKEN - NOON

RIBS - 1PM

PORK BUTT - 2PM

BRISKET - 3PM

**PART OF THE
PROCEEDS
WILL GO TO OUR
LOCAL FOOD BANK**

TEAM ENTRY FEE

\$250

4 MEATS

COOKS MEETING AT 6PM ON FRIDAY AUGUST 29TH

**SCAN QR CODE TO
REGISTER**



CHAMPIONS
BARBECUE ALLIANCE

FOR MORE INFO

CALL OR TEXT 832-597-5902

INGLESIDE
CHAMBER OF COMMERCE
AND VISITORS CENTER

CITY COUNCIL AGENDA
Regular Meeting: May 27, 2025

AGENDA ITEM: 6.c

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

SUBMITTED BY: Priscilla Solis, Assistant Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

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

FISCAL ANALYSIS:

City of Ingleside expenditures paid over \$3,000.00 from 04/01/2025-04/30/2025
Total A/P Checks and Invoices totaling over \$3,000 - Amount: \$1,416,601.59

RECOMMENDATION:

Information only.

ATTACHMENTS:

1. OVER 3K REPORT 04012025-04302025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00159	TML INTERGOVERNMENT							
I-04012025	TML HEALTH INSURANCE APR 2025	D	4/01/2025	129,607.88		000655		129,607.88
00010	IRS							
I-T1 202504035448	FIT W/H	D	4/04/2025	18,136.66		000656		
I-T3 202504035448	FICA W/H	D	4/04/2025	29,475.90		000656		
I-T4 202504035448	MEDICARE W/H	D	4/04/2025	6,893.56		000656		54,506.12
00011	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMRS MAR 25	TMRS MAR 25 EMPLOYER EXP	D	4/14/2025	53,301.06		000659		
I-TMRS MAR 25-2	TMRS MAR 25 EMPLOYEE	D	4/14/2025	28,994.29		000659		82,295.35
00010	IRS							
I-T1 202504165449	FIT W/H	D	4/17/2025	18,776.50		000660		
I-T3 202504165449	FICA W/H	D	4/17/2025	29,701.62		000660		
I-T4 202504165449	MEDICARE W/H	D	4/17/2025	6,946.26		000660		55,424.38
00325	CARD SERVICE CENTER							
I-20250328 0744	MONTHLY CC CHARGES MAR 25	D	4/21/2025	31,324.82		000663		31,324.82
00464	TEXAS WORKFORCE COMMISSION							
I-2025Q1	UNEMPLOYMENT Q1 2025	D	4/30/2025	6,708.16		000664		6,708.16
05481	SYSTEMSEVEN SERVICES, LLC							
I-INV67746	PHONE/INTERNET/FAX APR25	D	4/25/2025	4,412.01		000665		4,412.01
05403	CIVICPLUS, LLC							
I-328768	CIVIC PLUS ANNUAL	R	4/03/2025	5,942.24		081184		5,942.24
04387	DAVIDSON TROILO REAM & GARZA							
I-48572	ATTORNEY FEES FEB 2025	R	4/03/2025	13,471.89		081186		
I-48573	ATTORNEY FEES FEB 2025	R	4/03/2025	6,066.47		081186		19,538.36
00852	GARRETT CONSTRUCTION CO.							
I-4 19816	SEAL COAT AWARD	R	4/03/2025	85,528.02		081190		85,528.02
05858	LINEBARGER GOGGAN BLAIR & SAMP							
I-202502	FEE COLLECTIONS 2025	R	4/03/2025	5,057.72		081194		5,057.72
05873	JORDAN STAFFING, LLC							
I-182004	TEMPS	R	4/03/2025	2,795.63		081195		
I-182063	TEMPS	R	4/03/2025	3,465.00		081195		
I-182094	TEMPS	R	4/03/2025	900.00		081195		7,160.63

VENDOR SET: 01 Ingleside
BANK: PCOP POOLED CASH - OPERATING
DATE RANGE: 4/01/2025 THRU 4/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05297 I-10111	PRO-TOUCH CONTRACTORS, INC GARDEN CENTER	R	4/03/2025	87,600.00		081208		87,600.00
00069 I-20250331	UNITED STATES POSTAL SERVICE EPS 1000098355 APRIL-JUNE 2025	R	4/03/2025	5,300.00		081225		5,300.00
05744 I-VIC 51273833	VICTORIA COMMUNICATIONS SERVIC VCS- IT SECURITY	R	4/03/2025	15,988.85		081226		15,988.85
04353 I-2024-380	FHR F&A, LLC PROPERTY TAX ABATEMENT-380	R	4/10/2025	82,441.98		081251		82,441.98
03532 I-202502	GEXA ENERGY, LP ELECTRIC BILL FEB 2025	R	4/10/2025	31,954.72		081253		31,954.72
05910 I-2511785-IN	GREAT LAKES PETROLEUM CO FUEL	R	4/10/2025	4,236.56		081256		4,236.56
05938 I-1016 I-1103 I-1159	GULF COAST FLEET AND TRUCK EQU EMERGENCY LIGHTS 2066 OUTFITTING # 2408 & 2409 OUTFITTING # 2408 & 2409	R R R	4/10/2025 4/10/2025 4/10/2025	200.00 23,401.99 23,401.99		081257 081257 081257		47,003.98
00344 I-20250404	INGLESIDE CHAMBER OF COMMERCE CONTRACT & MEMBERSHIP 25	R	4/10/2025	6,750.00		081258		6,750.00
01614 I-20250315	KIEWIT OFFSHORE SERVICES, LTD. SALES TAX ABATEMENT	R	4/10/2025	55,322.78		081259		55,322.78
05873 I-182146 I-182195	JORDAN STAFFING, LLC TEMPS TEMPS	R R	4/10/2025 4/10/2025	3,639.38 1,085.63		081261 081261		4,725.01
01092 I-45263036 I-45275204	TEXAS INDUSTRIES, INC. ASPHALT LIMESTONE	R R	4/10/2025 4/10/2025	6,986.01 5,867.24		081268 081268		12,853.25
00034 I-0847-001389188	REPUBLIC SERVICES, INC. GARBAGE BILL	R	4/10/2025	115,757.95		081275		115,757.95
00054 I-03302000 20250328 I-03302200 20250328 I-202504	SAN PATRICIO MUNICIPAL WATER D CALI WATER PURCHASES SUNRAY WATER PURCHASES SCADA INTERLOCAL 24/25	R R R	4/10/2025 4/10/2025 4/10/2025	38,110.20 53,572.40 250.00		081277 081277 081277		91,932.60

VENDOR SET: 01 Ingleside

BANK: PCOP POOLED CASH - OPERATING

DATE RANGE: 4/01/2025 THRU 4/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00126	STATE COMPTROLLER							
I-20250331	STATE CRIMINAL COSTS & FE	R	4/10/2025	37,744.98		081282		37,744.98
04399	THE RETAIL COACH, LLC							
I-20250324	IDC CONTRACT EXTENSION	R	4/10/2025	3,750.00		081287		3,750.00
00541	TEXAS MUNICIPAL LEAGUE - IRP							
I-20250401 8939	INSURANCE WC & LIABILITY	R	4/10/2025	62,751.00		081288		62,751.00
05188	AT&T MOBILITY LLC							
I-287299413911040325	CELL & HOTSPOTS MAR 25	R	4/16/2025	4,380.44		081296		4,380.44
02837	DOGGETT HEAVY MACHINERY SERVIC							
I-N91690	2 JOHN DEERE EXCAVATORS	R	4/16/2025	146,056.13		081304		146,056.13
03241	MCKIBBEN, MARTINEZ, JARVIS & W							
I-34	1047-039656M BAKER	R	4/16/2025	3,567.01		081316		
I-35	1047-039656M BAKER	R	4/16/2025	227.50		081316		3,794.51
05483	PROGRESSIVE COMMERCIAL AQUATIC							
I-149174	POOL CHEMICALS	R	4/16/2025	8,430.20		081318		8,430.20
05214	RAPIDSCALE INC.							
I-INV00236170	MICROSOFT 365	R	4/16/2025	3,286.14		081320		3,286.14
05812	ABIP-SA PC							
I-131838	FY24 AUDIT FEES	R	4/24/2025	7,420.00		081365		
I-134338	FY24 AUDIT FEES	R	4/24/2025	34,700.00		081365		42,120.00
05321	BELL'S UNLIMITED SERVICES, INC							
I-1123035541	AC QUARTERLY MAINT MAR 25	R	4/24/2025	3,030.00		081372		
I-2025000109	NO SIMMONS SIGN	R	4/24/2025	1,145.33		081372		4,175.33
05230	ES OPCO USA, LLC.							
I-CINV105006372	DUNKS AND 4X4	R	4/24/2025	5,972.80		081381		5,972.80
01020	W. W. GRAINGER, INC.							
I-9456024802	FIRE HOSE STORAGE RACK	R	4/24/2025	3,027.84		081386		3,027.84
05873	JORDAN STAFFING, LLC							
I-182227	TEMPS	R	4/24/2025	5,175.00		081392		
I-182251	TEMPS	R	4/24/2025	720.00		081392		5,895.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05360	LYNN ENGINEERING LLC							
I-20.102231.000.001	HUMBLE PARKING LOT	R	4/24/2025	1,335.00		081397		
I-20.102231.000.002	HUMBLE PARKING LOT	R	4/24/2025	4,725.00		081397		
I-20.104982.000.001	PARKING LOT-GALLION ST	R	4/24/2025	1,200.00		081397		
I-20.104982.000.002	PARKING LOT-GALLION ST	R	4/24/2025	2,600.00		081397		9,860.00
00169	TRI COUNTY EMERGENCY MEDICAL S							
I-14445	AMBULANCE SUBSIDY	R	4/24/2025	20,292.60		081413		20,292.60
00008	TYLER TECHNOLOGIES, INC.							
C-025-507214	PO 2023-394327-X3W7L5-2024	R	4/24/2025	4,800.00CR		081414		
I-025-501309	MUNCIPAL JUSTICE 10	R	4/24/2025	4,800.00		081414		
I-025-502464	MUNCIPAL JUSTICE 10	R	4/24/2025	2,400.00		081414		
I-025-503609	INSITE TRANSACTION FEES	R	4/24/2025	3,291.25		081414		5,691.25

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	34	1,052,322.87	0.00	1,052,322.87
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	364,278.72	0.00	364,278.72
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PCOP TOTALS:	41	1,416,601.59	0.00	1,416,601.59
BANK: PCOP TOTALS:	41	1,416,601.59	0.00	1,416,601.59
REPORT TOTALS:	41	1,416,601.59	0.00	1,416,601.59

CITY COUNCIL AGENDA
Regular Meeting: May 27, 2025

AGENDA ITEM: 6.d

City of Ingleside monthly financial report as of April 2025.

SUBMITTED BY: Priscilla Solis, Assistant Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Monthly financial report ending April 30, 2025.

FISCAL ANALYSIS:

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

FY2025 The April 2025 Council Discretionary Funds account balance is \$200,000

RECOMMENDATION:

Information only.

ATTACHMENTS:

1. FINANCIALS 04 2025



Monthly Financial Report to City Council May 27, 2025

Finance Department
Submitted by: Priscilla Solis

	Page
A.) Statement of Revenues and Expenditures through April 2025 (Preliminary)	
1.) Summary By Fund	A.1
2.) General Fund	A.2
3.) Utility Fund	A.3
 B.) Monthly Portfolio Report - March 31, 2025	 B.1
Total Value - March 31, 2025	\$ 74,133,851.10
Total Value - February 28, 2025	\$ 73,743,031.11
Net Change	\$ 390,819.99
 C.) Cash Basis Sales Tax Collections through April 2025	 C.1
FYD - Total	\$ 2,998,809.78 (Gross 7 months 95.20%)
Budgeted - Total	\$ 3,150,000.00
Difference Budget vs. Received	\$ 151,190.22 4.80%
 D.) FY24 General Fund Tax Roll Collection through April 2025	
FYD - Total	\$ 10,039,341.01
Budgeted - Total	\$ 14,119,720.00
Difference Budget vs. Received	\$ 4,080,378.99 28.90%

CITY OF INGLESIDE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>10 -GENERAL FUND</u>						
TOTAL REVENUES	18,631,220	690,539.89	15,749,667.34	0.00	2,881,552.66	84.53
TOTAL EXPENSES	<u>24,857,551</u>	<u>1,204,042.16</u>	<u>10,970,061.37</u>	<u>663,884.19</u>	<u>13,223,605.71</u>	<u>46.80</u>
REVENUE OVER/(UNDER) EXPENSES	(6,226,331)	(513,502.27)	4,779,605.97	(663,884.19)	(10,342,053.05)	66.10-
<u>14 -HOUGHTON REHABILITATION</u>						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>42,085.35</u>	<u>0.00</u>	<u>(42,085.35)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	42,085.35	0.00	(42,085.35)	0.00
<u>18 -COVE PARK TOURISM FUND</u>						
TOTAL REVENUES	20,000	6,752.71	15,442.47	0.00	4,557.53	77.21
TOTAL EXPENSES	<u>10,000</u>	<u>4,085.15</u>	<u>4,361.93</u>	<u>101,797.40</u>	<u>(96,159.33)</u>	<u>1,061.59</u>
REVENUE OVER/(UNDER) EXPENSES	10,000	2,667.56	11,080.54	(101,797.40)	100,716.86	907.17-
<u>19 -HURRICANE EMERGENCY</u>						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>(241,777.49)</u>	<u>0.00</u>	<u>241,777.49</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	(241,777.49)	0.00	241,777.49	0.00
<u>20 -WATERWORK FACILITIES FUND</u>						
<u>21 -HOTEL-MOTEL FUND</u>						
TOTAL REVENUES	250,000	72,422.55	191,224.35	0.00	58,775.65	76.49
TOTAL EXPENSES	<u>415,800</u>	<u>17,008.21</u>	<u>213,349.86</u>	<u>6,922.50</u>	<u>195,527.64</u>	<u>52.98</u>
REVENUE OVER/(UNDER) EXPENSES	(165,800)	55,414.34	(22,125.51)	(6,922.50)	(136,751.99)	17.52
<u>23 -INGLESIDE DEVELOPMENT COR</u>						
TOTAL REVENUES	515,453	54,485.16	469,718.81	0.00	45,734.19	91.13
TOTAL EXPENSES	<u>927,545</u>	<u>121,956.61</u>	<u>256,321.57</u>	<u>0.00</u>	<u>671,223.43</u>	<u>27.63</u>
REVENUE OVER/(UNDER) EXPENSES	(412,092)	(67,471.45)	213,397.24	0.00	(625,489.24)	51.78-
<u>24 -IDC PROMOTIONAL SALES TAX</u>						
TOTAL REVENUES	51,545	5,448.51	46,971.88	0.00	4,573.12	91.13
TOTAL EXPENSES	<u>50,000</u>	<u>1,145.33</u>	<u>1,145.33</u>	<u>41,810.36</u>	<u>7,044.31</u>	<u>85.91</u>
REVENUE OVER/(UNDER) EXPENSES	1,545	4,303.18	45,826.55	(41,810.36)	(2,471.19)	259.95
<u>25 -GENERAL FUND GRANTS</u>						
TOTAL REVENUES	25,000	23,020.66	1,018,893.33	0.00	(993,893.33)	4,075.57
TOTAL EXPENSES	<u>25,000</u>	<u>620.00</u>	<u>571,481.07</u>	<u>510,499.70</u>	<u>(1,056,980.77)</u>	<u>4,327.92</u>
REVENUE OVER/(UNDER) EXPENSES	0	22,400.66	447,412.26	(510,499.70)	63,087.44	0.00
<u>28 -INGLESIDE STREET MAINTENA</u>						
TOTAL REVENUES	450,000	51,011.19	443,989.00	0.00	6,011.00	98.66
TOTAL EXPENSES	<u>1,000,000</u>	<u>7,750.72</u>	<u>93,278.74</u>	<u>0.00</u>	<u>906,721.26</u>	<u>9.33</u>
REVENUE OVER/(UNDER) EXPENSES	(550,000)	43,260.47	350,710.26	0.00	(900,710.26)	63.77-

CITY OF INGLESIDE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>30 -GF CAPITAL PROJECTS FUND</u>						
TOTAL REVENUES	4,780,932	456,397.72	2,216,316.60	0.00	2,564,615.40	46.36
TOTAL EXPENSES	<u>8,294,800</u>	<u>200,701.58</u>	<u>602,084.28</u>	<u>1,785,208.58</u>	<u>5,907,507.14</u>	<u>28.78</u>
REVENUE OVER/(UNDER) EXPENSES	(3,513,868)	255,696.14	1,614,232.32	(1,785,208.58)	(3,342,891.74)	4.87
<u>31 -STREET RECONSTRUCTION</u>						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>56.70</u>	<u>0.00</u>	<u>(56.70)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	56.70	0.00	(56.70)	0.00
<u>32 -GF VEHICLES & EQUIP>\$5K</u>						
TOTAL REVENUES	1,615,000	139,362.00	981,381.82	0.00	633,618.18	60.77
TOTAL EXPENSES	<u>2,868,313</u>	<u>0.00</u>	<u>1,946,485.80</u>	<u>72,660.29</u>	<u>849,166.91</u>	<u>70.39</u>
REVENUE OVER/(UNDER) EXPENSES	(1,253,313)	139,362.00	(965,103.98)	(72,660.29)	(215,548.73)	82.80
<u>40 -DEBT SERVICE FUND</u>						
TOTAL REVENUES	4,247,370	17,782.29	4,701,508.21	0.00	(454,138.21)	110.69
TOTAL EXPENSES	<u>4,627,380</u>	<u>0.00</u>	<u>4,961,457.21</u>	<u>0.00</u>	<u>(334,077.21)</u>	<u>107.22</u>
REVENUE OVER/(UNDER) EXPENSES	(380,010)	17,782.29	(259,949.00)	0.00	(120,061.00)	68.41
<u>50 -UTILITY FUND</u>						
TOTAL REVENUES	7,821,220	612,277.19	4,030,547.15	0.00	3,790,672.85	51.53
TOTAL EXPENSES	<u>7,808,284</u>	<u>499,516.17</u>	<u>3,344,874.65</u>	<u>432,226.34</u>	<u>4,031,183.01</u>	<u>48.37</u>
REVENUE OVER/(UNDER) EXPENSES	12,936	112,761.02	685,672.50	(432,226.34)	(240,510.16)	1,959.23
<u>51 -UF CAPITAL PROJECTS FUND</u>						
TOTAL REVENUES	195,000	15,231.87	115,118.03	0.00	79,881.97	59.03
TOTAL EXPENSES	<u>103,140</u>	<u>0.00</u>	<u>28,400.00</u>	<u>0.00</u>	<u>74,740.00</u>	<u>27.54</u>
REVENUE OVER/(UNDER) EXPENSES	91,860	15,231.87	86,718.03	0.00	5,141.97	94.40
<u>52 -UF VEHICLES & EQUIP>\$5K</u>						
TOTAL REVENUES	620,000	27,499.00	205,540.53	0.00	414,459.47	33.15
TOTAL EXPENSES	<u>585,000</u>	<u>0.00</u>	<u>125.00</u>	<u>0.00</u>	<u>584,875.00</u>	<u>0.02</u>
REVENUE OVER/(UNDER) EXPENSES	35,000	27,499.00	205,415.53	0.00	(170,415.53)	586.90
<u>54 -UTILITY IMPACT FEES</u>						
TOTAL REVENUES	<u>110,000</u>	<u>13,046.49</u>	<u>95,832.95</u>	<u>0.00</u>	<u>14,167.05</u>	<u>87.12</u>
REVENUE OVER/(UNDER) EXPENSES	110,000	13,046.49	95,832.95	0.00	14,167.05	87.12
<u>56 -WW TREATMENT PLANT-TWDB</u>						
TOTAL REVENUES	1,000,000	83,334.00	622,623.01	0.00	377,376.99	62.26
TOTAL EXPENSES	<u>4,801,250</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,801,250.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	(3,801,250)	83,334.00	622,623.01	0.00	(4,423,873.01)	16.38-

CITY OF INGLESIDE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>57 -CO2024-CAPITAL BOND</u>						
TOTAL REVENUES	9,820,000	36,785.02	10,083,513.90	0.00 (	263,513.90)	102.68
TOTAL EXPENSES	<u>9,820,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,820,000.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	36,785.02	10,083,513.90	0.00 (	10,083,513.90)	0.00
<u>60 -ASSET SEIZURES & FORFEIT.</u>						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>1,031.58</u>	<u>0.00</u> (	<u>1,031.58</u>)	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	1,031.58	0.00 (	1,031.58)	0.00
<u>80 -GENERAL FIXED ASSETS</u>						
GRAND TOTAL REVENUES	50,152,740	2,305,396.25	40,789,685.52	0.00	9,363,054.48	81.33
GRAND TOTAL EXPENSES	<u>66,194,063</u>	<u>2,056,825.93</u>	<u>22,993,426.81</u>	<u>3,615,009.36</u>	<u>39,585,627.10</u>	<u>40.20</u>
REVENUE OVER/(UNDER) EXPENSES	(16,041,323)	248,570.32	17,796,258.71 (	3,615,009.36)	(30,222,572.62)	88.40-

*** END OF REPORT ***

CITY OF INGLESIDE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

10 -GENERAL FUND
FINANCIAL SUMMARY

58.33% OF YEAR COMPLETED

ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D ACTUAL	% OF BUDGET	FAVORABLE (UNFAVORABLE)	PRIOR YR Y-T-D
<u>REVENUE SUMMARY</u>							
	TAX REVENUES	12,069,320.00	280,912.37	12,453,390.10	103.18	(384,070.10)	12,321,651.57
	FRANCHISE FEES	1,370,900.00	121,981.44	867,859.88	63.31	503,040.12	828,987.15
	SERVICES	1,563,900.00	138,475.10	902,691.55	57.72	661,208.45	921,342.92
	FINES & FORFEITURES	450,200.00	22,673.77	293,324.47	65.15	156,875.53	375,171.77
	LICENSES & PERMITS	220,250.00	25,196.05	97,233.64	44.15	123,016.36	60,496.97
	OTHER REVENUE	1,966,650.00	10,468.16	549,332.70	27.93	1,417,317.30	729,262.84
	TRANSFERS FROM OTHER FUND	<u>990,000.00</u>	<u>90,833.00</u>	<u>585,835.00</u>	<u>59.18</u>	<u>404,165.00</u>	<u>585,835.00</u>
***	TOTAL REVENUES ***	18,631,220.00	690,539.89	15,749,667.34	84.53	2,881,552.66	15,822,748.22
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	NON-DEPARTMENTAL	3,864,357.00	128,770.58	1,485,188.45	38.43	2,379,168.55	1,462,753.13
	MAYOR AND CITY COUNCIL	243,200.00	271.45	15,542.59	6.39	227,657.41	12,797.44
	CITY MANAGER	279,490.00	10,373.97	130,180.26	46.58	149,309.74	117,436.79
	CITY SECRETARY	382,200.00	11,263.35	145,770.44	38.14	236,429.56	179,054.25
	FINANCE	437,180.00	16,109.19	209,836.27	48.00	227,343.73	276,635.27
	CITY ATTORNEY	920,000.00	227.50	159,830.10	17.37	760,169.90	61,287.95
	MUNICIPAL COURT	612,974.70	24,249.60	314,357.33	51.28	298,617.37	274,659.19
	LIBRARY	479,460.00	22,109.54	239,888.12	50.03	239,571.88	210,577.41
	FIRE	351,710.00	27,419.96	157,650.58	44.82	194,059.42	204,149.02
	POLICE	4,893,199.57	236,151.91	2,219,763.12	45.36	2,673,436.45	2,105,737.71
	PARKS AND RECREATION	2,647,480.00	154,630.60	1,247,146.04	47.11	1,400,333.96	556,453.14
	STREETS	4,990,680.00	301,874.22	2,182,097.92	43.72	2,808,582.08	1,705,601.52
	DEVELOPMENT SERVICES	543,440.00	27,009.79	244,982.52	45.08	298,457.48	276,993.01
	ANIMAL CONTROL	328,950.00	17,711.14	170,371.79	51.79	158,578.21	191,927.03
	RECYCLING CENTER	276,910.00	10,214.70	91,466.42	33.03	185,443.58	35,599.35
	CODE ENFORCEMENT	292,600.00	9,335.09	96,663.72	33.04	195,936.28	98,397.22
	ECONOMIC DEVELOPMENT	197,820.00	7,394.44	112,424.75	56.83	85,395.25	114,536.36
	FACILITIES MAINTENANCE	373,660.00	21,559.35	192,804.74	51.60	180,855.26	106,691.93
	HUMAN RESOURCES	300,120.00	11,407.68	134,970.19	44.97	165,149.81	144,550.57
	EMERGENCY MANAGEMENT	49,790.00	107.77	2,279.53	4.58	47,510.47	24,253.75
	IT	992,330.00	49,760.64	622,053.01	62.69	370,276.99	303,348.59
	SANITATION	<u>1,400,000.00</u>	<u>116,089.69</u>	<u>794,793.48</u>	<u>56.77</u>	<u>605,206.52</u>	<u>774,064.75</u>
***	TOTAL EXPENDITURES ***	24,857,551.27	1,204,042.16	10,970,061.37	44.13	13,887,489.90	9,237,505.38
		=====	=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES	(6,226,331.27)	(513,502.27)	4,779,605.97	76.76-	(11,005,937.24)	6,585,242.84
		=====	=====	=====	=====	=====	=====

CITY OF INGLESIDE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

50 -UTILITY FUND
FINANCIAL SUMMARY

58.33% OF YEAR COMPLETED

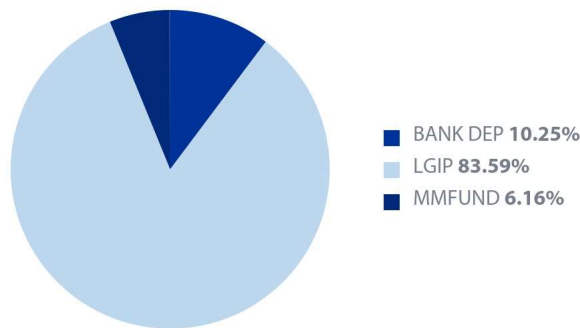
ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D ACTUAL	% OF BUDGET	FAVORABLE (UNFAVORABLE)	PRIOR YR Y-T-D
<u>REVENUE SUMMARY</u>							
	TAX REVENUES	7,423,620.00	575,231.66	3,723,499.27	50.16	3,700,120.73	3,620,269.88
	OTHER REVENUE	392,600.00	37,045.53	307,047.88	78.21	85,552.12	300,902.50
	TRANSFERS FROM OTHER FUND	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	7,821,220.00	612,277.19	4,030,547.15	51.53	3,790,672.85	3,921,172.38
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	NON-DEPARTMENTAL	2,098,344.00	89,045.27	589,946.01	28.11	1,508,397.99	574,817.19
	UTILITY BILLING OFFICE	331,870.00	16,899.90	169,174.79	50.98	162,695.21	174,132.86
	WATER	2,751,500.00	157,606.75	1,157,835.62	42.08	1,593,664.38	1,179,555.32
	WASTEWATER	<u>2,626,570.00</u>	<u>235,964.25</u>	<u>1,427,918.23</u>	<u>54.36</u>	<u>1,198,651.77</u>	<u>2,540,792.06</u>
***	TOTAL EXPENDITURES ***	7,808,284.00	499,516.17	3,344,874.65	42.84	4,463,409.35	4,469,297.43
		=====	=====	=====	=====	=====	=====
***	REVENUES OVER/(UNDER) EXPENDITURES *	12,936.00	112,761.02	685,672.50	300.50	(672,736.50)	(548,125.05)
		=====	=====	=====	=====	=====	=====

Portfolio Overview

Portfolio Summary

	Prior 28 Feb-25	Current 31 Mar-25
Par Value	73,743,031.11	74,133,851.10
Original Cost	73,743,031.11	74,133,851.10
Book Value	73,743,031.11	74,133,851.10
Market Value	73,743,031.11	74,133,851.10
Accrued Interest	0.00	0.00
Book Value Plus Accrued	73,743,031.11	74,133,851.10
Market Value Plus Accrued	73,743,031.11	74,133,851.10
Net Unrealized Gain/(Loss)	0.00	0.00

Asset Allocation



Income Summary

Current Period	1 Mar-25 to 31 Mar-25
Interest Income	244,629.74
Net Amortization/Accretion	
Realized Gain/(Loss)	0.00
Net Income	244,629.74

Fiscal Year-to-Date	1 Oct-24 to 31 Mar-25
Net Income	461,137.13

Portfolio Characteristics

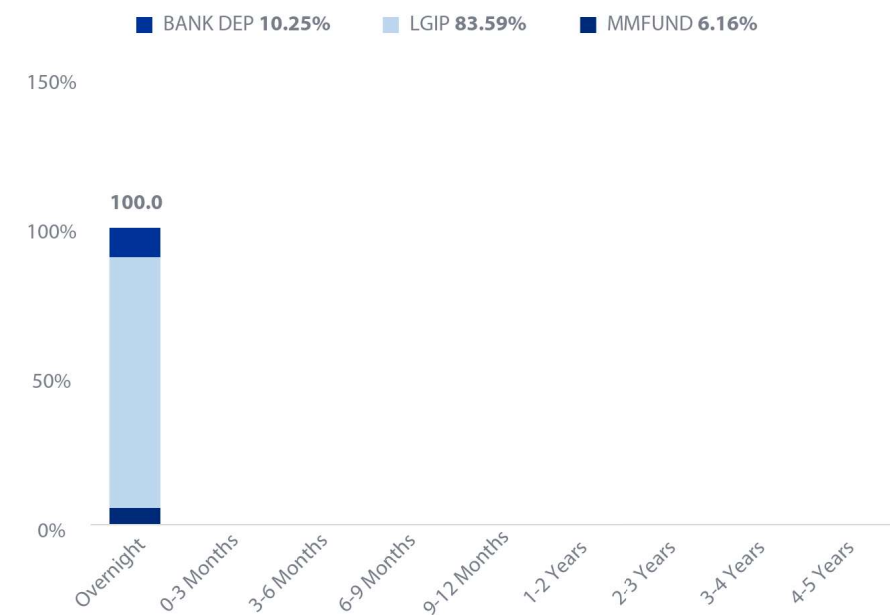
	Prior 28 Feb-25	Current 31 Mar-25
Yield to Maturity	3.848%	3.979%
Yield to Worst	3.848%	3.979%
Days to Final Maturity	1	1
Days to Effective Maturity	1	1
Duration	--	--

Transaction Summary

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

Maturity Distribution by Security Type



Top Ten Holdings

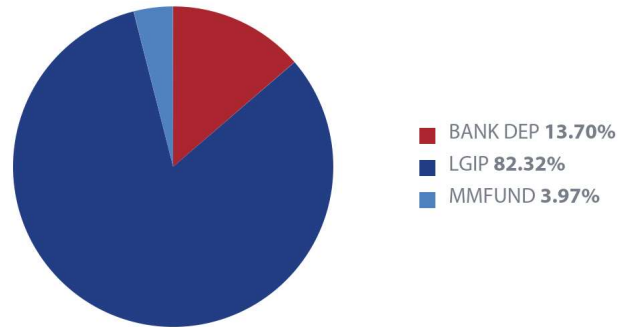
Issuer	Allocation
TEX PRIME	83.59%
1STCOMMBK	7.70%
MS	3.79%
FROST	2.55%
Invesco	2.37%

Maturity Distribution by Security Type

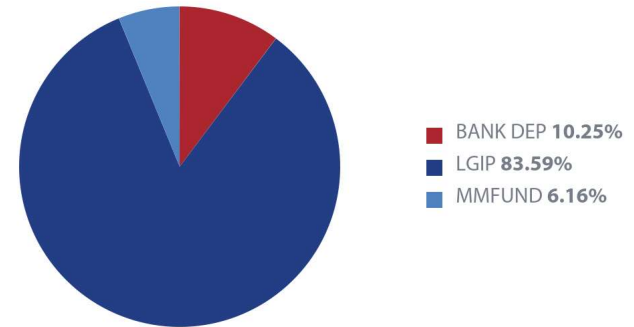
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	7,598,997.39	--	--	--	--	--	--	--	--	7,598,997.39
LGIP	61,967,990.13	--	--	--	--	--	--	--	--	61,967,990.13
MMFUND	4,566,863.58	--	--	--	--	--	--	--	--	4,566,863.58
Total	74,133,851.10	--	--	--	--	--	--	--	--	74,133,851.10

Asset Allocation

Asset Allocation by Security Type as of
28-Feb-2025



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

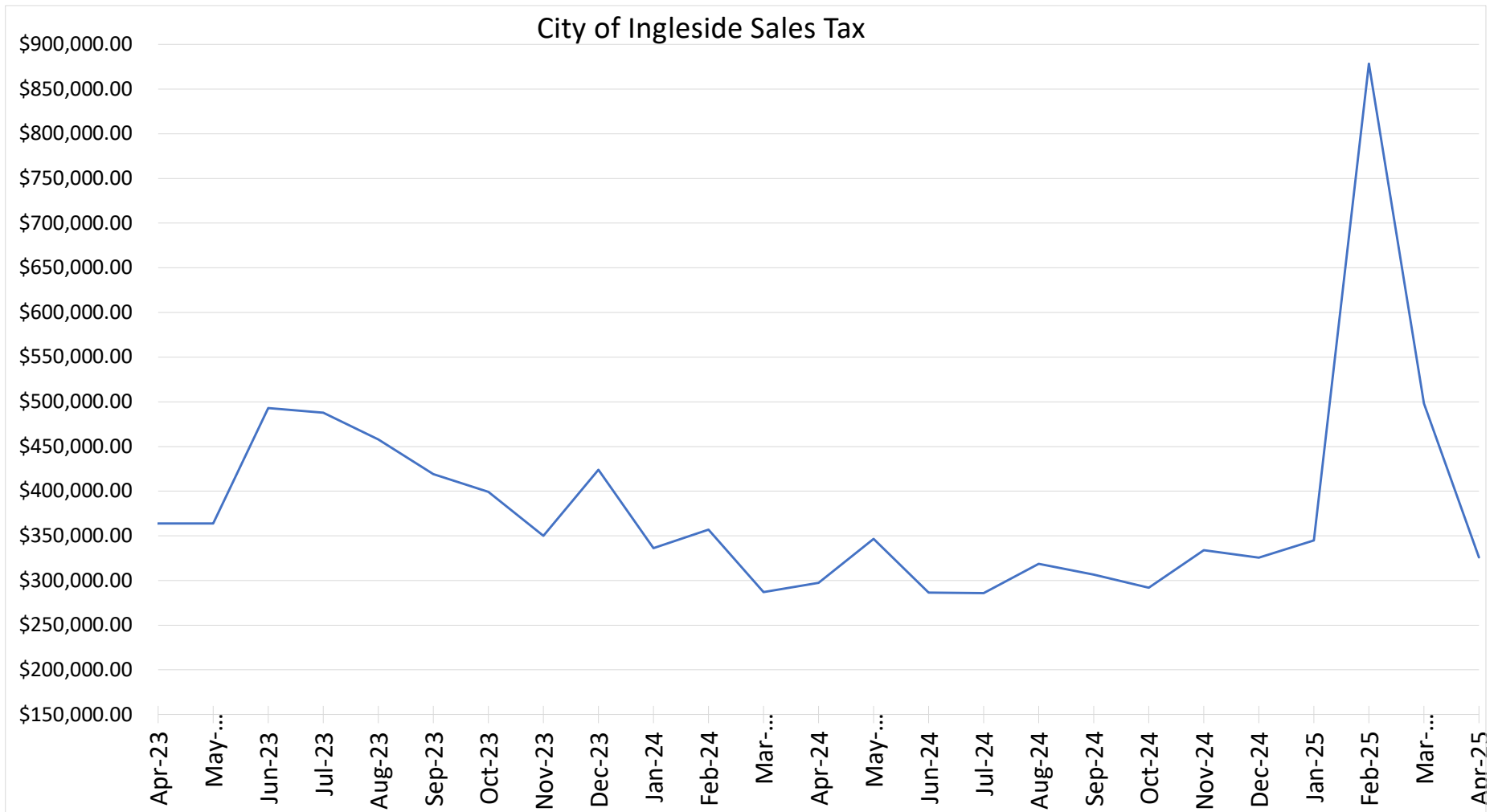


Book Value Basis Security Distribution

Security Type	Prior Balance 28-Feb-25	Prior Allocation 28-Feb-25	Change in Allocation	Current Balance 31-Mar-25	Current Allocation 31-Mar-25	Yield to Maturity
BANK DEP	10,105,783.16	13.70%	(3.45%)	7,598,997.39	10.25%	0.048%
LGIP	60,706,161.90	82.32%	1.27%	61,967,990.13	83.59%	4.469%
MMFUND	2,931,086.05	3.97%	2.19%	4,566,863.58	6.16%	3.870%
Portfolio Total	73,743,031.11	100.00%		74,133,851.10	100.00%	3.979%

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
CO 2020 TX Water Dev Board	2,801,586.73	2,801,586.73	8,132.69	2,809,719.42	2,809,719.42	8,132.69	1	3.720%	3.720%
CO Series 2024	10,008,741.31	10,008,741.31	37,987.57	10,046,728.88	10,046,728.88	37,987.57	1	4.469%	4.469%
Debt Service	5,035,131.25	5,035,131.25	(4,042,147.40)	992,983.85	992,983.85	13,041.71	1	4.469%	4.469%
General	2,301,234.78	2,301,234.78	8,734.21	2,309,968.99	2,309,968.99	8,734.21	1	4.469%	4.469%
General Capital Projects	10,453,540.12	10,453,540.12	39,674.68	10,493,214.80	10,493,214.80	39,674.68	1	4.469%	4.469%
General Fund Grants	270,714.35	270,714.35	8.24	270,722.59	270,722.59	8.24	1	0.040%	0.040%
Hotel-Motel	1,336,892.97	1,336,892.97	1,736.20	1,338,629.17	1,338,629.17	5,069.20	1	4.469%	4.469%
Impact Fees	1,693,037.29	1,693,037.29	10,433.38	1,703,470.67	1,703,470.67	6,431.74	1	4.469%	4.469%
Ingleside Development	3,588,045.54	3,588,045.54	76,041.37	3,664,086.91	3,664,086.91	13,702.18	1	4.469%	4.469%
Ingleside Street Maintenance	2,636,598.38	2,636,598.38	72,680.56	2,709,278.94	2,709,278.94	10,091.37	1	4.469%	4.469%
Pooled Cash	28,546,196.96	28,546,196.96	4,158,912.86	32,705,109.82	32,705,109.82	83,130.52	1	3.481%	3.481%
Utility	4,906,024.64	4,906,024.64	18,620.58	4,924,645.22	4,924,645.22	18,620.58	1	4.469%	4.469%
Utility Capital Improvement	165,286.79	165,286.79	5.05	165,291.84	165,291.84	5.05	1	0.040%	0.040%
Total	73,743,031.11	73,743,031.11	390,819.99	74,133,851.10	74,133,851.10	244,629.74	1	3.979%	3.979%



CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 6.e

Quarterly Report on the Ingleside Development Corporation (IDC) Work Plan.

SUBMITTED BY: Jodi Carr, Director of Economic Development

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Annually, the Ingleside Development Corporation (IDC) submits a Work Plan along with the Budget to the City Council for their review and approval. The Work Plan outlines the initiatives the IDC plans to accomplish during the fiscal year. The Work Plan is a living document and can be modified as needed and as determined by the Board of Directors.

One of the IDC initiatives is to provide a status update of the Work Plan to the City Council. The attached IDC Work Plan status update is provided for the second quarter of the 2024/2025 Fiscal Year. This provides information for City Council of the progress the IDC has made on the items identified in the 2024/2025 IDC Work Plan through March, 2025. Items completed or progress made since March will be reflected in the next quarterly update to be provided to City Council in July 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Report Only

ATTACHMENTS:

1. 25 Work Plan Status April 2025

2024/2025 IDC Work Plan Status

<u>TASK</u>	<u>STATUS</u>	<u>COST</u>
<u>IDC GRANTS</u>		
Business Improvement Grant (BIG)	BIG - La Barra - new sign.	\$4,344
	BIG - Elite Coastal Properties - exterior makeover on Main Street building.	\$10,000
	BIG - Lone Star Lumber - parking lot reconstruction.	\$10,000
Façade Grant	Facade - Lone Star Lumber - demo building.	\$4,850
<u>QUARTERLY REPORT</u>		
Provide a quarterly update to City Council	1st Quarter, October 2024-December 2024. 2nd Quarter, January 2025 - March 2025.	
<u>BEAUTIFICATION</u>		
Impetus behind creation Cleanup Ingleside	Provide supplies; periodic updates to the Board. Ongoing.	
Grants to assist businesses	Ongoing.	
Partner with Code Compliance to address issues	Ongoing.	
Vessel Turn In Program (VTIP)	Event was held October 3-5, 2024. Presented final report to Council on November 12, 2024.	
<u>RETAIL RECRUITMENT</u>		
Retail Coach	Negotiated rate to maintain with Retail Coach 2024-2025.	
Assist/recruit commercial	Starbucks in progress. Whataburger in progress. Opening in May. Rosticeros is open. Potential commercial ongoing. Gallion Street reconstruction for commercial use. In Engineering.	\$80,000
<u>PARKS</u>		
Continue partnering with the City to identify opportunities for improvement in the park system	Ongoing.	
Tourism	Received Texas Tourism Friendly Texas certification.	
Fund digital sign for N.O. Simmons Park	Purchase digital sign for N.O. Simmons at request of Council. PO has been issued.	\$41,810
Fund new basketball pavilion at Faith Park	Fund basketball pavilion at Faith Park. In progress.	\$266,987

2024/2025 IDC Work Plan Status

<u>COMPLETED</u>
12/6/2024
3/13/2025 1/29/2025
1/14/2025
10/5/2024
3/24/2025 3/6/2025
11/19/2024

CITY COUNCIL AGENDA
Regular Meeting: May 27, 2025

AGENDA ITEM: 7

Deliberate and take appropriate action on the Regular Meeting Minutes of May 13, 2025.

SUBMITTED BY: Jana Stork, City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of May 13, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2024, 05-13 Regular Meeting Minutes_DRAFT

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
MAY 13, 2025**

Opening Agenda

1. Call regular meeting to order.

The Regular Council Meeting of the City of Ingleside was called to order by Mayor Adame at 6:30 p.m. on May 13, 2025, 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, Mayor Pro-Tem Tracy Long, Julio Salinas, and Mayor Adame.

Council Members Absent: John Salinas

3. Invocation.

Father Higgins, of Our Lady of Assumption Catholic Church, led the invocation.

4. Pledge of Allegiance.

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

5. Citizen Comments and Reports.

Martha Habluetzel, 3508 Ave A, addressed the Council about the “Throw Dirt On Us” event for the Garden Club, and appreciating the ability to work alongside the Council.

Roger Miller, 2562 1st St., addressed the Council about his fence being damaged from vehicles entering and/or leaving the Buckhorn, and expressing the need for help from the City.

6. Staff Comments and Reports.

a. Council Comments and Reports.

No discussion was held on this item.

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

No discussion was held on this item.

c. Report on the results of a Test Paving conducted in the Live Oak Park Area.

Discussion between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the test paving employees conducted on Bennie Diegel St. at the Live Oak Park area, able to pave the entrance and exit of Live Oak Park, the need to still purchase equipment, and recognition of the City employees learning the equipment to be able to do the test paving.

d. Report on the installation of the HWY 361 Streetlights.

Director of Infrastructure Services Paredez explained to Council Members and citizens that he has reached out to TXDOT about getting more lighting on Highway 361 from Highway 1069 to the west, having been informed that they would need to contact AEP, AEP agreeing to install 12 lights west of Highway 1069 to the railroad tracks, and would require one-time city participation for the installation.

Presentations

7. Presentation to recognize participants of the Ingleside 2025 Citizen's Academy.

Mayor Adame presented certificates to participants of the Ingleside 2025 Citizen's Academy. Those participants included: Teresa Flores, Karina Paredez, Courtney Shane, Linda Timmerman, and Cynthia Wilson.

Consent Agenda

8. Deliberate and take appropriate action on the Regular Meeting Minutes of April 22, 2025.

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

Regular Agenda

9. Deliberate and take appropriate action on the acceptance of the City of Ingleside Annual Financial Report for the fiscal year ending September 30, 2024.

ABIP Representative Janet Pitman gave a brief presentation of the City of Ingleside Annual Financial Report for the fiscal year ending September 30, 2024.

Discussion was held between Council Members, City Manager Lewis, and ABIP Representative Pitman about the audit being unmodified, Independent Auditor's Report, Management Discussion and Analysis, Financial Highlights, Compliance, the Letter on Conduct of Audit, the unassigned fund balance of \$15.8M, a comparison between 2023 and 2024, and thanking the staff who worked on the audit.

Motion: Mayor Pro-Tem Long made a motion to approve the acceptance of the City of Ingleside Annual Financial Report for the fiscal year ending September 30, 2024. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

10. Deliberate and take appropriate action on a Resolution and Order of Canvassing the returns and declaring the results of the Saturday, May 03, 2025, General Election for the elected Office of three Council Members: Place 1, 3, and 5 for full two-year terms; Providing other matters relating to the 2025 City of Ingleside General Election; and finding and determining that the meeting at which this Resolution is passed is open to the public as required by law.

Proposed Resolution 2025-14.

The following votes were cast in the May 3, 2025 General Election:

	Total
Absentee Voting	8
Early Voting	394
Election Day Voting	270
Total Ballots Cast	672
Registered Voters	5,466
Turnout Percentage	12.29%

The votes cast in the Council Member Place 1 election are as follows:

	Total
Julio Salinas	551
Under Votes	121
Over Votes	0

The votes cast in the Council Member Place 3 election are as follows:

	Total
James Steward	535
Under Votes	137
Over Votes	0

The votes cast in the Council Member Place 5 election are as follows:

	Total
--	-------

Linda Kilgore Timmerman	342
Arielle Dougherty	280
Under Votes	50
Over Votes	0

Motion: Mayor Pro-Tem Long made a motion to approve Resolution 2025-14, a Resolution and Order of Canvassing the returns and declaring the results of the Saturday, May 03, 2025, General Election for the elected Office of three Council Members: Place 1, 3, and 5 for full two-year terms; Providing other matters relating to the 2025 City of Ingleside General Election; and finding and determining that the meeting at which this Resolution is passed is open to the public as required by law. Council Member Diehl seconded the motion. Motion carried with all present voting in favor.

11. Deliberate and take appropriate action on a Resolution and Order of Canvassing the returns and declaring the results of the Saturday, May 03, 2025, General Election for the elected Office of three Council Members: Place 1, 3, and 5 for full two-year terms; Providing other matters relating to the 2025 City of Ingleside General Election; and finding and determining that the meeting at which this Resolution is passed is open to the public as required by law.

Proposed Resolution 2025-15.

No discussion was held on this item.

The following votes were cast in the May 3, 2025 Special Election:

The votes cast in the Proposition A election are as follows:

	Total
For	515
Against	94
No. of Votes Proposition Passes By	515
Total Number of Voters	609

The votes cast in the Proposition B election are as follows:

	Total
For	604
Against	44
No. of Votes Proposition Passes By	604
Total Number of Voters	648

The votes cast in the Proposition C election are as follows:

	Total
For	434

Against	193
No. of Votes Proposition Passes By	434
Total Number of Voters	627

The votes cast in the Proposition D election are as follows:

	Total
For	576
Against	38
No. of Votes Proposition Passes By	576
Total Number of Voters	614

The votes cast in the Proposition E election are as follows:

	Total
For	474
Against	141
No. of Votes Proposition Passes By	474
Total Number of Voters	615

The votes cast in the Proposition F election are as follows:

	Total
For	479
Against	103
No. of Votes Proposition Passes By	479
Total Number of Voters	615

The votes cast in the Proposition G election are as follows:

	Total
For	425
Against	183
No. of Votes Proposition Passes By	425
Total Number of Voters	608

The votes cast in the Proposition H election are as follows:

	Total
For	388
Against	223
No. of Votes Proposition Passes By	388
Total Number of Voters	611

The votes cast in the Proposition I election are as follows:

	Total
For	483
Against	127
No. of Votes Proposition Passes By	483
Total Number of Voters	610

The votes cast in the Proposition J election are as follows:

	Total
For	532
Against	82
No. of Votes Proposition Passes By	532
Total Number of Voters	614

The votes cast in the Proposition K election are as follows:

	Total
For	541
Against	53
No. of Votes Proposition Passes By	541
Total Number of Voters	594

The votes cast in the Proposition L election are as follows:

	Total
For	375
Against	234
No. of Votes Proposition Passes By	375
Total Number of Voters	609

The votes cast in the Proposition M election are as follows:

	Total
For	555
Against	70
No. of Votes Proposition Passes By	555
Total Number of Voters	625

Motion: Mayor Adame made a motion to approve Resolution 2025-15, a Resolution and Order of Canvassing the returns and declaring the results of the Saturday, May 03, 2025, General Election for the elected Office of three Council Members: Place 1, 3, and 5 for full two-year terms; Providing other matters relating to the 2025 City of Ingleside General Election; and finding and determining that the meeting at which this Resolution

is passed is open to the public as required by law. Council Member Wilson seconded the motion. Motion carried with all present voting in favor.

12. Induction of New Council and Presentation of outgoing council members.

- a. Presentation of plaques to outgoing Council Member Place 3 Stewart Wilson and Council Member Place 5 Steve Diehl.**

Mayor Adame presented plaques to outgoing Council Member Place 3 Stewart Wilson and Council Member Place 5 Steve Diehl.

- b. Presentation of Certificate of Election to Officials elected on May 3, 2025 for Council Member Place 1 Julio Salinas, Council Member Place 3 James Steward, and Council Member Place 5 Linda Kilgore Timmerman.**

Mayor Adame presented Certificates of Election to newly elected officials Council Member Place 1 Julio Salinas, Council Member Place 3 James Steward, and Council Member Place 5 Linda Kilgore Timmerman.

- c. Administration of Statement of Officer and Oath of Office to Officials elected on May 3, 2025 for Council Member Place 1 Julio Salinas, Council Member Place 3 James Steward, and Council Member Place 5 Linda Kilgore Timmerman by San Patricio County Judge Krebs.**

San Patricio County Judge Krebs administered the Statement of Officer and Oath of Office to newly elected officials Council Member Place 1 Julio Salinas, Council Member Place 3 James Steward, and Council Member Place 5 Linda Kilgore Timmerman.

- d. New Council Roll Call.**

Council Members Present: Linda Timmerman, James Steward, David Pruitt, Mayor Pro-Tem Tracy Long, Julio Salinas, and Mayor Adame.

Council Members Absent: John Salinas

13. 15 Minute Recess.

Mayor Adame paused the meeting for a recess at 7:30 p.m.

Mayor Adame resumed the meeting from recess at 7:46 p.m.

Public Hearing

- 14. Public hearing on an application filed by Leon Contreras, Jr., requesting a replat for the following property: Property ID#s 44039 & 44040 Lots 1 & 2 Block 2 Frank Phelps Garden Tracts to Lots 1-R & 2-R Block 2 Frank Phelps Garden Tracts.**

At 7:47 p.m. Mayor Adame convened the Ingleside City Council into a Public Hearing.

Speaking For: Elizabeth Brundrett 411 S. Pearl, Rockport, TX

Speaking Against: None

At 7:49 p.m. Mayor Adame reconvened the Ingleside City Council into a Regular Meeting.

15. Public Hearing on an application filed by Leon Contreras, Jr., requesting a replat for the following property: Property ID#s 65919 & 41793 NE ¼ of Lot 12 Block 83 T.P. MCCAMPBELL, also known as 2299 Kenney Lane, to Lots 12-B, & 12-C Block 83 T.P. MCCAMPBELL.

At 7:49 p.m. Mayor Adame convened the Ingleside City Council into a Public Hearing.

Speaking For: Elizabeth Brundrett 411 S. Pearl, Rockport, TX

Speaking Against: None

At 7:51 p.m. Mayor Adame reconvened the Ingleside City Council into a Regular Meeting.

Regular Agenda

16. Deliberate and take appropriate action on the election of a Mayor Pro-Tem in accordance with Section 3.05 of the Ingleside City Charter.

Council Member Pruitt nominated current Mayor Pro-Tem Long as the Mayor Pro-Tem for the upcoming year. Council Member Julio Salinas seconded the nomination. Mayor Pro-Tem Long had no objections to the nominations.

Motion: Council Member Pruitt made a motion to elect Council Member Long as Mayor Pro-Tem in accordance with Section 3.05 of the Ingleside City Charter. Council Member Julio Salinas seconded the motion. Motion carried with all present voting in favor.

17. Deliberate and take appropriate action on a Resolution for a replat affecting the following property: Property ID#s 44039 & 44040 Lots 1 & 2 Block 2 Frank Phelps Garden Tracts.

Proposed Resolution 2025-16.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the replat, and the application meeting all the requirements.

Motion: Mayor Pro-Tem Long made a motion to approve Resolution 2025-16, a Resolution for a replat affecting the following property: Property ID#s 44039 & 44040 Lots 1 & 2 Block 2 Frank Phelps Garden Tracts. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

18. Deliberate and take appropriate action on a Resolution for a replat affecting the following property: Property ID#s 65919 & 41793 NE ¼ of Lot 12 Block 83 T.P. MCCAMPBELL.

Proposed Resolution 2025-17.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the replat, the lot being split into two (2) lots, and the application meeting all the requirements.

Motion: Mayor Adame made a motion to approve Resolution 2025-17, a Resolution for a replat affecting the following property: Property ID#s 65919 & 41793 NE ¼ of Lot 12 Block 83 T.P. MCCAMPBELL. Council Member Timmerman seconded the motion. Motion carried with all present voting in favor.

19. Deliberate and take appropriate action on awarding the 2.0 MGD Waste Water Treatment Plant Bid to Associated Construction Partners (ACP) in the amount of \$41,205,016.00.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the bids received being open and reviewed by the City's engineers, the project needing to be done, the Texas Water Development Board signing off on the project, the plant holding for years to come, project timeline of 720 days to complete, and all mechanisms in place to fully fund the project.

Motion: Council Member Pruitt made a motion to award the 2.0 MGD Waste Water Treatment Plant Bid to Associated Construction Partners (ACP) in the amount of \$41,205,016.00, and authorize the City Manager to negotiate and execute into contract with Associated Construction Partners (ACP). Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

20. Deliberate and take appropriate action on an agreement between the City of Ingleside and the Texas Coast Youth Soccer League for the use of N.O. Simmons Park Soccer Fields for the period from September 1, 2025, through November 30, 2025, and from January 13, 2026, through May 10, 2026.

Discussion was held between Council Members, City Manager Lewis, and City Attorney McCann about the contract being the same as the previous year, and having been reviewed by the attorney.

Motion: Mayor Adame made a motion to approve the agreement between the City of Ingleside and the Texas Coast Youth Soccer League for the use of N.O. Simmons Park Soccer Fields for the period from September 1, 2025, through November 30, 2025, and from January 13, 2026, through May 10, 2026. Council Member Timmerman seconded the motion. Motion carried with all present voting in favor.

21. Deliberate and take appropriate action on approval of the HOT Fund Post Event Form from Ingleside Chamber of Commerce and authorizing final payment in the amount of \$33,353.95 for the Ingleside Round Up Days & Musical Festival event held March 21-23, 2025.

No discussion was held on this item.

Motion: Council Member Julio Salinas made a motion to approve the HOT Fund Post Event Form from Ingleside Chamber of Commerce and authorizing final payment in the amount of \$33,353.95 for the Ingleside Round Up Days & Musical Festival event held March 21-23, 2025. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

22. Deliberate and appropriate action regarding a Special Use Permit Request by Ingleside Chamber of Commerce to host the Ingleside Smoke Showdown BBQ Cook-Off at Live Oak Park to be held on August 29 and 30, 2025.

Discussion was held between Council Members, City Manager Lewis, and Ingleside Chamber of Commerce President Bowers about the new event taking place at Live Oak, not being open to the public, and how the judges are going to be picked.

Motion: Council Member Julio Salinas made a motion to approve the Special Use Permit Request by Ingleside Chamber of Commerce to host the Ingleside Smoke Showdown BBQ Cook-Off at Live Oak Park to be held on August 29 and 30, 2025. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

23. Deliberate and take appropriate action on a Resolution appointing/reappointing members to the Planning and Zoning Commission.

Proposed Resolution 2025-18.

Courtney Shane, 2181 Capeheart St., made a citizen comment.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the recommendations for appointment and reappointment of Planning and Zoning Commission members, how many applicants were submitted, and applicants going before the Commission to be asked questions.

Motion: Council Member Pruitt made a motion to approve Resolution 2025-18, a Resolution appointing/reappointing members to the Planning and Zoning Commission.

Council Member Steward seconded the motion. Motion carried with all present voting in favor.

24. Deliberate and take appropriate action on the first reading of an Ordinance appointing a Court Clerk of the Municipal Court of Record for the City of Ingleside and further providing for the administration of the position, effective date, reading, and severance.

Discussion was held between Council Members, City Manager Lewis, and City Attorney McCann about the first reading of the ordinance, the recommendation being a current employee, and the appointment needing to be done by ordinance.

Motion: Mayor Adame made a motion to approve the first reading of an Ordinance appointing Matea Perez as Court Clerk of the Municipal Court of Record for the City of Ingleside and further providing for the administration of the position, effective date, reading, and severance. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Mayor Adame stepped away from the dais at 8:36 p.m.

25. Deliberate and take appropriate action on a Resolution appointing members to the Ingleside Development Corporation (IDC) Board of Directors.

Proposed Resolution 2025-19.

Discussion was held between Council Members, City Manager Lewis, and Director of Economic Development Carr about who the IDC recommends for appointing members to the Ingleside Development Corporation Board of Directors.

Motion: Council Member Pruitt made a motion to approve Resolution 2025-19, a Resolution appointing members to the Ingleside Development Corporation (IDC) Board of Directors. Council Member Julio Salinas seconded the motion. Motion carried 5:0:1

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

Against Motion: None

Absent: Mayor Adame

Mayor Adame returned to the dais at 8:39 p.m.

26. Deliberate and take appropriate action on first reading of an Ordinance providing for the Nonsubstantive Amendments of the City Charter for the City of Ingleside

pursuant to Section 11.11 of the Charter and further providing for effective date, reading, severance, and publication.

Discussion was held between Council Members, City Manager Lewis, and City Attorney McCann about the amendments (pronouns, typos, State Law changes, etc.), codifying alongside the Special Election results, and wanting to see backup documentation of the changes.

Mayor Adame requested that Agenda Item 26 be tabled to the next Regular City Council meeting on May 27, 2025. There were no objections by Council, and Mayor Adame stated that the item was tabled.

Executive Session

27. Closed Session

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

- A. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.087 (Economic Development Negotiations) – Update on ongoing industry and retail negotiations.**
- B. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) – deliberations regarding the contract and appointment of interim municipal judge for the Ingleside Municipal Court of Record.**
- C. Pursuant to Section 551.071 Consultations with Attorney regarding Civil Action No. 2:24-CV-267 Port of Texas, LP. vs. City of Ingleside, and Civil Action No. S-25-5288CV-C Port of Texas, LP. vs. City of Ingleside.**

At 8:43 p.m. Mayor Adame convened the Ingleside City Council into a closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.087 (Economic Development Negotiations) – Update on ongoing industry and retail negotiations, Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) – deliberations regarding the contract and appointment of interim municipal judge for the Ingleside Municipal Court of Record, and Pursuant to Section 551.071 Consultations with Attorney regarding Civil Action No. 2:24-CV-267 Port of Texas, LP. vs. City of Ingleside, and Civil Action No. S-25-5288CV-C Port of Texas, LP. vs. City of Ingleside.

28. Open Session

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

- A. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.087 (Economic Development Negotiations) – Update on ongoing industry and retail negotiations.**

- B. Pursuant to Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) – deliberations regarding the contract and appointment of interim municipal judge for the Ingleside Municipal Court of Record.**
- C. Pursuant to Section 551.071 Consultations with Attorney regarding Civil Action No. 2:24-CV-267 Port of Texas, LP. vs. City of Ingleside, and Civil Action No. S-25-5288CV-C Port of Texas, LP. vs. City of Ingleside.**

At 9:53 p.m. Mayor Adame reconvened the Ingleside City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No Action Taken

Item B: Motion: Mayor Pro-Tem Long made a motion to appoint Armando B. Gonzalez, Jr. as interim municipal judge for the Ingleside Municipal Court of Record, and to authorize the Mayor to negotiate and execute a contract for the position at the price of \$5,000 a month and training cost through Texas Municipal Court Education Center. Council Member Steward seconded the motion. Motion carried with all present voting in favor.

Item C: No Action Taken.

29. Items to consider for placement on future agendas.

Council Member Julio Salinas requested a team building day, and to work alongside the school district.

30. Adjourn Regular Meeting.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 10:02 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 8

Deliberate and take appropriate action on the second and final reading of an Ordinance appointing a Court Clerk of the Municipal Court of Record for the City of Ingleside and further providing for the administration of the position, effective date, reading, and severance.

SUBMITTED BY: Mayor and Council

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

On April 8, 2025, the City of Ingleside City Council adopted Ordinance No. 2025-13, transitioning the Ingleside Municipal Court into a court of record pursuant to Chapter 30 of the Texas Government Code. The Texas Government Code Chapter 30 provides for the creation, jurisdiction, and operation of a court of record. The City Council is required to appoint the Clerk of the municipal courts of record by Ordinance according to Chapter 30 of the Texas Government Code. In Section 2-120 of the Ingleside Code of Ordinances City Council shall appoint by Ordinance a court clerk with the recommendation of the City Manager.

The Municipal Court Clerk serves under the direction and supervision of the Municipal Court Judge with respect to the administration and operation of the Ingleside Municipal Court, including any duties or responsibilities as may be assigned or directed by the Judge. For all other administrative matters—such as compensation, benefits, and leave—the Municipal Court Clerk reports to the City Manager and is subject to the personnel policies of the City of Ingleside, except where those policies conflict with the Clerk’s duties under the authority of the Municipal Court Judge.

The Clerk of the Court supervises Court Administrative staff, coordinating daily operations of the court system, case management, and providing support to the judicial system. Responsibilities can consist of:

- Manages and oversees all aspects of the court’s operations, including scheduling, case management, and budgeting.
- Coordinates court calendars and schedules for judges, attorneys, and other court personnel.
- Reviews legal documents and ensures they are properly prepared and files with the appropriate courts.
- Communicates with attorneys, law enforcement, and other agencies to obtain necessary information and documents for court cases.

- Assists and advises judges in all matters related to the court and provides support during court proceedings.
- Assists judges and attorneys during court proceedings, including taking notes, administering, oaths, and managing exhibits.
- Trains and supervises court staff, including clerks and bailiffs, and ensures their adherence to court policies and procedures.
- Maintains accurate and up-to-date records of court cases, including case files, judgments, and other court documents.
- Prepares and submits reports to the court and higher authorities, as required.
- Participates in the development and implementation of new court procedures and policies.
- Supervises the Municipal Court budget, purchasing requisition forms, authorizes purchases and reviews time sheets.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the City Council accept the recommendation of the Court Clerk and approve the second and final reading of an Ordinance appointing a Court Clerk of the Municipal Court of Record for the City of Ingleside.

ATTACHMENTS:

1. ORD 2025-XX DOCS1-#351276-v1-Revised_ORD_Appt_Muni_Clerk v2

ORDINANCE NO. 2025 - _____

**AN ORDINANCE APPOINTING A COURT CLERK OF THE
MUNICIPAL COURT OF RECORD FOR THE CITY OF
INGLESIDE AND FURTHER PROVIDING FOR THE
ADMINISTRATION OF THE POSITION, EFFECTIVE DATE,
READING, AND SEVERANCE.**

WHEREAS, on April 8, 2025, the City Council of the City of Ingleside (“City Council”) adopted Ordinance No. 2025-13, transitioning the Ingleside Municipal Court from a court of non-record to a court of record pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, Chapter 30 of the Texas Government Code provides for the creation, jurisdiction and operation of a court of record; and

WHEREAS, Chapter 30 of the Texas Government Code requires the City Council by ordinance provide for the appointment of a clerk of the municipal courts of record.

WHEREAS, in accordance with Section 2-120 of the Ingleside Code of Ordinances, the City Council shall appoint by ordinance a court clerk upon the city manager’s recommendation; and

WHEREAS, the City Council desires to appoint Matea Perez to serve as the Ingleside Municipal Court of record Court Clerk.

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

Section 1. Appointment. The City Council appoints for an indefinite period Matea Perez to serve as the Court Clerk for the Ingleside Municipal Court of Record.

Section 2. Administration of the Municipal Court Clerk Position. The Municipal Court Clerk serves under the direction and supervision of the Municipal Court Judge with respect to the administration and operation of the Ingleside Municipal Court, including any duties or responsibilities as may be assigned or directed by the Judge. For all other administrative matters—such as compensation, benefits, and leave—the Municipal Court Clerk reports to the City Manager and is subject to the personnel policies of the City of Ingleside, except where those policies conflict with the Clerk’s duties under the authority of the Municipal Court Judge.

Section 3. Duties. Said Clerk shall have the power to do and perform all things and acts usual or necessary to be performed by Clerk of courts in issuing process of said court and conducting the business thereof including but not limited to assisting the court bailiff, prepare all jury notices and summons, attend to correspondence and perform all other acts and duties as the Municipal Judge, City Manager, or City Council may hereafter require from time to time.

Section 4. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or

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

Section 5. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 6. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

PASSED, ORDAINED, APPROVED AND ADOPTED this 27th day of May 2025.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: May 13, 2025

Second Reading: _____

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 9

Public Hearing regarding a City of Ingleside rezone of property generally located at Highway 361 and Avenue B, further described in the legal description below, from R-1 - Single Family Residential to I - Industrial:

A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Jana Stork, City Secretary

BACKGROUND:

The rezoning of approximately 299.77 acres from (R-1) Single Family Residential District to (I) Industrial District is requested to be in compliance with the City of Ingleside Comprehensive Plan.

Staff mailed out a Public Hearing Notice to 66 property owners, within a 400-foot radius, on May 08, 2025, and received no comments in favor or against the request at the time this report was prepared. Notice of this public hearing was published in the Ingleside Index on May 01, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing.

ATTACHMENTS:

1. 05-01-2025 PH Notice Publication
2. PH Notice Labels



NOTICE OF PUBLIC HEARING

In accordance with the provisions of the City of Ingleside Code of Ordinances, Section 78-51 and the Texas State statutes, notice is hereby given that a public hearing will be held before the Planning and Zoning Commission on **Monday, May 19, 2025, at 6:00 pm** and the City Council of the City of Ingleside on **Tuesday, May 27, 2025, at 6:30 pm**. Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas.

The Public Hearing is assembled to solicit comments from citizens and other interested parties concerning a City of Ingleside rezone of property generally located at Highway 361 and Avenue B, further described in the legal description below, from R-1 - Single Family Residential to I - Industrial.

- A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

The property is geographically shown on the attached map.

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

Published one time in the Ingleside Index on **May 1, 2025**



City of Ingleside
Rezoning
Aerial Map

Legend
Case Area
Parcels

Date: 05/27/2025

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

0.1 0 0.1 Miles

GALLAGHER RAYMOND E
 141 SEA BREEZE
 ARANSAS PASS, TX 78336

OCCIDENTAL CHEMICAL CORP
 PO BOX 27570
 HOUSTON, TX 77227

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

EXXON CORP
 PO BOX 64106
 SPRING, TX 77387

KRASTAVAC FARM LLC
 PO BOX 271544
 CORPUS CHRISTI, TX 78427

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

WALKINS ROGER R
 2715 OKLAHOMA
 INGLESIDE, TX 78362

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

GORDON LINDA
 2669 OKLAHOMA
 INGLESIDE, TX 78362

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

PALACIOS OSCAR
 2659 OKLAHOMA AVE
 INGLESIDE, TX 78362

FENTON FAMILY TRUST
 PO BOX 1361
 ARANSAS PASS, TX 78335

BERNAL STEVEN
 5349 MALDEN DR
 CORPUS CHRISTI, TX 7813

JACKSON LAURA L
 2063 LA QUINTA DR
 INGLESIDE, TX 78362

BERRYMAN JOHN ETUX
 929 RIDGE RD
 TROY, MO 63379

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

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

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

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

COLEMAN WILLIAM SHANE
 2676 AVE B
 INGLESIDE, TX 78362

VANDEWERKER JAMES & PEGGY
 2432 AVE B
 INGLESIDE, TX 78362

GALVAN MANUALA C
 8807 SHAMA CIR
 LAREDO, TX 78045

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

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

INGLESIDE ISD
 2664 SAN ANGELO
 INGLESIDE, TX 78362

AMERICAN TOWER CORPORATION
 PO BOX 723597
 ATLANTA, GA 31139

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

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

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

FENTON MICHAEL ANDREW
 2312 TIMBERLEAF CIRCLE
 INGLESIDE, TX 78362

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

MARTLATT LINSEY SHEA
 2516 S AVE B
 INGLESIDE, TX 78362

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

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

HAHN JAMES J
 2515 ARKANSAS ST
 INGLESIDE, TX 78362

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

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

KNIGHT WILLIAM L
 2583 ARKANSAS ST
 INGLESIDE, TX 78362

RYAN MOLLY & JOHN
 2514 ARKANSAS STREET
 INGLESIDE, TX 78362

LOVEALL DAVID & LISA
 2525 AVENUE B
 INGLESIDE, TX 78362

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

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

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

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

BROWN DANELLE M
 1519 MORGAN LN
 INGLESIDE, TX 78362

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

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

CROSSLAND TRACY R
 2447 AVE C
 INGLESIDE, TX 78362

DENISON JOSEPH MATTHEW
 2443 AVE C
 INGLESIDE, TX 78362

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

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

BOONE WILLIAM D III
 2309 MEMORIAL PARKWAY
 PORTLAND, TX 78374

GRIFFIN FRANK
 2421 AVENUE C
 INGLESIDE, TX 78362

TAUBER KATHERYN A
 2415 AVENUE C
 INGLESIDE, TX 78362

OFARRELL CHERYL R
 2411 AVENUE C
 INGLESIDE, TX 78362

SIMMONS MARY LOU
 2486 AVENUE C
 INGLESIDE, TX 78362

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

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

YOUNG CURTIS JR
 PO BOX 271711
 CORPUS CHRISTI, TX 78427

SANCHEZ ANTHONY JACOB
 2444 AVE C
 INGLESIDE, TX 78362

KISNER CARLTON R
2440 AVE C
INGLESIDE, TX 78362

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

PIPSAIR MARY TERESA
2436 AVENUE C
INGLESIDE, TX 78362

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

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

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

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 10

Public Hearing on the adoption of an Ordinance to Repeal and Replace the Existing Drought Contingency Plan in Chapter 66, Article II, Division 4 of the Ingleside Code of Ordinances, with an Updated Plan Aligned with the San Patricio Municipal Water District, Including Provisions for Enforcement and Penalties for Noncompliance.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

According to Texas Commission on Environmental Quality (TCEQ) rules, a drought contingency plan must be adopted by a water purveyor to establish guidelines to be followed in the event of a drought. This plan must be revised every 5 years as per TCEQ. San Patricio Municipal Water District, which supplies all the water that is distributed by the City of Ingleside, adopted the Amended Drought Contingency Plan on April 8th, 2025. The City of Ingleside needs to adopt a similar plan as a road map for dealing with drought.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing Only.

ATTACHMENTS:

1. DOCS1-#351447-v1-5_20_25_Revised_Drought_Contingency_Plan v2 (1)
2. DOCS1-#351452-v1-Revised_Ordinance_-_Drought_Contingency_Plan v4

DIVISION 4. - WATER CONSERVATION—DROUGHT CONTINGENCY PLAN

Sec. 66-66. Introduction.

This Division is the Drought Contingency Plan (hereinafter referred to as “DCP”) for the City of Ingleside (hereinafter referred to as “City”) and its customers. The purpose of this DCP is to:

- (1) Conserve the available water supply by reducing the City’s water demand as much as possible during a drought in order to protect the integrity of water supply facilities (with particular regard for domestic water use, sanitation and fire protection);
- (2) Minimize the adverse impacts of water supply shortages or other water supply emergency conditions;
- (3) Serve as a framework to identify and manage a drought or a state of water emergency; and
- (4) Preserve and protect public health, welfare, and safety.

This DCP was created so that the City can reduce demand when supplies are low so customers have sufficient water during drought conditions. This DCP explains the triggers initiated by a drought and the steps to take during each stage of a drought.

The DCP is different from the Water Conservation Plan (WCP) because a DCP is a responsive plan that addresses drought conditions or water emergencies and defines actions that will be taken when certain criteria are met. Typically, these criteria consist of three or more “stages” in response to water supply storage levels (e.g., when reservoir storage levels drop below 40%, Stage 1 is initiated), or a water emergency.

A WCP is a proactive plan for addressing overall goals and actions that will help a utility implement year-round sustainable and efficient water conservation programs.

The DCP follows the TCEQ guidelines and has been prepared in accordance with Texas Administrative Code Title 30 Chapter 288 Subchapter B Rule §288.20 for Municipal Uses by Public Water Suppliers.

Sec. 66-67. Declaration of Policy and Reason.

The City hereby adopts the following regulations and restrictions on the delivery and consumptions of water in order to:

- (1) conserve the available water supply;
- (2) protect the integrity of water supply facilities with particular regard for domestic water use;
- (3) ensure sanitation;
- (4) ensure fire protection;
- (5) protect and preserve public health, welfare, and safety; and
- (6) minimize the adverse impacts of water-supply shortages or other water-supply emergency conditions.

The City hereby adopts the following regulations and restrictions on the delivery and consumptions of water.

Water uses regulated or prohibited under this DCP are considered to be non-essential, and continuation of such uses during times of water shortage or other emergency water-supply conditions are deemed to constitute a waste of water, which subjects the offender(s) to penalties as defined in Section 66-78 of this Division.

Since the City first started supplying its customers with water, the region has experienced several periods of drought. Over the years, new water supplies have been added and conservation measures have been strengthened to ensure water security for residents and businesses served by the City. However, with the variability of weather patterns in South Texas and a continually growing population, it is critical that the City plans for future drought conditions.

Currently, the region's water supply system is comprised of three reservoirs and one run-of-the-river right: Lake Corpus Christi, Choke Canyon Reservoir, Lake Texana and the Colorado River. However, the criteria to trigger drought stages are based on the combined capacity of Lake Corpus Christi and Choke Canyon Reservoir.

Due to the frequency of drought in South Texas, this DCP was developed and it adopts measures that will dramatically cut water consumption in order to conserve water supplies.

Sec. 66-68. Public Education.

On May 27, 2025, the City Council held a public hearing and meeting during which this DCP was presented for review and adoption. The item was included on the official meeting agenda, and members of the public were provided with the opportunity to comment at the public hearing and on any agenda item, including the DCP.

The City will work with its customers to inform them about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated, and the drought measures to be implemented in each stage. This information will be provided by utility bill inserts, email notices to customers, and notice on the City's website (www.inglesidetx.gov).

Notification to the public about when drought stages go into effect or when restrictions are lifted is explained in more detail in Section 66-74.

Sec. 66-69. Coordination with Regional Water Planning Groups.

The service area of the City is located within the Coastal Bend Regional Water Planning Area (Region N) and the City has provided a copy of this DCP to Region N in care of the Nueces River Authority.

The San Patricio Municipal Water District shall review and, if necessary, update the Drought Contingency Plan (DCP) at least once every five years, taking into account new or updated

information, such as revisions to the regional water plan. Following this, the City shall also review the DCP every five years and implement updates as deemed appropriate.

Sec. 66-70. Authorization.

The City Manager, or designee, is hereby authorized and directed to implement the applicable provisions of the DCP upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency stages or restriction(s) as described in this DCP. The City Manager, or designee, shall notify the members of the City Council before implementing any measures.

Sec. 66-71. Application.

The provisions of this DCP shall apply to all persons, customers, and property utilizing water provided by the City. The terms “person” and “customer” as used in the DCP include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 66-72. Definitions.

For the purposes of this DCP, the following definitions shall apply:

Aerobic irrigation system: an irrigation system that utilizes a home or business’s treated wastewater from its aerobic septic system.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial account: water used in the operations of commercial, non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Contract (end-user) water customers: a private entity that has a contract with the City to receive raw or treated water supplies for its sole use (i.e. does not resell to other users).

Customer: any person, company, or organization using water supplied by the City and paying a retail water bill.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: a method of watering plants using a network of tubes, pipes, valves, and emitters that slowly drips water to the roots of plants to minimize evaporation. Soaker hoses are not a substitute for a proper drip irrigation system.

Large volume account/Industrial user: utility accounts of entities who use more than 10,000,000 gallons of water a month for processes designed to convert materials of lower value into forms having greater usability and use.

Irrigation account/meter: a meter connected solely to an irrigation system. This type of meter does not incur wastewater fees on water used through this meter.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, athletic fields, and medians.

Non-essential water use: water uses that are not essential or not required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this DCP;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
- (3) Use of water to wash down any impervious cover including sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection or health reasons;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (7) Use of water in an aesthetic feature, including fountain or pond except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak; and
- (9) Use of water from hydrants for construction purposes or any other purposes other than firefighting or flushing needed to maintain chlorination levels and protect public health.

Pool cover: a material designated to cover the surface area of a swimming pool when it is not in use. Pool covers can come in different types including manual, semi-automatic, automatic, and can be made from different materials such as mesh, solid vinyl, solar blankets, or pool floaties. Pool covers do not include tree canopies, pergolas, gazebos, or similar structures.

Reservoir capacity: the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi, as measured in percentage of the full combined volume.

Surcharge: temporary rate to manage demand in times of drought.

Water well: any facility, device, or method used to withdraw groundwater from a groundwater reservoir.

Sec. 66-73. Criteria for Initiation and Termination of Drought Stages.

The City Manager, or designee, shall monitor the San Patricio Municipal Water District's actions, water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the DCP, that is, when the specified “triggers” are reached. However, the City Manager, or designee, in the exercise of the City Manager’s discretion, may initiate or terminate any stage when the City Manager deems necessary at any time. This section explains the triggers of each stage. Best management practices and water use restrictions for each drought stage are described in Section 66-75.

The combined reservoir storage level of Choke Canyon Reservoir and Lake Corpus Christi is the triggering criterion that is monitored for determining drought stages, based on the TCEQ 2001 Agreed Order (amended April 17, 2001) relating to inflows into Nueces Bay and Estuary.

(a) Water Shortage Watch

Trigger for initiation – Customers shall be requested to voluntarily conserve water and adhere to prescribed conditions on specific water uses when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi fall below 50%.

Trigger for termination – The watch may be terminated when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi increase above 50% for 15 consecutive calendar days.

(b) Stage 1 – Mild Water Shortage

Trigger for initiation – Stage 1 begins when the combined reservoir storage level declines below 40%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 1 may be terminated when the combined storage levels increase above 50%.

(c) Stage 2 – Moderate Water Shortage

Trigger for initiation – Stage 2 begins when the combined storage level declines below 30%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 2 may be terminated when the combined storage levels increase above 40%. Upon termination of Stage 2, Stage 1 becomes operative.

(d) Stage 3 – Critical Water Shortage

Trigger for initiation – Stage 3 begins when the combined storage level declines below 20%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 3 may be terminated when the combined storage levels increase above 30%. Upon termination of Stage 3, Stage 2 becomes operative.

(e) Water Emergency

1) Level 1 Water Emergency

Trigger for initiation – A Level 1 Water Emergency begins when the City Manager, or designee, determines that the City is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The City Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination - The Level 1 Water Emergency may be terminated when the City Manager, or designee, determines that the City's total water supply can meet the total regional demands for more than 180 days.

2) Level 2 Water Emergency

Trigger for initiation – A Level 2 Water Emergency begins when the City Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to;

- (1) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the City's water treatment facilities;
or
- (2) Water production or distribution system limitations; or
- (3) Natural or man-made contamination of the water supply source.

Trigger for termination – The Water Emergency may be terminated when the City Manager, or designee, deems appropriate.

Sec. 66-74. Drought Stage Notification.

The City Manager, or designee, shall monitor the San Patricio Municipal Water District's actions and water supply and/or demand conditions on a weekly basis and, in accordance with the triggering criteria set forth in Section 66-73 of this Division, shall determine that a mild, moderate, critical, or a water emergency exists and shall implement the following notification procedures.

Notification to the Public:

The City Manager, or designee, shall notify the public for every change in drought stage status by any or all of the following:

- (1) City's website (www.inglesidetx.gov)
- (2) Publication in local newspaper
- (3) Notice on the monthly utility billing
- (4) Public Service Announcements
- (5) Signs posted in public places

Additional Notification:

The City Manager, or designee shall, at a minimum, notify directly, or cause to be notified directly, the following individuals and entities for every change in drought stage status:

- (1) Mayor and City Council
- (2) Major water users (such as industries)
- (3) Texas Commission on Environmental Quality (TCEQ) – note: TCEQ executive director MUST be informed within five (5) business days of mandatory water use restrictions being imposed

Sec. 66-75. Drought Stages, Best Management Practices per Stage.

A summary of water use reduction targets for each drought stage is presented in the following table. Further discussion on best management practices and implementation practices associated with each stage of drought is included below. During Stages 1, 2, and 3, requests for exemptions may be presented to the City Manager or designee.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
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Water Shortage Watch	<50%	5%
Stage 1 - Mild Water Shortage	<40%	5%
Stage 2 - Moderate Water Shortage	<30%	10%
Stage 3 - Critical Water Shortage	<20%	15%
Water Emergency Level 1 Level 2	Not Applicable	25% 50%

(a) Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water with the water use conditions below.

Best Management Practices for Supply Management:

The City will enact voluntary measures to reduce or discontinue the flushing of water mains if practicable and utilize reclaimed water for non-potable uses to the greatest extent possible. The City will prioritize sources of supply not impacted by drought conditions, when available, including interruptible supplies from Lake Texana during times when Lake Texana water level is at or above 43 feet mean sea level in accordance with Lavaca-Navidad River Authority (LNRA) contract. The City will actively promote educational messages in the media about how to reduce water use through conservation practices, and rules of the drought stages.

Water Use Conditions for Reducing Demand

- 1) Water customers are requested to voluntarily limit the irrigation of landscaped areas to **once per week**.
- 2) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- 3) All operations of the City shall adhere to water use restrictions prescribed for Stage 1.
- 4) Water smart techniques will be promoted by City departments.

(b) Stage 1 Response – Mild Water Shortage

Target: During Stage 1, achieve a 5% reduction in daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

Under Stage 1, the City will:

- (1) Use more repair crews if necessary to allow for a quicker response time for water-line leak repair; and
- (2) City crews begin monitoring customers' compliance with Stage 1 restrictions during the course of their daily rounds.
- (3) In addition to the restrictions outlined below, City departments will make every effort to conserve water, including no new landscaping installation and no filling of ponds.
- (4) Increase targeted outreach to high-consumption industrial and commercial customers to urge water use reductions.
- (5) Increase public education and outreach regarding water use reduction by using the following practices:
 - a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - e. Take shorter showers.
 - f. You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - g. When hand-washing dishes, never run water continuously.
 - h. If you have a dishwasher appliance, use it only to wash full loads, and use the shortest cycle possible.
 - i. Wash only full loads in your washing machine and use the shortest cycle possible.
 - j. Repair leaks quickly.
 - k. Clean outdoor surfaces with a broom, not a hose.
 - l. Water during the cool part of the day, in the morning or evening.
 - m. Do not over water in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction

Under threat of penalty for violation, the following water use restrictions shall apply to all persons during Stage 1:

- (1) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to once per week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated

watering day in accordance with Section 66-74. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.

- a. Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must apply for an exemption from the City to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (2) No watering or irrigating of landscaped areas by hose-end sprinkler or automatic irrigation systems will be allowed between the hours of 10:00 a.m. and 6:00 p.m. to prevent evaporative loss.
- (3) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special exemption from the City.
- (4) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. However, if the golf course utilizes non-potable or a water source other than that provided through the City infrastructure, the facility shall not be subject to these regulations.
- (5) The use of water to maintain the integrity of building foundations is limited to designated watering days.

(c) Stage 2 Response – Moderate Water Shortage

Target: During Stage 2, achieve a 10% reduction in total daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 1, the City will also do the following during Stage 2:

- (1) Eliminate the flushing of water mains unless required for decontamination and/or public safety; and
- (2) Review customers' water usage for compliance based on the previous month's water use and notify violators verbally or in writing as the situation dictates.
- (3) Increase public education and outreach regarding water use reduction by using the following practices:

- a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
- b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water to clean your brush.
- c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
- d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
- e. You can reduce water usage by 40% to 50% by installing low-flush toilets.
- f. When hand-washing dishes, never run water continuously.
- g. If you have a dishwasher appliance, use it only to wash full loads.
- h. Wash only full loads in your washing machine and use the shortest cycle possible.
- i. Fix leaks quickly.
- j. Clean outdoor surfaces with a broom, not a hose
- k. Do not overwater in anticipation of a shortage. Soil cannot store extra water

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 shall remain in effect during Stage 2 except as modified below:

- (1) Irrigation of landscaped areas with hose-end sprinklers and automatic irrigation systems shall be limited to once every other week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 - a. Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for a permit from the City to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (2) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes non-potable or a water source other than that provided through the City infrastructure or done by means of hand-held hoses, or hand-held buckets.

- (3) A person or entity who owns, leases or manages an outdoor swimming pool (including publicly-owned pools) shall begin preparation for the Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.
- (4) Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.
- (5) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

Optional Measures:

During Stage 2, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, following similar actions implemented by the San Patricio Municipal Water District and with prior city council notification, as conditions warrant:

- (1) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers’ bill.
 - b. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers’ bill.
 - c. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers’ bill.

(d) Stage 3 Response – Critical Water Shortage

Target: During Stage 3, achieve a 15% or greater reduction in daily water with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the City will also do the following during Stage 3:

- (1) Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- (2) Increase public education and outreach regarding water use reduction by using the following practices:
 - a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.

- c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - e. You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - f. When hand-washing dishes, never run water continuously.
 - g. If you have a dishwasher appliance, use it only to wash full loads.
 - h. Wash only full loads in your washing machine and use the shortest cycle possible.
 - i. Repair leaks quickly.
 - j. Clean outdoor surfaces with a broom, not a hose.
- Do not overwater in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- (1) Irrigation of turf grass by any means shall be prohibited at all times.
- (2) Drip irrigation for foundations and landscaped beds is allowed every other week on the designated watering schedule. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day in accordance with Section 66-74.
- (3) Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a faucet-filled bucket, or a watering can of five (5) gallons or less.
- (4) Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the City Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for an exemption from the City. An exception certificate should be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (5) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- (6) The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- (7) A person or entity who owns, leases, or manages an outdoor swimming pool (including publicly-owned pools) shall have approximately 100% of the pool surface area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.

- (8) Operators of water parks must seek approval from the City prior to the filling, refilling, or adding water to water parks.
- (9) All fountains shall only operate to circulate water in order to maintain equipment.
- (10) Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.

Optional Measures:

During Stage 3, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, following similar actions implemented by the San Patricio Municipal Water District and with prior city council notification, as conditions warrant:

- (1) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
 - b. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - c. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.

(e) Water Emergency

Level 1 Water Emergency

In the event that the triggering criteria specified in Section 66-73(e) – Level 1 Water Emergency of the DCP is met, the City Manager, or designee is hereby authorized to implement pro-rata curtailment of water supplies to all customers in accordance with Texas Water Code §11.039. The initiation of pro-rata curtailment preparations shall begin during Stage 3.

Target: During a Level 1 Water Emergency, pro-rata curtailment will be required and may start at 5% or greater reduction of total water demand, depending on the forecasted water supply conditions. Surcharges and allocations are enforceable during a Water Emergency, as described in Section 66-76.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- (1) Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.

- (2) Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- (1) Irrigation of all landscaped areas is absolutely prohibited.
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- (3) Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Level 2 Water Emergency

Target: During a Level 2 Water Emergency, achieve the necessary reduction in daily water demand to meet minimum system pressure requirements with the below water use restrictions. In addition, during a Level 2 Water Emergency all requirements from a Level 1 Water Emergency may be authorized under this section. Surcharges and curtailments are enforceable during a Water Emergency, as described in Section 66-76.

During a water emergency such as a catastrophic failure of infrastructure or cross-connection contamination, the City shall implement all necessary measures to protect public health and safety.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- (1) Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- (2) Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- (1) Irrigation of all landscaped areas is absolutely prohibited.

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- (3) Associated uses of water not related to business process which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Optional Measures:

During a Level 1 or Level 2 Water Emergency, the following measure is an optional water use restriction that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- (1) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought stage shall be in effect.
- (2) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - b. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - c. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.

Sec. 66-76. Surcharges for Drought Stages 2, 3, Water Emergency and Service Measures.

(a) General

- (1) The surcharges established herein are solely intended to regulate and deter the use of water during a period of serious drought in order to achieve necessary water conservation. The City Council expressly finds that the drought poses a serious and immediate threat to the public and economic health and general welfare of this community, and that the surcharges and other measures adopted herein are essential to protect said public health and welfare.
- (2) This section, and the surcharges and measures adopted herein, are an exercise of the City's powers under its Home Rule Charter and the laws of the State of Texas, and the surcharges and connection fees are conservation rates intended to meet fixed costs as a result of lost revenue.
- (3) With City Council approval, the City Manager, or designee, is authorized to determine trigger points or allocations and surcharges during Stages 2, 3, and a Water Emergency.

- (4) A customer may appeal a drought surcharge established under this Section to the City Manager or designee on grounds of unnecessary hardship, through the process outlined in Section 66-77.
- (b) Drought surcharge funds will first be reported to the City Council and used as directed by the City Council.

Sec. 66-77 Requests for Exemptions and Variances.

- (1) The City Manager, or designee may, in writing, grant a temporary variance to any of the provisions for water users found in this DCP upon determination that failure to grant such variance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance.
- (2) A person requesting an exemption or variance from the provisions of this DCP shall file a request on the City-provided application for an exemption/variance with the City within 5 days after a particular drought response stage has been invoked. All request forms shall be reviewed by the City Manager, or designee, and shall include the following:
 - a. Name and address of the water user(s).
 - b. Purpose of water use.
 - c. Specific provision(s) of the DCP from which the water user is requesting relief.
 - d. Detailed statement as to how the specific provision of the DCP adversely affects the water user or what damage or harm will occur to the water user or others if water user complies with this DCP.
 - e. Description of the exemption requested.
 - f. Period of time for which the exemption is sought.
 - g. Alternative water use restrictions or other measures the water user is taking or proposes to take to meet the intent of this DCP and the compliance date.
 - h. Other pertinent information; or as required on exemption application.
- (3) No exemption nor variance shall be retroactive or otherwise justify any violation of this DCP occurring prior to the issuance of the exemption/variance.
- (4) The City Manager or designee shall consider requests of water users for special consideration to be given as to their respective particular circumstances and is hereby authorized to, in special cases, grant such variance from the terms of this DCP if such compliance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance as will not be contrary to the public interest, where, owing to special

conditions, a literal enforcement of the provisions of this DCP will result in unnecessary hardship, and so that the spirit of this DCP shall be observed and substantial justice done.

- (5) Should an exemption for special exception be granted, it shall be in effect from the time of granting through the termination of the then current stage, unless revoked by the City Manager or designee for noncompliance; provided, that the exemption is prominently posted on the premises within two (2) feet of the street number located on the premises.
- (6) A person denied request for permit or exception from these rules may appeal the decision to the City Manager by submitting a written request for appeal to the City Manager within five business days from issuance of denial. The decision of the City Manager shall be final.
- (7) Violations of any permit conditions may be enforced under Section 66-78.

Sec. 66-78. Enforcement.

- (1) A violation of this Division is a Class C Misdemeanor. No person or entity allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this DCP, or in an amount in excess of that permitted by any drought response stage in effect at the time. The culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation of this article is a strict liability offense.
- (2) The provisions of this plan constitute rules adopted under the authority set forth in Texas Water Code § 11.1272 and Title 30 Texas Administrative Code § 288.20. Any person who violates any provision of this plan will be subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of the municipal court, as provided by Chapter 30 of the Texas Government Code. Each day of violation will constitute a separate offense. In addition, the offending party will be liable to the city for any costs incurred by the city in connection with any violation. Compliance with this DCP may also be sought through injunctive relief in a court of competent jurisdiction. In accordance with the foregoing authority, any person that violates any provision of this DCP shall be subject to a fine of not more than \$500.00 per violation per day.
- (3) If any person or a second person in the same household or premises commits a second violation of this article, the city manager shall be authorized to discontinue water service to the premises where such violation occurs.
- (4) Any person, including a person classified as a customer of the city, who is in apparent control of the property where a violation occurs or originates is presumed to be the violator,

and proof that a violation occurred on a person's property constitutes a rebuttable presumption that the person committed the violation. Parents are responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control constitutes a rebuttable presumption that the parent committed the violation.

Sec. 66-79. Variances.

A temporary variance for existing water uses otherwise prohibited under this DCP may be obtained through the process outlined in Section 66-77.

Sec. 66-80. Effluent distributions; permit and regulations.

- (1) Upon implementation of the plan as provided in this division, the city may make available effluent water discharged from its sewage treatment plants for the purpose of watering lawns, grass, and other plants, dust control and similar uses. Such effluent water shall be made available only under the terms and conditions herein provided and only to such persons as are duly permitted as distributors as provided in this section. The city shall be under no obligation to provide such effluent and reserves the right to discontinue such service at any time and to limit the volume and to establish or alter loading procedures and/or locations as necessary for the efficient administration of the wastewater division.
- (2) No effluent distribution permit shall be issued except upon application filed with the wastewater division of the city. Every such application shall contain the following information:
 - a. Name of applicant.
 - b. Name of authorized representative (e.g., president of corporation; partner; etc.) if applicant is other than an individual.
 - c. Business address and phone number.
 - d. Residence address and phone number of authorized individual representative.
 - e. Description of each vehicle and container unit to be used in the transportation or distribution of effluent water, including the make, year, model, type, weight and gross vehicle weight, container unit capacity in gallons, vehicle registration number, and the state safety inspection certificate number and expiration date.
 - f. Names and driver's license number of every proposed driver of such vehicles.
 - g. Statement of previous use of container units and any proposed use after or concurrently with such units use for effluent distribution.
 - h. Statement of the proposed uses of any effluent water, including whether the use is proposed for residential, commercial, or industrial purpose.
- (3) Upon the filing of the required application, and payment of the permit fee specified herein for each container unit, the director of the public utilities department, or his designee, shall upon his determination that the applicant and vehicles and container units are in compliance with all applicable provisions of this division, issue a permit for each such container unit. Said permit shall identify the particular unit for which it is issued and shall be displayed in a prominent place upon the unit. Each unit shall be separately permitted.

- (4) The permit fee shall be in an amount to be set by resolution of the city council and listed in appendix A of this Code. Permits shall be issued on a quarterly basis from the effective date of this section; fee proration shall be on a monthly basis.
- (5) Provisions to the contrary notwithstanding, the permit fee herein required and the liability insurance requirements of subsection (f)(8) shall be waived for receipt of effluent water from the city treatment plant only. Every such restricted permit so issued shall be prominently marked to indicate such restriction.
- (6) Every effluent distribution permit shall be subject to the following terms and conditions and no person shall receive or distribute effluent water except in compliance herewith:
- a. Container units or tanks shall have a minimum capacity of 500 gallons; shall be capable of being closed watertight and shall be so closed during transport of effluent water; and shall be maintained in a leak-proof condition; provided, however, that special permits may be issued for container units with a capacity of less than 500 gallons upon the determination by the wastewater division superintendent that all other container unit specifications herein required have been met and that the particular container unit does not create an increased risk to the public health and safety.
 - b. No vehicle may be used in connection herewith which has not been reported on the application and approved for such use.
 - c. The city health department shall establish a course of instruction on the handling of wastewater effluent and shall issue a certificate to each driver or handler who completes such course. Every driver or handler shall be so certified prior to receiving any effluent water from the city.
 - d. Effluent water shall be used as soon as possible to prevent regrowth of bacteria. Permittees shall check effluent water in their units not less than every four hours for chlorine residual and bacteria levels, except for effluent stored in fixed-site containers which shall be checked not less than every eight hours.
 - e. Chlorine residuals shall be maintained at one milligram per liter (parts per million)[1 mg/l(ppm)], consistent throughout the effluent container.
 - f. Average fecal coliform (bacteria) levels shall not exceed 200 counts/100 ml.
 - g. Effluent containers, including those used for storage, shall be subject to inspection and approval of the city health department, whose inspectors are hereby authorized to prohibit the use of any container or effluent water which is determined to be outside the parameters established in this section or is otherwise determined to present a danger to the public health.
 - h. Every permittee shall provide proof of and shall maintain in force a policy of comprehensive general liability insurance covering personal injury and property damage with minimum limits of liability for personal injury in the amounts of \$100,000.00 per person and \$300,000.00 per occurrence and for property damage in the amount of \$50,000.00; or shall maintain a policy of general business liability insurance with a contractual liability endorsement; and shall maintain a policy of automobile liability insurance in the minimum amounts set by state law.

- i. By acceptance of a permit under this section and/or receipt of effluent water from the city system, the permittee and/or recipient of such effluent agree to fully indemnify, save and hold harmless, the city, its agents and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to person or property in any way related to or in connection with the use or distribution of effluent water under this section.
- j. Permittees shall provide a written notice to every person to whom effluent is furnished which shall state in not less than ten-point type, substantially as follows:

CAUTION

You are hereby advised that effluent water is the discharged water from a sewage treatment plant. The Director of Public Health has determined that improper use or handling could be harmful and recommends the following precautions:

1. Do not use effluent water for drinking, bathing, or personal hygiene purposes.
 2. Do not use effluent water for washing autos, clothes, or other personal contact items.
 3. Do not use effluent water in swimming pools or for similar recreational uses.
 4. Do not allow children to play on grass wet with effluent water, wait until it dries.
 5. Do not use effluent which has been stored for more than four hours unless the chlorine residual level has been tested and is not less than, one part per million [1 mg/l(ppm)].
 6. Application of effluent shall be by coarse stream and shall not be by fine spray.
- (7) Violation of any of the cautions herein set forth, by any person, shall be a violation of this Division. Violation of any of the provisions of this section, in addition to the general penalties provided in this Division, shall result in denial or revocation of any such violator's effluent distribution permit.

Secs. 66-81—66-85. - Reserved.

ORDINANCE NO. 2025 - _____

AN ORDINANCE REPEALING AND REPLACING CHAPTER 66, ARTICLE II, DIVISION 4 WATER CONSERVATION – DROUGHT CONTINGENCY PLAN FOR THE CITY OF INGLESIDE, TEXAS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ADOPTION; PROVIDING A REPEALER CLAUSE; AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING, AND SEVERANCE.

WHEREAS, on June 13, 2019, the City Council of the City of Ingleside (“City Council”) adopted Ordinance No. 2019-16, adopting and codifying the San Patricio Municipal Water District’s 2019 Drought Contingency Plan; and

WHEREAS, the San Patricio Municipal Water District (the “District”) is required to review and update, as appropriate, its drought contingency plan at least every five years based on new or updated information, such as the adoption or revision of the regional water plan; and

WHEREAS, in accordance with its requirements, the San Patricio Municipal Water District adopted an amended drought contingency plan on April 8, 2025; and

WHEREAS, by contract with the San Patricio Municipal Water District, the City of Ingleside is obligated to impose similar drought contingency and water conservation measures as those instituted by the District and subsequently, the City’s contractual partners are required to do the same; and

WHEREAS, the City Council, consequently, desires to update its water conservation and a drought contingency plan.

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

Section 1. Incorporation. The above and foregoing premises are true and correct and incorporated herein and made part hereof for all purposes.

Section 2. Adoption. Chapter 66, Article II, Division 4 – Water Conservation—Drought Contingency Plan of the Municipal Code of Ordinances is hereby repealed and replaced with the Drought Contingency Plan of the City of Ingleside attached as hereto as **Exhibit “A”** and incorporated for all purposes.

Section 3. Repealer. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this Ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication

of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 5. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this Ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 6. Severance. If any part of this Ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this Ordinance and said invalidity shall not affect the balance of this Ordinance, the balance of the Ordinance to be read as if said invalid or void portion thereof were not included.

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: _____

Second Reading: _____

EXHIBIT “A”

DRAFT

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 11

Deliberate and take appropriate action on the first reading of an Ordinance regarding a City of Ingleside rezone of property generally located at Highway 361 and Avenue B, further described in the legal description below, from R-1 - Single Family Residential to I - Industrial:

A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Jana Stork, City Secretary

BACKGROUND:

The city-initiated rezoning of approximately 299.77 acres from the current zone of (R-1) Single Family Residential District to (I) Industrial District is requested to conform with the City of Ingleside Comprehensive Plan. In addition, the City Council, at its regular scheduled meeting on January 14, 2025, directed city staff to begin the process of re-zoning tracts or property annexed into the City of Ingleside from temporary residential zoning in accordance with the City of Ingleside Comprehensive Plan. Motion carried with all present voting in favor.

The City of Ingleside Code of Ordinance states in Chapter 78 Zoning – Section 78-119 – Newly annexed area: All territory annexed to the city shall be temporarily classified as R-1 Single Family Residential district, until permanently zoned by the city council. The planning and zoning commission shall, as soon as practicable after annexation of any territory, recommend to the city council a plan for permanent zoning in the area. The procedure to be followed for adoption shall be the same as is provided by law for the adoption of original zoning regulations.

In this case, the property in question was initially zoned (R-1) Single Family Residential District and the annexation of the general area of the property was established in 1998.

The property's current zoning map, future land use map, and master transportation plan were

reviewed for compliance. The property northeast of the subject tract is zoned I-Industrial as well as properties along the southern boundary of the property. The properties east of the subject tract are zoned R1-Single Family and properties to the west have a temporary zoning designation of R-1-Single Family due to annexation.

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

The industrial district provides for industrial operations authorized under section 78-266. Please see the attached Chapter 78 – Zoning – Division 14. Industrial District – Section 78-266. Permitted uses.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

The Planing and Zoning Commission considered the request to rezone the property on May 19, 2025, and voted 4 to 2 in favor of the rezone request.

Based on our review of the existing zoning map and future land use map, staff recommends approval of the rezoning to be in compliance with the Ingleside Comprehensive Plan.

ATTACHMENTS:

1. Location Map
2. Zoning Map
3. Future Land Use map designation
4. City Code DIVISION 14. I INDUSTRIAL DISTRICT
5. Inside_ExxonMobile Pipeline Co to Port of Texas_SWD_#728165
6. Ingleside_ExxonMobil Pipeline Co to Port of Texas_SWD_#728166
7. #667 - Voting Record_Signed
8. DOCS1-#351465-v1-Revsied_#667_- Ordinance v5

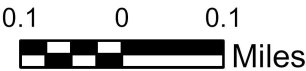


City of Ingleside
Rezoning
Aerial Map

- Legend
-  Case Area
 -  Parcels

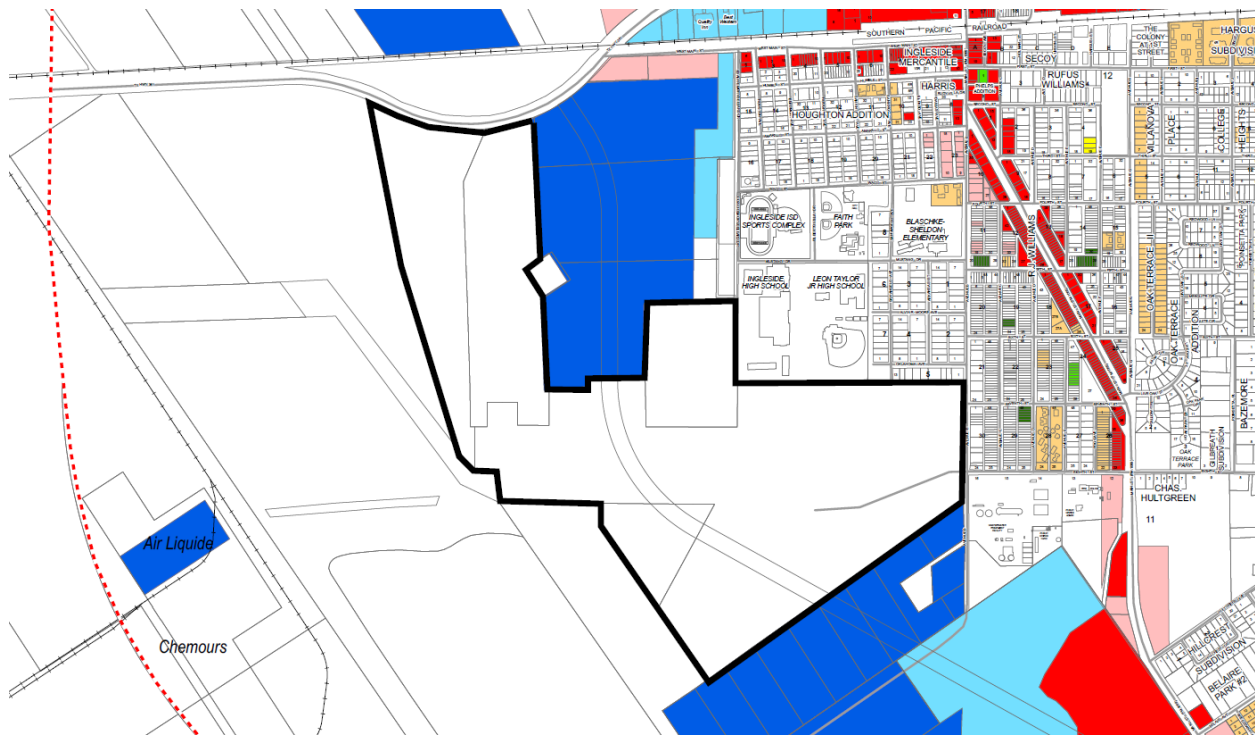
Date: 05/27/2025

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



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

The property northeast of the subject tract is zoned I-Industrial as well as properties along the southern boundary of the property. The properties east of the subject tract are zoned R1-Single Family and properties to the west have a temporary zoning designation of R-1-Single Family due to annexation.



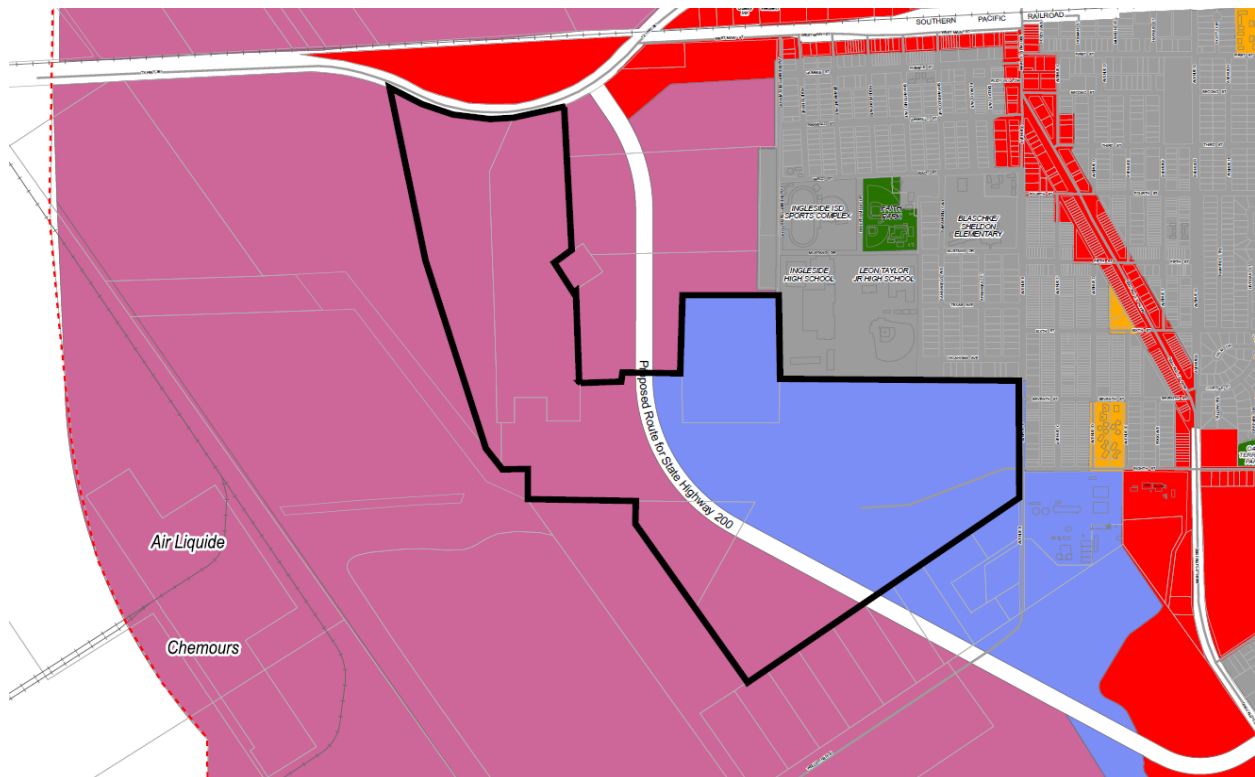
City of Ingleside Zoning

Legend

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

Future Land Use Map

The Future Land Use map designates the area west of proposed SH 200 to be for Heavy Industrial (HI) use and the area to the east of SH 200 to be for Light Industrial (LI) use.



CITY OF INGLESIDE FUTURE LAND USE MAP

Legend

Land Use Designation

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

DIVISION 14. I INDUSTRIAL DISTRICT

Sec. 78-266. Permitted uses.

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

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

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

Jute, hemp, and sisal products.

Linoleum and other hard surface floor covering, except wood.

Nylon.

Oilcloth, oil treated products and artificial leather.

Rayon.

Shoddy.

Wool pulling or scouring.

f. Wood and paper products, as follows:

Excelsior.

Paper and paperboard (from paper machines only).

Sawmill, including cooperage stock mill.

Wallboard.

g. Unclassified industries, as follows:

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

Rubber tire and tube.

Shell grinding.

h. Unclassified uses, as follows:

Airports and landing fields.

Bag cleaning.

Boat manufacture.

Coal pocket.

Oil, vegetable and animal (nonedible) and storage.

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

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

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

Salt tanning materials and allied products.

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

Tar products, except distillation.

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

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-267. Intensive uses.

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

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

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

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-268. Height and area regulations.

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

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

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-269. Parking and loading regulations.

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

(Ord. No. 2023-27, § 1, 12-12-23)

Secs. 78-270—78-280. Reserved.

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF SAN PATRICIO §

THAT, the undersigned, **EXXON MOBIL CORPORATION**, a New Jersey corporation, whose mailing address is 22777 Springwoods Village Pkwy, Spring, Texas 77389 [the "Grantor"], as of the 16 day of November, 2022 (the "Effective Date") has executed this instrument for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration, to it in hand paid by **PORT OF TEXAS, LP f/k/a The Port of Corpus Christi, LP**, a Texas limited partnership, whose mailing address is P. O. Box 868, Corpus Christi, Texas 78403 [the "Grantee"], the receipt and sufficiency of which is hereby acknowledged and confessed.

NOW, THEREFORE, for and in consideration as aforesaid subject to the reservations from and exceptions to conveyance and warranty herein stated, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee all that certain tract or parcel of land, together with all improvements, if any, located thereon, lying and being situated in the County of San Patricio, State of Texas:

A tract of 89.75 acres of land being more particularly described by metes and bounds on **Exhibit "A"** attached hereto (the "Property"),

Said Property being the same land that is the subject of that certain Special Warranty Deed, dated May 26, 2017, executed by The Port of Corpus Christi, LP in favor of Grantor, said instrument being recorded under Clerk's File No. 667116 in the Deed Records of San Patricio County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. **Permitted Encumbrances.** Any and all (i) valid and subsisting easements, rights-of way, covenants, restrictions, exceptions and other encumbrances of record, (ii) all lawfully enacted and legally binding and enforceable building and land use ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property, and (iii) any other rights in or encumbrances on the Property which are

evident by a physical inspection of the Property.

2. Taxes. Taxes and assessments for the year 2022 are prorated as of the Effective Date, and Grantee assumes the payment of such taxes and assessments from and after the Effective Date.

3. Oil, Gas and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights. Grantor excepts herefrom and reserves unto itself, its successors and assigns, and its predecessors in title in accordance with its or their respective interests of record, all oil, gas and other minerals of every character in, on or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said land for exploring and drilling for and producing and mining such oil, gas and other minerals; provided that Grantor shall have and hereby reserves the right to drill under and through the subsurface of land at the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the land conveyed hereby and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the lands conveyed hereby.

4. **ACKNOWLEDGEMENT OF PRIOR USE AND CERTAIN SITE CONDITIONS.** GRANTEE ACKNOWLEDGES THAT (1) FROM IN OR AROUND 1925 THROUGH 1945 THE PROPERTY OR PORTIONS THEREOF, WAS USED FOR PETROLEUM REFINING PURPOSES; (2) THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO SOIL, SUBSOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY CONTAIN CERTAIN PETROLEUM BASED PRODUCTS, DERIVATIVES AND OTHER CHEMICALS; (3) THE PROPERTY MAY CONTAIN ASBESTOS, LEAD, POLY CHLORINATED BYPHENOLS ("PCBs"), NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"), BENZENE, CREOSOTE, ARSENIC, AND OTHER REGULATED SUBSTANCES AS A RESULT OF OR RELATED TO PRIOR OPERATIONS, USES AND ACTIVITIES; AND (4) THE PROPERTY MAY CONTAIN, WHETHER ACTIVE OR INACTIVE OR WHETHER ABOVE OR BELOW GROUND: TANKS, PIPELINES, PIPES, LINES, WELLS, PITS, PONDS, TILE DRAINS, STEEL, PVC, FIBERGLASS, WOOD, DRAINS AND CONVEYANCES (COLLECTIVELY "LINES"). THE LINES MAY CONTAIN PETROLEUM HYDROCARBONS AND MAY BE COATED WITH LEAD-BASED PAINT AND/OR ASBESTOS-CONTAINING INSULATION OR WRAPPING.

5. **Texas Commission on Environmental Quality Voluntary Clean-Up Program No. 2646.** As a material part of the consideration of the conveyance of the Property, Grantee will continue with its participation in TCEQ's Voluntary Clean-Up Program No. 2646 until a Certificate of Completion has been received.

6. **Declaration of Covenants, Conditions, Restrictions and Deed Notice.** The Property is subject to those certain Declaration of Covenants, Conditions, Restrictions and Deed Notice dated of even date hereof restricting the Property against certain uses, **including but not limited to against residential or groundwater uses.**

7. **Rights of Access.** Grantor reserves to itself and its affiliates and their respective employees, agents, and contractors the right of access to the Property, at no cost to Grantor to (i) inspect all construction, remediation and disposal activities being done by Grantee or Grantee's contractors in connection with the assessment and remediation of the Property until issuance of Certificate of Completion for the Property is received from the Texas Commission on Environmental Quality, and (ii) in the event Grantor is required by any governmental authority or regulatory or judicial authority, whether federal, state or local to investigate the condition of the Property.

8. **"AS IS, WHERE IS" CONDITION.** EXCEPT FOR THE LIMITED SPECIAL WARRANTY CONTAINED HEREIN, GRANTEE ACCEPTS THE PROPERTY IN ITS CURRENT, "AS IS, WHERE IS" CONDITION. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING OUT OF THIS SPECIAL WARRANTY DEED, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS SPECIAL WARRANTY DEED.

TO HAVE AND TO HOLD, except as to the Reservations from and Exceptions to Conveyance and Warranty, the above-described Property, together with all and singular the rights and appurtenances thereto, unto the said Grantee, its successors and assigns forever. Grantor does hereby bind itself **TO WARRANT AND FOREVER DEFEND** all and singular the said Property unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise except as to the Reservations from and Exceptions to Conveyance and Warranty. *Notwithstanding anything herein to the contrary, Grantor's special warranty of title to Grantee is limited to the amount of the consideration paid to it as of the Effective Date.*

The Parties acknowledge and agree that (i) any recitals set forth above are incorporated herein for all purposes, (ii) the captions beside the numbered paragraphs of this instrument are for convenience only and do not limit, enlarge, modify or otherwise affect this Special Warranty Deed, and (iii) when the context requires, singular nouns and pronouns shall include the plural.

THE PARTIES acknowledge and agree that the reservations, covenants, restrictions and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, as set forth in this Special Warranty Deed, (i) are reasonable in their purpose, (ii) touch and concern the Property, (iii) are covenants running with the land making up the Property, and (iv) shall be binding on Grantor and Grantee and each of their respective successors and assigns forever.

This Special Warranty Deed is effective as of the Effective Date above.

[SIGNATURE PAGES FOLLOW.]

[Grantor's Signature Page.]

GRANTOR:

EXXON MOBIL CORPORATION

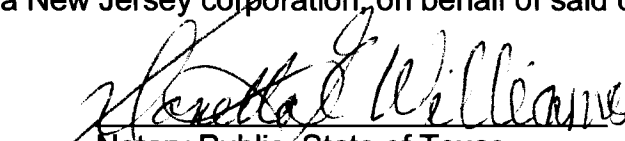
By: 
Name: Maria M. Quezada
Agent and Attorney-in-Fact

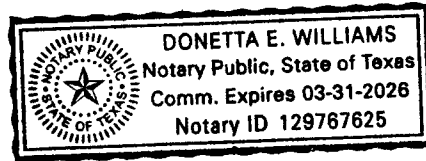
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 14 day of November, 2022, by Maria M. Quezada, as Agent and Attorney-in-Fact of **EXXON MOBIL CORPORATION**, a New Jersey corporation, on behalf of said corporation.


Notary Public, State of Texas



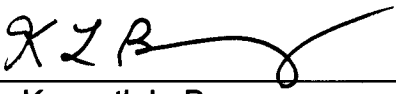
[Grantee's Signature Page.]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the restrictions, covenants, and conditions set forth herein, all of which will be binding upon Grantee, its successors or assigns.

GRANTEE:

PORT OF TEXAS, LP

By: Becon International, Inc., its General Partner

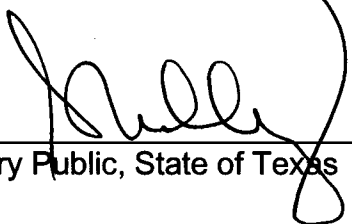
By: 
Kenneth L. Berry
President

STATE OF TEXAS

COUNTY OF Mueces

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§
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This instrument was acknowledged before me on the 16 day of November, 2022, by Kenneth L. Berry, President of Becon International, Inc., General Partner of **PORT OF TEXAS, LP**, on behalf of said limited partnership.


Notary Public, State of Texas

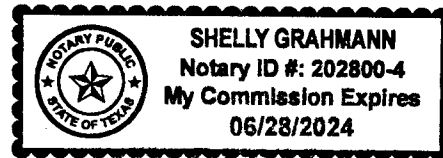


EXHIBIT A

To Special Warranty Deed

PROPERTY DESCRIPTION

**San Patricio Appraisal District Nos. 2139-0262-0000-004 & 2139-0262-0000-049
San Patricio County Tax Parcel ID Nos. 78729 and 115773**

A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 5/8 inch iron rod on the south right-of-way line of Texas State Highway 361, for the northwest corner of a 117.87 acre tract, as recorded in Document Number 628374, Deed Records, San Patricio County, Texas, and the northeast corner of a 45.67 acre tract as recorded in Document Number 576404, Deed Records, San Patricio County, Texas, and for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 29°52'00" West, with the west line of said 117.87 acre tract, same being the east line of said 45.67 acre tract, a distance of 1395.42 feet to a 5/8 inch iron rod found on the north line of the Drill Site No. 2, which is recorded in Document Number 190569, Deed Records, San Patricio County, Texas, for a corner of the herein described tract;

THENCE South 88°53'24" West, with the northwest line of said Drill Site #2, same being the east line of said 45.67 acre tract, a distance of 212.13 feet to a 5/8" iron rod found for the northwest corner of said Drill Site No. 2, and for an interior corner of the herein described tract;

THENCE South 01°04'48" East, with the southwest line of said Drill Site #2, same being the east line of said 45.67 acre tract, a distance of 330.00 feet to a 5/8 inch iron rod found for the south corner of said Drill Site No. 2, and for an interior corner of the herein described tract;

THENCE North 88°55'12" East, with the southeast line of said Drill Site No. 2, same being the east line of said 45.67 acre tract, a distance of 14.41 feet to a 5/8" iron rod found for a corner of the herein described tract, said rod also being on the west line of 117.87 acre tract;

THENCE South 29°51'43" West, with the west line of said 117.87 acre tract, same being the east line of said 45.67 acre tract, a distance of 920.81 feet to a found fence corner post for the northwest corner of a 5.54 acre tract, described as Tract No. 2, as recorded

in Volume 326, Page 475, Deed Records, San Patricio County, Texas, for a corner of said 45.67 acre tract and for the herein described tract;

THENCE South 33°10'44" West, with the west line of said 5.54 acre tract, same being the east line of said 45.67 acre tract, a distance of 337.30 feet to a found fence corner post for the an interior corner of said 5.54 acre tract and an interior corner of said 45.67 acre tract and the south east corner the herein described tract.

THENCE North 56°50'17" West, with the most westerly north line of said 5.54 acre tract, same being the a south line of said 45.67 acre tract a distance of 311.03 feet to a found fence corner post for the southeast corner a 1.57 acre tract, as recorded in Volume 339, Page 194, Deed Records, San Patricio County, Texas, and for an interior corner of said 45.67 acre tract and of the herein described tract.

THENCE North 33°24'59" East, with the east line of said 1.57 acre tract, same being and interior line of said 45.67 acre tract, a distance of 225.09 feet to a 5/8" iron rod found for the northeast corner of said 1.57 acre tract, and for an interior corner of said 45.67 acre tract and of the herein described tract.

THENCE North 56°48'19" West, with the north line of said 1.57 acre tract, and a south line of said 45.67 acre tract, a distance of 300.69 feet to a found fence corner post for the northwest corner of said 1.57 acre tract, and for an interior corner of said 45.67 acre tract and of the herein described tract.

THENCE South 33°04'37" West, with the west line of said 1.57 acre tract, and an interior line of said 45.67 acre tract, a distance of 241.28 feet to a 5/8" iron rod found for the southwest corner of said 1.57 acre tract, and for an interior corner of said 45.67 acre tract and of the herein described tract.

THENCE North 57°08'33" West, a distance of 122.61 feet to a found fence corner post for the northwest corner of a 9.22 acre tract, described as Tract No. 3, as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas, and for an interior corner of said 45.67 acre tract and of the herein described tract.

THENCE South 33°00'30" West, a distance of 441.52 feet to a 5/8" iron rod found for the south corner of said 45.67 acre tract, said point being on the east line of a 336.36 acre tract, as recorded in Document Number 374133, Deed Records, San Patricio County, Texas, and for the south corner of the herein described tract.

THENCE North 04°10'41" West, with the most westerly line of said 45.67 acre tract, a distance of 181.52 feet to a 5/8" iron rod found for the most westerly corner of said 45.67 acre tract, and for a corner of the herein described tract.

THENCE North 04°00'17" West, with the east line of said 336.36 acre tract, a distance of 64.58 feet to a 5/8" iron rod found for the most southerly corner of a 165.385 acre tract,

as recorded in Document Number 490143, Deed Records, San Patricio County, Texas, and for a corner of the herein described tract.

THENCE North 15°51'45" East, with the east line of said 165.385 acre tract, a distance of 1900.30 feet to a 5/8" iron rod found for a corner of said 165.385 acre tract and a corner of the herein described tract.

THENCE North 21°11'45" East, with the east line of said 165.385 acre tract, a distance of 1681.16 feet to a 5/8" iron rod found on the south right-of-way line of said SH 361, for northeast corner of said 165.385 acre tract and the northwest corner of the herein described tract, same being the beginning of a curve to the right with a radius of 1820.08 feet, a chord direction of South 30°49'35" East, a chord distance of 174.67 feet and an arc length of 174.73 feet.

THENCE, with said curve to the right, same being said south right-of-way line, an arc length of 174.73 feet to a TXDOT Concrete Monument found for a corner of the herein described tract and the beginning a of a reverse curve to the left having a radius of 1727.28 feet, a chord direction of South 53°30'46" East, a chord distance of 1484.66 feet and an arc length of 1534.64 feet.

THENCE, with said curve to the left, same being said south right-of-way line, an arc length of 1534.64 feet, to the **POINT OF BEGINNING** and containing 89.75 acres.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

Certified by:

Stacey King Mora, Texas R.P.L.S. Registration No. 6166

Naismith Engineering, Inc.

TBPE F#355 TBPLS F# 100395-00

Dated May 5, 2015

**San Patricio County
Gracie Alaniz-Gonzales
San Patricio County Clerk**

Instrument Number: 728165

eRecording - Real Property

DEED

Recorded On: November 17, 2022 11:22 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$58.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 728165
Receipt Number: 20221117000019
Recorded Date/Time: November 17, 2022 11:22 AM
User: Janie F
Station: cclerkdeeds1-pc

Record and Return To:

SIMPLIFILE



STATE OF TEXAS

San Patricio County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of San Patricio County, Texas**

Gracie Alaniz-Gonzales
San Patricio County Clerk
San Patricio County, TX



NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF SAN PATRICIO §

THAT, the undersigned, **EXXONMOBIL PIPELINE COMPANY LLC**, a Delaware limited liability company, whose mailing address is 22777 Springwoods Village Pkwy, Spring, Texas 77389 [the "Grantor"], as of the 16 day of November, 2022 (the "Effective Date") has executed this instrument for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration, to it in hand paid by **PORT OF TEXAS, LP f/k/a The Port of Corpus Christi, LP**, a Texas limited partnership, whose mailing address is P. O. Box 868, Corpus Christi, Texas 78403 [the "Grantee"], the receipt and sufficiency of which is hereby acknowledged and confessed.

NOW, THEREFORE, for and in consideration as aforesaid subject to the reservations from and exceptions to conveyance and warranty herein stated, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee all that certain tract or parcel of land, together with all improvements, if any, located thereon, lying and being situated in the County of San Patricio, State of Texas:

A tract of 210.02 acres of land being more particularly described by metes and bounds on **Exhibit "A"** attached hereto (the "Property"),

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. **Permitted Encumbrances.** Any and all (i) valid and subsisting easements, rights-of way, covenants, restrictions, exceptions and other encumbrances of record, (ii) all lawfully enacted and legally binding and enforceable building and land use ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property, and (iii) any other rights in or encumbrances on the Property which are evident by a physical inspection of the Property.

2. **Taxes.** Taxes and assessments for the year 2022 are prorated as of the Effective Date, and Grantee assumes the payment of such taxes and assessments from and after the Effective Date.

3. Oil, Gas and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights. Grantor excepts herefrom and reserves unto itself, its successors and assigns, and its predecessors in title in accordance with its or their respective interests of record, all oil, gas and other minerals of every character in, on or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said land for exploring and drilling for and producing and mining such oil, gas and other minerals; provided that Grantor shall have and hereby reserves the right to drill under and through the subsurface of land at the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the land conveyed hereby and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the lands conveyed hereby.

4. **ACKNOWLEDGEMENT OF PRIOR USE AND CERTAIN SITE CONDITIONS.** GRANTEE ACKNOWLEDGES THAT (1) FROM IN OR AROUND 1920s THROUGH 1995 THE PROPERTY OR PORTIONS THEREOF, WAS USED FOR CRUDE OIL TERMINAL PURPOSES; (2) THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO SOIL, SUBSOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY CONTAIN CERTAIN PETROLEUM BASED PRODUCTS, DERIVATIVES AND OTHER CHEMICALS; (3) THE PROPERTY MAY CONTAIN ASBESTOS, LEAD, POLYCHLORINATED BYPHENOLS ("PCBs"), NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"), BENZENE, CREOSOTE, ARSENIC, AND OTHER REGULATED SUBSTANCES AS A RESULT OF OR RELATED TO PRIOR OPERATIONS, USES OR ACTIVITIES; AND (4) THE PROPERTY MAY CONTAIN, WHETHER ACTIVE OR INACTIVE OR WHETHER ABOVE OR BELOW GROUND: TANKS, PIPELINES, PIPES, LINES, WELLS, PITS, PONDS, TILE DRAINS, STEEL, PVC, FIBERGLASS, WOOD, DRAINS AND CONVEYANCES (COLLECTIVELY "LINES"). THE LINES MAY CONTAIN PETROLEUM HYDROCARBONS AND MAY BE COATED WITH LEAD-BASED PAINT AND/OR ASBESTOS-CONTAINING INSULATION OR WRAPPING.

5. **Railroad Commission of Texas Voluntary Clean-Up Program No. 04-21003.** As a material part of the consideration of the conveyance of the Property, Grantee will continue with its participation in the Voluntary Clean-Up Program of the Railroad Commission of Texas until a Certificate of Completion has been received.

6. **Declaration of Covenants, Conditions, Restrictions and Deed Notice.** The Property is subject to those certain Declaration of Covenants, Conditions, Restrictions and Deed Notice dated of even date hereof restricting the Property against certain uses, **including but not limited to against residential or groundwater uses.**

7. **Rights of Access.** Grantor reserves to itself and its affiliates and their respective employees, agents, and contractors the right of access to the Property, at no cost to Grantor to (i) inspect all construction, remediation and disposal activities being done by Grantee or Grantee's contractors in connection with the assessment and remediation of the Property until issuance of a Certificate of Completion for the Property is received from the Railroad Commission of Texas, and (ii) in the event Grantor is required by any governmental authority or regulatory or judicial authority, whether federal, state or local to investigate the condition of the Property.

8. **"AS IS, WHERE IS" CONDITION.** EXCEPT FOR THE LIMITED SPECIAL WARRANTY CONTAINED HEREIN, GRANTEE ACCEPTS THE PROPERTY IN ITS CURRENT "AS IS, WHERE IS" CONDITION. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING OUT OF THIS SPECIAL WARRANTY DEED, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS SPECIAL WARRANTY DEED.

TO HAVE AND TO HOLD, except as to the Reservations from and Exceptions to Conveyance and Warranty, the above-described Property, together with all and singular the rights and appurtenances thereto, unto the said Grantee, its successors and assigns forever. Grantor does hereby bind itself **TO WARRANT AND FOREVER DEFEND** all and singular the said Property unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty. *Notwithstanding anything herein to the contrary, Grantor's special warranty of title to Grantee is limited to the amount of the consideration paid to it as of the Effective Date.*

The Parties acknowledge and agree that (i) any recitals set forth above are incorporated herein for all purposes, (ii) the captions beside the numbered paragraphs of this instrument are for convenience only and do not limit, enlarge, modify or otherwise affect this Special Warranty Deed, and (iii) when the context requires, singular nouns and pronouns shall include the plural.

THE PARTIES acknowledge and agree that the reservations, covenants, restrictions and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, as set forth in this Special Warranty Deed, (i) are reasonable in their purpose, (ii) touch and concern the Property, (iii) are covenants running with the land making up the Property, and (iv) shall be binding on Grantor and Grantee and each of their respective successors and assigns forever.

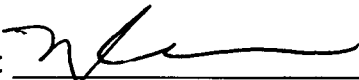
This Special Warranty Deed is effective as of the Effective Date above.

[SIGNATURE PAGES FOLLOW]

[Grantor's Signature Page.]

GRANTOR:

EXXONMOBIL PIPELINE COMPANY LLC

By: 
Name: Maria M. Quezada
Agent and Attorney-in-Fact

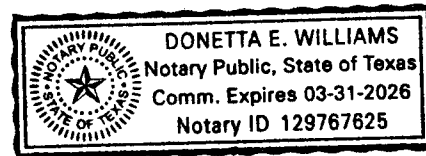
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 14 day of November 2022, by Maria M. Quezada, as Agent and Attorney-in-Fact of **EXXONMOBIL PIPELINE COMPANY LLC**, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



[Grantee's Signature Page.]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the restrictions, covenants, and conditions set forth herein, all of which will be binding upon Grantee, its successors or assigns.

GRANTEE:

PORT OF TEXAS, LP

By: Becon International, Inc., its General Partner

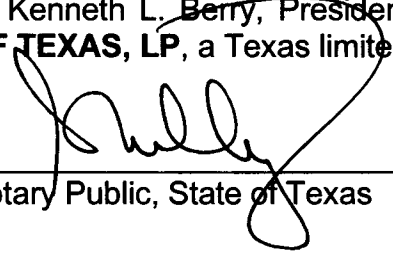
By: 
Kenneth L. Berry
President

STATE OF TEXAS

COUNTY OF Pres

§
§
§

This instrument was acknowledged before me on the 16 day of November 2022, by Kenneth L. Berry, President of Becon International, Inc., General Partner of **PORT OF TEXAS, LP**, a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

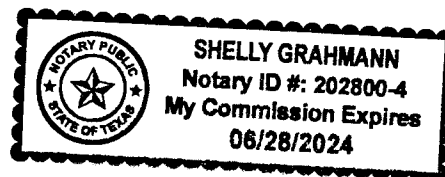


EXHIBIT A

To Special Warranty Deed

PROPERTY DESCRIPTION

**BEING A 210.02 ACRE TRACT
SAN PATRICIO COUNTY, TEXAS**

A 210.02 acre tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475 , Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas; Said 210.02 acre tract being more particularly described as follows;

BEGINNING at a found 5/8" iron rod for northeast corner of said 28.62 acre tract;

THENCE South 33°05'04" West, a distance of 758.82 feet to a calculated point for the northwest corner of said 1.61 acre tract and an inside corner of the herein described tract;

THENCE South 57°00'31" East, at a of distance of 1345.05 feet, pass a found 2" iron pipe for the northwest corner of said 48.18 acer tract, continue for a total distance of 1488.59 feet to a calculated point for the northwest corner of a 60 foot by 80 foot lift station, as recorded in Volume 340, Page 1, Deed Records, San Patricio County, Texas, and an inside corner of the herein described tract;

THENCE South 32°59'29" West, a distance of 80.00 feet to a calculated point for the southwest corner of said lift station and an inside corner of the herein described tract;

THENCE South 57°00'31" East, a distance of 60.00 feet to a calculated point for the southeast corner of said lift station and an inside corner of the herein described tract;

THENCE North 32°59'29" East, a distance of 80.00 feet to a calculated point for the northeast corner of said lift station and an inside corner of the herein described tract;

THENCE South 57°00'31" East, a distance of 689.03 feet to a calculated point for northeast corner of said 48.18 acre tract and the most northeasterly corner of the herein described tract;

THENCE South 33°00'08" West, a distance of 1153.00 feet to a calculated point for the

southeast corner of said 48.18 acre tract and the southeast corner of the herein described tract;

THENCE South 88°09'33" West, a distance of 3080.11 feet to a found 1" iron pipe, for the south corner of said remainder of a 50.91 acre tract, and the south corner of the herein described tract;

THENCE North 01°39'57" West, a distance of 1787.00 feet to a calculated point for a corner of said remainder of 50.91 acre tract and an outer corner of the herein described tract;

THENCE North 32°42'27" East, a distance of 270.14 feet to a calculated point for the most southwesterly corner of said 9.22 acre tract and an inner corner of the herein described tract;

THENCE North 56°48'37" West, a distance of 1279.83 feet to a calculated point for the west corner of said remainder of a 46.81 acre tract and the west corner of the herein described tract;

THENCE North 33°32'02" East, a distance of 271.64 feet to a found 5/8" iron rod for the south corner of a 89.75 acre tract recorded in Document No. 667116, Deed Records San Patricio County, Texas and for a corner of the herein described tract;

THENCE North 33°00'30" East, a distance of 441.52 feet to a found fence corner for an inside corner of said 89.75 acre tract and an outside corner of the herein described tract;

THENCE South 57°08'33" East, at a distance of 122.61 feet pass a found 5/8" iron rod for the southwest corner of a 1.57 acre tract as recorded in Volume 339, Page 194, Deed Records, San Patricio County, Texas; continue for a total distance of 182.67 to a calculated point for a corner of said 5.54 acre tract and an inside corner of the herein described tract;

THENCE North 33°56'55" East, a distance of 15.70 feet to a calculated point for a corner of said 5.54 acre tract and an outside corner of the herein described tract;

THENCE South 56°50'17" East, at a distance of 239.58 feet pass a found 5/8" iron rod for the southeast corner of said 1.57 acre tract, in all a distance of 550.09 to a found fence corner for an inside corner of said 89.75 acre tract, an inside corner of said 5.54 acre tract, and an inside corner of the herein described tract;

THENCE North 33°10'44" East, a distance of 337.30 feet to a found fence corner for the northwest corner of said 5.54 acre tract, an inside corner of said 89.75 acre tract and an inside corner of the herein described tract;

THENCE South 59°45'11" East, a distance of 418.19 feet to found fence corner for an inside corner of said 5.54 acre tract and an inside corner of the herein described tract;

THENCE North 33°22'14" East, a distance of 91.04 feet to a found fence corner for an outside corner of said 5.54 acre tract and an outside corner of the herein described tract;

THENCE South 56°47'31" East, a distance of 557.26 feet to a found fence corner for an inside corner of said 28.62 acre tract and an inside corner of the herein described tract;

THENCE North 33°07'30" East, a distance of 754.27 feet to a calculated point for the northwest corner of said 28.62 acre tract and the most northwesterly corner of the herein described tract;

THENCE South 56°54'25" East, a distance of 875.28 feet to the **POINT OF BEGINNING** and containing 210.02 acres of land, or 9,148,488 square feet.

NOTE; ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

Stacey King Mora, RPLS
Registered Professional Land Surveyor
Texas Registration No. 6166
Hanson Professional Services Inc.
TBPE F#417 TBPLS F# 100395-00
November 14, 2022

**San Patricio County
Gracie Alaniz-Gonzales
San Patricio County Clerk**

Instrument Number: 728166

eRecording - Real Property

DEED

Recorded On: November 17, 2022 11:22 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 728166
Receipt Number: 20221117000019
Recorded Date/Time: November 17, 2022 11:22 AM
User: Janie F
Station: cclerkdeeds1-pc

Record and Return To:

SIMPLIFILE



STATE OF TEXAS

San Patricio County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of San Patricio County, Texas**

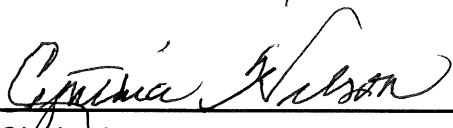
Gracie Alaniz-Gonzales
San Patricio County Clerk
San Patricio County, TX

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

DATE: 05/19/2025

NO. 667

			DESCRIPTION
THIS APPLICATION ____ REQUIRES <u>X</u> DOES NOT REQUIRE A SUPER MAJORITY VOTE BY CITY COUNCIL.	P R E S E N T O R A B S E N T	V O T E	DELIBERATE AND TAKE APPROPRIATE ACTION ON A CITY OF INGLESIDE REZONE OF PROPERTY GENERALLY LOCATED AT HIGHWAY 361 AND AVENUE B, FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, FROM R-1 - SINGLE FAMILY RESIDENTIAL TO I – INDUSTRIAL. A COMBINED TOTAL OF 299.77 ACRES CONSISTING OF AN 89.75 ACRE TRACT OF LAND, AS DESCRIBED IN FILE NUMBER 728165 (FILED NOV. 17, 2022), DEED OF RECORDS, SAN PATRICO COUNTY, TEXAS AND A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.
ALAN BEAUBIEN (Place #1 - 12/31/25) 2ND Term	P	Y	<u>PUBLIC HEARING NOTES</u> At 6:09 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ (Place #2 - 12/31/25) 1ST Term	A	-	Speaking For: None Speaking Against: Beverly Matthews, 2521 Ave B
			Packet Page 118 of 291 At 6:13 p.m. Chairman Wilson closed the Public

CONNOR BROWN <i>(Place # 3 - 12/31/25)</i> 2ND Term	P	N	Hearing and reconvened the Planning and Zoning Commission Meeting. There were no calls or letters of objection.
JEREMY LONG <i>(Place #4 - 12/31/26)</i> 1st Term	P	Y	Motion: Commission Member Trevino made a motion to recommend to City Council approval of the City initiated request to rezone the property described above from R-1 – Single Family Residential to I – Industrial. Commission Member Long seconded the motion. Motion carried with 4 for, 2 against, and 0 abstaining.
RICARDO TREVINO JR <i>(Place # 5 - 12/31/26)</i> 1st Term	P	Y	
SARAH CRUMBLEY <i>(Place #6 - 12/31/26)</i> 1ST Term	P	Y	
CYNTHIA WILSON <i>(Place #7 - 12/31/26)</i> 2ND Term	P	N	 Chairman May 19, 2025 Date

ORDINANCE NO. 2025-_____

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

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

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

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

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

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

WHEREAS, after complying with the statutory publication and notification requirements, on May 19, 2025, the Ingleside Planning and Zoning Commission (“Commission”) conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, has provided a recommendation to the City Council to rezone the above referenced properties from R-1 (Single Family Residential) to I (Industrial); and,

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

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

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

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

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

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

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

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

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: May 27, 2025

Second Reading: _____

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 12

Deliberate and take appropriate action on the first reading of an Ordinance to Repeal and Replace the Existing Drought Contingency Plan in Chapter 66, Article II, Division 4 of the Ingleside Code of Ordinances, with an Updated Plan Aligned with the San Patricio Municipal Water District, Including Provisions for Enforcement and Penalties for Noncompliance.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

According to TCEQ rules, a drought contingency plan must be adopted by a water purveyor to establish guidelines to be followed in the event of a drought. This plan must be revised every 5 years as per TCEQ. San Patricio Municipal Water District, which supplies all the water that is distributed by the City of Ingleside, adopted the Amended Drought Contingency Plan on April 8th, 2025. The City of Ingleside needs to adopt the same plan as a road map for dealing with drought.

FISCAL ANALYSIS:

N/A.

RECOMMENDATION:

The staff recommends approving the ordinance to adopt the Amended Drought Contingency Plan dated April 8th, 2025.

ATTACHMENTS:

1. SPMWD Amended DCP for Board Meeting 040825 (004)
2. Drought Cont Plan Table of Contents
3. Appendix to SPMWD Amended DCP
4. DOCS1-#351447-v1-5_20_25_Revised_Drought_Contingency_Plan v2
5. DOCS1-#351452-v1-Revised_Ordinance_-_Drought_Contingency_Plan v4

Amended Drought Contingency Plan

San Patricio Municipal Water District

Adopted April 8, 2025

1. Introduction

This document is the Amended Drought Contingency Plan (DCP) for the San Patricio Municipal Water District (District) and its customers. The purpose of this DCP is to:

- (1) Conserve the available water supply by reducing the District's water demand as much as possible during a drought in order to protect the integrity of water supply facilities (with particular regard for domestic water use, sanitation and fire protection);
- (2) Minimize the adverse impacts of water supply shortages or other water supply emergency conditions;
- (3) Serve as a framework to identify and manage a drought or a state of water emergency; and
- (4) Preserve and protect public health, welfare, and safety.

This DCP was created so that the District can reduce demand when supplies are low so customers have sufficient water during drought conditions. This DCP explains the triggers initiated by a drought and the steps to take during each stage of a drought. The District has a raw water contract and a treated water contract to purchase water from the City of Corpus Christi (City).

Choke Canyon Reservoir and Lake Corpus Christi are the region's longest established and largest water supplies. These two water supplies are referred to as the Western Reservoir system. Both reservoirs are monitored daily and operated per the 2001 Texas Commission on Environmental Quality (TCEQ) Agreed Order. The 2001 Agreed Order mandates that the combined reservoir storage level be used to implement drought stages. For these reasons, the region uses the combined capacity of Choke Canyon Reservoir and Lake Corpus Christi as the triggering criteria for the drought stages outlined in this DCP.

Additionally, the region utilizes water from two eastern supplies that include Lake Texana and the Colorado River. The City purchases water from Lake Texana through a water supply contract and does not own the water rights. While the City owns water rights on the Colorado River, these rights are considered junior, which means curtailment may occur by water right holders with senior rights.

The DCP is different from the Water Conservation Plan (WCP) because a DCP is a responsive plan that addresses drought conditions or water emergencies and defines actions that will be taken when certain criteria are met. Typically, these criteria consist of three or more "stages" in response to water supply storage levels (e.g., when reservoir storage levels drop below 40%, Stage 1 is initiated), or a water emergency.

A WCP is a proactive plan for addressing overall goals and actions that will help a utility implement year-round sustainable and efficient water conservation programs. The DCP follows the TCEQ

guidelines and has been prepared in accordance with Texas Administrative Code Title 30 Chapter 288 Subchapter B Rule §288.20 for Municipal Uses by Public Water Suppliers. Since the District serves wholesale water customers, a Drought Contingency Plan for Wholesale Water Suppliers has also been included in Section 16 in accordance with Texas Administrative Code Title 30 Chapter 288 Subchapter B Rule §288.22.

This DCP also follows guidelines of the U.S. Bureau of Reclamation Water SMART Drought Response Program Framework and has been designed to include the six elements of a Drought Contingency Plan: (1) Drought monitoring; (2) Vulnerability assessment; (3) Mitigation actions; (4) Response actions; (5) Operational and administrative framework; and (6) Plan update process. The District is eligible for certain drought funding opportunities by following the guidelines set by the Bureau of Reclamation. The Water SMART Program works cooperatively with states, tribes, and local entities to pursue a sustainable water supply for the nation, including water efficiency projects located in urban areas and watersheds, through administering grants, conducting scientific studies, and providing technical assistance and scientific expertise. In addition, the adoption of a DCP is a requirement for eligibility to receive financial assistance from the Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) program.

2. Declaration of Policy and Reason

The District hereby adopts the following regulations and restrictions on the delivery and consumptions of water in order to

- conserve the available water supply
- protect the integrity of water supply facilities with particular regard for domestic water use
- sanitation
- fire protection
- to protect and preserve public health, welfare, and safety
- minimize the adverse impacts of water-supply shortages or other water-supply emergency conditions

The District hereby adopts the following regulations and restrictions on the delivery and consumptions of water.

Water uses regulated or prohibited under this DCP are considered to be non-essential, and continuation of such uses during times of water shortage or other emergency water-supply conditions are deemed to constitute a waste of water, which subjects the offender(s) to penalties as defined in Section 13 of this DCP.

Since the District first started supplying its customers with water in the 1950's, the region has experienced several periods of drought. Over the years, new water supplies have been added and conservation measures have been strengthened to ensure water security for residents and businesses of the region. However, with the variability of weather patterns in South Texas and a continually growing population, it is critical that the District plans for future drought conditions.

Currently, the region's water supply system is comprised of three reservoirs and one run-of-the-river right: Lake Corpus Christi, Choke Canyon Reservoir, Lake Texana and the Colorado River. However, the criteria to trigger drought stages are based on the combined capacity of Lake Corpus Christi and Choke Canyon Reservoir.

Due to the frequency of drought in South Texas, this DCP was developed and it adopts measures that will dramatically cut water consumption in order to conserve water supplies.

3. Public Education

A public hearing to receive comments on the DCP was held at the District offices on April 8, 2025 prior to adoption of this DCP.

The District will work with its customers to inform them about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated, and the drought measures to be implemented in each stage. This information will be provided by utility bill inserts, email notices to customers, and notice on the District's website (www.sanpatwater.com)

Notification to the public about when drought stages go into effect or when restrictions are lifted is explained in more detail in Section 9.

4. Coordination with Regional Water Planning Groups

The service area of the District is located within the Coastal Bend Regional Water Planning Area (Region N) and the District has provided a copy of this DCP to Region N in care of the Nueces River Authority.

The District shall review and update, as appropriate, the DCP at least every five years based on new or updated information, such as the adoption or revision of the regional water plan.

5. Authorization

The General Manager, or designee, is hereby authorized and directed to implement the applicable provisions of the DCP upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency stages or restriction(s) as described in this DCP. The General Manager, or designee, shall notify the members of the Board of Directors before implementing any measures.

6. Application

The provisions of this DCP shall apply to all persons, customers, and property utilizing water provided by the District. The terms "person" and "customer" as used in the DCP include individuals, corporations, partnerships, associations, and all other legal entities.

7. Definitions

For the purposes of this DCP, the following definitions shall apply:

Aerobic irrigation system: an irrigation system that utilizes a home or business's treated wastewater from its aerobic septic system.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial account: water used in the operations of commercial, non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Contract (end-user) water customers: a private entity that has a contract with the District to receive raw or treated water supplies for its sole use (i.e. does not resell to other users).

Customer: any person, company, or organization using water supplied by the District and paying a retail water bill.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: a method of watering plants using a network of tubes, pipes, valves, and emitters that slowly drips water to the roots of plants to minimize evaporation. Soaker hoses are not a substitute for a proper drip irrigation system.

Large volume account/Industrial user: utility accounts of entities who use more than 10,000,000 gallons of water a month for processes designed to convert materials of lower value into forms having greater usability and use.

Irrigation account/meter: a meter connected solely to an irrigation system. This type of meter does not incur wastewater fees on water used through this meter.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, athletic fields, and medians.

Non-essential water use: water uses that are not essential or not required for the protection of public, health, safety, and welfare, including:

- Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this DCP
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle
- Use of water to wash down any impervious cover including sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas
- Use of water to wash down buildings or structures for purposes other than immediate fire protection or health reasons
- Flushing gutters or permitting water to run or accumulate in any gutter or street
- Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- Use of water in an aesthetic feature, including fountain or pond except where necessary to support aquatic life
- Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak
- Use of water from hydrants for construction purposes or any other purposes other than firefighting or flushing needed to maintain chlorination levels and protect public health

Non-exempt large volume accounts: a large volume account that is not paying the non-mandatory Drought Surcharge Exemption Fee pursuant to Article XII of chapter 55-159.1 of the City of Corpus Christi Code of Ordinances.

Pool cover: a material designated to cover the surface area of a swimming pool when it is not in use. Pool covers can come in different types including manual, semi-automatic, automatic, and can be made from different materials such as mesh, solid vinyl, solar blankets, or pool floaties. Pool covers do not include tree canopies, pergolas, gazebos, or similar structures.

Reservoir capacity: the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi, as measured in percentage of the full combined volume.

Surcharge: temporary rate to manage demand in times of drought.

Water well: any facility, device, or method used to withdraw groundwater from a groundwater reservoir.

Wholesale customer: A public or private utility that purchases water from the District through a written contract that authorizes the resale of water to third parties or classifies the utility as a wholesale customer.

8. Criteria for Initiation and Termination of Drought Stages

The General Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the DCP, that is, when the specified “triggers” are reached. However, the General Manager, or designee, in the exercise of the General Manager’s discretion, may initiate or terminate any stage

when the General Manager deems necessary at any time. This section explains the triggers of each stage. Best management practices and water use restrictions for each drought stage are described in Section 10.

The combined reservoir storage level of Choke Canyon Reservoir and Lake Corpus Christi is the triggering criterion that is monitored for determining drought stages, based on the TCEQ 2001 Agreed Order (amended April 17, 2001) relating to inflows into Nueces Bay and Estuary. The full Agreed Order is in the Appendix.

8.1. Water Shortage Watch

Trigger for initiation – Customers shall be requested to voluntarily conserve water and adhere to prescribed conditions on specific water uses when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi fall below 50%.

Trigger for termination – The watch may be terminated when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi increase above 50% for 15 consecutive calendar days.

8.2. Stage 1 – Mild Water Shortage

Trigger for initiation – Stage 1 begins when the combined reservoir storage level declines below 40%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 10.

Trigger for termination – Stage 1 may be terminated when the combined storage levels increase above 50% .

8.3. Stage 2 – Moderate Water Shortage

Trigger for initiation – Stage 2 begins when the combined storage level declines below 30%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in section 10.

Trigger for termination – Stage 2 may be terminated when the combined storage levels increase above 40%. Upon termination of Stage 2, Stage 1 becomes operative.

8.4. Stage 3 – Critical Water Shortage

Trigger for initiation – Stage 3 begins when the combined storage level declines below 20%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in section 10.

Trigger for termination – Stage 3 may be terminated when the combined storage levels increase above 30%. Upon termination of Stage 3, Stage 2 becomes operative.

8.5. Water Emergency

Level 1 Water Emergency

Trigger for initiation – A Level 1 Water Emergency begins when the General Manager, or designee, determines that the District is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The General Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination - The Level 1 Water Emergency may be terminated when the General Manager, or designee, determines that the District's total water supply can meet the total regional demands for more than 180 days.

Level 2 Water Emergency

Trigger for initiation – A Level 2 Water Emergency begins when the General Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to;

- a) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the District's water treatment facilities; or
- b) Water production or distribution system limitations; or
- c) Natural or man-made contamination of the water supply source.

Trigger for termination – The Water Emergency may be terminated when the General Manager, or designee, deems appropriate.

9. Drought Stage Notification

The General Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and, in accordance with the triggering criteria set forth in Section 8 of this Chapter, shall determine that a mild, moderate, critical, or a water emergency exists and shall implement the following notification procedures.

Notification to the Public:

The General Manager, or designee, shall notify the public for every change in drought stage status by any or all of the following:

- District's website (www.sanpatwater.com)
- Notice on the monthly utility billing
- Public Service Announcements
- Signs posted in public places

Additional Notification:

The General Manager, or designee shall, at a minimum, notify directly, or cause to be notified directly, the following individuals and entities for every change in drought stage status:

- Board of Directors
- County Judge and Commissioner(s)
- Major water users (such as municipalities and industries)
- Texas Commission on Environmental Quality (TCEQ) – note: TCEQ executive director MUST be informed within five (5) business days of mandatory water use restrictions being imposed

10. Drought Stages, Best Management Practices per Stage

A summary of water use reduction targets for each drought stage is presented in the following table. Further discussion on best management practices and implementation practices associated with each stage of drought is included below. During Stages 1, 2, and 3, requests for exemptions may be presented to the General Manager or designee.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
Water Shortage Watch	<50%	5%
Stage 1 - Mild Water Shortage	<40%	5%
Stage 2 - Moderate Water Shortage	<30%	10%
Stage 3 - Critical Water Shortage	<20%	15%
Water Emergency Level 1 Level 2	Not Applicable	25% 50%

10.1. Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water with the water use conditions below.

Best Management Practices for Supply Management:

The District will enact voluntary measures to reduce or discontinue the flushing of water mains if practicable and utilize reclaimed water for non-potable uses to the greatest extent possible. The District will prioritize sources of supply not impacted by drought conditions, when available, including interruptible supplies from Lake Texana during times when Lake Texana water level is at or above 43 feet mean sea level in accordance with Lavaca-Navidad River Authority (LNRA) contract. The District will actively promote educational messages in the media about how to reduce water use through conservation practices, and rules of the drought stages.

Water Use Conditions for Reducing Demand

- a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to **once per week**.
- b) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- c) All operations of the District shall adhere to water use restrictions prescribed for Stage 1.
- d) Water smart techniques will be promoted by District departments.

10.2. Stage 1 Response – Mild Water Shortage

Target: During Stage 1, achieve a 5% reduction in daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

Under Stage 1, the District will:

- Use more repair crews if necessary to allow for a quicker response time for water-line leak repair; and
- District crews begin monitoring customers' compliance with Stage 1 restrictions during the course of their daily rounds.
- In addition to the restrictions outlined below, District departments will make every effort to conserve water, including no new landscaping installation and no filling of ponds.
- Increase targeted outreach to high-consumption industrial and commercial customers to urge water use reductions.
- Increase public education and outreach regarding water use reduction by using the following practices:

- Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
- When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
- When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
- Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
- Take shorter showers.
- You can reduce water usage by 40% to 50% by installing low-flush toilets.
- When hand-washing dishes, never run water continuously.
- If you have a dishwasher appliance, use it only to wash full loads, and use the shortest cycle possible.
- Wash only full loads in your washing machine and use the shortest cycle possible.
- Repair leaks quickly.
- Clean outdoor surfaces with a broom, not a hose. Water during the cool part of the day, in the morning or evening.
- Do not over water in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction

Under threat of penalty for violation, the following water use restrictions shall apply to all persons during Stage 1:

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to once per week. The watering schedule will be determined by the General Manager or designee. Customers will be made aware of their designated watering day in accordance with Section 9. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 - 1) Exceptions for this restriction may be permitted, upon review and approval by the General Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must apply for an exemption from the District to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- b) No watering or irrigating of landscaped areas by hose-end sprinkler or automatic irrigation systems will be allowed between the hours of 10:00 a.m. and 6:00 p.m. to prevent evaporative loss.
- c) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special exemption from the District.

- d) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. However, if the golf course utilizes non-potable or a water source other than that provided through the District infrastructure, the facility shall not be subject to these regulations.
- e) The use of water to maintain the integrity of building foundations is limited to designated watering days.

10.3. Stage 2 Response – Moderate Water Shortage

Target: During Stage 2, achieve a 10% reduction in total daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 1, the District will also do the following during Stage 2:

- Eliminate the flushing of water mains unless required for decontamination and/or public safety; and
- Review customers' water usage for compliance based on the previous month's water use and notify violators verbally or in writing as the situation dictates.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - When brushing your teeth, turn the water off while you are brushing. Use short bursts of water to clean your brush.
 - When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - When hand-washing dishes, never run water continuously.
 - If you have a dishwasher appliance, use it only to wash full loads.
 - Wash only full loads in your washing machine and use the shortest cycle possible.
 - Fix leaks quickly.
 - Clean outdoor surfaces with a broom, not a hose
 - Do not overwater in anticipation of a shortage. Soil cannot store extra water

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 shall remain in effect during Stage 2 except as modified below:

- a) Irrigation of landscaped areas with hose-end sprinklers and automatic irrigation systems shall be limited to **once every other week**. The watering schedule will

be determined by the General Manager or designee. Customers will be made aware of their designated watering day. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.

- a. Exceptions for this restriction may be permitted, upon review and approval by the General Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for a permit from the District to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- b) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes non-potable or a water source other than that provided through the District infrastructure or done by means of hand-held hoses, or hand-held buckets.
- c) A person or entity who owns, leases or manages an outdoor swimming pool (including publicly-owned pools) shall begin preparation for Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.
- d) Hotels, motels, and other lodgings must offer and clearly notify guests of a "linen/towel change on request only" program.
- e) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

Optional Measures:

During Stage 2, the following measures are optional water use restrictions that may be implemented by the General Manager, or designee, with Board approval, as conditions warrant:

- a) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$3.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill.

- v. For wholesale customers, a surcharge of \$1.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.4. Stage 3 Response – Critical Water Shortage

Target: During Stage 3, achieve a 15% or greater reduction in daily water with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the District will also do the following during Stage 3:

- Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - When hand-washing dishes, never run water continuously.
 - If you have a dishwasher appliance, use it only to wash full loads.
 - Wash only full loads in your washing machine and use the shortest cycle possible.
 - Repair leaks quickly.
 - Clean outdoor surfaces with a broom, not a hose.Do not overwater in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- Irrigation of turf grass by any means shall be **prohibited at all times**.
- Drip irrigation for foundations and landscaped beds is allowed **every other week** on the designated watering schedule. The watering schedule will be determined by the General Manager or designee. Customers will be made aware of their designated watering day.

- Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a faucet-filled bucket, or a watering can of five (5) gallons or less.
- Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the General Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for an exemption from the District. An exception certificate should be prominently posted on the premises within two (2) feet of the street number located on the premises.
- Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- A person or entity who owns, leases, or manages an outdoor swimming pool (including publicly-owned pools) shall have approximately 100% of the pool surface area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.
- Operators of water parks must seek approval from the District prior to the filling, refilling, or adding water to water parks.
- All fountains shall only operate to circulate water in order to maintain equipment.
- Hotels, motels, and other lodgings must offer and clearly notify guests of a "linen/towel change on request only" program.

Optional Measures:

During Stage 3, the following measures are optional water use restrictions that may be implemented by the General Manager, or designee, with Board approval, as conditions warrant:

- b) The following surcharge will be added to a customer's water bill:
- i. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$2.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing

prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.5. Water Emergency

Level 1 Water Emergency

In the event that the triggering criteria specified in Section 8.2 – Level 1 Water Emergency of the DCP is met, the General Manager, or designee is hereby authorized to implement pro-rata curtailment of water supplies to all customers in accordance with Texas Water Code §11.039. The initiation of pro-rata curtailment preparations shall begin during Stage 3.

Target: During a Level 1 Water Emergency, pro-rata curtailment will be required and may start at 5% or greater reduction of total water demand, depending on the forecasted water supply conditions. Surcharges and allocations are enforceable during a Water Emergency, as described in Section 11.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the District will also do the following:

- Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- a) Irrigation of all landscaped areas is absolutely prohibited.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- c) Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Level 2 Water Emergency

Target: During a Level 2 Water Emergency, achieve the necessary reduction in daily water demand to meet minimum system pressure requirements with the below water use restrictions. In addition, during a Level 2 Water Emergency all requirements from a Level 1 Water Emergency may be authorized under this section. Surcharges and curtailments are enforceable during a Water Emergency, as described in Section 11.

During a water emergency such as a catastrophic failure of infrastructure or cross-connection contamination, the District shall implement all necessary measures to protect public health and safety.

For a water emergency associated with contamination of Nueces Basin stored supplies, the District, under the General Manager or designee's direction, will cease pumping from the Nueces River and will contact the City of Corpus Christi to identify additional, temporary water that may be available from Lake Texana on a short-term basis to meet essential water needs. For a water emergency associated with contamination of Lake Texana supplies, the District, under the General Manager's, or designee's direction, will cease pumping from the Mary Rhodes Pipeline.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the District will also do the following:

- Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- a) Irrigation of all landscaped areas is absolutely prohibited.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- c) Associated uses of water not related to business process which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Optional Measures:

During a Level 1 or Level 2 Water Emergency, the following measure is an optional water use restriction that may be implemented by the General Manager, or designee, with Board approval, as conditions warrant:

- a) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought stage shall be in effect.
- b) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$4.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

11. Surcharges for Drought Stages 2, 3, Water Emergency and Service Measures

(a) General

1. The surcharges established herein are solely intended to regulate and deter the use of water during a period of serious drought in order to achieve necessary water conservation. The Board of Directors expressly finds that the drought poses a serious and immediate threat to the public and economic health and general welfare of this community, and that the surcharges and other measures adopted herein are essential to protect said public health and welfare.
2. This section, and the surcharges and measures adopted herein, are an exercise of the District's powers under Chapters 49 and 51 of the Texas Water Code, and the surcharges and connection fees are conservation rates intended to meet fixed costs as a result of lost revenue.
3. With Board approval, the General Manager, or designee, is authorized to determine trigger points or allocations and surcharges during Stages 2, 3, and a Water Emergency.

4. A customer may appeal a drought surcharge established under this Section to the General Manager or designee on grounds of unnecessary hardship, through the process outlined in Section 12.

Drought surcharge funds will first be reported to the Board and used as directed by the Board.

12. Requests for Exemptions and Variances

- (a) The General Manager, or designee may, in writing, grant a temporary variance to any of the provisions for water users found in this DCP upon determination that failure to grant such variance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance.
- (b) A person requesting an exemption or variance from the provisions of this DCP shall file a request on the District-provided application for an exemption/variance with the District within 5 days after a particular drought response stage has been invoked. All request forms shall be reviewed by the General Manager, or designee, and shall include the following:
 1. Name and address of the water user(s).
 2. Purpose of water use.
 3. Specific provision(s) of the DCP from which the water user is requesting relief.
 4. Detailed statement as to how the specific provision of the DCP adversely affects the water user or what damage or harm will occur to the water user or others if water user complies with this DCP.
 5. Description of the exemption requested.
 6. Period of time for which the exemption is sought.
 7. Alternative water use restrictions or other measures the water user is taking or proposes to take to meet the intent of this DCP and the compliance date.
 8. Other pertinent information; or as required on exemption application.
- (c) No exemption nor variance shall be retroactive or otherwise justify any violation of this DCP occurring prior to the issuance of the exemption/variance.
- (d) The General Manager or designee shall consider requests of water users for special consideration to be given as to their respective particular circumstances and is hereby authorized to, in special cases, grant such variance from the terms of this DCP if such compliance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance as will not be contrary to the public interest, where, owing to special conditions, a literal

enforcement of the provisions of this DCP will result in unnecessary hardship, and so that the spirit of this DCP shall be observed and substantial justice done.

- (e) Should an exemption for special exception be granted, it shall be in effect from the time of granting through the termination of the then current stage, unless revoked by the General Manager or designee for noncompliance; provided, that the exemption is prominently posted on the premises within two (2) feet of the street number located on the premises.
- (f) A person denied request for permit or exception from these rules may appeal the decision to the General Manager by submitting a written request for appeal to the General Manager within five business days from issuance of denial. The decision of the General Manager shall be final.
- (g) Violations of any permit conditions may be enforced under Section 13.

12.1. Non-mandatory Drought Surcharge Exemption Fee.

San Patricio Municipal Water District as a wholesale customer of the City of Corpus Christi provides the following section for administrative purposes. District responsibilities may be substituted for City requirements where appropriate. The District will act as a conduit to collect exemption fees and transmit to the City of Corpus Christi. *Article XII of Chapter 55 of the Corpus Christi Code of Ordinances Section 55-159.1 reads as follows:*

“(a) Establishment of non-mandatory “Drought Surcharge Exemption Fee” effective October 1, 2018.

Large-volume industrial customers¹ may voluntarily pay a non-mandatory and non-refundable “Drought Surcharge Exemption fee” or “Fee” of \$0.31 per 1,000 gallons of water per month to be exempt from the applicable allocation surcharges of City Code Section 55-154 during the month of billing. The City (District) will begin to charge the Fee as of October 1, 2018 to all large-volume industrial customers. The Fee will be charged with the large-volume industrial customer’s regular monthly water bill which is due as stated on the bill. By payment of the Fee, the large-volume industrial customer has determined that the Fee is fair, just, and reasonable.

(b) Notice of Opt-out.

A large-volume industrial customer may opt out of the Drought Surcharge Exemption fee (or “Fee”) by providing written notice to the City Manager (General Manager). A

¹ For purposes of this Section 55-159.1 the term “large-volume industrial customer” shall mean a utility customer who uses water in minimum quantity of 100,000 gallons a day (See *definitions*) in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including the development of power by means other than hydroelectric, but does not include agricultural use.

large-volume industrial customer is deemed to have opted out of the Fee as of the date payment of the Fee remains delinquent after notice and opportunity to cure. A large-volume industrial customer who has opted out of said Fee is subject to aforementioned allocation surcharges of City Code Section 55-154 in addition to compliance with all applicable City ordinances.

(c) Request to opt back into the Drought Surcharge Exemption fee or “Fee”.

There is no right nor entitlement to opt back into the Fee. The City Manager (General Manager) or designee retains sole discretion to determine whether granting large-volume industrial customer’s request to opt back into the Fee is in the best interest of the city (District). At a minimum, the large-volume industrial customer will be required to comply with the following mandatory conditions.

- 1. The large-volume industrial customer must submit a written request to the City Manager (General Manager) to request to opt back into the Drought Surcharge Exemption fee subject to City Manager (General Manager) review.*
- 2. Upon receipt of invoice, the large-volume industrial customer must timely pay the Drought Surcharge Exemption fees calculated on said customer’s actual water usage from date of City’s (District’s) receipt of written request back to said customer’s date of opt out, up to a maximum of 10 years.*
- 3. The large-volume industrial customer remains subject to compliance with the aforementioned allocation surcharge provisions of the City Code as may be amended and all other applicable ordinances, rules and regulations of the City for the mandatory reinstatement period of 24 months.*

The mandatory reinstatement period begins upon date of notice from the City to said customer and continues for 24 consecutive calendar months. During the reinstatement period, the large-volume industrial customer will timely pay a non-refundable reinstatement fee of \$0.31 per 1,000 gallons of water upon receipt of invoice. By payment of said reinstatement fee, the large-volume industrial customer has determined that the fee is fair, just, and reasonable.
- 4. Despite compliance with these conditions, the large-volume industrial customer will not be allowed to opt back into the Fee when the combined storage level of the Choke Canyon Reservoir and Lake Corpus Christi declines below 40%.*

(d) Dedicated use of the Drought Surcharge Exemption fees.

- 1. The Fee shall be dedicated by the City for development of a drought-resistant water supply and shall not be used for operation and maintenance costs of any water supply, treatment facility or distribution system.*
- 2. The Fee paid to the City will be reserved in a separate account (“Account”) and used only for capital costs to develop and/or acquire an additional drought-resistant water supply including but not limited to, payment of debt for an allowable capital project.*
- 3. The City Manager may execute documents necessary for the establishment of a dedicated fund.*

(e) Review and adjustment of the Drought surcharge exemption fee.

The Fee shall be reviewed and adjusted by City Council action no more frequently than every 5 years. Any subsequent Fee increase is limited to increases based upon changes to the following Consumer Price Index: CPI-All Urban Consumers (Current Series) for Water and sewer and trash collection services in U.S. City average, all urban consumers.

(f) Participation by wholesale water suppliers.

A wholesale water supplier with a water supply contract with the City may choose to establish an identical voluntary Drought Surcharge Exemption Fee and standard agreement for its large-volume industrial customers with said Fee and agreement to be equivalent to the ordinance and standard agreement adopted by the City of Corpus Christi. Upon adoption of said identical voluntary Drought Surcharge Exemption Fee and standard agreement for its large-volume industrial customers, the wholesale water supplier shall assess and collect the Fees from its large-volume industrial customers and then remit said Fees to the City. In addition, the wholesale water supplier shall notify the City Manager or designee of the volume of water used by its large-volume industrial customers each month.

(g) The City Manager may execute letters of commitment and standard agreements regarding payment and use of Drought Surcharge Exemption Fee with terms consistent with this Section 55-159.1 (each, an "Agreement"). The Agreement may be terminated by the City upon five years' notice to terminate the Agreement.

A copy of the standard agreement is attached as an Exhibit to the Ordinance which is enacted in this Section 55-159.1. The City Manager is authorized to adjust the terms of the standard agreement as long as said adjustments are consistent with the terms of this Section 55-159.1 and said adjustment is made available to all large-volume industrial customers participating in the Drought Surcharge Exemption Fee.

(h) The Drought Surcharge Exemption Fee established by this Section 55-159.1 continues to be billed and paid except during periods when the balance in the Account exceeds \$150,000,000, to be adjusted annually for inflation by the following Consumer Price Index: CPI-All Urban Consumers (Current Series) for Water and sewer and trash collection services in U.S. City average, all urban consumers. While balance exceeds \$150,000,000 the City will cease billing and collection of the Fee, and the large-volume industrial customer remains exempt from the allocation surcharges.

(i) The City may repeal this Section 55-159.1 upon at least five years' notice to the then participating large-volume industrial customers and participating wholesale water suppliers.

(j) Upon City's repeal of this Section 55-159.1 or City's termination of the Agreement, any unencumbered balance remaining in the Account will be returned to the then-participating large-volume industrial customers and then-participating wholesale water suppliers on a pro-rata basis.

(k) The large-volume industrial customer paying the Drought Surcharge Exemption Fee established by this Section 159.1 is exempt from City curtailment of water during

Reservoir System Stages 1, 2, and 3, except when such curtailment is required by Texas Water Code Section 11.039 or required by other applicable state laws and state regulations.”

13. Enforcement

Any person who violates this DCP shall be subject to the following additional surcharges and conditions of service:

Following the first documented violation in a calendar year, the violator shall be given a notice specifying the type of violation and the date and time it was observed; and surcharges and restrictions on service that may result from additional violations; however, in the case of significant violations, as determined by the General Manager or designee, no such notice shall be given, and the violator will be sent the notice described below and assessed the surcharges described below. In those cases, the first documented violation shall be treated as a second documented violation.

Following the second documented violation in a calendar year, the violator shall be sent by certified mail or documented door tag hanger a notice of violation and shall be assessed a surcharge of \$500.00. This amount increases to an amount up to \$2,000 if operating under Stage 3 or the Water Emergency Stage of the DCP.

Following the third documented violation in a calendar year, the violator shall be sent by certified mail or documented door tag hanger a notice of violation and shall be assessed a surcharge of \$750.00. This amount increases to an amount up to \$10,000 if operating under Stage 3 or the Water Emergency Stage of the DCP.

Following the fourth documented violation in a calendar year, the District shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, as established in the District's Rate Order, as amended from time to time, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance must be given to the District so that the same action shall not be repeated while the DCP is in effect.

Compliance with this DCP may also be sought through injunctive relief in district court.

Each day that one or more of the provisions in this DCP is violated shall constitute a separate violation. Any person, including one classified as a water customer of the District in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation.

14. Variances

A temporary variance for existing water uses otherwise prohibited under this DCP may be obtained through the process outlined in Section 12.

15. Severability

It is hereby declared to be the intention of the District that the sections, paragraphs, sentences, clauses, and phrases of this DCP are severable and, if any phrase, clause, sentence, paragraph, or section of this DCP shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this DCP, since the same would not have been enacted by the District without the incorporation into this DCP of any such unconstitutional phrase, clause, sentence, paragraph, or section.

16. Wholesale Drought Contingency Plan

16.1 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the San Patricio Municipal water District (District) adopts the following Wholesale Drought Contingency Plan (Plan).

16.2 Public and Wholesale Customer Involvement

A public hearing to receive comments on the Plan was held at the District offices on April 8, 2025 prior to adoption of this Plan.

16.3 Wholesale Water Customer Education

The District will periodically provide wholesale customers with information about the Plan, including information about conditions under which each stage of the Plan is to be initiated or terminated and drought measures to be implemented in each stage.

This information will be distributed by providing a copy of the Plan to each wholesale water customer.

16.4 Coordination with Regional Water Planning Groups

The water service area of the District and its wholesale water customers is located within the Coastal Bend Planning Region (Region N) and the District has provided a copy of the Plan to Region N. The District shall review and update, as appropriate, the drought contingency plan at least every five years based on new or updated information, such as the adoption or revision of the regional water plan.

16.5 Authorization

The General Manager of the District, or designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such

implementation is necessary to protect public health, safety, and welfare. Wholesale customers are subject to the Plan under their contracts with the District. The General Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency measures as described in this Plan. The General Manager, or designee, shall notify the TCEQ within five (5) business days of any mandatory water use restrictions being enacted.

16.6 Application

The provisions of this Plan shall apply to all customers utilizing water provided by the District on a wholesale basis. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. Every wholesale water contract entered into, renewed or modified after official adoption of this Plan shall include language relating to the San Patricio Municipal Water District Water Conservation Plan and Drought Contingency Plan, that Plan (similarly adopted under the City of Corpus Christi Ordinance Number 55-151) shall impose similar restrictions, surcharges or rationing measures on their customers.

To the extent of its legal authority, the District shall require its wholesale customers to implement outdoor watering restrictions similar to those of the District for each drought stage. The District requires that any contract for the resale of water furnished to wholesale water contractors shall contain a similar condition.

16.7 Triggering Criteria for Initiation and Termination of Drought Stages

The General Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought stages will be made by email, mail, or telephone. The news media will also be informed by the District.

The triggering criterion to be monitored for determining drought stages is the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi. The combined storage levels selected are based on the TCEQ 2001 Agreed Order on Freshwater Inflows to the Nueces Bay and Estuary (amended April 17, 2001). See Appendix. The triggering criteria in this section are minimum standards for initiation and maximum standards for termination, and the General Manager, or designee, can initiate or terminate each stage when conditions warrant.

(a) Water Shortage Watch

Trigger for initiation – The District will recognize that a mild water shortage condition exists when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi have fallen below 50%.

Trigger for termination – The Water Shortage Watch may be terminated when the combined storage level of Choke Canyon Reservoir and Lake Corpus Christi increases above 50% for 15 consecutive calendar days.

(b) Stage 1 – Mild Water Shortage

Trigger for initiation – The District will recognize that a mild water shortage watch exists when the combined storage levels of Choke Canyon and Lake Corpus Christi decline below 40%.

Trigger for termination – Stage 1 of the Plan may be rescinded when the combined storage level increases above 50%. The District will notify its wholesale customers and the media of the termination of Stage 1 in the same manner as the notification of initiation of Stage 1.

(c) Stage 2 – Moderate Water Shortage

Trigger for initiation – The District will recognize that a moderate water shortage condition exists when the combined storage levels decline below 30%.

Trigger for termination – Stage 2 of the Plan may be rescinded when the combined storage level increases above 40%. Upon termination of Stage 2, Stage 1 becomes operative. The District will notify its wholesale customers and the media of the termination of Stage 2.

(d) Stage 3 – Critical Water Shortage

Trigger for initiation – The District will recognize that a critical water shortage condition exists when the combined storage levels decline below 20%.

Trigger for termination – Stage 3 of the Plan may be rescinded when the combined storage level increases above 30%. Upon termination of Stage 3, Stage 2 becomes operative. The District will notify its wholesale customers and the media of the termination of Stage 3.

(e) Water Emergency

Level 1 Water Emergency

Trigger for initiation – A Level 1 Water Emergency begins when the General Manager, or designee, determines that the District is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The General Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination - The Level 1 Water Emergency may be terminated when the General Manager, or designee, determines that the District's total water supply can meet the total regional demands for more than 180 days.

Level 2 Water Emergency

Trigger for initiation – A Level 2 Water Emergency begins when the General Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to;

- a) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the District's water treatment facilities or other critical re-pump stations; or
- b) Water production or distribution system limitations; or
- c) Natural or man-made contamination of the water supply source.

Trigger for termination – The Water Emergency may be terminated when the General Manager, or designee, deems appropriate.

16.8 Drought Stages. The General Manager, or designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section 16.7, shall determine that a mild, moderate, critical, or a water emergency exists and shall implement best management practices accordingly.

For water contracts between the District and wholesale customers with specific reductions based on stage, wholesale water customers are to implement measures to achieve water use reduction targets specified in the contract. For other contracts, required adoption of a Drought Contingency Plan should strive to achieve the water use reduction targets for each drought stage presented in the following table. Further discussion on best management practices and implementation practices associated with each stage is described below.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
Water Shortage Watch	<50%	5%
Stage 1- Mild Water Shortage	<40%	5%
Stage 2- Moderate Water Shortage	<30%	10%
Stage 3- Critical Water Shortage	<20%	15%
Water Emergency Level 1 Level 2	Not Applicable	25% 50%

Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water demand for each wholesale customer utilizing District's water supply system.

Best Management Practices for Supply Management:

- The District will encourage each wholesale water customer to utilize alternative water sources *voluntarily* such as interconnections with another water system, temporary use of a water supply other than from the District's system, or use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The General Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate voluntary measures to reduce water use.
- The General manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 1 – Mild Water Shortage

Target: Achieve a 5% reduction in daily water demand for each wholesale customer utilizing the District's water supply system.

Best Management Practices for Supply Management:

- The District will encourage each wholesale water customer to use reclaimed water for non-potable purposes.

Water Use Measures for Reducing Demand:

- The General Manager, or designee, will initiate contact with wholesale water customers to discuss water supply and/or demand and the possibility of pro rata curtailment of water diversions and/or deliveries.
- The General Manager, or designee, will request wholesale water customers to initiate mandatory measures to reduce non-essential water use (e.g. implement Stage 1 of the customer's drought contingency plan).
- The General Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The District will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 40 % of its conservation pool volume, and that Stage 1 has been declared. The District will recommend that operators post information to the public regarding Stage 1 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Stage 2 – Moderate Water Shortage

Target: Achieve a 10% reduction in daily water demand for each wholesale customer utilizing the District's water supply system.

Best Management Practices for Supply Management:

- The District will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the District's system, use of reclaimed water for non-potable purposes, etc.

Water Use Measures for Reducing Demand:

- The General Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 2 of the customer's drought contingency plan).
- The General Manager, or designee, will initiate preparations for the implementation of pro rata curtailment of water diversions and/or deliveries in accordance with Texas Water Code §11.039 by preparing a monthly water usage allocation baseline for each wholesale customer according to procedures specified in 16.9 of the Plan.
- The General Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The District will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 30 % of its conservation pool volume, and that Stage 2 has been declared. The District will recommend that operators post information to the public regarding Stage 2 of the Drought Contingency Plan and possible boating safety hazards due to decreasing reservoir levels.

Stage 3 – Critical Water Shortage

Target: Achieve a 15% reduction in daily water demand for each wholesale customer utilizing the District's water supply system.

Best Management Practices for Supply Management:

- The District will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the District's system, use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The General Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 3 of the customer's drought contingency plan).
- The General Manager or designee, will initiate pro rata curtailment of water diversions and/or deliveries for each wholesale customer according to the procedures specified in Section 16.9 of the Plan in accordance with Texas Water Code §11.039.
- The General Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The District will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 20 % of its conservation pool volume and that Stage 3 has been declared. The District will recommend that operators post information to the public regarding Stage 3 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Water Emergency

Whenever a Level 1 or Level 2 Water Emergency exists as defined in Section 16.7 of the Plan, the General Manager, or designee, shall:

- Assess the severity of the problem and identify the actions needed and the time required to solve the problem.
- Contact the utility director or other responsible official of each wholesale water customer by telephone, email, or in person to provide information on severity of water supply and/or demand conditions and request that the wholesale water customer initiate

mandatory measures to reduce water consumption as appropriate (e.g., notification of the public to reduce water use until service is restored).

- If appropriate, notify city, county, and/or state emergency response officials for assistance.
- Undertake necessary actions, including repairs and/or clean-up as needed.
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

16.9 Pro Rata Water Allocation

In the event that the triggering criteria specified in Section 16.7 of the Plan, the General Manager, or designee, is hereby authorized to implement allocation of water supplies on a pro rata basis to wholesale customers in accordance with Texas Water Code §11.039. The initiation of pro rata allocation preparations shall begin during Stage 2. A provision will be included in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code §11.039.

- 1) A wholesale water customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the Board of Directors based on the City of Corpus Christi's allocation to the District and the General Manager's assessment of the severity of the water shortage and the need to curtail water diversions and deliveries may be adjusted periodically by resolution of the Board of Directors as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each wholesale water customer shall be limited to the allocation established for each month.
- 2) A monthly water usage allocation shall be established by the General Manager, or designee, for each wholesale water customer. The wholesale water customer's water usage baseline will be computed on the average water usage by month for the previous five-year period. If the wholesale water customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.
- 3) The General Manager shall provide notice, by certified mail, to each wholesale water customer informing them of their monthly water usage allocations and shall notify the news media and the Executive Director of the Texas Commission on Environmental Quality upon initiation of pro rata water allocation.
- 4) Upon request of the wholesale water customer or at the initiative of the General Manager, the allocation may be reduced or increased if:
 - a. The designated period does not accurately reflect the wholesale water customer's normal water usage;
 - b. The customer agrees to transfer part of its allocation to another wholesale water customer; or

- c. Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established under this section to the Board of Directors.

16.10 Pro Rata Surcharges and Enforcement

During any period when pro rata allocation of available water supplies is in effect, wholesale customers shall pay the following surcharges on excess water diversions:

- 2.0 times the normal water rate per unit in excess of the monthly allocation up through 5 % above the monthly allocation.
- 2.5 times the normal water rate in excess of the monthly allocation from 5 % through 10 % above the monthly allocation.
- 3.0 times the normal water rate in excess of the monthly allocation from 10 % through 15 % above the monthly allocation.
- 3.5 times the normal water rate more than 15 % above the monthly allocation.

16.11 Request for Exemptions and Variances

The General Manager, or designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan. If it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

- (1) Compliance with this Plan cannot be technically accomplished during the duration of this water supply shortage or other condition for which the Plan is in effect.
- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the General Manager within 5 days after a pro rata allocation has been invoked. All petitions for variances shall be reviewed by the General Manager, or designee, and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (3) Description of the relief requested.
- (4) Period of time for which the variance is sought.
- (5) Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (6) Other pertinent information.

Variances granted by the District shall be subject to the following conditions, unless waived or modified by the District.

- (1) Variances granted shall include a timetable for compliance with allocation requirements.
- (2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Wholesale Water Supply customers that have industrial customer(s) that use in excess of 100,000 gallons per day may offer a non-mandatory Drought Surcharge Exemption Fee in accordance with Article XII of Chapter 55 of the Corpus Christi Code of Ordinances Section 55-159.1. Such Wholesale Water Supply customers will be required to collect and transmit the Exemption Fee to the District and accordingly pass those funds along to the City of Corpus Christi. Participating Wholesale Water Supply customers' industries will be afforded the same drought exemptions as those afforded by the District and the city of Corpus Christi large volume industrial users.

16.12 Severability

It is hereby declared to be the intention of the District that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the District without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

16.13 Reservoir System Operating Plan

Because all the wholesale customers rely on the reservoir systems for their supplies, they are subject to the Reservoir Operating Plan. A copy of this is included in the Appendix to this DCP.

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Appendices

**TCEQ 2001 Agreed Order on Freshwater Inflows to the Nueces Bay and Estuary
Reservoir Operating Plan**

APPENDIX TO SAN PATRICIO MUNICIPAL WATER DISTRICT AMENDED DROUGHT CONTINGENCY PLAN

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



AN AGREED ORDER

Amending the operational procedures and continuing an Advisory Council pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214; Docket No. 2001-0230-WR

On April 4, 2001, came to be considered before the Texas Natural Resource Conservation Commission ("Commission") the Motion by the City of Corpus Christi and Nueces River Authority for the adoption of an amendment to the Agreed Order issued April 28, 1995, establishing operating procedures pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214, held by the City of Corpus Christi, the Nueces River Authority, and the City of Three Rivers" (the two cities and river authority shall be referred to herein as "Certificate Holders"). The Certificate Holders and the Executive Director of the Texas Natural Resource Conservation Commission have agreed to the provisions of this Agreed Order.

The City of Corpus Christi (managing entity) requests that Section 2 of this Agreed Order be amended to add further detail to the provisions regarding the use of water for bays and estuaries and to make changes in the required passage of inflows for the bays and estuaries automatic at 40 percent and 30 percent of total reservoir system capacity upon institution of mandatory outdoor watering restrictions. Additionally, Certificate Holders request the most recent bathymetric surveys be used for determining reservoir system storage capacity. The Certificate Holders request details be added regarding provisions for two projects to enhance/augment the amount of freshwater going into the receiving estuary and timelines for those projects.

After considering the proposals and the presentations of the parties, the Commission finds that it has authority to establish operational procedures under Special Condition 5.B. of Certificate of Adjudication No. 21-3214, and that operational procedures previously established should be amended. The Commission finds that, because of the need to continue to monitor the ecological environment and health of related living marine resources of the estuaries to assess the effectiveness of freshwater inflows provided by requirements contained in this Agreed Order relating to releases and spills from Choke Canyon Reservoir and Lake Corpus Christi (collectively referred to as the Reservoir System), as well as return flows, and to evaluate potential impacts which may occur to the reservoirs as well as to the availability of water to meet the needs of the Certificate Holders and their customers which may result from those operational procedures, the existing advisory council should be maintained to consider such additional information and related issues and to formulate recommendations for the Commission's review.

The Commission additionally finds that based on the preliminary application of the Texas Water Development Board's Mathematical Programming Optimization Model, (GRG-2), 138,000 acre-feet of fresh water is necessary to achieve maximum harvest in the Nueces Estuary; and, therefore, when water is impounded in the Lake Corpus Christi-Choke Canyon Reservoir System to the extent greater than 70 percent of the system's storage capacity, the delivery of 138,000

acre-feet of water to Nueces Bay and/or the Nueces Delta, by a combination of releases and spills, together with diversions and return flows noted below, should be accomplished; and that during periods when the reservoir system contains less than 70 percent storage capacity, reductions in releases and spills, along with diversions and return flows, are appropriate in that a satisfactory level of marine harvest will be sustained and the ecological health of the receiving estuaries will be maintained.

The Commission finds that return flows, other than to Nueces Bay and/or the Nueces Delta, that are delivered to Corpus Christi Bay and other receiving estuaries are currently in the assumed amount of 54,000 acre-feet per annum (per calendar year), and that they shall be credited at this amount until such time as it is shown that actual return flows to Corpus Christi Bay and other receiving estuaries exceed 54,000 acre-feet per annum.

The Commission finds that by contractual relationships, the City of Corpus Christi is the managing entity for operating the Reservoir System.

The Commission finds that the Motion by the City of Corpus Christi and Nueces River Authority to Amend this Agreed Order is reasonable and should be granted. Benefits of the proposed diversion project and operating changes will include increased water supply, increased reservoir storage levels, increased positive flow events for Rincon Bayou and the upper Nueces Delta, increased sources of nitrogen for the upper delta, and lower salinity levels in the upper delta.

When the Commission uses the word "release" in this Order, release means spills, inflow passage, intentional releases, and return flows; provided, however, under this Order no release from storage is required to meet conditions of this Order.

By consenting to the issuance of this Agreed Order, no party admits or denies any claim, nor waives with respect to any subsequent proceeding any interpretation or argument which may be contrary to the provisions of this Agreed Order.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION THAT:

1. a. The City of Corpus Christi, as operator of the Choke Canyon/Lake Corpus Christi reservoirs (the "Reservoir System"), shall provide not less than 151,000 acre-feet of water per annum (per calendar year) for the estuaries by a combination of releases and spills from the Reservoir System at Lake Corpus Christi Dam and return flows to Nueces and Corpus Christi Bays and other receiving estuaries (including such credits as may be appropriate for diversion of river flows and/or return flows to the Nueces Delta and/or Nueces Bay), as computed and to the extent provided for herein.
- b. When water impounded in the Reservoir System is greater than or equal to 70 percent of storage capacity, a target amount of 138,000 acre-feet is to be delivered to Nueces Bay and/or the Nueces Delta by a combination of releases and spills from

the Reservoir System as well as diversions and return flows. In accordance with the monthly schedule and except as provided otherwise in this Agreed Order, target inflows to Nueces Bay and/or the Nueces Delta shall be in the acre-foot amounts as follow:

January	2,500	July	6,500
February	2,500	August	6,500
March	3,500	September	28,500
April	3,500	October	20,000
May	25,500	November	9,000
June	25,500	December	4,500

It is expressly provided, however, that releases from Reservoir System storage shall not be required to satisfy the above targeted inflow amounts, as calculated in Subparagraph d.

- c. When water impounded in the Reservoir System is less than 70 percent but greater than or equal to 40 percent of storage capacity, a targeted amount of 97,000 acre-feet is to be delivered to Nueces Bay and/or the Nueces Delta by a combination of releases and spills from the Reservoir System as well as diversions and return flows. In accordance with the monthly schedule and except as provided otherwise in this Agreed Order, target inflows to Nueces Bay and/or the Nueces Delta shall be in the acre-foot amounts as follows:

January	2,500	July	4,500
February	2,500	August	5,000
March	3,500	September	11,500
April	3,500	October	9,000
May	23,500	November	4,000
June	23,000	December	4,500

It is expressly provided, however, that releases from Reservoir System storage shall not be required to satisfy the above targeted inflow amounts as calculated in Subparagraph d.

- d. The amounts of water required in subparagraphs 1.b. and 1.c. will consist of return flows, and intentional diversions, as well as spills and releases from the Reservoir System as defined in this subparagraph. For purposes of compliance with monthly targeted amounts prescribed above, the spills and releases described in this paragraph shall be measured at the U.S. Geological Survey stream monitoring station on the Nueces River at Calallen, Texas (USGS Station No. 08211500). Any inflows, including measured wastewater effluent and rainfall runoff meeting lawful discharge standards which are intentionally diverted to the upper Nueces Delta region, shall be credited toward the total inflow amount delivered to Nueces Bay and/or the Nueces

Delta. Inflow passage from the Reservoir System for the purpose of compliance with the monthly targeted amounts prescribed in subparagraphs 1.b. and 1.c. shall in no case exceed the estimated inflow to Lake Corpus Christi as if there were no impoundment of inflows at Choke Canyon Reservoir. The estimated inflow to Lake Corpus Christi as if there were no impoundment of inflows at Choke Canyon Reservoir shall be computed as the sum of the flows measured at the U.S. Geological Survey (USGS) STREAMFLOW GAGING STATIONS ON THE Nueces River near Three Rivers (USGS No. 08210000), Frio River at Tilden, Texas (USGS No. 08206600), and San Miguel Creek near Tilden, Texas (USGS No. 08206700) less computed releases and spills from Choke Canyon Reservoir.

- e. The passage of inflow necessary to meet the monthly targeted allocations may be distributed over the calendar month in a manner to be determined by the City. Relief from the above requirements shall be available under subparagraphs (1) or (2) below and Section 2.(b) and 3.(c) at the option of the City of Corpus Christi. However, passage of inflow may only be reduced under one of those subparagraphs below, for any given month.
 - (1) Inflows to Nueces Bay and/or the Nueces Delta in excess of the required monthly targeted amount may be credited for up to fifty (50) percent of the targeted requirement for the following month, based on the amount received.
 - (2) When the mean salinity in Upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52") for a 10-day period, ending at any time during the calendar month for which the reduction of the passage of inflow is sought, is below the SUB*, pass through of inflow from the reservoir system for that same calendar month may be reduced as follows:
 - (a) For any month other than May, June, September and October, if 5 parts per thousand (ppt) below the SUB for the month, a reduction of 25% of the current month's targeted Nueces Bay inflow;
 - (b) If 10 ppt below the SUB for the month, a reduction of 50 % of the current month's targeted Nueces Bay inflow except that credit under this provision is limited to 25 % during the months of May, June, September and October;

* "SUB" means "salinity upper bounds" as set forth more specifically in Section 3.b.

- (c) If 15 ppt below the SUB for that month, a reduction of 75% of the current month's targeted Nueces Bay inflow.

- f. The City of Corpus Christi shall submit monthly reports to the Commission containing daily inflow amounts provided to the Nueces Estuary in accordance with this Agreed Order through releases, spills, return flows and other freshwater inflows.
- 2.
- a. Certificate holders are to provide in any future contracts or any amendments, modifications or changes to existing contracts the condition that all wholesale customers and any subsequent wholesale customers shall develop and have in effect a water conservation and drought management plan consistent with Commission rule. The City of Corpus Christi shall solicit from its customers and report to the Commission annually the result of conservation under the City's plan, the customers' plans, and the feasibility of implementing conservation plans and programs for all users of water from the reservoir system. This report shall be submitted with the Certificate Holder's annual water use report as provided by 31 T.A.C. §295.202.
 - b. The Certificate Holders may reduce targeted Nueces Bay inflows during times of prolonged drought in accordance with this subparagraph 2.
 - (1) When the combined storage in the Choke Canyon/Lake Corpus Christi reservoir system (Reservoir System Storage) falls below 50% of the total system storage capacity, the City of Corpus Christi shall issue public notice advising and informing the water users of the region of voluntary conservation measures that are requested immediately and required drought management measures to be taken should the Reservoir System Storage fall to under 40% and/or 30% of total system storage capacity. To the extent of its legal authority, the City of Corpus Christi shall require its wholesale customers to issue public notice advising and informing the water users of the region of voluntary conservation measures that are requested immediately and required drought management measures to be taken should the Reservoir System Storage fall to under 40% and/or 30% of total system storage capacity.
 - (2) In any month when Reservoir System Storage is less than 40%, but equal to or greater than 30% of total system storage capacity, the City of Corpus Christi shall implement time of day outdoor watering restrictions and shall reduce targeted inflows to Nueces Bay to 1,200 acre-feet per month (1,200 acre-feet per month represents the quantity of water that is the median inflow into Lake Corpus Christi during the drought of record). Time of day outdoor watering restrictions prohibit lawn watering between the hours of 10:00 o'clock a.m. and 6:00 o'clock p.m. and are subject to additional conditions as described in the City of Corpus Christi's approved "Water Conservation and Drought Contingency Plan ("Plan")." To the extent of its legal authority, the City of Corpus Christi shall require its wholesale customers to implement time of day outdoor watering restrictions similar to those of the City.

- (3) In any month when Reservoir System Storage is less than 30% of total system storage capacity, the City of Corpus Christi shall implement a lawn watering schedule in addition to time of day outdoor watering restrictions (see subparagraph 2.b.(2)) and shall suspend the passage of inflow from the Reservoir System for targeted inflows to Nueces Bay. However, return flows directed into Nueces Bay and/or the Nueces Delta shall continue. The lawn watering schedule shall allow customers to water lawns no oftener than every five days, subject to the time of day restrictions described in subparagraph 2.b.(2) and any additional conditions as described in the City's Plan.
 - (4) Certificate Holders' may implement whole or partial suspension of the passage of inflow through the reservoir as described above when the City implements, and requires its customers to implement, water conservation and drought management measures at diminished Reservoir System levels, as set forth in subparagraphs b.(2) and b.(3).
- c. For purposes of this Agreed Order, Reservoir System storage capacity shall be determined by the most recently completed bathymetric survey of each reservoir. As of 2001, completed bathymetric surveys of each reservoir reports conservation storage capacities of 695,271 acre-feet (below 220.5 feet mean sea level) for Choke Canyon Reservoir (Volumetric Survey of Choke Canyon Reservoir, TWDB September 23, 1993) and 241,241 acre-feet (below 94 feet mean sea level) for Lake Corpus Christi (Regional Water Supply Planning Study-Phase I Nueces River Basin, HDR, December, 1990).
 - d. Percentage of the Reservoir System capacity shall be determined on a daily basis and shall govern, in part, the inflow to be passed through the reservoir during the remaining days of the month.
 - e. Within the first ten days of each month, the City of Corpus Christi shall submit to the Commission a monthly report containing the daily capacity of the Reservoir System in percentages and mean sea levels as recorded for the previous month as well as reservoir surface areas and estimated inflows to Lake Corpus Christi assuming no impoundment of inflows at Choke Canyon Reservoir. The report shall indicate which gages or measuring devices were used to determine Reservoir System capacity and estimate inflows to Lake Corpus Christi.
 - f. Concurrent with implementing subparagraphs 2.b.(1) through 2.b.(3), the City shall proceed to:
 - 1. Acquire land rights to properties necessary to re-open the Nueces River Overflow Channel and make the Nueces River Overflow Channel and Rincon Bayou Overflow Channel permanent features of the Rincon Bayou Diversion;

2. Construct and operate a conveyance facility to deliver up to 3,000 acre-feet per month of required Reservoir System "pass-throughs" directly from the Calallen Pool into the Upper Rincon Bayou by use of one or two of the five authorized points of diversion under Certificate of Adjudication No. 2464, being the existing San Patricio Municipal Water District point of diversion and/or a point on the North bank of the Calallen Pool located at Latitude 27.8823°N, Longitude 97.6254°W, also bearing S 27° 24' W, 4,739 feet from the southwest corner of the J.H.W. Ottman Survey, Abstract No. 212, San Patricio County, Texas, where the water will be pumped at the maximum rate of 45,000 gpm; and
 3. Implement an on-going monitoring and assessment program designed to facilitate an "adaptive management" program for freshwater inflows into the Nueces Estuary.
 4. Construction necessary to implement subparagraph 2.f.1. shall be accomplished by December 31, 2001 and work necessary to accomplish subparagraph 2.f.2. shall be accomplished by December 31, 2002.
 5. In the event the City fails to timely complete the work set forth in subparagraphs 2.f.1. and 2.f.2., this amendment shall automatically terminate and the provisions of the Agreed Order of April 28, 1995 shall be reinstated and become operative despite this amendment, unless the Executive Director grants a modification after considering the recommendations of the Nueces Estuary Advisory Council.
- g. The Executive Director is delegated authority to make modifications to subparagraph 2.f., after considering the recommendations of the Nueces Estuary Advisory Council. However, changes may be made through this process only with the City's consent if the changes result in increased costs to the City.
- If the Executive Director makes modifications to subparagraph 2.f. as authorized in this paragraph, any affected person may file with the chief clerk a motion for reconsideration of the Executive Director's action no later than 23 days after the date the Executive Director mails notice of the modification to the City. This motion shall be considered under the provisions of 30 Texas Administrative Code § 50.39(d) and (e).
- h. The City shall obtain all necessary permits from the Commission before beginning these projects. The deadlines set out above include time necessary to apply for, process and, if necessary, complete hearings on these permits.
3. a. The City of Corpus Christi, with the assistance and/or participation of federal, state and local entities, shall maintain a monitoring program to assess the effect of this

operating plan on Nueces Bay. The cornerstone of this program is the development of a salinity monitoring program. The program shall include at least two monitoring stations, one in upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52") and one in mid Nueces Bay (Lat. 27°51'25", Long. 97°25'28") with the capability of providing continuous salinity and/or conductivity data, temperature, pH, and dissolved oxygen levels. Additional stations may be established at the recommendation of the Advisory Council (continued by paragraph 4 of this Agreed Order) to assess inflow effects throughout the estuarine system, but the City shall not be obligated to establish such additional stations except to the extent authorized by its City Council.

- b. The City of Corpus Christi or its designated representatives shall monitor salinity levels in Upper and Mid-Nueces Bay. The lower (SLB) and upper (SUB) salinity bounds (in parts per thousand-ppt) developed for application of the Texas Estuarine Mathematical Programming Model and considered appropriate for use herein, are as follows:

	SLB	SUB		SLB	SUB
January	5	30	July	2	25
February	5	30	August	2	25
March	5	30	September	5	20
April	5	30	October	5	30
May	1	20	November	5	30
June	1	20	December	5	30

- c. When the average salinity for the third week (the third week includes the seven days from the 15th through 21st) of any month is at or below the subsequent month's established SLB for upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52"), no releases from the Reservoir System to satisfy targeted Nueces Bay inflow mounts shall be required for that subsequent month.
- d. All data collected as a result of the monitoring program required by paragraph 3 of this Agreed Order shall be submitted monthly to the Commission within the first ten days of the immediately following month. The Nueces Estuary Advisory Council shall study the feasibility of developing a method of granting credits for inflows which exceed the required amounts to replace the credits that are set out in subparagraph 1.e.(1) and make recommendations to the Commission for possible implementation. That method shall have as its goal the maintenance of the proper ecological environment and health of related living marine resources and the provision of maximum reasonable credits towards monthly inflow requirements.
4. a. To assist the Commission in monitoring implementation of this Order and making recommendations to the Commission relating to any changes to this Agreed Order and the establishment of future operating procedures, the Nueces Estuary Advisory

Council shall be continued. Its members shall include, but are not limited to a qualified representative chosen by each of the following entities or groups: the Executive Director of the Texas Natural Resource Conservation Commission, whose representative shall serve as chair; the Texas Water Development Board; the Texas Parks and Wildlife Department; the Texas Department of Health; the General Land Office; the holders of Certificate of Adjudication No. 21-3214 (the Cities of Corpus Christi and Three Rivers and the Nueces River Authority; the University of Texas Marine Science Institute; Texas A&M University - Corpus Christi; Save Lake Corpus Christi; Corpus Christi Chamber of Commerce; the City of Mathis; Coastal Bend Bays and Estuaries Program, Inc.; a commercial bay fishing group; a conservation group (e.g. the Sierra Club and the Coastal Bend Bays Foundation); wholesale water suppliers who are customers of the Certificate Holders (e.g., the South Texas Water Authority and the San Patricio Municipal Water District); the Port of Corpus Christi Authority; and a representative of industry. The representatives should have experience and knowledge relating to current or future water use and management or environmental and economic needs of the Coastal Bend area.

- b. No modification shall be made to this Order without the unanimous consent of the Certificate Holders, except to the extent provided by law.
- c. Matters to be studied by the Nueces Estuary Advisory Council and upon which the Executive Director shall certify recommendations to the Commission shall include, but are not limited to:
 - (1) the effectiveness of the inflow requirements contained in this Agreed Order on Nueces Estuary and any recommended changes;
 - (2) the effect of the releases from the Reservoir System upon the aquatic and wildlife habitat and other beneficial and recreational uses of Choke Canyon Reservoir and Lake Corpus Christi;
 - (3) the development and implementation of a short and long-term regional water management plan for the Coastal Bend Area;
 - (4) the salinity level to be applied in Paragraphs 1.e. and 3.c., at which targeted inflows in the subsequent month may be suspended;
 - (5) the feasibility of discharges at locations where the increased biological productivity justifies an inflow credit computed by multiplying the amount of discharge by a number greater than one; and development of a methodology for granting credits for inflows which exceed the required amount to replace the credits that are set out in subparagraph 1.e. That methodology shall have as its goal the maintenance of the proper ecological

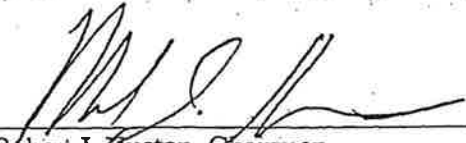
environment and health of related living marine resources and the provision of maximum reasonable credits towards monthly inflow requirements; and,

(6) any other matter pertinent to the conditions contained in this Agreed Order.

5. This Agreed Order shall remain in effect until amended or superseded by the Commission.

Issued date: APR 05 2001

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION


Robert J. Houston, Chairman

DIVISION 4. - WATER CONSERVATION—DROUGHT CONTINGENCY PLAN

Sec. 66-66. Introduction.

This Division is the Drought Contingency Plan (hereinafter referred to as “DCP”) for the City of Ingleside (hereinafter referred to as “City”) and its customers. The purpose of this DCP is to:

- (1) Conserve the available water supply by reducing the City’s water demand as much as possible during a drought in order to protect the integrity of water supply facilities (with particular regard for domestic water use, sanitation and fire protection);
- (2) Minimize the adverse impacts of water supply shortages or other water supply emergency conditions;
- (3) Serve as a framework to identify and manage a drought or a state of water emergency; and
- (4) Preserve and protect public health, welfare, and safety.

This DCP was created so that the City can reduce demand when supplies are low so customers have sufficient water during drought conditions. This DCP explains the triggers initiated by a drought and the steps to take during each stage of a drought.

The DCP is different from the Water Conservation Plan (WCP) because a DCP is a responsive plan that addresses drought conditions or water emergencies and defines actions that will be taken when certain criteria are met. Typically, these criteria consist of three or more “stages” in response to water supply storage levels (e.g., when reservoir storage levels drop below 40%, Stage 1 is initiated), or a water emergency.

A WCP is a proactive plan for addressing overall goals and actions that will help a utility implement year-round sustainable and efficient water conservation programs.

The DCP follows the TCEQ guidelines and has been prepared in accordance with Texas Administrative Code Title 30 Chapter 288 Subchapter B Rule §288.20 for Municipal Uses by Public Water Suppliers.

Sec. 66-67. Declaration of Policy and Reason.

The City hereby adopts the following regulations and restrictions on the delivery and consumptions of water in order to:

- (1) conserve the available water supply;
- (2) protect the integrity of water supply facilities with particular regard for domestic water use;
- (3) ensure sanitation;
- (4) ensure fire protection;
- (5) protect and preserve public health, welfare, and safety; and
- (6) minimize the adverse impacts of water-supply shortages or other water-supply emergency conditions.

The City hereby adopts the following regulations and restrictions on the delivery and consumptions of water.

Water uses regulated or prohibited under this DCP are considered to be non-essential, and continuation of such uses during times of water shortage or other emergency water-supply conditions are deemed to constitute a waste of water, which subjects the offender(s) to penalties as defined in Section 66-78 of this Division.

Since the City first started supplying its customers with water, the region has experienced several periods of drought. Over the years, new water supplies have been added and conservation measures have been strengthened to ensure water security for residents and businesses served by the City. However, with the variability of weather patterns in South Texas and a continually growing population, it is critical that the City plans for future drought conditions.

Currently, the region's water supply system is comprised of three reservoirs and one run-of-the-river right: Lake Corpus Christi, Choke Canyon Reservoir, Lake Texana and the Colorado River. However, the criteria to trigger drought stages are based on the combined capacity of Lake Corpus Christi and Choke Canyon Reservoir.

Due to the frequency of drought in South Texas, this DCP was developed and it adopts measures that will dramatically cut water consumption in order to conserve water supplies.

Sec. 66-68. Public Education.

On May 27, 2025, the City Council held a public hearing and meeting during which this DCP was presented for review and adoption. The item was included on the official meeting agenda, and members of the public were provided with the opportunity to comment at the public hearing and on any agenda item, including the DCP.

The City will work with its customers to inform them about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated, and the drought measures to be implemented in each stage. This information will be provided by utility bill inserts, email notices to customers, and notice on the City's website (www.inglesidetx.gov).

Notification to the public about when drought stages go into effect or when restrictions are lifted is explained in more detail in Section 66-74.

Sec. 66-69. Coordination with Regional Water Planning Groups.

The service area of the City is located within the Coastal Bend Regional Water Planning Area (Region N) and the City has provided a copy of this DCP to Region N in care of the Nueces River Authority.

The San Patricio Municipal Water District shall review and, if necessary, update the Drought Contingency Plan (DCP) at least once every five years, taking into account new or updated

information, such as revisions to the regional water plan. Following this, the City shall also review the DCP every five years and implement updates as deemed appropriate.

Sec. 66-70. Authorization.

The City Manager, or designee, is hereby authorized and directed to implement the applicable provisions of the DCP upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency stages or restriction(s) as described in this DCP. The City Manager, or designee, shall notify the members of the City Council before implementing any measures.

Sec. 66-71. Application.

The provisions of this DCP shall apply to all persons, customers, and property utilizing water provided by the City. The terms “person” and “customer” as used in the DCP include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 66-72. Definitions.

For the purposes of this DCP, the following definitions shall apply:

Aerobic irrigation system: an irrigation system that utilizes a home or business’s treated wastewater from its aerobic septic system.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial account: water used in the operations of commercial, non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Contract (end-user) water customers: a private entity that has a contract with the City to receive raw or treated water supplies for its sole use (i.e. does not resell to other users).

Customer: any person, company, or organization using water supplied by the City and paying a retail water bill.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: a method of watering plants using a network of tubes, pipes, valves, and emitters that slowly drips water to the roots of plants to minimize evaporation. Soaker hoses are not a substitute for a proper drip irrigation system.

Large volume account/Industrial user: utility accounts of entities who use more than 10,000,000 gallons of water a month for processes designed to convert materials of lower value into forms having greater usability and use.

Irrigation account/meter: a meter connected solely to an irrigation system. This type of meter does not incur wastewater fees on water used through this meter.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, athletic fields, and medians.

Non-essential water use: water uses that are not essential or not required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this DCP;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
- (3) Use of water to wash down any impervious cover including sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection or health reasons;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (7) Use of water in an aesthetic feature, including fountain or pond except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak; and
- (9) Use of water from hydrants for construction purposes or any other purposes other than firefighting or flushing needed to maintain chlorination levels and protect public health.

Pool cover: a material designated to cover the surface area of a swimming pool when it is not in use. Pool covers can come in different types including manual, semi-automatic, automatic, and can be made from different materials such as mesh, solid vinyl, solar blankets, or pool floaties. Pool covers do not include tree canopies, pergolas, gazebos, or similar structures.

Reservoir capacity: the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi, as measured in percentage of the full combined volume.

Surcharge: temporary rate to manage demand in times of drought.

Water well: any facility, device, or method used to withdraw groundwater from a groundwater reservoir.

Sec. 66-73. Criteria for Initiation and Termination of Drought Stages.

The City Manager, or designee, shall monitor the San Patricio Municipal Water District's actions, water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the DCP, that is, when the specified “triggers” are reached. However, the City Manager, or designee, in the exercise of the City Manager’s discretion, may initiate or terminate any stage when the City Manager deems necessary at any time. This section explains the triggers of each stage. Best management practices and water use restrictions for each drought stage are described in Section 66-75.

The combined reservoir storage level of Choke Canyon Reservoir and Lake Corpus Christi is the triggering criterion that is monitored for determining drought stages, based on the TCEQ 2001 Agreed Order (amended April 17, 2001) relating to inflows into Nueces Bay and Estuary.

(a) Water Shortage Watch

Trigger for initiation – Customers shall be requested to voluntarily conserve water and adhere to prescribed conditions on specific water uses when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi fall below 50%.

Trigger for termination – The watch may be terminated when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi increase above 50% for 15 consecutive calendar days.

(b) Stage 1 – Mild Water Shortage

Trigger for initiation – Stage 1 begins when the combined reservoir storage level declines below 40%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 1 may be terminated when the combined storage levels increase above 50%.

(c) Stage 2 – Moderate Water Shortage

Trigger for initiation – Stage 2 begins when the combined storage level declines below 30%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 2 may be terminated when the combined storage levels increase above 40%. Upon termination of Stage 2, Stage 1 becomes operative.

(d) Stage 3 – Critical Water Shortage

Trigger for initiation – Stage 3 begins when the combined storage level declines below 20%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 66-75.

Trigger for termination – Stage 3 may be terminated when the combined storage levels increase above 30%. Upon termination of Stage 3, Stage 2 becomes operative.

(e) Water Emergency

1) Level 1 Water Emergency

Trigger for initiation – A Level 1 Water Emergency begins when the City Manager, or designee, determines that the City is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The City Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination - The Level 1 Water Emergency may be terminated when the City Manager, or designee, determines that the City's total water supply can meet the total regional demands for more than 180 days.

2) Level 2 Water Emergency

Trigger for initiation – A Level 2 Water Emergency begins when the City Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to;

- (1) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the City's water treatment facilities;
or
- (2) Water production or distribution system limitations; or
- (3) Natural or man-made contamination of the water supply source.

Trigger for termination – The Water Emergency may be terminated when the City Manager, or designee, deems appropriate.

Sec. 66-74. Drought Stage Notification.

The City Manager, or designee, shall monitor the San Patricio Municipal Water District's actions and water supply and/or demand conditions on a weekly basis and, in accordance with the triggering criteria set forth in Section 66-73 of this Division, shall determine that a mild, moderate, critical, or a water emergency exists and shall implement the following notification procedures.

Notification to the Public:

The City Manager, or designee, shall notify the public for every change in drought stage status by any or all of the following:

- (1) City's website (www.inglesidetx.gov)
- (2) Publication in local newspaper
- (3) Notice on the monthly utility billing
- (4) Public Service Announcements
- (5) Signs posted in public places

Additional Notification:

The City Manager, or designee shall, at a minimum, notify directly, or cause to be notified directly, the following individuals and entities for every change in drought stage status:

- (1) Mayor and City Council
- (2) Major water users (such as industries)
- (3) Texas Commission on Environmental Quality (TCEQ) – note: TCEQ executive director MUST be informed within five (5) business days of mandatory water use restrictions being imposed

Sec. 66-75. Drought Stages, Best Management Practices per Stage.

A summary of water use reduction targets for each drought stage is presented in the following table. Further discussion on best management practices and implementation practices associated with each stage of drought is included below. During Stages 1, 2, and 3, requests for exemptions may be presented to the City Manager or designee.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
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Water Shortage Watch	<50%	5%
Stage 1 - Mild Water Shortage	<40%	5%
Stage 2 - Moderate Water Shortage	<30%	10%
Stage 3 - Critical Water Shortage	<20%	15%
Water Emergency Level 1 Level 2	Not Applicable	25% 50%

(a) Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water with the water use conditions below.

Best Management Practices for Supply Management:

The City will enact voluntary measures to reduce or discontinue the flushing of water mains if practicable and utilize reclaimed water for non-potable uses to the greatest extent possible. The City will prioritize sources of supply not impacted by drought conditions, when available, including interruptible supplies from Lake Texana during times when Lake Texana water level is at or above 43 feet mean sea level in accordance with Lavaca-Navidad River Authority (LNRA) contract. The City will actively promote educational messages in the media about how to reduce water use through conservation practices, and rules of the drought stages.

Water Use Conditions for Reducing Demand

- 1) Water customers are requested to voluntarily limit the irrigation of landscaped areas to **once per week**.
- 2) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- 3) All operations of the City shall adhere to water use restrictions prescribed for Stage 1.
- 4) Water smart techniques will be promoted by City departments.

(b) Stage 1 Response – Mild Water Shortage

Target: During Stage 1, achieve a 5% reduction in daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

Under Stage 1, the City will:

- (1) Use more repair crews if necessary to allow for a quicker response time for water-line leak repair; and
- (2) City crews begin monitoring customers' compliance with Stage 1 restrictions during the course of their daily rounds.
- (3) In addition to the restrictions outlined below, City departments will make every effort to conserve water, including no new landscaping installation and no filling of ponds.
- (4) Increase targeted outreach to high-consumption industrial and commercial customers to urge water use reductions.
- (5) Increase public education and outreach regarding water use reduction by using the following practices:
 - a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - e. Take shorter showers.
 - f. You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - g. When hand-washing dishes, never run water continuously.
 - h. If you have a dishwasher appliance, use it only to wash full loads, and use the shortest cycle possible.
 - i. Wash only full loads in your washing machine and use the shortest cycle possible.
 - j. Repair leaks quickly.
 - k. Clean outdoor surfaces with a broom, not a hose.
 - l. Water during the cool part of the day, in the morning or evening.
 - m. Do not over water in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction

Under threat of penalty for violation, the following water use restrictions shall apply to all persons during Stage 1:

- (1) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to once per week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated

watering day in accordance with Section 66-74. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.

- a. Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must apply for an exemption from the City to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (2) No watering or irrigating of landscaped areas by hose-end sprinkler or automatic irrigation systems will be allowed between the hours of 10:00 a.m. and 6:00 p.m. to prevent evaporative loss.
- (3) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special exemption from the City.
- (4) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. However, if the golf course utilizes non-potable or a water source other than that provided through the City infrastructure, the facility shall not be subject to these regulations.
- (5) The use of water to maintain the integrity of building foundations is limited to designated watering days.

(c) Stage 2 Response – Moderate Water Shortage

Target: During Stage 2, achieve a 10% reduction in total daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 1, the City will also do the following during Stage 2:

- (1) Eliminate the flushing of water mains unless required for decontamination and/or public safety; and
- (2) Review customers' water usage for compliance based on the previous month's water use and notify violators verbally or in writing as the situation dictates.
- (3) Increase public education and outreach regarding water use reduction by using the following practices:

- a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
- b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water to clean your brush.
- c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
- d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
- e. You can reduce water usage by 40% to 50% by installing low-flush toilets.
- f. When hand-washing dishes, never run water continuously.
- g. If you have a dishwasher appliance, use it only to wash full loads.
- h. Wash only full loads in your washing machine and use the shortest cycle possible.
- i. Fix leaks quickly.
- j. Clean outdoor surfaces with a broom, not a hose
- k. Do not overwater in anticipation of a shortage. Soil cannot store extra water

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 shall remain in effect during Stage 2 except as modified below:

- (1) Irrigation of landscaped areas with hose-end sprinklers and automatic irrigation systems shall be limited to once every other week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 - a. Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for a permit from the City to be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (2) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes non-potable or a water source other than that provided through the City infrastructure or done by means of hand-held hoses, or hand-held buckets.

- (3) A person or entity who owns, leases or manages an outdoor swimming pool (including publicly-owned pools) shall begin preparation for the Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.
- (4) Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.
- (5) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

Optional Measures:

During Stage 2, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, following similar actions implemented by the San Patricio Municipal Water District and with prior city council notification, as conditions warrant:

- (1) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers’ bill.
 - b. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers’ bill.
 - c. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers’ bill.

(d) Stage 3 Response – Critical Water Shortage

Target: During Stage 3, achieve a 15% or greater reduction in daily water with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the City will also do the following during Stage 3:

- (1) Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- (2) Increase public education and outreach regarding water use reduction by using the following practices:
 - a. Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - b. When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.

- c. When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - d. Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - e. You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - f. When hand-washing dishes, never run water continuously.
 - g. If you have a dishwasher appliance, use it only to wash full loads.
 - h. Wash only full loads in your washing machine and use the shortest cycle possible.
 - i. Repair leaks quickly.
 - j. Clean outdoor surfaces with a broom, not a hose.
- Do not overwater in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- (1) Irrigation of turf grass by any means shall be prohibited at all times.
- (2) Drip irrigation for foundations and landscaped beds is allowed every other week on the designated watering schedule. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day in accordance with Section 66-74.
- (3) Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a faucet-filled bucket, or a watering can of five (5) gallons or less.
- (4) Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the City Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system shall still apply for an exemption from the City. An exception certificate should be prominently posted on the premises within two (2) feet of the street number located on the premises.
- (5) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- (6) The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- (7) A person or entity who owns, leases, or manages an outdoor swimming pool (including publicly-owned pools) shall have approximately 100% of the pool surface area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.

- (8) Operators of water parks must seek approval from the City prior to the filling, refilling, or adding water to water parks.
- (9) All fountains shall only operate to circulate water in order to maintain equipment.
- (10) Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.

Optional Measures:

During Stage 3, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, following similar actions implemented by the San Patricio Municipal Water District and with prior city council notification, as conditions warrant:

- (1) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
 - b. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - c. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.

(e) Water Emergency

Level 1 Water Emergency

In the event that the triggering criteria specified in Section 66-73(e) – Level 1 Water Emergency of the DCP is met, the City Manager, or designee is hereby authorized to implement pro-rata curtailment of water supplies to all customers in accordance with Texas Water Code §11.039. The initiation of pro-rata curtailment preparations shall begin during Stage 3.

Target: During a Level 1 Water Emergency, pro-rata curtailment will be required and may start at 5% or greater reduction of total water demand, depending on the forecasted water supply conditions. Surcharges and allocations are enforceable during a Water Emergency, as described in Section 66-76.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- (1) Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.

- (2) Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- (1) Irrigation of all landscaped areas is absolutely prohibited.
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- (3) Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Level 2 Water Emergency

Target: During a Level 2 Water Emergency, achieve the necessary reduction in daily water demand to meet minimum system pressure requirements with the below water use restrictions. In addition, during a Level 2 Water Emergency all requirements from a Level 1 Water Emergency may be authorized under this section. Surcharges and curtailments are enforceable during a Water Emergency, as described in Section 66-76.

During a water emergency such as a catastrophic failure of infrastructure or cross-connection contamination, the City shall implement all necessary measures to protect public health and safety.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- (1) Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- (2) Contact large-volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- (1) Irrigation of all landscaped areas is absolutely prohibited.

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- (3) Associated uses of water not related to business process which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Optional Measures:

During a Level 1 or Level 2 Water Emergency, the following measure is an optional water use restriction that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- (1) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought stage shall be in effect.
- (2) The following surcharge will be added to a customer's water bill:
 - a. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - b. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - c. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.

Sec. 66-76. Surcharges for Drought Stages 2, 3, Water Emergency and Service Measures.

(a) General

- (1) The surcharges established herein are solely intended to regulate and deter the use of water during a period of serious drought in order to achieve necessary water conservation. The City Council expressly finds that the drought poses a serious and immediate threat to the public and economic health and general welfare of this community, and that the surcharges and other measures adopted herein are essential to protect said public health and welfare.
- (2) This section, and the surcharges and measures adopted herein, are an exercise of the City's powers under its Home Rule Charter and the laws of the State of Texas, and the surcharges and connection fees are conservation rates intended to meet fixed costs as a result of lost revenue.
- (3) With City Council approval, the City Manager, or designee, is authorized to determine trigger points or allocations and surcharges during Stages 2, 3, and a Water Emergency.

- (4) A customer may appeal a drought surcharge established under this Section to the City Manager or designee on grounds of unnecessary hardship, through the process outlined in Section 66-77.
- (b) Drought surcharge funds will first be reported to the City Council and used as directed by the City Council.

Sec. 66-77 Requests for Exemptions and Variances.

- (1) The City Manager, or designee may, in writing, grant a temporary variance to any of the provisions for water users found in this DCP upon determination that failure to grant such variance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance.
- (2) A person requesting an exemption or variance from the provisions of this DCP shall file a request on the City-provided application for an exemption/variance with the City within 5 days after a particular drought response stage has been invoked. All request forms shall be reviewed by the City Manager, or designee, and shall include the following:
 - a. Name and address of the water user(s).
 - b. Purpose of water use.
 - c. Specific provision(s) of the DCP from which the water user is requesting relief.
 - d. Detailed statement as to how the specific provision of the DCP adversely affects the water user or what damage or harm will occur to the water user or others if water user complies with this DCP.
 - e. Description of the exemption requested.
 - f. Period of time for which the exemption is sought.
 - g. Alternative water use restrictions or other measures the water user is taking or proposes to take to meet the intent of this DCP and the compliance date.
 - h. Other pertinent information; or as required on exemption application.
- (3) No exemption nor variance shall be retroactive or otherwise justify any violation of this DCP occurring prior to the issuance of the exemption/variance.
- (4) The City Manager or designee shall consider requests of water users for special consideration to be given as to their respective particular circumstances and is hereby authorized to, in special cases, grant such variance from the terms of this DCP if such compliance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance as will not be contrary to the public interest, where, owing to special

conditions, a literal enforcement of the provisions of this DCP will result in unnecessary hardship, and so that the spirit of this DCP shall be observed and substantial justice done.

- (5) Should an exemption for special exception be granted, it shall be in effect from the time of granting through the termination of the then current stage, unless revoked by the City Manager or designee for noncompliance; provided, that the exemption is prominently posted on the premises within two (2) feet of the street number located on the premises.
- (6) A person denied request for permit or exception from these rules may appeal the decision to the City Manager by submitting a written request for appeal to the City Manager within five business days from issuance of denial. The decision of the City Manager shall be final.
- (7) Violations of any permit conditions may be enforced under Section 66-78.

Sec. 66-78. Enforcement.

- (1) A violation of this Division is a Class C Misdemeanor. No person or entity allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this DCP, or in an amount in excess of that permitted by any drought response stage in effect at the time. The culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation of this article is a strict liability offense.
- (2) The provisions of this plan constitute rules adopted under the authority set forth in Texas Water Code § 11.1272 and Title 30 Texas Administrative Code § 288.20. Any person who violates any provision of this plan will be subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of the municipal court, as provided by Chapter 30 of the Texas Government Code. Each day of violation will constitute a separate offense. In addition, the offending party will be liable to the city for any costs incurred by the city in connection with any violation. Compliance with this DCP may also be sought through injunctive relief in a court of competent jurisdiction. In accordance with the foregoing authority, any person that violates any provision of this DCP shall be subject to a fine of not more than \$500.00 per violation per day.
- (3) If any person or a second person in the same household or premises commits a second violation of this article, the city manager shall be authorized to discontinue water service to the premises where such violation occurs.
- (4) Any person, including a person classified as a customer of the city, who is in apparent control of the property where a violation occurs or originates is presumed to be the violator,

and proof that a violation occurred on a person's property constitutes a rebuttable presumption that the person committed the violation. Parents are responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control constitutes a rebuttable presumption that the parent committed the violation.

Sec. 66-79. Variances.

A temporary variance for existing water uses otherwise prohibited under this DCP may be obtained through the process outlined in Section 66-77.

Sec. 66-80. Effluent distributions; permit and regulations.

- (1) Upon implementation of the plan as provided in this division, the city may make available effluent water discharged from its sewage treatment plants for the purpose of watering lawns, grass, and other plants, dust control and similar uses. Such effluent water shall be made available only under the terms and conditions herein provided and only to such persons as are duly permitted as distributors as provided in this section. The city shall be under no obligation to provide such effluent and reserves the right to discontinue such service at any time and to limit the volume and to establish or alter loading procedures and/or locations as necessary for the efficient administration of the wastewater division.
- (2) No effluent distribution permit shall be issued except upon application filed with the wastewater division of the city. Every such application shall contain the following information:
 - a. Name of applicant.
 - b. Name of authorized representative (e.g., president of corporation; partner; etc.) if applicant is other than an individual.
 - c. Business address and phone number.
 - d. Residence address and phone number of authorized individual representative.
 - e. Description of each vehicle and container unit to be used in the transportation or distribution of effluent water, including the make, year, model, type, weight and gross vehicle weight, container unit capacity in gallons, vehicle registration number, and the state safety inspection certificate number and expiration date.
 - f. Names and driver's license number of every proposed driver of such vehicles.
 - g. Statement of previous use of container units and any proposed use after or concurrently with such units use for effluent distribution.
 - h. Statement of the proposed uses of any effluent water, including whether the use is proposed for residential, commercial, or industrial purpose.
- (3) Upon the filing of the required application, and payment of the permit fee specified herein for each container unit, the director of the public utilities department, or his designee, shall upon his determination that the applicant and vehicles and container units are in compliance with all applicable provisions of this division, issue a permit for each such container unit. Said permit shall identify the particular unit for which it is issued and shall be displayed in a prominent place upon the unit. Each unit shall be separately permitted.

- (4) The permit fee shall be in an amount to be set by resolution of the city council and listed in appendix A of this Code. Permits shall be issued on a quarterly basis from the effective date of this section; fee proration shall be on a monthly basis.
- (5) Provisions to the contrary notwithstanding, the permit fee herein required and the liability insurance requirements of subsection (f)(8) shall be waived for receipt of effluent water from the city treatment plant only. Every such restricted permit so issued shall be prominently marked to indicate such restriction.
- (6) Every effluent distribution permit shall be subject to the following terms and conditions and no person shall receive or distribute effluent water except in compliance herewith:
- a. Container units or tanks shall have a minimum capacity of 500 gallons; shall be capable of being closed watertight and shall be so closed during transport of effluent water; and shall be maintained in a leak-proof condition; provided, however, that special permits may be issued for container units with a capacity of less than 500 gallons upon the determination by the wastewater division superintendent that all other container unit specifications herein required have been met and that the particular container unit does not create an increased risk to the public health and safety.
 - b. No vehicle may be used in connection herewith which has not been reported on the application and approved for such use.
 - c. The city health department shall establish a course of instruction on the handling of wastewater effluent and shall issue a certificate to each driver or handler who completes such course. Every driver or handler shall be so certified prior to receiving any effluent water from the city.
 - d. Effluent water shall be used as soon as possible to prevent regrowth of bacteria. Permittees shall check effluent water in their units not less than every four hours for chlorine residual and bacteria levels, except for effluent stored in fixed-site containers which shall be checked not less than every eight hours.
 - e. Chlorine residuals shall be maintained at one milligram per liter (parts per million)[1 mg/l(ppm)], consistent throughout the effluent container.
 - f. Average fecal coliform (bacteria) levels shall not exceed 200 counts/100 ml.
 - g. Effluent containers, including those used for storage, shall be subject to inspection and approval of the city health department, whose inspectors are hereby authorized to prohibit the use of any container or effluent water which is determined to be outside the parameters established in this section or is otherwise determined to present a danger to the public health.
 - h. Every permittee shall provide proof of and shall maintain in force a policy of comprehensive general liability insurance covering personal injury and property damage with minimum limits of liability for personal injury in the amounts of \$100,000.00 per person and \$300,000.00 per occurrence and for property damage in the amount of \$50,000.00; or shall maintain a policy of general business liability insurance with a contractual liability endorsement; and shall maintain a policy of automobile liability insurance in the minimum amounts set by state law.

- i. By acceptance of a permit under this section and/or receipt of effluent water from the city system, the permittee and/or recipient of such effluent agree to fully indemnify, save and hold harmless, the city, its agents and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to person or property in any way related to or in connection with the use or distribution of effluent water under this section.
- j. Permittees shall provide a written notice to every person to whom effluent is furnished which shall state in not less than ten-point type, substantially as follows:

CAUTION

You are hereby advised that effluent water is the discharged water from a sewage treatment plant. The Director of Public Health has determined that improper use or handling could be harmful and recommends the following precautions:

1. Do not use effluent water for drinking, bathing, or personal hygiene purposes.
 2. Do not use effluent water for washing autos, clothes, or other personal contact items.
 3. Do not use effluent water in swimming pools or for similar recreational uses.
 4. Do not allow children to play on grass wet with effluent water, wait until it dries.
 5. Do not use effluent which has been stored for more than four hours unless the chlorine residual level has been tested and is not less than, one part per million [1 mg/l(ppm)].
 6. Application of effluent shall be by coarse stream and shall not be by fine spray.
- (7) Violation of any of the cautions herein set forth, by any person, shall be a violation of this Division. Violation of any of the provisions of this section, in addition to the general penalties provided in this Division, shall result in denial or revocation of any such violator's effluent distribution permit.

Secs. 66-81—66-85. - Reserved.

ORDINANCE NO. 2025 - _____

AN ORDINANCE REPEALING AND REPLACING CHAPTER 66, ARTICLE II, DIVISION 4 WATER CONSERVATION – DROUGHT CONTINGENCY PLAN FOR THE CITY OF INGLESIDE, TEXAS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ADOPTION; PROVIDING A REPEALER CLAUSE; AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING, AND SEVERANCE.

WHEREAS, on June 13, 2019, the City Council of the City of Ingleside (“City Council”) adopted Ordinance No. 2019-16, adopting and codifying the San Patricio Municipal Water District’s 2019 Drought Contingency Plan; and

WHEREAS, the San Patricio Municipal Water District (the “District”) is required to review and update, as appropriate, its drought contingency plan at least every five years based on new or updated information, such as the adoption or revision of the regional water plan; and

WHEREAS, in accordance with its requirements, the San Patricio Municipal Water District adopted an amended drought contingency plan on April 8, 2025; and

WHEREAS, by contract with the San Patricio Municipal Water District, the City of Ingleside is obligated to impose similar drought contingency and water conservation measures as those instituted by the District and subsequently, the City’s contractual partners are required to do the same; and

WHEREAS, the City Council, consequently, desires to update its water conservation and a drought contingency plan.

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

Section 1. Incorporation. The above and foregoing premises are true and correct and incorporated herein and made part hereof for all purposes.

Section 2. Adoption. Chapter 66, Article II, Division 4 – Water Conservation—Drought Contingency Plan of the Municipal Code of Ordinances is hereby repealed and replaced with the Drought Contingency Plan of the City of Ingleside attached as hereto as **Exhibit “A”** and incorporated for all purposes.

Section 3. Repealer. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this Ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication

of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 5. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this Ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 6. Severance. If any part of this Ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this Ordinance and said invalidity shall not affect the balance of this Ordinance, the balance of the Ordinance to be read as if said invalid or void portion thereof were not included.

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: _____

Second Reading: _____

EXHIBIT “A”

DRAFT

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 13

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

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The current rental agreement for the City of Ingleside Garden Center has not been amended since November 2016. Staff has provided a copy of the Portland Community Center fee schedule for comparison purposes.

Current City of Ingleside Garden Center Rental Rates:

Resident Rate: \$15 per hour (minimum 4 hours)

Deposit: \$100

Booking fee: \$25 (non-refundable)

Staff Recommendation for Resident Rate:

Increase to \$30 per hour (minimum 4 hours)

Deposit: \$150

Booking fee: \$25 (non-refundable)

Non-Resident Rate (no change recommended):

\$75 per hour (minimum 4 hours)

Deposit: \$300

Booking fee: \$25 (non-refundable)

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends amending the resident rate and associated deposit to better align with comparable facilities.

ATTACHMENTS:

1. Portland fee schedule

2. Garden Center 2016
3. 2025 Garden Center Rental Agreement



Portland Community Center 2024 Fee Schedule

Room/Description Size sq. ft.	Capacity				Rate Per Hour		Deposit	
	Theatre	Class-room	Ballroom	w/ Dance Floor	Mon-Thurs (2hr Min)	Fri-Sun (4hr min)	No Alcohol	With Alcohol
Grand Ballroom - 13,000 sq.ft	1200	500	800	400	\$180	\$225	\$500	\$800
Half Ballroom - 6,000 sq.ft	600	250	400	240	\$100	\$125	\$400	\$650
2/3 Half Ballroom - 4,500 sq.ft	300	200	150	120	\$85	\$105	\$300	\$500
1/3 Half Ballroom - 2,100 sq. ft.	150	100	75	N/A	\$75	\$90	\$250	\$425
Medium Room - 1,400 sq.ft	100	60	50	N/A	\$65	N/A	\$200	\$350
Small Room - 700 sq.ft	32	20	N/A	N/A	\$55	N/A	\$175	\$300
Multi-Purpose Room - 1,037 sq.ft	32	20	N/A	N/A	\$60	\$65	\$150	N/A
Atrium	22	N/A	N/A	N/A	\$45	\$55	\$130	N/A
Lobby	15	N/A	N/A	N/A	\$40	\$45	\$125	N/A
Hallway Section	10	N/A	N/A	N/A	\$25	\$30	\$120	N/A
Gym Rental	N/A	N/A	N/A	N/A	\$50	\$50	\$300	N/A

Additional Services

Stages-	16'X40'	\$400	16'X20'	\$300		
Dance Floors-	20'X20'	\$150	20'X40'	\$275	30'X50'	\$300
Projectors/Screens-	Ceiling	\$100	Portable	\$50		
Table Linens-	\$8 each (Black or White)					
Up Lighting-	\$100		Coffee Service (Mon-Thurs)-		\$35	
Excessive cleaning fee-	\$250 plus \$20 per hr		Additional Layout Changes-		\$75	

Reservation office is open Monday-Friday, 8am-5pm

Monday-Thursday Rentals: All reservation requests must be received in at least two weeks prior to event.

Friday-Sunday Rentals: Full Ballroom can be reserved one year in advance.

Half Ballroom can be reserved six months in advance.

2/3 & 1/3 Half Ballroom can be reserved 2 months in advance.

Security Deposit will be due at the initial rental meeting. All other fees must be paid one month prior to the event.

If the event is less than one month in advance, full balance is due at the initial rental meeting.

**Garden Community Center
Rental Agreement
City of Ingleside**

Renter: _____ Non-Profit: _____
Address: _____
City/ State: _____ Zip Code: _____
Phone Number: _____ Additional Contact : _____
Rental Date _____ Rental Time: _____ AM/ PM to _____ AM/ PM

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

Resident Rental Rates

Garden Community Center	\$100 Deposit \$15 per hour with a 4 hour minimum
Local Non-Profit Fee	\$10 per rental usage per 4 hour block
Booking Fee	\$25 per event and is non-refundable

Non-Resident Rental Rates

Garden Community Center	\$300 Deposit \$30 per hour with a 4 hour minimum
Booking Fee	\$25 per event and is non-refundable

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

The deposit will be returned if no damage is found, the building is cleaned, the lights are turned off and the key is returned within two business days. If any person or group has a past history of causing damage then the City Manager has the authority to increase the deposit as he/ she sees fit.

Fees and deposits are to be paid prior to use and are received at the Parks and Recreation office. The deposit and booking fee are due within 5 business days of booking the facility, or prior to the event, whichever is first. The reservation is not confirmed until the deposit and booking fee have been paid. The deposit is to correct minor damage only; renters are responsible for the complete cost of any repairs needed beyond the one hundred (\$100) deposit and three hundred (\$300) for non-residents.

The booking fee is for every rental day but non-profits are exempt from paying booking fee.

No individual may rent a facility for more than 2 same weekend days in a row (i.e. 2 consecutive Saturdays). For this ordinance individual means single person or a group of people representing an individual organization.

Resolution #2016-16 effective November 14, 2016

Applicant Initials _____

**Garden Community Center
Rental Agreement
City of Ingleside**

The rental times includes set up and clean up time. Any one entering the building prior to rental agreement time will be charged accordingly. Any person whom goes over the rental time in agreement will also be charged accordingly.

Fees

\$25 removal fee of any items left in the center after rental time

\$50 Lost key and rekeying fee

\$25 cleaning fee per hour per staff member

\$25 damaged walls per hour example: Covering thumb tack or staple holes

\$25 meet after hours due to not picking up key or losing key and having to be let into building

Other fees may be incurred if any other damage is done to the facility and/or its contents

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

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

Any person at the Garden Center whose conduct is disorderly or disruptive in respect to any of the following or any other conduct deemed inappropriate may be escorted from the premises by the City's authorized representative or peace officer. User shall hold the City harmless, indemnify and defend the City, its officers, agents, and employees against any claim related to such ejection:

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

Decorations are not allowed on walls, ceilings, pictures, displays, windows or doorways.
Use of candles or any other type of flame is not allowed.

No nails, tacks, tape, staples, hot glue, or other holding device will be driven taped or attached to the wall or ceiling of any building located on rental premises. Violation will be subject to a fine or forfeiture of deposit.

All renter displays, equipment, supplies, etc., must be furnished and removed by the renter.

Resolution #2016-16 effective November 14, 2016

Applicant Initials _____

**Garden Community Center
Rental Agreement
City of Ingleside**

Renters are responsible for setting up and taking down folding chairs and returning them to the original storage area. No property, including movable and tangible things such as chairs, tables, furniture and equipment, without limitation, will be removed from the Garden Center.

Renters may use kitchen appliances. Silverware, cookware, utensils, dishes, towels, glasses, coffee pots and other kitchen supplies are not provided.

All sink, stove, and counters should be wiped down and cleaned.

Refrigerator should be emptied of food and beverages.

Floors must be swept and all spills mopped. The City will provide brooms, dustpans and mops.

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

The temperature of the building is set at 80 degrees. Please move it back to 80 degrees at the conclusion of your rental.

All items should be returned to proper spot when renter entered the building. The renter is responsible for cleaning the room to include sweeping, mopping up all spills, washing off tables and disposing of all refuse. Renters are responsible for taking all trash to dumpster and locking it. If restrooms need attention during your stay please call the non-emergency police number and they will send someone to the site.

Alcoholic Beverages Policy

Alcoholic beverages in “non-glass” containers only are allowed at the Garden Center. Usage must comply with Texas Alcoholic Beverage Commission regulations and the City Code. The City cannot be held liable for any damage suits filed in connection with alcoholic beverages served to an intoxicated guest. The renter is responsible for providing transportation for obviously intoxicated guests.

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

Priority for the building use is given to community youth groups and will preclude allowing alcohol in the building during a youth event.

Resolution #2016-16 effective November 14, 2016

Applicant Initials _____

**Garden Community Center
Rental Agreement
City of Ingleside**

Fundraising activities are restricted to nonprofit organizations or city functions.

No person or group shall use any area of the community building for any purpose other than for which it was designated and designed. The person or group making the reservation is responsible for the behavior of all guests.

Community Center must be left in the same condition as existed to prior usage by the group. Abused of the facility or violation of the policies can result in denial of further use and forfeiture of deposit.

Conditions which lead to withholding part or all of the damage deposit include but are not limited to, the following:

- Clean up is not completed as outlined in the facility rules and regulations
- Use of the room exceeds the scheduled rental time.
- Equipment or the building is damaged during rental period
- Addition stall time charged required for special services or items not on prepaid facility charges but used by renter during the rental period
- Damage, abuse or disappearance of any piece of Humble memorabilia
- Unauthorized use of equipment in adjacent portion of the building

Building keys will be issued at the Parks and Recreation Office, located at 2671 San Angelo Street. Keys will not be tendered without this properly executed user agreement. Keys will need to be picked up between 9:00 AM and 4:00 PM, Monday through Friday (excluding City observed holidays). It is the user's responsibility to check the facility immediately upon receiving the key and to promptly notify the Parks and Recreation Department if the facility has been left unclean or damaged. After hours, notify the police department of damage or uncleaned facilities.

Keys are to be returned to the Parks and Recreation Office within two business days of the scheduled event. For example, if the event is Friday, then the key must be returned to the office by Tuesday (assuming no City observed holiday is involved).

In the event of cancellation, user must notify the City of the cancellation within 24 hours of the rental. Failure to give proper notice will result in forfeiture of a portion of the security deposit in the amount of \$50 (fifty dollars).

Executed this the ____ day of _____, 20 ____.

(City of Ingleside)

(Applicant)

Deposit: \$ _____	Date: _____	Staff: _____	Amount Owed: \$ _____ as of two days prior to event
Booking Fee: \$ _____	Date: _____	Staff: _____	
Rental Fee: \$ _____	Date: _____	Staff: _____	Copy of rental agreement: _____



Garden Community Center Rental Agreement

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

Renter: _____ Non-Profit: _____

Physical Address: _____ Mailing Address: _____

City/State: _____ Zip Code: _____

Phone Number: _____ Additional Contact: _____

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

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

Resident Rental Rates

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

Non-Resident Rental Rates

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

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

The rental times includes set up and clean up.

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

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

Applicant Initials _____



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

Deposit Return Requirements

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

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

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

Extra Fees

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

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

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

Entrance/Lockup of Facility

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

Decorations

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

Conduct

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

Applicant Initials _____



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

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

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

Alcoholic Beverages Policy

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

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

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

Setup

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

Cleanup

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

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

Applicant Initials _____



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

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

After Hours Contact

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

Withholding Deposit

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

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

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

Executed this the _____ day of _____, 20____.

(City of Ingleside)

(Applicant)

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

Applicant Initials _____

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 14

Deliberate and take appropriate action on the City Council to authorize the City Manager to negotiate and execute a contract with the firm 6S Engineering Inc. for the Cove Park Improvements project.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Cove Park Advisory Group met and discussed possible improvements to the park. A plan was made to enlist the services of an engineering firm. The Ingleside staff advertised for a Request for Qualifications (RFQ) with one firm responding being 6S Engineering. The City Council authorized the City Manager to negotiate with 6S Engineering on the development of an improvement plan. A contract has been submitted for this project by 6S Engineering.

FISCAL ANALYSIS:

The contract, in the amount of \$82,553.00, will be paid out of the \$250,000.00 which was set aside to finance the study for Cove Park Improvements in Fund 30, General Fund FY24-25, current Capital Improvement Projects.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to enter into a contract with the firm 6S Engineering Inc. for Cove Park Improvements in the amount of \$82,553.00.

ATTACHMENTS:

1. Ingleside Cove Park Improvement Project Contract

May 13, 2025

Mr. Brenton Lewis, City Manager
City of Ingleside
2671 San Angelo Street
Ingleside, TX 78362

Regarding: Park Cove Planning
6S Project No. 2025-110-01

Dear Mr. Lewis:

6S Engineering is pleased to provide you this proposal to perform professional engineering services for the City of Ingleside ("City"). The project is defined as preliminary planning and cost estimation for the redevelopment of Ingleside Cove Park. Cove park is located on the southern boundary of Ingleside and is heavily used by fishermen and by citizens looking for outdoor activities and sight seeing. 6S has been requested to develop a site plan for potential parking lots, bulk heads, fish cleaning stations, covered seating, a 50ftx40ft pavilion, a kayak launch area, boating docks and maybe a small beach area if space allows. 6S and the team will also investigate screening options to provide privacy for an existing land owner and for park users.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide planning engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- 6S will meet with the City two (2) times within the scope of the project. This segment of the project includes initial budgeting and setup for the project.
- B. Project Field Investigation – 6S will provide at least two field visits to examine existing site conditions.
- C. Survey – 6S has provided a budget number for topographic survey within dry areas of the park. 6S may utilize the survey consultant out of Rockport (Griffith & Brundrett) or (Maverick Land Surveyors) if data is necessary and discussed with the City. This phase of the project does not contain bathymetry survey. Estimates of channel or cove depth will be based on USGS topography.
- D. Site layout and Configuration- 6S will provide two primary site layout options for the park with the amenities noted in the scope description above. Layouts will be completed on 22"x34" sheets for easy review. 6S will provide 3 hard copies and will also provide a PDF deliverable.
- E. Preliminary Drainage Study- 6S will develop the necessary drainage areas and provide flow calculations for the site. 6S will review and potentially utilize low impact development

strategies for the project. Strategies may include storwater detention boxes and sizing of a subsurface system to convey stormflow.

- F. Geotechnical Recommendations- 6S will utilize a subconsultant(Arias Associates) to perform geotechnical borings for the project. This will aid in providing information for water levels and materials and recommendations for bulkhead stabilization. The subconsultant scope is attached for review.
- G. Coastal Dredging and Coordination Recommendations- 6S will review potential old USACE permit files to determine if there are any existing permits for dredging. Permits will not be applied for in this planning stage. 6S will also coordinate with Derrick Construction out of Rockport to discuss options for constructability. Another company may be contacted for additional information if available.
- H. Preliminary Environmental- 6S will utilize Adams Environmental for the preliminary study for wetlands and other issues. The subconsultant scope of services is attached for review.
- I. Stakeholder Meetings- 6S staff anticipates meeting with the working group three times within the scope of the project. If the City decides to hold a public meeting 6S staff will be in attendance and will provide a Powerpoint Presentation.
- J. Cove Park Renderings- 6S will utilize a subconsultant Landscape Architect, MP Studio to create renderings and aesthetically pleasing layouts for the project. The sub consultants scope has been attached.
- K. Opinions of Construction Cost- 6S will develop an opinion of construction cost for the project. This document will be developed utilizing TxDOT and local area specifications. 6S will also contact regional contractors to better define local unit pricing based on individual quantities.
- L. Grant Application Coordination- 6S will coordinate with the City and the selected grant writer. 6S will provide sealed opinions of cost and modify grant forms to assist in the application.

QA/QC:

6S will provide a Quality Assurance/Quality Control review all documentation provided as submittals to the City.

Exclusions:

- Project Design & Construction Plans
- Bid Phase Services

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIOD OF DESIGN SERVICE:

3 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

6S Base Services

Project Start-up(6S)	\$600.00
Field Investigation(6S):	\$2,850.00
Preliminary Site Layout(Two) (6S):	\$4,700.00
Preliminary Drainage(6S).....	\$5,400.00
Costal Coordination(6S).....	\$2,500.00
Stakeholder meetings(6S)	\$1,700.00
Opinions of Cost(6S)	\$3,500.00
Grant Application Coordination(6S)	\$1,600.00

6S Base Services Total **\$22,850.00**

Subconsultant Services

Survey (Budget)	\$3,000.00
Geotechnical(ARIAS).....	\$8,900.00
Environmental Task 1 (ADAMS ENVIRONMENTAL).....	\$3,046.00
Environmental Task 2 (ADAMS ENVIRONMENTAL).....	\$1,985.00
Environmental Task 3 (ADAMS ENVIRONMENTAL).....	\$4,550.00
Environmental Task 4 (ADAMS ENVIRONMENTAL).....	\$6,440.00
Environmental Task 5 (ADAMS ENVIRONMENTAL).....	\$2,330.00
Landscape Architecture(MP STUDIO).....	\$9,000.00

Subconsultant Services Total **\$39,251.00**

Subconsultant Supplemental Services

Supplemental 1 Intensive Archeological (Adams Environmental)	\$13,342.00
Supplemental 2 404 Permitting (Adams Environmental).....	\$7,110.00

Subconsultant Supplemental Services Total **\$20,452.00**

Total Project Budget (Lump Sum):..... **\$82,553.00**

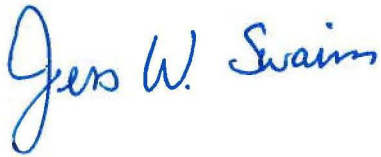
Mr. Brenton Lewis
City of Ingleside
May 13, 2025
Page 4 of 5

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.
Vice President

ACCEPTED:

Signature: _____
Name: _____
Title: _____
Date: _____

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO 6S

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LIMITATION OF LIABILITY

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

12. MEDIATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

Rev. June 2024

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 15

Deliberate and take appropriate action on the Special Event Permit request for Pan American Civic Association (PACA) El Concerto de El Quete at N.O. Simmons Park on July 5, 2025.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Pan American Civic Association (PACA) is requesting approval of a Special Event Permit to host El Concerto De El Quete (Firework concert) hosted by Pan American Civic Association (PACA), a community firework concert event, at N.O. Simmons Park on Saturday, July 5, 2025, from 6:00 p.m. to 11:00 p.m. The event will feature live music performances, food trucks, and local vendors. Pan American Civic Association (PACA) requests: Approval for event setup on July 4, 2025. Access to handwashing stations, ticket booths, and trash receptacles. Permission for the sale and/or consumption of intoxicating beverages in compliance with city regulations and licensing. There will be no live fireworks display at this event.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval of the Special Event Permit.

ATTACHMENTS:

1. July 5 Flyer
2. El Quete Concerto

**FREE
ENTRY**

**\$40 VIP
SEATING**

EL QUETE CONCERT

JULY 5TH

4PM-11PM



**LIVE MUSIC / FOOD
TRUCKS
/ VENDORS**

Ricky Naranjo y Los Gamblers, Los Garcia Brothers,
Grupo VidalLos , Conjunto Cats

N.O. SIMMONS SKATE PARK 2867 AVE J INGLESIDE, TX 78362

Special Event Permit

Name of Organization: PACA Non-Profit? Yes ☒ No ☐

Your Name: Jim Luna HOT Fund Application? Yes ☐ No ☐

Address: 705 Munson Pl. City Angleton TX Zip 77515

Phone (include area code): 979-665-1923 Email: LUNAQMPO@yahoo.com

Name of Event: EL Queto Concert Date of Event: Sat July 5th 25

Estimated Attendance: 800-1200? NO LIVE Fire Work

Facility Requested:

☐ Cove Park

☐ Faith Park:

☐ Garden Center

☐ Dixie Diegel Fields

☐ Other: _____

☐ Humble Community Center

☐ Live Oak Park:

☐ Disc Golf

☐ Tennis Courts

☐ Bennie Diegel Fields

☐ Other: _____

☒ N.O. Simmons Park:

☐ Basketball Pavilion

☐ Parking Lot

☒ Picnic Pavilion & Grounds

☐ Soccer Fields

☐ Football Fields

☐ Other: _____

☐ Whitney Lake Park

same as Round-up Set-up

Special Requests:

☒ Handwashing Stations

☐ Ticket Booths

☒ Trash Receptacles

☒ Barricades

☐ Move Soccer goals

☐ Temporary Fencing

☒ Electricity

☐ Water

Special Use Activities (check all that apply):

☐ Extended Hours of Park Operation

☐ Overnight Camping

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

☐ Street and/or Sidewalk Closure

☐ Other: _____

Specific time special use activity will take place: 3 Hr. Set up on Friday & Sat 9am

Indicate set-up and take-down times: Take Down on Sunday morning

Applicant Initial GL

CITY COUNCIL AGENDA
Regular Meeting: May 27, 2025

AGENDA ITEM: 16

Deliberate and take appropriate action on awarding the bid to replace a collapsing manhole at the intersection of HWY 1069 and Church Street .

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Staff investigated a report of a sewer back up at the intersection of HWY1069 and Church Street. Upon further investigation, it was determined that the existing manhole which was made of bricks, was collapsing, causing the surrounding ground to sink. The Texas Commission of Environmental Quality (TCEQ) rules regulate the installation of manholes stating they must be prefabbed concrete or fiberglass. Bricks are no longer allowed as building material for manholes, because over time the bricks and mortar will deteriorate, causing the manhole to collapse.

FISCAL ANALYSIS:

JJ Fox Construction submitted a quote in the amount of \$65,800.00. Gerke Excavating Inc. submitted a quote in the amount of \$65,948.83. Mercer came out and looked at the collapsed manhole but never sent staff a quote.

RECOMMENDATION:

Staff recommends awarding the bid to JJ Fox Construction in the amount of \$65,800.00.

ATTACHMENTS:

1. FOX CONSTRUCTION QUOTE- MANHOLE
2. GERKE QUOTE- MANHOLE

Fwd: Manhole replacement

From tommy fox <jjfoxconstruction@yahoo.com>

Date Thu 4/17/2025 3:06 PM

To John Witt <JWitt@InglesideTX.gov>

Revised bid

Including 10 inch fittings

Haul off a manhole and spoiled dirt

Miscellaneous for additional backfill behind curb and around existing to utilities

- > Guys
- > The manhole is approximately 11 feet deep with 2 incoming and one outgoing 10" existing lines
- > Scope of work
- > Plug the two incoming lines (city to assist with the vector to maintain at the two upstream manholes to keep flow under control)
- >
- > JJFoxConstruction will provide
- > Capping existing water main to insure working room during manhole replacement
- > Traffic Control (barrels, crash truck arrow board, cones)
- > Remove manhole,
- > Install new fiberglass manhole repair broken lines outside manhole
- > Cement stabilized backfill
- Miscellaneous backfill material for
- curb and existing utilities
- Haul off existing manhole and spoil
- Material
- > We will Supply well points if necessary
- > Reconnect water main and put it back in service (city to supply water main materials)
- >
- > Lump sum \$65,800.00
- >
- >
- > Sent from my iPhone



Proposal

Gerke Excavating
15341 State Hwy 131, S
Tomah, WI 54660
www.gerkeexcavating.com
Phone (608) 372-4203
Fax (608) 372-4139

To:
John Witt
City of Ingleside

Project:
Sanitary Manhole Repair
Main St & Church

Proposal #:
Q25203
Date:
April 16th, 2025

Line Number	Item Number	Bid Item	Unit	Quantity	Unit Price	Total Cost	Notes per Item
1	619.1000	Mobilization	Ea	1.00	\$ 10,918.32	\$ 10,918.32	
2	100.2000	Traffic Control	Ls	1.00	\$ 9,336.60	\$ 9,336.60	
3	100.2000	Shoring	Ls	1.00	\$ 6,104.70	\$ 6,104.70	
4	611.2004	Manholes 4-Ft Diameter	Ea	1.00	\$ 29,867.45	\$ 29,867.45	
5	810.0108	Sanitary Sewer Pipe SDR 26, 10"	Lf	30.00	\$ 186.16	\$ 5,584.80	
6	100.2000	Asphalt Patch -250SQFT	SY	28.00	\$ 92.17	\$ 2,580.76	
7	100.2000	Curb Replacement	LF	20.00	\$ 77.81	\$ 1,556.20	
Total Bid Price						\$ 65,948.83	

Exclusions/Clarifications/Notes

1. Due to current supply chain disruptions on materials such as fabrics, water piping, sanitary piping, storm piping, fittings, valves, hydrants, etc., this proposal is only valid for 30 days after proposal date. Discussions must be documented if price is to be held for longer than 30 days. If no discussion is documented materials may be subject to a price increase.
2. All items are tied unless discussed.
3. Items not listed will need a change order prior to commencement of work.

Sincerely,

Scott Lucia
Gerke Excavating

The terms listed hereon are satisfactory and I/(We) hereby authorize the performance of said work.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 17

Deliberate and take appropriate action on the first reading of an Ordinance providing for the Nonsubstantive Amendments of the City Charter for the City of Ingleside pursuant to Section 11.11 of the Charter and further providing for effective date, reading, severance, and publication.

SUBMITTED BY: Jana Stork, City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Charter Review Commission met for a six-month period beginning July 2024, and made recommendations to the City Council of the proposed changes to the City Charter in January 2025. The council placed the thirteen recommendations on a Special Election for the May 3, 2025, election.

These items passed at the election. Therefore, the Charter needs to be amended to reflect the changes.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the first reading of the Ordinance and pass to second reading.

ATTACHMENTS:

1. DOCS1-#351090-v1-Ordinance_adopt_Nonsub_Amend_to_City_Charterv2
2. Ex A_Nonsubstantive Charter Amendments

ORDINANCE NO. 2025-_____

**AN ORDINANCE PROVIDING FOR THE NONSUBSTANTIVE
AMENDMENTS OF THE CITY CHARTER FOR THE CITY OF
INGLESIDE PURSUANT TO SECTION 11.11 OF THE CITY CHARTER
AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING,
SEVERANCE AND PUBLICATION:**

WHEREAS, the City Council of the City of Ingleside (“City Council”) has previously authorized and submitted significant amendments to the Ingleside City Charter for consideration and approval by the voters at the election scheduled for May 2025; and

WHEREAS, the Ingleside Charter Commission has previously recommended certain nonsubstantive amendments to the City Charter, which do not alter the meaning or substance of the Charter and, therefore, are not required to be submitted to the voters for approval; and

WHEREAS, Article XI, Section 11.11 authorizes the City Council, by ordinance, to make nonsubstantive amendments to the City Charter to correct typographical errors, grammatical errors, references to laws which have been changed or which have been changed or which references are, for any reason, incorrect, and to neutralize all gender references; provided, that no such amendment shall change the meaning or substance of the Charter; and

WHEREAS, the City Council find such nonsubstantive changes necessary and should be adopted.

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

Section 1. Amendments Adopted. From and after the effective date, the City Council adopts the nonsubstantive changes to the Ingleside City Charter as reflected in **Exhibit A**, attached hereto and incorporated by reference with strikethrough text indicating deletions and underlined texts indicating additions.

Section 2. Incorporation of Recitals. The City Council finds the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

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

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

least two weeks elapsing between each reading.

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

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

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: _____

Second Reading: _____

Exhibit A

PART I

CHARTER¹

PREAMBLE

Effective government that protects individual freedom can best be achieved by encouraging and soliciting interest and participation by the citizens, by regulation and control of those functions essential to the general welfare, and by rejecting rules and regulations not consistent with the primary goals of the City. Accordingly, we the people of Ingleside, Texas establish this Charter as the basic law of our City to provide for effective government, with latitude for our elected officials, and with safeguards to ensure the rights and general welfare of the people.

¹Editor's note(s)—Printed herein is Charter of the City of Ingleside, Texas, as adopted by referendum on November 6, 1979, and effective on November 7, 1979. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

ARTICLE I. FORM OF GOVERNMENT AND BOUNDARIES

Section 1.01. Form of government.

The municipal government provided by this Charter shall be of the Council-Manager form. The City Council, consisting of the Mayor and Councilmembers elected by and responsible to the people, shall appoint a City Manager who shall be responsible to the City Council for the proper administration of the affairs of the City.

Section 1.02. Boundaries of the city.

The boundaries of the City of Ingleside, Texas are those heretofore established and now existing or those boundaries as may be changed by ordinances and proceedings of the City enacted in accordance with this Charter [and state law](#).

Section 1.03. City defined.

Use of the word "City" in this Charter shall mean the City of Ingleside, San Patricio County, Texas.

(Ord. No. 785, § 1, Prop. C, 2-13-01)

ARTICLE II. POWERS OF THE CITY

Section 2.01. Powers of the city.

The city shall have all powers and rights of self-government and home rule that exist now or may be granted to municipalities by the constitution and laws of the State of Texas. These powers and rights, whether expressed or implied, shall be exercised, administered and enforced in the interest and welfare of individuals and corporations residing in or owning property within the boundaries of the City as prescribed by this Charter, or in such manner as may be provided by resolution or ordinance of the City Council.

The powers hereby conferred upon the City shall include, but not be restricted to the powers expressly conferred and permitted by State Law all as now or hereafter amended, all of which are adopted hereby, unless restricted elsewhere within this Charter.

As provided for by the Constitution and laws of the State of Texas, the City shall have the power:

- A. To fix its boundaries, to annex adjoining territory ~~with or without the consent of the inhabitants or owners of the territory to be annexed~~, to acquire and own property within or outside its corporate boundaries and to exercise the right of eminent domain for public purpose and when necessary to carry out powers conferred upon it by this Charter.
- B. To cooperate with the government of the United States, or any agency thereof, the government of Texas or any agency thereof, or with the government of any county, city or political subdivision for any lawful purpose for the advancement of the interests, safety, convenience, and welfare of its inhabitants.
- C. To contract and be contracted with, to sue and be sued, to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

-
- D. To lay out, open, close, establish, alter, widen, lower, extend, grade, supervise, maintain, and improve streets, alleyways, sidewalks, parks, squares, public places, water mains, waterways, bridges, wharves, docks and regulate the use thereof, and require removal of ~~all~~ obstructions or encroachments ~~of every nature and character~~ upon said public streets, sidewalks or other public property.

(Amd. of 5-4-96)

Section 2.02. Cost of improvements.

The cost of development or improvement of streets or water and sewer lines and other improvements as appropriate may be paid partly by assessments levied as a lien against property abutting thereon and against the owners thereof, and such assessments may be levied in any amount and under any procedure not prohibited by State law.

Section 2.03. Contraction of boundaries.

The city shall have the power and authority to de-annex property under such circumstances and pursuant to such procedures as may be provided by State law or City ordinance.

(Amd. of 5-4-96)

ARTICLE III. CITY COUNCIL

Section 3.01. Selection and term of office.

The legislative and governing body of the City shall be the Council of the City of Ingleside and shall consist of a Mayor and six Councilmembers. The Mayor is a member and part of the City Council and a Councilmember.

Unless required otherwise by the context, a reference to "Councilmember" includes the Mayor.

- A. The Mayor and Councilmembers shall be elected by the qualified voters of the City at large each of whom, unless sooner removed by the provisions of this Charter, shall serve for a two-year term.
- B. Each Councilmember shall occupy a position on the City Council, such positions being numbered 1 through 6, consecutively. All members of the City Council, other than the mayor, shall be elected under the place system. In each odd-numbered year these Councilmembers shall be elected to positions number 1, 3, and 5, and in each even-numbered year, the mayor and three (3) Councilmembers shall be elected, said Councilmembers filling positions 2, 4, and 6. Odd-numbered positions begin and expire in odd-numbered years. Even-numbered positions begin and expire in even-numbered years.
- C. No person shall serve more than three (3) consecutive terms, whether partial or complete terms, whether elected or appointed.

(Amd. of 5-4-96; Ord. No. 981, § II, Prop. 1, 1-13-09)

Section 3.02. Qualification of members.

The Mayor and each Councilmember shall be a resident of the City of Ingleside, a qualified voter of the ~~State of Texas~~ City of Ingleside, and shall have been a resident of the City of Ingleside for at least a year immediately preceding ~~his/her~~their election, and must maintain residency in the City of Ingleside during term of office.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Res. No. 2021-23 , amd. B, elec. of 5-1-21)

Section 3.03. Council to be judge of election and qualifications.

The City Council shall be the judge of the election and qualifications of its own members.

Section 3.04. Remuneration.

Members of the City Council shall be compensated at a rate of fifty ~~(\$50.00)~~ dollars per meeting attended with a maximum payment of one hundred dollars per month. Expenses incurred in the performance of their official City Council duties may be paid upon approval of said expenses by the City Council.

(Ord. No. 786, § II, Prop. 1, 2-13-01; Res. No. 2021-23 , Amd. C, elec. of 5-1-21)

Section 3.05. Mayor and pro-tem.

The Mayor shall be the official head of the City government. ~~He/she~~ The Mayor shall preside at all meetings of the City Council, shall have a vote on all City Council actions, and shall, when authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. ~~He/she~~ The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon ~~them him/her~~ by City Council. ~~He~~ The Mayor shall not have the power of veto.

The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular City Council meeting following each regular City election. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor or when directed by the City Council if the Mayor refuses to act and in this capacity shall have the rights conferred upon the Mayor.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 786, § II, Prop. 2, 2-13-01)

Section 3.06. Vacancies; forfeiture; filling of vacancies.

- A. *Vacancies:* The office of a Councilmember, shall become vacant upon ~~his/her~~ their death, acceptance of ~~his/her~~ their resignation by City Council and assumption of office by a successor, removal from office in any manner authorized by law, or forfeiture of ~~his/her~~ their office.
- B. *Forfeiture of Office:* A Councilmember or the Mayor shall forfeit ~~his/her~~ their office if ~~he/she~~ they:
1. Fails to possess the qualifications for the office prescribed by this Charter or by law;
 2. Violates any express prohibition of this Charter;
 3. Fails to attend six (6) regular City Council meetings in an election span, twelve (12) months;
 4. Ares convicted of a crime involving moral turpitude.
- C. *Filling of Vacancies:* A vacancy in the City Council shall be filled for the remainder of the unexpired term, if any, at the next regular uniform election date allowed by the Texas Election Code~~following not less than sixty days after the occurrence of the vacancy~~. Until the person elected at the next regular election to serve the remainder of the unexpired term takes office, the City Council by a majority vote of all the remaining members shall appoint a qualified person to fill the vacancy until the person elected to serve the remainder of the unexpired term takes office. If the City Council fails to make such an appointment within thirty (30) days following the occurrence of the vacancy, a special election shall be called to fill the vacancy until the expiration of the regular term, to be held on the earliest available uniform date under the Texas Election Code ~~next following the thirtieth day after the occurrence of the vacancy~~.
- D. Notwithstanding the requirement in Section 3.10 concerning a quorum of the City Council, if, at any time, the membership of the City Council is reduced to less than four (4), the remaining members may by majority action appoint additional qualified persons to raise the membership to four (4). These appointees shall serve until the positions can be filled ~~at the next regular election~~per Section 3.06 C.

(Amd. of 5-4-96; Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 786, § II, Prop. 3, 2-13-01; Ord. No. 875, § II, Prop. 1, 2-24-04; Ord. No. 981, § II, Prop. 2, 1-13-09; Res. No. 2021-23 , amd. D, elec. of 5-1-21)

Section 3.07. Powers of the city council.

All powers of the City shall be vested in the City Council, except as otherwise provided by laws or this Charter. The City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed upon the City by law.

Section 3.08. Prohibitions.

- A. *Holding Other Office:* Except where authorized by law, no Mayor or City Councilmember shall hold any other City office or City employment during his/her/their term as Mayor or Councilmember, and no former Mayor or Councilmember shall hold any compensated appointive City office or City employment until one year after the expiration of his/her/their term as Mayor or Councilmember.
- B. *Appointments and Removals:* Neither the City Council nor any of its members shall in any manner dictate the appointment or removal of any City administrative officers or employees whom the City Manager or any of his/her/their subordinates are empowered to appoint, but the City Council may express its views and fully and freely discuss with the City Manager information pertaining to appointment and removal of such officers and employees.
- C. *Interference with Administration:* Except for the purpose of inquiries and investigations under Section 3.14, the City Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor its members, including the Mayor, shall give orders to or reprimand any such officer or employee either publicly or privately.

D. Persons who are related to one another within the first degree by consanguinity or affinity under the civil law method of determining degree of kinship may not serve on the Council at the same time.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 981, § II, Prop. 3, 1-13-09)

Section 3.09. Meetings of city council.

The City Council shall hold at least two (2) regular meetings each month other than November and December during which there must be at least one (1) regular meeting per month and as many additional meetings as it deems necessary to transact the business of the City and its citizens. The City Council shall fix, by ordinance, the date, time and place of regular meetings.

All meetings shall be open to the public, except for those purposes where the law specifically authorizes executive sessions.

Special meetings of the City Council shall be held on the call of the Mayor or three (3) City Council members and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours' notice to each member.

(Ord. No. 1069, § II, Prop. 1, 12-11-12; Res. No. 2021-23 , amd. E, elec. of 5-1-21)

Section 3.10. Rules of procedure.

The City Council shall, by ordinance, determine its own rules and order of business and the rules shall provide that citizens of the City shall have a reasonable opportunity to be heard at any meeting with regard to any matter under consideration. All meetings shall be held in compliance with Texas Open Meeting Act. The City Council shall provide for minutes being taken and recorded for all meetings, and such minutes shall be a public record and shall be kept and maintained by the City Secretary. Voting, except on procedural motions, shall be by roll call and shall be recorded in the minutes. Four Councilmembers shall constitute a quorum for the purpose of transactions of business. No action of the City Council, except as provided in Sections 3.06 and 3.12, shall be valid

or binding unless adopted by an affirmative vote of four or more of the members of the City Council present, except where there is a conflict of interest, the reason for which shall be stated concisely in the records.

The agenda for each regular meeting must be posted in accordance with Texas Open Meeting Act. The Mayor will establish the agenda, except that an item requested by two ~~or more~~ Councilmembers shall be included in the agenda.

(Amd. of 5-4-96)

Section 3.11. Passage of ordinances in general.

- A. *Form:* The City Council shall legislate by ordinance only, and the enacting clause of every ordinance shall be, "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, STATE OF TEXAS." Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title, but general appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except when an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections, or subsections to be amended or repealed, and shall indicate matter to be omitted by striking through it and shall indicate new matter by underscoring.
- B. *Procedure:* Any member of the City Council may offer any ordinance in writing that has been placed on the agenda of a ~~regular~~ City Council meeting. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the City Council before first reading. ~~Copies of the proposed ordinances, in the form required for adoption, shall be furnished to members of the City Council before first reading.~~ Copies of the proposed ordinances, in the form required for adoption, shall be available at the City offices and shall be furnished to citizens, upon request to the City Secretary, before first reading, and, if amended, shall be

available and furnished in the amended form for as long as the proposed ordinance is before the City Council.

A proposed ordinance, except an emergency and/or a budget/tax ordinance, shall be read at two (2) City Council meetings, with at least two (2) weeks elapsing between each reading. A proposed ordinance may be amended at any reading, but any ordinance amended in substance shall automatically be placed again on first reading at a subsequent meeting. Amendments involving such items as typographical, grammatical or spelling changes or renumbering of sections shall not be considered substantive. A substantive change is one which changes the general purpose of the ordinance. At any reading of a proposed ordinance persons interested shall have a reasonable opportunity to be heard. Emergency ordinances shall be passed in accordance with Section 3.12 and budget/tax ordinances in accordance with Articles 7 and 8. Only one (1) reading shall be required for emergency and budget/tax ordinances.

- C. *Effective Date:* Every ordinance shall become effective upon adoption, or at any later time specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published in its entirety or in caption form once in the official city newspaper.
- D. *Reading:* The reading aloud of the title and caption of the ordinance shall suffice as a reading, provided ~~printed~~ copies of the ordinance, in the form required for adoption, are in front of all members of City Council and a reasonable number of additional copies are available to citizens present at the meeting. If two (2) City Council members request that the ordinance be read in its entirety, it must be read.

(Amd. of 5-4-96; Ord. No. 786, § II, Prop. 4, 2-13-01; Ord. No. 875, § II, Prop. 4, 2-24-04)

Section 3.12. Emergency ordinances.

The City Council may adopt emergency ordinances only to meet public emergencies affecting life, health, property, or the public peace. In particular such ordinances shall not levy taxes, grant or renew or extend a franchise, or regulate the rate charged by any public utility for its services. Neither shall they authorize the

borrowing of money, except as provided in Article 7. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that it shall be plainly designated in the title as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance can be adopted with or without amendment or rejected at the meeting at which it is introduced. The affirmative vote of at least two-thirds (2/3) of the members of the City Council shall be required for adoption. After adoption, the ordinance shall be published as required for other adopted ordinances and shall become effective in the same manner. Every emergency ordinance so adopted, except one authorizing the borrowing of money as described herein, shall automatically stand repealed as of the sixty-first (61st) day following the day on which it became effective, but this shall not prevent reenactment of the ordinance.

Section 3.13. Authentication, recording, codification, printing, distribution.

A. *Authentication and Recording:* The City Secretary shall authenticate by signature and seal in a properly indexed book kept for the purpose, all ordinances and resolutions adopted by the City Council. All ordinances shall be numbered consecutively in the order in which adopted. This record shall be open for public inspection.

B. *Codification:* Within one (1) year after the adoption of this Charter and at least every 180 days thereafter, the City Council shall provide for the preparation of a codification of all general ordinances of the City, provided, however, that if a codification of all general ordinances of the City has been completed within one (1) year of adoption of this Charter such prior codification shall apply to this Charter.

Every general ordinance enacted subsequent to such codification shall be enacted as an amendment to the code. For the purposes of this section, general ordinances shall be deemed to be those ordinances of a permanent or continuing nature which affect the residents of the City at large.

The codification shall be adopted by the City Council by ordinance and shall be published promptly together with this Charter and any amendment thereto and with appropriate references to State Statutes and Constitution,

and such codes of technical regulations and other rules and regulations as the City Council may specify. This compilation shall be known and cited officially as the Ingleside City Code and shall be in full force and effect without the necessity of such code or any part thereof being published in any newspaper. The caption, descriptive clause, and other formal parts of the ordinances of the City may be omitted without affecting the validity of such ordinances when they are published as a code. Copies of the code shall be furnished to City Officers, placed in City offices and a public library designated by the City Council for free reference and made available for purchase by the public at a reasonable price fixed by the City Council.

C. *Printing of Ordinances and Resolutions:* The City Council shall cause each ordinance and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances and Charter amendments shall be distributed free or sold to the public at reasonable prices to be fixed by the City Council. Following publication of the first Ingleside City Code and at all times thereafter, the ordinances and Charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for integration therein. A copy of such ordinance and resolution shall be ~~placed kept on~~ file in the office of the City ~~Secretary-offices~~, public library designated by the City Council and on the City website for free reference.

D. The City Council shall appoint a Sunset Committee every eight (8) years to review the Ingleside Code of Ordinances ~~ordinances~~ for continued relevance.

~~A copy of each ordinance and resolution shall be placed in City offices and a public library designated by the City Council for free reference.~~

(Res. No. 2021-23 , Amends. F—H, elec. of 5-1-21)

Section 3.14. Investigations by the city council.

Notwithstanding the provisions of Section 3.08.C of this Charter the City Council may make investigations into the affairs of the City and the conduct of any City department, office or agency.

(Ord. No. 981, § II, Prop. 4, 1-13-09)

Section 3.15. Audits and examination of city books and accounts.

The City Council shall cause an independent annual audit to be made of the books and accounts of each and every department of the City [as required by state law](#). At the close of each fiscal year and at such other times as it may deem necessary, a complete audit shall be made by a certified public accounting firm who shall have no interest, directly or indirectly, in the financial affairs of the city or any of its offices. The firm shall be selected by the City Council. The City Council shall issue a request for proposals no less than every [three \(3\)](#) years. The audit shall include a recapitulation of all audits made during the course of each fiscal year. All audit reports shall be filed with the City Council, shall be available for public inspection, and shall be made a part of the archives of the City. Notification shall be published in the official newspaper that the audit report is available for inspection in the City offices and on the City website.

(Ord. No. 981, § II, Prop. 5, 1-13-09; Res. No. 2021-23 , amd. I, elec. of 5-1-21)

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.

ARTICLE IV. ADMINISTRATIVE SERVICES

Section 4.01. City ~~M~~anager.

- A. *Appointment and Qualifications:* ~~Appointment and Qualifications:~~ The City Council shall, by majority vote of the entire City Council, appoint a City Manager who shall be responsible to the City Council for administration of all affairs of the City. The City Manager shall be appointed solely upon the basis of ~~his/her~~ their executive and administrative qualifications and need not, when appointed, be a resident of the City. The City Manager shall have the following minimum qualifications: (~~A1~~) A Bachelor's Degree and at least three (3) years of municipal government managerial experience or (~~B2~~) a minimum of six (6) years of municipal government managerial experience. Within six (6) months after appointment, the City Manager must reside in the City unless specifically excused by the City Council.
- B. *Compensation:* The City Manager shall receive compensation as may be fixed by the City Council according to ~~his/her~~ their qualifications and experience. ~~The City Manager~~He/she shall be bonded at City expense in an amount deemed adequate by the City Council.
- C. *Term and Removal:* The City Manager shall not be appointed for a definite term but shall serve at the pleasure of the City Council. The City Council may remove the City Manager from office by majority vote of the entire City Council.
- D. *Interim City Manager:* In the event the City Manager resigns, is terminated, or is unable to fulfill the duties of City Manager, the City Council may appoint an Interim City Manager until the City Manager is able to fulfill ~~their~~his duties or a new City ~~Manager~~Manager is appointed. No ~~member~~member of the City Council shall serve as Interim City Manager.
- E. *Duties of the City Manager:* The City Manager shall be required to:

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1. Appoint, and when ~~he/she~~ they deems necessary for the welfare of the City, suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law or personnel rules adopted pursuant to this Charter;
 2. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law;
 3. Assure that all laws, provisions of this Charter, and acts of the City Council, subject to enforcement by ~~him/her~~ the City Manager or by officers and employees subject to the City Manager's ~~his/her~~ direction or supervision, are faithfully executed;
 4. Attend all City Council meetings and have the right to take part in discussions; however, ~~he/she~~ may not vote;
 5. Prepare and submit to the City Council the annual budget and capital program and administer the budget as adopted by the City Council;
 6. Prepare and submit to the City Council, within ninety (90) days of the end of the fiscal year, an Annual Report on the finances and administrative activities of the City, as of the end of each fiscal year;
 7. Keep the City Council fully advised as to the financial condition and future needs of the City and make such recommendations concerning the affairs of the City as ~~he/she~~ they deems desirable or necessary;
 8. Make reports as the City Council may require concerning the operations of the City Departments, offices, or agencies subject to their ~~his/her~~ direction or supervision;
 9. Prepare and accept items for inclusion on the agenda of all official meetings; and
 10. Perform such other duties as are specified in this Charter or may be required by the City Council and not inconsistent with this Charter or state law.
 11. When the hiring or firing of a Director ~~department head~~ is deemed necessary, the City Manager shall inform the City Council prior to the action to be taken.

12. Sign contracts the Council has approved.

(Amd. of 5-4-96; Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 786, § II, Props. 5, 6, 2-13-01; Ord. No. 875, § II, Props. 2, 3, 2-24-04; Ord. No. 931, § II, Prop. 1, 2-27-07; Ord. No. 981, § II, Prop. 7, 1-13-09; Ord. No. 2017-01 , § II, Props. 2, 4, 1-10-17)

Section 4.02. Municipal Court.

- A. *Establishment:* The City Council shall establish and cause to be maintained a Municipal Court, for the trial of misdemeanor offenses, with all powers and duties as are now or may be prescribed by the laws of the State of Texas.
- B. *Judge of the Court:* The City Council shall appoint a Judge of the Municipal Court, who shall serve a term of two (2) years and may be appointed to additional consecutive terms upon completion of their ~~his/her~~ term of office. The appointment of the Judge may be terminated for just cause by the City Council. The Judge shall receive such compensation as may be determined by the City Council commensurate with the duties performed by the Judge.
- C. *Associate Judge of the Court:* The City Council may appoint an Associate Judge, to assist the Municipal Court, or to serve in the absence or disability of the Municipal Court Judge.
- D. *Clerk of the Court:* The City Manager shall appoint a Clerk and a Relief Clerk of the Municipal Court. The Clerk and the Relief Clerk shall be bonded at City expense, and shall receive such compensation as may be determined by the City Manager.
- E. *Powers of the Clerk:* The Clerk of the Municipal Court shall keep minutes of the proceedings of the court, issue process, and generally perform the duties for the Municipal Court that a County Clerk performs for a County Court.
- F. *Fines and Penalties:* All monies received as court-imposed fines on penalties shall be paid into the General Fund of the City Treasury.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 875, § II, Prop. 8, 2-24-04; Res. No. 2021-23 , Amends. J, K, elec. of 5-1-21)

Section 4.03. City ~~S~~ecretary.

A. *Appointment:* The City Manager shall appoint, as provided in Section 4.01E of this Charter, a City Secretary.

B. *Duties of the City Secretary:* The City Secretary shall be required to:

1. Give notice of, and attend all official public meetings and hearings of the City Council;
2. Keep the minutes of the proceedings of all official public meetings and hearing of the City Council. Be responsible for the electronic taping or recording of the entire proceedings of all the official public meetings and hearings of the City Council. Be responsible for the care, maintenance and filing of such tapes or recordings for a period ~~as required by state law~~ ~~of not less than two years following each meeting or hearing so taped or recorded;~~
3. Act as custodian of all official records of the City Council;
4. Hold and maintain the Seal of the City of Ingleside and affix this Seal to all appropriate documents;
5. Authenticate by signature and Seal, and record in a book kept and indexed for the purpose, all ordinances and resolutions of the City; and
6. Perform such other duties as may be required by the City Manager, this Charter, or other laws of the State of Texas and not inconsistent with other provisions of this Charter.

Section 4.04. City ~~A~~ttorney.

A. *Appointment and Qualifications:* The City Council, in consultation with the City Manager, shall appoint a competent, duly qualified, licensed and practicing attorney in the State of Texas who shall serve as the City Attorney.

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- B. *Removal:* The City Attorney may be removed by a majority vote of the entire City Council.
- C. *Duties:* The City Attorney shall be required to:
1. Serve as the legal advisor to the City Council and City Manager.
 2. Represent the City in litigation and legal proceedings as directed by the City Council and City Manager.
 3. Review and provide opinions as requested by the City Council or City Manager on contracts, legal instruments, and ordinances of the City.
- D. *Limitation:* The City Council shall have the right to retain special counsel at any time that it may deem necessary and appropriate.
- E. ~~{Compensation:}~~ The City Attorney shall receive compensation as may be determined by the City Council.
- F. ~~{Selection of Additional Attorneys:}~~ The City Attorney, with approval of the City Council, may select additional attorneys to act for ~~him/her~~ them and the City in its representation and litigation.
- G. ~~{City Council May Contract With Attorney:}~~ The City Council may contract with an attorney or with a firm of attorneys who shall designate one (1) member of said firm to serve as City Attorney.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 786, § II, Prop. 7, 2-13-01)

Section 4.05. Administrative departments, offices and agencies.

- A. *General Provisions:*
1. The City Council may create or establish departments, offices, or agencies in addition to those provided for by this Charter and may prescribe the functions and duties of such departments, offices and agencies.
 2. The City Council may abolish, redesignate, or combine any of the departments, offices, or agencies it has established.

3. The City Council shall take none of the foregoing actions until the recommendations of the City Manager shall have been heard by the City Council.

B. *Direction and Supervision:* Except as provided in Section 4.02 of this Charter, all departments, offices and agencies of the City shall be under the direction and supervision of the City Manager and shall be administered by officers appointed by and subject to the direction and supervision of the City Manager. The City Manager may, with the consent of the City Council, serve as the head of one or more City departments, offices, or agencies, or appoint one person as the head of two or more of them.

C. *City Assessor-Collector:* The City Manager shall appoint, as ~~proved~~ provided in Section 4.01E of this Charter, a person or entity who shall serve as the Assessor-Collector for the City, and whose functions shall be those usual to the office; provided, however, that the City Council may prescribe such additional functions as may be appropriate for the City.

Section 4.06. Boards, Commissions and Committees.

The City Council shall create, establish, or appoint, as may be required by law, circumstance, or this Charter, those Boards, Commissions and Committees which are deemed necessary to carry out the functions and obligations of the City. The City Council shall prescribe the purpose, composition, function, duties and accountability of such Board, Commission and Committee where such are not prescribed by law or this Charter.

Members of such Boards, Commissions and Committees unless addressed elsewhere shall be appointed each year. They may be reappointed for additional terms of one year each. All members of all boards and commissions, whether created by state law, Charter, the Council or otherwise, must be residents of the City, unless and except to the extent otherwise required by state law.

(Ord. No. 786, § II, Prop. 8, 2-13-01; Ord. No. 875, § II, Prop. 6, 2-24-04; Ord. No. 981, § II, Prop. 8, 1-13-09; Res. No. 2021-23 , amd. L, elec. of 5-1-21)

Section 4.07. Oath of office.

Every appointive officer of the City, and every member appointed to a Board, Commission, or Committee under the provisions of this Charter, before entering upon the duties of the office, shall take and subscribe to the appropriate oath or affirmation prescribed in Article 11 of this Charter. Each such oath or affirmation shall be filed and kept in the office of the City Secretary.

Section 4.08. Personnel system.

- A. *Merit Principle:* Appointments and promotions of all city employees and appointive administrative officers shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence.
- B. *Personnel Rules:* Personnel rules shall be prepared by the City Manager and presented to the City Council which may by ordinance adopt them with or without amendment. The adopted rules shall govern the equitable administration of the personnel system of the City and shall provide for the following requirements, among others:
1. A pay and benefit plan for all City positions. Social Security benefits may be considered a benefit plan under provisions of this Charter.
 2. A plan for working hours, attendance regulation, and provision for sick and vacation leave.
 3. Procedures for the hearing adjudication of grievances; and
 4. Other practices and procedures necessary to the equitable administration of the personnel system of the city.
- C. *Residency:* Except for the City Manager ~~and the Chief of Police~~, no City employee is required to reside within the City limits. The City Council may prescribe reasonable standards with respect to the time within which

~~City employees~~ Directors and public safety personnel who reside outside the City limits must respond to civil emergencies.

ARTICLE V. ELECTIONS

Section 5.01. City ~~e~~Elections.

- A. *Regular Elections:* The regular City elections will be held annually during the month of May or if there is no uniform election date in the month of May then on the uniform election date nearest to the first Saturday in May in accordance with Texas State ~~e~~Election codelaw. The City Council shall fix the location and times for holding such an election in accordance with state law.
- B. *Special Elections:* The City Council may, by resolution, order a special election for ordinances, bond issues, Charter amendments, filling vacancies in an existing elected office, or any other reason the City Council deems necessary. The City Council will fix the location for holding this type of election and the date shall be at the next uniform election date as is in accordance with Texas State Election Law.
- C. *Publicizing City Elections:* it is the responsibility of the City Council to inform the voters as to the time, location, date, purpose and filing period for the potential candidates, for the upcoming City election, in accordance with Texas State ~~e~~Election codelaw. The provisions for absentee balloting shall also be publicized at this time. Sample ballots shall be posted outside the City offices and shall be published in the official city newspaper not less than ten (10) days prior to the election.
- D. *Conduct and Regulations of City Elections:* All ~~e~~City elections shall be governed by the Constitution of the State of Texas, general laws of the state, this Charter, and ordinances of the City, in the order named. Municipal elections shall be conducted by the election officials appointed and approved by the City Council. Sample ballots identical to the voting format for the specific election shall be posted ~~in~~at the voting place for the benefit of the voters.

E. *Voter Qualification:* All duly qualified electors under the laws of the State of Texas, who are residents of the City, shall be qualified to vote in any City election.

F. *Voter Eligibility List:* A certified list of voter registrants within the City can be requested at the County Voters Registrars/Election Administrative Office.

(Ord. No. 786, § II, Props. 10—12, 2-13-01; Ord. No. 2017-01 , § II, Prop. 5, 1-10-17; Res. No. 2021-23 , Amends. N—P, elec. of 5-1-21)

Section 5.02. Filing for office.

A. *Eligibility to File for Office:* Each candidate for an elective position in the City of Ingleside shall meet the following requirements:

1. The candidate shall be a qualified voter of the City of Ingleside and a resident of Ingleside for a period of at least one year prior to the date of election, and shall retain residency during entire term of office.
2. At the time of filing for office, the candidate shall not be in arrears in the payment of any taxes or other liabilities due the City.
3. No candidate may file for more than one office or position per election.
- ~~4. No city employee shall be a candidate for any office while an employee of the City.~~
5. A council person may run for another position on the council only if the council person resigns in writing from the position which is presently held. Said resignation must be filed with the ~~e~~Office of the ~~e~~City ~~s~~Secretary no less than ~~thirty~~ (30) days before the deadline date for City Council candidates to file for office. Such a resignation cannot be withdrawn and cannot be made to be conditional on any event. Said council person shall continue to serve in the position from which ~~he or she~~~~they~~ resigned until the earlier to occur of the following: when ~~his or her~~~~their~~ successor takes office; or, if said council person is

elected to a new position, on the day said council person assumes the newly held position to which ~~they were~~ ~~he or she was~~ most recently elected.

6. A council person may run for another elected position of public office (such as school board, county office, state office, or federal office (any elected positions)) only if the council person resigns in writing from the council position which is presently held. Said resignation must be filed with the ~~e~~Office of the ~~e~~City ~~s~~Secretary no less than thirty (30) days before the deadline date for candidates to file for the other public office. Such a resignation cannot be withdrawn and cannot be made to be conditional on any event. Said council person shall continue to serve in the position from which ~~he or she~~ they resigned until the earlier to occur of the following: when ~~his or her~~ their successor takes office; or, if said council person is elected to a new position, on the day said council person assumes the newly held position to which ~~they were~~ ~~he or she was~~ most recently elected.

- B. *Procedure for Filing for Office:* Any qualified person (see Section 5.02A) who desires to become a candidate for election shall file an application with the City Secretary not earlier than sixty (60) days, nor later than the thirty-first (31st) day prior to the election date or within such other time as may be allowed by Texas Election Code. Such an application shall clearly designate the office to which the candidate seeks election, and shall contain a sworn statement by the candidate that ~~they are~~ ~~he or she is~~ fully qualified under the provisions of this Charter to hold the office sought.

(Amd. of 5-4-96; Ord. No. 981, § II, Prop. 9, 1-13-09; Ord. No. 2017-01, § II, Prop. 7, 1-10-17; Res. No. 2021-23, amd. Q, elec. of 5-1-21)

Section 5.03. Official ballots.

- A. *Candidates' Names on Ballots:* The names of all candidates who have filed for office shall be printed on the official ballots without party designation. The order on the ballot of the names of the candidates for each office shall be determined by lot in a drawing to be held under the supervision of the City Secretary.

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- B. *Absentee Balloting:* Absentee Voting shall be governed by the Election Code of the State of Texas.
- C. *Write-in Votes:* ~~There must be space for each office on the ballot for the voter to write in a name for a potential candidate and procedures for w~~Write-in votes shall be governed by the current edition of the Texas Election Code. There can be no write-in votes in any runoff election.
- D. *Ballots for Ordinances, Bond Issues, and Charter Amendments:* An ordinance, bond issue or Charter amendment, to be voted on by registered voters of the City, shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement, approved by majority of the whole City Council, describing the substance of the measure without argument or prejudice. The wording and order of the ballot shall be in accordance with Texas Election ~~Code~~Law.
- E. *Election Procedures:* Election procedures shall be consistent with the current edition of Texas Election ~~Code~~Laws.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 2017-01 , § II, Prop. 8, 1-10-17)

Section 5.04. Determination of election results.

- A. *Canvassing:* The returns of every municipal election shall be delivered ~~to the Elections Administrator in accordance with Texas Election Code~~from the election judges to the Mayor at City Hall not later than twelve hours after the closing of the polls. ~~One (1) extra copy shall be delivered to the City Secretary at this time.~~ The City Council shall canvass the returns in sufficient time but not later than the time provided for in the current edition of the Texas ~~e~~Election ~~Code~~Laws, to declare the official results of the election at the next City Council meeting after the closing of the polls. The returns of every municipal election shall be recorded in the minutes of the City Council, by totals for each candidate or for and against each issue submitted.
- B. The candidates receiving the greatest number of votes cast for Mayor and for each place shall be declared elected.

(Ord. No. 981, § II, Prop. 10, 1-13-09)

Section 5.05. Taking office.

The City Secretary shall promptly notify all persons elected to office. A candidate who is elected in a regular or special City election shall, after taking the ~~e~~Oath of ~~e~~Office as prescribed in Article II, take office, and enter upon ~~his/her~~their duties at the next City Council meeting after the date of the election.

(Ord. No. 785, § 1, Props. K, N, 2-13-01)

ARTICLE VI. INITIATIVE, REFERENDUM AND RECALL

Section 6.01. General authority.

- A. *Initiative*: The qualified voters of the City shall have power to propose ordinances to the City Council, and if the City Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of City officers or employees. Such initiative power may be used to enact a new ordinance, or to repeal or to amend section of an existing ordinance.
- B. *Referendum*: The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance and, if the City Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program or any emergency ordinance relating to appropriation of money or levy of taxes.
- C. *Recall*: The qualified voters shall have the power to recall any elected official of the City on grounds of incompetency, noncompliance with this Charter, misconduct or malfeasance in office. Such power shall be exercised by filing with the City Secretary a petition, signed by currently qualified voters of the City equal in number to at least twenty-five percent (25%) of the total number of qualified voters voting at the last regular City election, demanding removal of such elected official. The recall petition must specifically state each ground or grounds upon which such petition for removal is predicated as to give the officer sought to be removed notice of the matters and things with which ~~he/she is~~ they are charged.

The provisions regulating initiation, certification, amendment, withdrawal of initiative and referendum petitions and submission to voters shall apply to recall petitions.

(Ord. No. 785, § 1, Props. D, N, 2-13-01)

Section 6.02. Commencement of proceedings; petitioner's committee; affidavit.

Any five (5) qualified voters may commence initiative or referendum proceedings by filing with the City Secretary an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and residence addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Section 6.03. Petitions.

- A. *Number of Signatures:* Initiatives and referendum petitions must be signed by qualified voters of the City equal in number to at least twenty-five percent (25%) of the total number of qualified voters voting at the last regular City election.
- B. *Form and Content:* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink ~~or indelible pencil~~ and shall be followed by the residential address and voter registration number of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text to the ordinance proposed or sought to be reconsidered.
- C. *Affidavit of Circulator:* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulation thereof stating that ~~he/she~~they personally circulated the paper, the number of signatures thereon, that all the signatures ~~were affixed in his/her presence~~were personally witnessed, that ~~he/she~~they believed them to be genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- D. *Time for Filing Petitions:* Referendum petitions must be filed within thirty (30) days after adoption by the City Council of the ordinance sought to be reconsidered. Initiative petitions must be filed within thirty (30) days

after issuance of the appropriate petition blanks to the petitioners' committee; additional time as specified in Section 6.04 shall be allowed for amending petitions.

(Ord. No. 785, § 1, Prop. N, 2-13-01; Ord. No. 875, § II, Prop. 7, 2-24-04)

Section 6.04. Determination of sufficiency.

- A. *Certificate of City Secretary:* Within ten (10) business days after the petition is filed, the person performing the duties of City Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall immediately upon completion of certification send a copy of the certificate to each member of the petitioners' committee by certified mail.
- B. *Sufficient Petition, Final Determination:* If the petition is certified sufficient, the person performing the duties of City Secretary shall present the certificate to the City Council by the next regular City Council meeting and the certificate shall be a final determination as the sufficiency of the petition.
- C. *Insufficient Petition, Final Determination:* If a petition is certified insufficient, and the petitioners' committee does not elect to amend or request City Council review under subsection (D) and (E) of this section within the time required, the City Secretary shall present a certificate to the City Council by the next regular City Council meeting which shall be a final determination of the insufficiency of the petition.
- D. *Insufficient Petition, Appeal:* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it as in Section 6.04E, the committee may, within two (2) business~~working~~ days after receiving the copy of such certificate, file a request that it be reviewed by the City Council. The City Council shall review the certificate at its next regular meeting following the filing of such request and approve or disapprove it, and the City Council's determination shall then be a final determination.
- E. *Insufficient Petition, Amend:* A petition certified insufficient for lack of required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City

Secretary within two (2) ~~business~~^{working} days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of Section 6.03B and 6.03C and shall be filed within ten (10) business days after the petitioner's committee files its notice of intention to amend.

Within five (5) business days after {an} amended petition is filed, the person performing the duties of City Secretary shall complete a certificate as to the sufficiency of the petition as amended and shall within twenty-four (24) hours send a copy of such certificate to each member of the petitioners' committee by certified mail or electronic mail as in the case of an original petition. The final determination as to the sufficiency of an amended petition shall be determined in the same manner as prescribed for original petitions in Sections 6.04B, 6.04C and 6.04D, except that no petition, once amended, may be amended again.

F. *Court Review, New Petition:* A final determination as to the sufficiency of a petition shall be subject to review in a court of competent jurisdiction and higher. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

(Amd. of 5-4-96; Res. No. 2021-23 , Amends. R, S, elec. of 5-1-21)

Section 6.05. Referendum petitions: suspension of effect of ordinance.

When a referendum petition is filed with the City Secretary, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

1. There is a final determination of insufficiency of the petition, or
2. The petitioners' committee withdraws the petition, or
3. The City Council repeals the ordinance, or
4. Upon the certification of the election results by the election officials.

Section 6.06. Action on petitions.

- A. *Action by City Council:* When an initiative or referendum petition has been finally determined sufficient, the City Council shall promptly consider the proposed initiative ordinance in the manner prescribed for enacting ordinances or reconsider the referred ordinance by voting its repeal. If the Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the City.
- B. *Submission to Voters:* The vote of the City on a proposed or referred ordinance shall be ~~held not less than thirty days and not more than one hundred and twenty days from the date of the final City Council vote thereon. If no regular City election is to be held within the period prescribed in this subsection, the City Council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the City Council may in its discretion provide for a special election at an earlier date within the prescribed period at the next uniform election date as prescribed by the Texas Election Code following the dates of the final City Council vote.~~ Copies of the proposed or referred ordinance shall be made available at the polls and shall be published in its entirety or by caption at least once in the official newspaper of the City ~~within fifteen~~ not later than ten (10) days before the date of the election.
- C. *Withdrawal of Petitions:* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the City by filing with the City Secretary a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Section 6.07. Results of election.

- A. *Initiative*: If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the City Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- B. *Referendum*: If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

Section 6.08. Limitation of recall.

If a majority of the votes cast at a recall election shall be against removal of the elected official named on the ballot, ~~he/she~~the elected official shall continue in office. If the majority of the votes cast at the election be for the removal of the elected official named on the ballot, the City Council shall immediately declare ~~his/her~~their office vacant and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies as prescribed in Section 3.06D.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 6.09. Limitation on recall.

No recall petition shall be filed against an elected official within six (6) months after ~~he/she takes~~ they take office, and no elected official shall be subjected to more than one (1) recall election during a term of office.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 6.10. Public hearing.

The elected official whose removal is sought may, within five (5) days after such recall petition has been presented to the City Council, request that a public hearing be held to permit ~~him/her~~the elected official to present facts pertinent to the charges specified in the recall petition. In this event, the City Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 6.11. Failure of city council to call an election.

In case all of the requirements of this Charter shall have been met and the City Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge other duties imposed upon said City Council by the provisions of this Charter with reference to such recall, then the County Judge of San Patricio County, Texas shall discharge any such duties herein provided to be discharged by the City Secretary or by the City Council. In addition, any qualified voter in the City may seek judicial relief in the District Court of San Patricio County, Texas, to have any of the provisions of this Charter pertaining to recall carried out by the proper official.

ARTICLE VII. MUNICIPAL FINANCE

Section 7.01. Fiscal year.

The fiscal year of the City shall begin on the first day of October and end the last day of September. Such fiscal year shall also constitute the budget and accounting year.

State law reference(s)—Fiscal year, V.T.C.A., Tax Code § 1.05.

Section 7.02. Submission of budget.

On or before the first regular eCity eCouncil meeting of August of each year, the City Manager shall submit to the City Council a proposed budget for the ensuing fiscal year and the budget message. The City Council shall review the proposed budget and make any appropriate changes prior to publishing the final budget.

(Ord. No. 1069, § II, Prop. 3, 12-11-12)

Section 7.03. Budget.

- A. *Budget Message:* A budget message explaining the budget both in fiscal terms and in terms of the work programs shall be submitted with the budget. It shall outline the proposed financial programs of the City for the ensuing fiscal year, the capital program, and capital projects for five fiscal years succeeding the budget year. It shall describe the important features of the budget and indicate any major changes from the current year in financial policies, expenditures, and revenues including the reasons for such changes. It shall also summarize the City's debt position and contain such other material as the City Manager deems desirable.
- B. *Budget Scope:* The budget shall provide a complete financial plan of all City funds and activities and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the City

Council may require. The budget shall be so arranged as to show comparative figures for actual and budgeted income and expenditure for the preceding fiscal year; budgeted and estimated income and expenditure for the current fiscal year; actual income and expenditure of the current fiscal year up to the time of preparation of the budget; and estimated income and expenditures for the budgeted year shall not exceed the total of the estimated income and surplus.

C. *Content:* The budget shall contain, in separate sections, the following:

1. A clear general summary of contents;
2. A consolidated statement of ~~receipts~~ revenues and expenditures of all funds, listed and itemized individually;
3. An analysis and itemization of all estimated income of the City from surplus, miscellaneous income and taxes with miscellaneous income subclassified by source;
4. Tax rates and collections for the preceding five years;
5. An itemized statement of expenditures for pending and proposed new capital projects. Included shall be the amounts appropriated from the budget, the amounts to be raised by issuance of bonds, and the amount required for down payment;
6. The amount required for interest and sinking funds, for maturing ~~serial~~ bonds, and for interest on the City's debts;
7. The total amount of the City's outstanding debts, with a schedule of maturity on bond issues in an attachment;
8. A detailed estimate of the operating expenses of each department, office or agency;
9. Statement of estimated ~~net~~ surplus or deficit for the ensuing fiscal year of each utility owned and operated by the City ~~and a proposed method of its disposition~~. A subsidiary budget for each utility shall be included giving details of ~~income~~ revenues and expenditures;

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10. Such other information as is required by City Council or deemed desirable by the City Manager;
 11. A contingency line item of up to ten percent (10%) of the gGeneral fFund revenues may be included;
and
 12. Such dedicated reserves as may be required.

D. Public Notices and Hearings: The City Council-Secretary shall post notices of meetings and hearings in-on the City officeHall bulletin board, City Wwwebsite, and publish in the official newspaper a general summary of the proposed budget and a notice stating:

1. The times and places where copies of the message and budget are available for inspection by the public; and the budget must be posted on the City website.
2. The time and place for a public hearing on the budget.

E. City Council Action:

1. The City Council shall hold two (2) public hearings on the budget as submitted at the time and place so advertised or at another time and place with proper notification. Such hearings shall be held in accordance with the Constitution of the State of Texas, general laws of the State, this charter, and ordinances of the City, in the order named. All interested persons shall be given an opportunity to be heard, either for or against any item of the proposed budget.
2. At the next regular or special called meeting, but not less than seven (7) days after the public hearings the City Council may adopt the budget with or without amendment.
3. The City Council shall adopt the-a balanced budget by ordinance on-after two (2) public hearings.
Adoption of the budget will require an affirmative vote of a majority of the entire City Council.
Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

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- F. *Failure to Adopt:* If the City Council fails to adopt for the budget by the twenty-fifth day of September, the amounts appropriated for operation during the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the City Council adopts a [balanced](#) budget for the ensuing fiscal year. The levy of property tax normally approved as part of the budget adoption will be set ~~such that the tax receipts for the budget year shall equal the tax receipts of the current fiscal year~~ [in accordance with state law](#).

(Amd. of 5-4-96; Ord. No. 786, § II, Prop. 13, 2-13-01; Ord. No. 1069, § II, Props. 4—7, 9, 12-11-12; Res. No. 2021-23 , amd. T, elec. of 5-1-2)

Section 7.04. Amendments after adoption.

- A. *Supplemental Appropriations:* If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council may carry the excess into the next fiscal year or by ordinance may make supplemental appropriations to retire indebtedness or to fund emergency appropriations as described in Section 7.04B.
- B. *Emergency Appropriations:* At any time in any fiscal year, the City Council may, pursuant to this section, make emergency appropriations to meet a pressing need for public expenditure, for other than regular or recurring requirements, affecting life, health, property, or the public peace. Such appropriations may require emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year in which the emergency appropriation was made.
- C. *Reduction of Appropriations:* If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, ~~he/she~~ [the City Manager](#) shall report to the City Council without delay, indicating the estimated amount of deficit, any remedial action

taken ~~by them~~ ~~by him/her~~ and ~~their~~ ~~his/her~~ recommendations as to any other steps to be taken. The City Council shall then take such further action that it deems necessary to prevent or minimize any deficit.

- D. *Transfer of Appropriations:* At any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency. The City Council may require their approval of these transfers within departments above a limit established by the City Council. Upon written request by the City Manager, the City Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office or agency to another. Any monies borrowed from one department can not pass the term of that City Council.
- E. *Limitations:* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance.
- F. *Effective Date:* The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption of the ordinance.

(Amd. of 5-4-96; Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 7.05. Capital ~~p~~Program.

The City Manager shall submit a five-year capital program as an attachment to the annual budget. The capital program shall include the proposed program by the planning and zoning commission and comments by the City Manager. The program as submitted shall include:

1. A clear general summary of its contents;
2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years succeeding the budget year, with appropriate supporting information as to the necessity for such improvements;

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3. Cost estimates, method of financing and recommended time schedules for each improvement; and
 4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Section 7.06. Public records.

Copies of the adopted budget and the capital program ~~as adopted~~ shall be public records and ~~shall~~ be made available to the public upon request and review at the Office of the City Secretary. Copies of the adopted budget and capital program shall be to the public upon request, posted on the City's website and where required by state law.

Section 7.07. Lapse of appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds and shall be appropriated by the City Council.

(Ord. No. 785, § 1, Prop. E, 2-13-01; Ord. No. 2017-01 , § II, Prop. 9, 1-10-17)

Section 7.08. Borrowing.

- A. *The Right to Borrow:* The City shall have the right and power, except as prohibited by law, to borrow money by whatever method it may deem to be in the public interest.

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- B. *General Obligation Bonds:* The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by law, and to issue refunding bonds to refund outstanding bonds previously issued.
- C. *Revenue Bonds:* The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending, or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by law, and to issue revenue bonds to evidence the obligation created. Such bonds shall be a charge upon and payable from any or all City properties or interest pledged, or the income from the City properties, or both. The holders of the revenue bonds shall never have the right to demand payment out of monies raised or to be raised by taxation.
- D. *Borrowing in Anticipation of Property Tax:* In any budget year, the City Council may, by resolution, authorize the borrowing of money in anticipation of the collection of the property tax for the same year, whether levied or to be levied. Notes may be issued for periods not exceeding one year and must be retired by the end of the budget year in which issued.

Section 7.09. Purchasing and contracting.

- A. Contracts and purchases are referred to herein as a "contract". A contract is made by the Council if it is approved in advance by the Council, regardless of which city official signs it.
- B. The City shall comply with Chapter 252 Texas Local Government Code, and such other State laws as may govern City contracting and, except in emergency situations which shall be promptly reported to the Council, such contracts must be made by the Council.
- (1) All requests for emergency or routine services not requiring a bid shall be awarded on a round robin basis to all local vendors.
- (2) Vendor list should be reviewed annually by City staff for workmanship and pricing.

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- (3) Any vendor removed from the bid list shall have a right to appeal removal to the City Council at a Regular City Council Meeting within ninety days.

C. As to a contract which is not governed by State law:

- (1) The Council must make the contract, unless it authorizes the City Manager to make it.
- (2) The Council must adopt rules governing Council-made and City Manager-made contracts.
- (3) Council rules must be in compliance with this Charter.
- (4) Such contracts must be in compliance with this Charter and Council rules.
- (5) Council rules must provide procedural relaxation in the event of emergencies similar to the manner in which state law addresses emergencies in situations where contracting is governed by state law.
- (6) Such contracts must be with the vendor who offers the best value to the City, as determined in the reasonable, good faith judgment of the contracting authority, whether Council or City Manager.
- (7) Council rules must establish a monetary limit which City Manager-made contracts may not, except in emergencies, exceed.
- (8) All contracts shall be awarded via sealed bids. All bids shall be opened by Department Head, Director of Finance, and City Secretary if contract is estimated to be under \$25,000.00. Bids shall be opened by City Manager, Director of Finance, and City Secretary if contract is estimated to be \$25,000.00 or more.

(Ord. No. 785, § 1, Props. L, N, 2-13-01; Ord. No. 1069, § II, Prop. 10, 12-11-12; Res. No. 2021-23, Amends. U—X, elec. of 5-1-21)

Section 7.10. Administration of budget.

A. *Payments and Obligations Prohibited:* No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the City Manager or his/her designee first certifies that there is a sufficient unencumbered balance in such allotment or

appropriation that sufficient funds are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal. Such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligations, and ~~he/she~~ they shall also be liable to the City for any amount so paid. However, this prohibition shall not be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds, time warrants, certificates of indebtedness, certificates of obligations, or grants from other governmental bodies, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is made or approved by ordinance. All disbursements above a limit set by City Council shall require two authorized signatures. The City Council shall designate those authorized to sign the disbursements.

- B. *Financial Reports:* The City Manager shall submit to the City Council each month a report covering the financial condition of the City.
- C. *Annual Audit:* An annual audit shall be performed by a competent certified public accounting firm as provided in Article 3.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 7.11. Depository.

- A. All monies received by any person, department or agency of the City for or in connection with affairs of the City shall be deposited promptly in the City depository or depositories, which shall be designated by the City Council in accordance with such regulations and subject to such requirements as to security for deposits and interest thereon as may be established by ordinance. All checks, vouchers or warrants for the withdrawal of money from the City depositories shall be signed and countersigned by persons designated by the City Council.

B. The City shall officially designate a depository by contract which contract shall be no longer than three (3) years with a maximum of two (2) one-year (1-year) extensions as authorized by Council.

(Ord. No. 1069, § II, Prop. 11, 12-11-12)

ARTICLE VIII. TAX ADMINISTRATION

Sec. 8.01. Power to tax property.

The City Council shall have the power, and is hereby authorized annually, after the budget is adopted, to levy and collect taxes up to the maximum authorized by the Constitution of Texas based on the assessed value of all real and personal property in the City, not exempt by the Constitution and laws of Texas from taxation.

(Amd. of 5-4-96)

Sec. 8.02. Automatic levy.

If for any cause the City Council shall fail or neglect to pass a tax ordinance for any year, levying taxes for that year, shall be set in accordance with the Texas Tax Code. ~~the tax ordinance last passed shall be considered in force and effect as the tax ordinance for the year for which the City Council so failed to pass a tax ordinance, and the failure to pass such ordinance in any year shall not invalidate the collection of the tax for that year.~~

(Amd. of 5-4-96)

~~Sec. 8.03. Due date and penalties.~~

~~The City Council may also prescribe the date when taxes shall become due and prescribe penalties for nonpayment before they become delinquent.~~

(Amd. of 5-4-96)

Sec. 8.0~~3~~4. Other taxes.

The City Council may also levy, assess and collect any other types of taxes as provided by State law, provided that no such tax shall be greater than is authorized by such statute.

(Amd. of 5-4-96)

Sec. 8.0~~4~~5. Taxes, when due and payable.

Taxes shall be due and payable at the time and place provided by State law ~~or in the absence of State law as provided by the City Council.~~

(Amd. of 5-4-96)

Section 8.0~~5~~6. Tax liens and liabilities.

All taxable property located in the City on the first day of January of each year shall stand charged from said date with a special lien in favor of the City for the taxes due thereon. The liens provided therein shall be superior to all other liens except liens for Federal, State and County taxes, regardless of when such other liens were created. All persons purchasing any of said property after the first day of January in any year shall take same subject to the liens herein provided. In addition to the liens herein provided, on the first day of January of any year, the owner of property subject to taxation by the City shall be personally liable for the taxes due thereon for such year. The City shall have power to sue for and recover personal judgment for taxes without foreclosure or to foreclose its lien or liens or to recover both personal judgment and foreclosure. In any such suit where it appears that the description of any property in the assessment rolls is insufficient to identify such property, the City shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien or for personal judgment against the owners for such taxes.

Section 8.07. Arrears of taxes offset to debt against city.

The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

Section 8.08. Tax remission discount and compromise, correction of error.

Except as herein provided, neither the City Council nor any other official of the City shall extend the time for payment of taxes nor remit, discount or compromise any tax legally due the City, nor waive the penalty and interest that may be due thereon to any persons, firms or corporations owing taxes to the City for such year or years; provided, however, that this provision shall not prevent the compromise of any tax suit, or the correction of any errors in assessment, or preparation of tax rolls, or preparation of a tax statement. Such compromise or correction of errors shall first have the approval of the City Council by majority vote of all Councilmembers.

Section 8.09. Other rules and regulations.

Except as otherwise provided by law or this Charter, the City Council shall have the power to provide by ordinance such rules, regulations and mode of procedure to enforce the collection and payment of City taxes as it may deem expedient, and may provide such penalties for the failure to pay such taxes as it may deem expedient.

(Amd. of 5-4-96)

Section 8.10. Right to contract with ~~other governmental entities~~ regard to collection of taxes.

The City Council shall be empowered to contract, by ordinance or resolution, with any other governmental entity, person or private entity with regard to the collection of taxes.

(Amd. of 5-4-96)

ARTICLE IX. PUBLIC UTILITIES AND FRANCHISES

Section 9.01. Powers of the city.

In addition to the City's power granted elsewhere in this Charter, the City shall have power to buy, own, sell, construct, lease, maintain, and operate public service within or outside the City limits.

(Ord. No. 785, § 1, Prop. M, 2-13-01)

Section 9.02. Power to grant franchise.

The City Council shall have the power by ordinance to grant, renew and extend all franchises of a public service operating within the City and, with consent of the franchisee, to amend the same. No franchise shall be granted for a term of more than thirty (30) years from the date of the grant, renewal or extension.

Section 9.03. Ordinance granting franchise.

Any ordinance granting, renewing, extending or amending a franchise shall not take effect until at least twenty-eight days after its final passage. Within seven days following the first reading of the ordinance, the ordinance shall be published in its entirety or in caption form one time in the official City newspaper, and the expense of such publication shall be borne by the prospective franchisee. No franchise shall be exclusive.

Section 9.04. Transfer of franchise.

No public service franchise shall be transferable except with the approval of the City Council as expressed by ordinance. The term "Transferable," as used herein, shall not be construed in such a manner as to prevent the franchisee from pledging said franchise assets as security for a valid debt or mortgage.

Section 9.05. Franchise value not to be allowed.

Franchise granted by the City shall be considered to be of no value in considering:

- A. The rates and/or charges for utilities or service within the City; and
- B. The compensation to be paid by the City for public service property which the City may acquire by condemnation or otherwise.

Section 9.06. Right of regulation.

In granting public service franchises or in amending, renewing or extending them the City shall have the following rights:

- A. To repeal the franchise by ordinance for failure of the franchisee to comply with its terms. Included is failure of the franchisee to begin construction or operation within the time prescribed. This power shall be exercised only after the franchisee has been given due written notice and opportunity for hearing, and a reasonable time, not to exceed sixty (60) days from hearing date to correct such failures.
- B. To require such expansion, extension, enlargement and improvements of facilities and services as are necessary to provide adequate service to the public, and maintenance of the facilities and service to the highest reasonable standard of efficiency.
- C. To impose reasonable regulation of service and quality of the product for the safe, efficient and continuous service to the public.
- D. To require the keeping of accounts in such form as will accurately reflect the cost of the property of each franchisee which is used and useful in rendering its service to the public and the expenses, receipts and profits of all kinds of such franchisees. It shall be deemed sufficient compliance with this paragraph if the franchisee keeps its accounts in accordance with the uniform system established by

any federal or state agency for their service. To examine and audit accounts and records and to require annual reports on local operations of the utility.

- E. To require the franchisee to restore at the franchisee's expense, all public or private property to a condition equally as good as or better than before disturbed by construction, repair or removal. The property owner retains the right to seek action by law for damage resulting therefrom.
- F. To require every franchisee to furnish within a reasonable time to the City, without cost to the City, a general map, with updates outlining the location, character, size, length and terminals of all facilities of such franchisee in, over and under ground of property in the City and to provide detailed information on request.
- G. The City shall have the right to set rates of City owned public services.

Section 9.07. Extensions.

All extensions of service within the City limits shall become a part of the aggregate property of the service, and shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter. The extension of the service shall be considered as part of the original grant and shall be terminable at the same time and under the same conditions as the original grant.

Section 9.08. Regulations of rates.

Except as limited by State or Federal law, the City shall have the following rights to fix and regulate the rates and charges of all public utilities and fix the fare of all public transportation of every kind operating within the corporate limits of the City:

- A. The City Council has the power by ordinance to fix and regulate the rates and charges of all public utilities and fix the fares of all public transportation of every kind operating within the corporate limits of the City of Ingleside.

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- B. ~~{The}~~ City Council, upon receiving a request from a public service desiring a change in rates, charges or fares, shall call a meeting for consideration of such change.
- C. The public service shall show the necessity for such change by establishing by clear, competent and convincing evidence:
1. Cost of its investment properly allocable to service in the City;
 2. Amount and character of its expenses and revenues connected with the rendering of such service; and
 3. Any additional evidence required by the City Council.
- D. ~~{The}~~ City Council may, if not satisfied with the sufficiency of the evidence furnished by the public service, select and employ rate consultants, auditors and attorneys to investigate and, if necessary, litigate the requests for changes in rates, charges or fares. The public service shall reimburse the City for its reasonable and necessary expenses so incurred. If the City Council takes no action on the request, the new rates go into effect after thirty-five (35) days.
- If the City Council needs more time to study the request, it must, before the time runs out, notify the company in writing that it needs more time to study the request and will suspend the operation of the schedule for one hundred twenty (120) days.
- E. The public service may, if not satisfied with the rate, charge or fare ordered by City Council, make a motion for rehearing within twenty (20) days of the entry of such order. Such motion will be deemed overruled if not acted upon by City Council within thirty days, provided that City Council may by resolution extend such time for action on the motion to a maximum of sixty (60) days.
- F. No public service may institute legal action contesting such rate, charge or fare by City Council until such public service has exhausted all remedies provided herein.
- G. Public services and utilities subject to ~~the Public Utility Regulatory Act~~Vernon's Ann. Civ. St. art. 1446c shall be regulated by the City Council in the manner and to the extent provided in such State Statute.

(Amd. of 5-4-96)

Section 9.09. Accounts of city-owned public services.

Accounts shall be kept for each public service owned or operated by the City, in such manner as to show the true and complete financial results of each such City ownership and operation. The accounts shall show the actual capital cost to the City of each public service owned, also the cost of all extensions, additions and improvements, and the source of the fund expended for such capital purposes. They shall show as nearly as possible the cost of any service furnished to or rendered to any other City or governmental agency.

ARTICLE X. PLANNING AND ZONING

Section 10.01. Planning and Zoning.

There shall be a Planning and Zoning Commission whose responsibilities are to accomplish the City planning and zoning functions to effect the orderly and desired growth, development and beautification of the City [in accordance with state law and city ordinances](#). The commission shall formulate and recommend to the City Manager a [Comprehensive Master Plan](#) and shall consult with other [City Departments](#) regarding planning. The Commission shall recommend any proposed zoning changes to the City Council and shall act in an advisory capacity to the City Council on all matters affecting the development of the City.

Section 10.02. Organization, selection, and term of office.

The Planning and Zoning Commission shall be composed of seven [\(7\)](#) members appointed by the City Council. Members shall serve for a term of two [\(2\)](#) years with four [\(4\)](#) members being appointed with terms beginning on January 1 of odd-numbered years and three [\(3\)](#) members appointed with terms beginning on January 1 of even-numbered years. Vacancies occurring in the Commission, for whatever reason, shall be filled within sixty [\(60\)](#) days by appointment by the City Council, for the remainder of the unexpired term. Members appointed under this provision of the Charter may be reappointed for a second term. Under no provision shall a person serve over two [\(2\)](#) consecutive terms or a fraction thereof. No member of the Planning and Zoning Commission shall hold another salaried or elected City office. Three [\(3\)](#) successive unexcused absences from the Commission meetings shall terminate membership on the City Planning and Zoning Commission. Members of the [Commission](#) shall serve without compensation but may be reimbursed for necessary expense incurred as a result of their work. The Planning and Zoning Commission shall elect a Chairman and Vice-Chairman from the membership and shall have the power to make rules, regulations and bylaws for its own government, which shall be subject to approval by the City Council.

Section 10.03. Comprehensive ~~M~~aster ~~P~~lan.

The Planning and Zoning Commission shall formulate a Comprehensive Master Plan for the development of the City, containing the Commission's recommendations for growth, development and beautification of the City.

This plan shall be updated on an annual basis and shall contain the planning considerations for a period of ten (10) years. This plan shall be forwarded, at least one hundred and twenty (120) days prior to the beginning of the budget year, to the City Manager who shall submit it to the City Council with ~~his/her~~the City Manager's recommendations thereon. The City Council shall hold a public hearing on the proposed Comprehensive Plan, or modification thereof, and shall thereafter adopt it by resolution with or without amendment.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 10.04. Plats and ~~B~~uilding ~~C~~odes.

The Planning and Zoning Commission shall approve or disapprove plats of proposed subdivisions submitted in accordance with state law and City ordinances as adopted or herein amended. The commission shall recommend to the City Council amendments, extensions or revisions of the Building Code, which shall include the minimum standards of construction for building, plumbing and wiring.

Section 10.05. Board of ~~A~~adjustment.

The City Council shall appoint a Board of Adjustment which shall have the power to hear and determine appeals from the refusal of building permits, appeals resulting from administrative decisions by City Building Inspectors, and to permit exception to or variations from the zoning regulations in classes of cases or situations in accordance with the principles, conditions and procedures specified in the zoning ordinance.

Section 10.06. Organization, selection and term of office.

The Board of Adjustment shall be composed of five (5) members and four (4) alternate members appointed by the City Council. Members and alternate members shall serve for a term of two (2) years with three (3) members and two (2) alternate members having terms beginning in one (1) year and two (2) members and two (2) alternate members having terms beginning in alternate years. All cases heard by the Board of Adjustment will be heard by a minimum of four (4) members and/or alternate members. Vacancies occurring in the Board of Adjustment for whatever reason shall be filled within sixty (60) days by the City Council for the remainder of the unexpired term. No member of the Board of Adjustment shall hold another salaried or elected City office. Three (3) successive unexcused absences from the meetings, after a minimum five (5) days' notice served by mail of the time, place and agenda of such meetings, shall constitute cause for termination of membership on the Board of Adjustment. The members of the board shall serve without compensation, but may be reimbursed for necessary expense incurred as a result of their work. The Board shall elect a Cehairman and vVice-chairman from its membership and shall have the power to make rules, regulations and bylaws for its own government which shall be subject to approval by the City Council.

Members appointed under this provision of the Charter may be reappointed for a second term. Under no provision shall a person serve over two (2) consecutive terms or a fraction thereof.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01. Publicity of records.

All public records of every office, department or agency of the City shall be open to inspection by any citizen at all reasonable times, provided that records closed to the public or disclosure of which is not required by law shall not be considered public records for the purpose of this section. During normal office hours any citizen of the City or any duly authorized representative of the press or other news media shall have the right to examine any such public records belonging to the City and shall have the right to make copies thereof under such reasonable rules and regulations as may be prescribed by the City Council or by this Charter subject to and in accordance with Texas [Public Information](#) ~~Open Records~~ Act.

(Amd. of 5-4-96)

Section 11.02. Personal financial interest.

Conflicts of interest of City Council persons and other officers who are local public officials, as defined by Section 171.001(1), Texas Local Government Code, shall be governed by Chapter 171, Texas Local Government Code. No other officer or employee of the City who has a substantial interest in any business entity or property, as defined by Section 171.002, Texas Local Government Code, shall make or enter into any contract with the City regarding that business entity or property.

(Amd. of 5-4-96)

Section 11.03. Official newspaper.

The City Council [as required by state law](#), shall by resolution designate a public newspaper of general circulation in the City as the official ~~newspaper organ~~ thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matter required by this Charter, by the ordinances of the City, or by the Constitution and/or laws of the State of Texas.

Section 11.04. Nepotism.

Persons related within the second degree by affinity, or within the third degree by consanguinity to any elected officer of the City, or to the City Manager, shall ~~not~~ be appointed to monetarily compensated offices, positions, or clerkships or other services of the City, only in accordance with Texas Government Code.

(Ord. No. 981, § II, Prop. 11, 1-13-09; Res. No. 2021-23 , amd. Y, elec. of 5-1-21)

Section 11.05. Oath of office.

Every officer of the City, whether elected or appointed, before entering upon the duties of office, in accordance with Texas State Constitution, Article 16, Section 1, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary.

(Amd. of 5-4-96)

Section 11.06. Prohibitions.

- A. No person shall be appointed to or removed from or in any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, sex, national origin, political or religious opinions or affiliations. The City shall adopt and maintain an affirmative action statement at all times.

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- B. No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the personnel provisions of the Charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules and regulations.
- C. No person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with their ~~his/her~~ test, appointment, proposed appointment, promotion or proposed promotion.
- D. No person who holds any compensated appointive City position shall make, solicit or receive any contribution for any candidate for public office in the City or take any part in the management, affairs or political campaign of such candidate, but ~~he/she~~ may exercise their ~~his/her~~ rights as a citizen to express their~~his/her~~ opinions and to cast their~~his~~ vote.
- E. *Penalties:* Any person who violates any of the provisions of Section A, B or D of this Article shall be guilty of a misdemeanor and upon conviction thereof shall pay such penalty as may be provided for by City Ordinance or the Statutes of the State of Texas. State law defines a violation of Section C as a crime and prescribes the criminal penalty for violation. Any person convicted under this section shall be ineligible for a period of five (5) years thereafter to hold any City office or position and, if an officer or employee of the City, shall immediately forfeit their ~~his~~ office or position.

(Amd. of 5-4-96; Ord. No. 785, § 1, Props. F, N, 2-13-01)

Section 11.07. Assignment, execution and garnishment.

The property, real and personal, belonging to the City shall not be liable to be sold or appropriated under any writ or execution or cost bill. The funds belonging to the City, in the hands of any person, firm or corporation, shall not be liable to garnishment, attachment or sequestration; nor shall the City be liable in garnishment on account of

any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ of garnishment on any account

~~whatever~~whatsoever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

Section 11.08. Security and bond.

It shall not be necessary in any action, suit or proceeding in which the City is a party, for any bond, including supersedeas bond, undertaking, or security to be demanded or executed by or on behalf of said City in any of the State Courts, but in all such actions, suits, appeals or proceedings of ~~the~~ same shall be conducted in the same manner as if such bond, undertaking or security has been given as required by law.

Section 11.09. Damage suits.

- A. Before the City shall be liable for any claim for damages for the death or personal injuries of any person or for damages to property, the complainant or their ~~his/her~~ authorized representative shall notify the City Secretary. The notification shall be in writing, duly verified, and shall state specifically how, when and where the death, injury, or damage occurred; the amount of loss claimed; and the identity of any witnesses upon whom it is relied to establish the claim. The notification shall be filed within forty-five (45) days of the date of injury or damage or in the case of death, within forty-five (45) days of the date of death. No action at law shall be brought against the City until at least sixty (60) days have elapsed since the date of notification.
- B. The City Council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the City, including suits by the City to recover delinquent taxes.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 11.10. Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

Section 11.11. Amending the Charter.

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by State law. However, the City Council may, by ordinance, make nonsubstantive amendments to the City Charter to correct typographical errors, grammatical errors, references to laws which have been changed ~~or which have been changed~~ or which references are, for any reason, incorrect, and to neutralize all gender references; provided, that no such amendment shall change the meaning or substance of the Charter.

(Amd. of 5-4-96)

Section 11.12. Charter review commission.

The City Council shall appoint at its first regular meeting in July of every fourth (4th) year after approval of this Charter, a Charter Review Commission of five (5) citizens of the City.

A. *Duties of the Commission:*

1. Inquire into the operation of the City Government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held; and the Commission shall have the power to compel the attendance of any officer or employee of the City and require the submission of any of the City records which it may deem necessary to the conduct of such hearing.

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2. Propose any recommendations it may deem desirable to insure compliance with the provisions of the Charter by ~~the several~~ each departments of ~~the~~ City government.
 3. Propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions.
 4. Report its finding and present its proposed amendments, if any, to the City Council.
- B. *Action by the City Council:* The City Council shall receive and have published in the designated official public newspaper of the City any report presented by the Charter Review Commission; shall consider any recommendation made, and if any amendments be presented as part of such report, may order such amendment or amendments to be submitted to the voters of the City in the manner provided by State law.
- C. *Term of Office:* The term of office of such Charter Review Commission shall be six (6) months, and at the completion of such term a report shall be presented to the City Council, and all records of the proceedings of such commission shall be filed with the City Secretary and shall become a public record.

(Amd. of 5-4-96)

ARTICLE XII. TRANSITIONAL PROVISIONS

Section 12.01. Schedule.

- A. This Charter shall take effect on the first day following adoption by the voters of the City of Ingleside and shall be fully operative within one year after such adoption.
- B. It is contemplated that this Charter will be presented to the voters on the ballot of the special election scheduled for Tuesday, November 6, 1979; it is further contemplated that the same ballot will provide for the election, at large, of one candidate to the City Council office created by adoption of this Charter.
- C. The term of the member of the City Council created by adoption of this Charter shall expire at the regular election next following.
- D. The limitations prescribed in Article III, Section 3.01C of this Charter shall apply to all persons elected to office in 1979 and thereafter.
- E. All Boards, Commissions and Committees in existence on the effective date of this Charter, and not in conflict with the provisions thereof, may continue in existence. Any Board, Commission or Committee in existence on the effective date of this Charter which is in conflict with the provisions thereof is abolished, with such abolition to take effect on the 120th day after the effective date of the Charter.

(Ord. No. 785, § 1, Prop. H, 2-13-01)

Section 12.02. Appointive officers and employees.

- A. Nothing in this Charter, except as may be specifically provided otherwise, shall affect or impair the rights or privileges of persons who are appointive officers or employees of the City at the same time of its adoption.

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- B. An employee holding a City position at the time this Charter becomes fully operative, who was serving in that same or a comparable position at the time of its adoption, shall not be subject to competitive tests as a condition of continuance in that same position but in all other respects shall be subject to the personnel system provided for in Article IV.

(Ord. No. 785, § 1, Prop. I, 2-13-01)

Section 12.03. Effect of the Charter on existing law.

- A. All codes, ordinances, resolutions, rules and regulations in force in the City on the effective date of this Charter, and not in conflict with the provisions thereof, shall remain in force until altered, amended or repealed by the City Council. Emergency ordinances enacted before the adoption of this Charter shall not be affected by the provisions of Article III, Section 3.12, of this Charter. Any code, ordinance, resolution, rule or regulation which conflicts with the provisions of this Charter is repealed to the extent that it is inconsistent or will interfere with the effective operation of this Charter or ordinances enacted pursuant thereto.
- B. All taxes, assessments, liens, encumbrances and demands, of or against the City, fixed or established before the effective date of this Charter, or for the fixing or establishing of which proceedings had begun prior to such date, shall be valid when properly fixed or established under the law in force at the time of the beginning of such proceedings or under the law after adoption of this Charter.

(Ord. No. 785, § 1, Prop. J, 2-13-01)

Section 12.04. Pending matters.

All rights, claims, actions, orders, contracts, franchises and legal or administrative proceedings in existence or pending on the effective date of this Charter shall continue until consummation. All new or renewal rights, claims, actions, orders, contracts, franchises and legal or administrative proceedings initiated after the effective date of this Charter shall conform to the requirements and provisions thereof.

(Supp. No. 21)

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Section 12.05. Submission of the Charter to the voters.

The Charter Commission in preparing this Charter concludes that it is impracticable to segregate each subject so as to permit a vote of "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to work and function it is necessary that it should be adopted in its entirety. For these reasons, the Charter Commission directs that the said Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City of Ingleside at the special City election to be held on November 6, 1979. Not less than thirty days prior to that election, the City Council shall cause the City Secretary to mail a copy of this Charter to each qualified voter of the City of Ingleside as appears from the latest certified list of registered voters. If a majority of the qualified voters voting in that election shall vote in favor of the adoption of this Charter, it shall become the Charter of the City of Ingleside, and after the returns have been canvassed, the same shall be declared adopted and the City Secretary shall file an official copy of the Charter with the records of the City. The Secretary shall furnish the Mayor a copy of said Charter, which copy of the Charter so adopted, authenticated and certified by his/her signature and Seal of the City, shall be forwarded by the Mayor to the Secretary of State of the State of Texas and shall show the approval of such Charter by majority vote of the qualified voters voting at that election.

(Ord. No. 785, § 1, Prop. N, 2-13-01)

Section 12.06. Public act.

This act shall be deemed a public act and judicial notice shall be taken thereof in all courts.

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 18

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, of reclassification of the Municipal Court Administrator position to Clerk of the Court from the Municipal Court budget in the General Fund.

SUBMITTED BY: Priscilla Solis, Assistant Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The fiscal year 2024-2025 budget was adopted on September 24, 2024. The structure of the Court was changed on April 8, 2025. Since that time, there has been a need to restructure the positions within the Municipal Court budget, which will include the Municipal Court Administrator being reclassified.

FISCAL ANALYSIS:

The budget will not be affected.

RECOMMENDATION:

Staff recommends the City Council pass the first and only reading of an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the reclassification of the Municipal Court Administrator to Clerk of the Court in the Municipal Court budget.

ATTACHMENTS:

1. 2025-05-27 ORDINANCE NO- FY2025-xx BUDGET AMENDMENT-RECLASS COURT OF CLERK POSITION v4

ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF INGLESIDE, TEXAS, OF RECLASSIFICATION OF THE MUNICIPAL COURT ADMINISTRATOR POSITION TO CLERK OF THE COURT FROM THE MUNICIPAL COURT BUDGET IN THE GENERAL FUND.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for an adjustment to the Municipal Court Administrator position.

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

CITY OF INGLESIDE
BUDGET AMENDMENT

Type of Court	Position	Pay Grade
Municipal Court	Municipal Court Administrator	10
Court of Records	Clerk of the Court	10

[To amend the FY2025 budget as shown above to replace the Municipal Court Administrator with the Clerk of Court position to align with the Court of Records. The job duties have also been updated to accommodate the Court of Records system.]

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

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

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

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

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

DRAFT

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 19

Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals (RFP) for administrative and plan development services for the Community Development Block Grant - Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) grant program administered by the Texas General Land Office (GLO).

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Texas General Land Office allocated \$25,000,000 to the Local Hazard Mitigation Plans Program (LHMPP). This program provides grants ranging from \$20,000 - \$100,000 for eligible entities to develop or update local hazard mitigation plans, or as cost share for hazard mitigation planning activities funded through other federal sources. LHMPP is funded through a Community Development Block Grant for Mitigation from the U.S. Department of Housing and Urban Development.

Eligible Activities include:

Develop Hazard Mitigation PlanDevelop a Local Hazard Mitigation Plan that identifies, assesses, and reduces long-term risks to life and property from hazard events, or provide cost share (local match) for funding awarded to do the same from FEMA.

Update Hazard Mitigation PlanUpdate a Local Hazard Mitigation Plan within 2 years of expiration or provide cost share (local match) for funding awarded to do the same from FEMA.

FISCAL ANALYSIS:

Initial cost of advertising for RFP's.

RECOMMENDATION:

Staff recommendation is for Council to authorize the City Manager to issue requests for proposals (RFP) for administrative and plan development services for the Community Development Block Grant - Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) grant program administered by the Texas General Land Office (GLO).

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 20

Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals (RFP) for administrative and planning services for GLO CDBG-MIT Resilient Communities Program (and all eligible activities per the application guidance) as administered by the General Land Office.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Texas General Land Office allocated \$100,000,000 to our Resilient Communities Program (RCP). This program provides grants up to \$300,000 for eligible entities to develop, adoption, and implement modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Eligible Activities include:

Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation.
Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
Development, adoption, and implementation of forward-looking land use plans that integrate hazard mitigation plans;
Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
Public service activities are not a stand-alone option but should be in support of the plan, ordinance, code, or zoning that is being funded under this program. Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to FEMA's Community Rating System (CRS) credit accrual and eligibility, potentially leading to reduced flood insurance premiums for the community, are eligible under this activity.

FISCAL ANALYSIS:

Initial cost of advertising for RFP's.

RECOMMENDATION:

Staff recommendation is for Council to authorize the City Manager to issue requests for proposal (RFP) for administrative and planning services for GLO CDBG-MIT Resilient Communities Program (and all eligible activities per the application guidance) as administered by the General Land Office.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: May 27, 2025

AGENDA ITEM: 21

Deliberate and take appropriate action to authorize the City Manager to issue Requests for Proposals for administrative services (RFP) as a disaster recovery management service provider to complete application and project implementation and requests for qualifications (RFQ) for engineering services for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City staff recognizes there are several avenues available for the City to apply for grants funds for the health, safety, and welfare of the citizens of Ingleside. To be competitive, the City needs to utilize available resources to assist in the application process and administration of grant funds. Therefore, the use of professional firms is necessary.

FISCAL ANALYSIS:

The initial cost will be the cost of advertising for the RFP's and RFQ's.

RECOMMENDATION:

Staff recommendation is for Council to authorize the City Manager to issue requests for proposals for administrative services (RFP) as a disaster recovery management service provider to complete application and project implementation and requests for qualifications (RFQ) for engineering services for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board.

ATTACHMENTS:

None