

# City of Kingsville, Texas

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**AGENDA**  
**CITY COMMISSION**  
**MONDAY, MARCH 25, 2024**  
**REGULAR MEETING**  
**CITY HALL**  
**HELEN KLEBERG GROVES COMMUNITY ROOM**  
**400 WEST KING AVENUE**  
**5:00 P.M.**

**Live Videostream:** <https://www.facebook.com/cityofkingsvilletx>

**I. Preliminary Proceedings.**

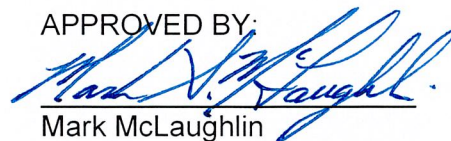
**OPEN MEETING**

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – March 11, 2024

APPROVED BY:



Mark McLaughlin  
City Manager

**II. Public Hearing - (Required by Law).<sup>1</sup>**

1. Public Hearing on City's intent to submit a Texas Community Development Block Grant program application for a Main Street Grant for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity on East Kleberg Avenue between North 6<sup>th</sup> and North 7<sup>th</sup> Streets. (Director of Planning and Development Services).

**III. Reports from Commission & Staff.<sup>2</sup>**

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

**IV. Public Comment on Agenda Items.<sup>3</sup>**

1. Comments on all agenda and non-agenda items.

V.

**Consent Agenda**

**Notice to the Public**

*The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

**CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:**

*(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)*

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT Feb. 2024 request, updates 10/10/23 ordinance). (City Engineer).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT Feb. 2024 request; updates 10/10/23 ordinance). (City Engineer).
3. Motion to approve a resolution authorizing the Mayor to execute the Permission and Indemnity Agreement with the King Ranch, Inc. for the 19<sup>th</sup> Annual Ride on Wild Side Charity Bike Event. (City Attorney).
4. Motion to approve a resolution authorizing the Mayor to enter into First Addendum to Amendment No.1 of the Emergency Disaster Response Agreement between the City of Kingsville and Garner Environmental Services, Inc. for emergency disaster response services. (one-year extension; no other changes). (City Attorney).

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

VI. **Items for consideration by Commissioners.<sup>4</sup>**

5. Consider a resolution authoring the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Main Street Fund, and authorizing the Mayor and City Manager to act as the City's authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program. (Director of Planning and Development Services).
6. Consider out-of-state travel for the Fire Chief to attend the Metropolitan Fire Chiefs Conference in Tulsa, Oklahoma from May 19-24, 2024. (Fire Chief).
7. Consider a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for SCBA respirator units, masks, air cylinders, and a stationary cascade air compressor system on behalf of the Kingsville Fire Department with an anticipated cash match. (Fire Chief).
8. Consider a resolution authorizing the City to submit an application to the Ed Rachel Foundation for grant funds for equipment for the Kingsville Police Department. (Police Chief).

9. Consider a resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

10. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend Law Enforcement Officer Standards & Education (LEOSE) Grant funds for training costs. (Police Chief).

11. Consider a resolution authorizing the City Manager to execute the Construction Contract with PM Construction & Rehab LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements Project. (bid awarded 3/11/24) (City Engineer).

12. Consider a resolution authorizing the City Manager to execute the Construction Contract with Texas Pride Utilities, LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 6: 10<sup>th</sup> Street Sanitary Sewer Improvements Project. (bid awarded 3/11/24) (City Engineer).

13. Consider a resolution authorizing the City Manager to execute the Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program. (City Attorney).

14. Consider out-of-state travel for Commissioner Torres to Tempe, Arizona for NALEO Policy Institute: Tackling the Housing Crisis taking place from April 21-25, 2024. (Commissioner Torres).

## VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

### NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

March 21, 2024, at 10:30 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

*Mary Valenzuela*

Mary Valenzuela, TRMC, City Secretary  
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

**MINUTES OF PREVIOUS  
MEETING(S)**

**MARCH 11, 2024**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 11, 2024, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam R. Fugate, Mayor  
Hector Hinojosa, Commissioner  
Norma N. Alvarez, Commissioner  
Edna Lopez, Commissioner

**CITY COMMISSION ABSENT:**

Ann Marie Torres, Commissioner

**CITY STAFF PRESENT:**

Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Kyle Benson, Director of Information & Technology  
Derek Williams, IT  
Bill Donnell, Public Works Director  
Kwabena Agyekum, Senior Planner/HPO  
Rudy Mora, Engineer  
Susan Ivy, Parks Director  
Emilio Garcia, Health Director  
Deborah Balli, Finance Director  
Janine Reyes, Tourism Director  
John Blair, Chief of Police  
Diana Gonzalez, Human Resources Director  
Erik Spitzer, Director of Planning & Development Services  
Mike Mora, Capital Improvement Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 P.M. with four commission members present. Commissioner Torres was absent.

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

**MINUTES OF PREVIOUS MEETING(S)**

**Regular Meeting – February 26, 2024**

**Motion made by Commissioner Lopez to approve the minutes of February 26, 2024 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting “FOR”.**

**II. Public Hearing - (Required by Law).<sup>1</sup>**

**1. Public Hearing on request to approve final plat of 6.88 acre tract of land out of 54.53 acre tract. This tract comprises 2 parcels of land: (1) a 12.36 acre tract of land known as John Clayton and (2) a 29.83 acre tract of land known as KT&I Co., Block 21, Lot PT 6. This subdivision, also known as west side of FM 1717 (South Brahma Blvd.) north of Trant Road, Kingsville, Texas, to be known as Somerset at Kingsville Unit 2A. (Urban Engineering, applicant; Somerset Land Company, owner). (Director of Planning and Development Services).**

Mayor Fugate opened this public hearing at 5:03 p.m. He further announced that this is a public hearing and if anyone would like to speak on behalf of this item they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Erik Spitzer, Director of Planning and Development Services stated that the Planning and Zoning Commission met on March 6, 2024, where they deliberated over the request for approval of the final plat of a 6.88-acre tract of land out of a 54.53-acre tract to be known as Somerset at Kingsville Unit 2A. City staff sent out 32 notices to neighbors within the 200-foot buffer. The city received feedback from three neighbors who were noticed. One neighbor called to ask if the project would include repairing the roads on Trant Rd and the response from staff was no. The second neighbor called to ascertain if the project would include privacy fences and the response from city staff was that it was too early to determine if such fences would be constructed. The third neighbor emailed city staff asking about drainage but once the neighbor viewed the diagram in the agenda packet, he withdrew his concern. The Planning and Zoning Commission voted to approve the final plat. At this time, Mr. Spitzer displayed various maps and described what each marking on the map meant.

There being no further comments or discussion, Mayor Fugate closed this public hearing at 5:12 p.m.

### **III. Reports from Commission & Staff.<sup>2</sup>**

*“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”*

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for March 25, 2024. The deadline for staff to submit their agenda items for said meeting is Friday, March 15, 2024. She further announced that the City of Kingsville will be hosting Trash-Off Day on April 20, 2024.

### **IV. Public Comment on Agenda Items.<sup>3</sup>**

#### **1. Comments on all agenda and non-agenda items.**

Mr. Ricardo Vega, 805 W. Kleberg Ave. commented on the purchase of some property he had invested in and asked that the city allow him to place certain structures on his property. He further commented that he would like the city to look into Code of Ordinances 15-3-69 regarding building site improvements.

### **V.**

#### **Consent Agenda** **Notice to the Public**

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**CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:**

*(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration).*

**Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Alvarez and Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting “FOR”.**

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend Stonegarden Grant #3194309 Funds. (Police Chief).**

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

**2. Consideration and approval of a Plan of Finance and a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation. (Finance Director).**

Mr. Don Gonzales, Financial Advisor from Estrada Hinojosa gave a presentation to the City Commissioner regarding a Notice of Intention to Issue Certificates of Obligation for primarily the construction of the new Fire Station. As there are some unknowns for this type of construction, there is an among in this for contingency. Mr. Gonzales displayed a graph and spoke about the ‘AAA’ MMD History Since 2000. This graph shows where interest rates currently are with respect to the interest rate environment and the graph also shows the high and the low for each year. A second graph was shown, and this graph depicts a 30-year AAA MMD vs. 30-year AAA BVAL vs. 30-year Treasury. Interest rates were increasing in 2021, 2022, and 2023 with it decreasing in 2024. Mr. Gonzales stated that the financing team consists of the City of Kingsville as the Issuer, Financial Advisor as Estrada Hinojosa & Company, Inc. with Bond Counsel as Winstead PC. The Underwriters and Underwriters Counsel as well as the Paying Agent have yet to be determined. The current S&P Rating is an A+. The General Outstanding of the city shows \$28 million of debt, which is currently standing, and of that about \$20 million will be callable between now and 2033. There is some 2016 that will become callable in August 2024 which is about \$2.5 million with an interest rate of 2% to 3.5%. Mr. Gonzales stated that we may not look to try and refund those as we will not get it at a lower interest rate. Mr. Gonzales stated that the estimated project sources and uses show a higher number than what was originally discussed about six months ago. Since there are no bids yet, the city thought it would be good to put a significant amount of contingency due to various increases in cost for construction. Because this is a notice tonight, not to exceed number, if we put it as \$2 million to \$3 million more and we come in at half a million dollars more, then the city would need to start the entire process over again. The items that the plan uses are the Ladder Truck for \$1 million; Fire Engine for \$800,000; Medic Unit \$396,000; SCUBA (Air Bottles & Harnesses) for \$396,000; 2-Bay Fire Station for \$6 million; Contingency \$6,403,444; and



Costs of Issuance \$500,000, for a total of \$15,495,444. Mr. Gonzales further stated that if you look at a \$15 million certificate of obligation issue, the estimated interest rate if we were going into the market today, would have about 50 basis points of cushion. If we were in the market today, it would be below 4%. Mr. Gonzales stated that if we did less than \$15 million, what about creating capacity for the future? Mr. Gonzales further went over the preliminary timetable of events for 2024. Mr. Gonzales stated that with the City Commission action there will be publications in the newspaper for two consecutive weeks to which we would have to wait 45 days from the date of the first publication and assuming that there is no petition from 5% of the voting electric then we can move forward with the certificates of obligation at that time. It is proposed to get ratings in the beginning of May and look to price the middle of May and close the middle of June.

**Motion made by Commissioner Alvarez to approve the Plan of Finance and a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation, seconded by Commissioner Lopez and Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".**

**3. Consideration and approval of a Resolution Declaring Intention to Reimburse Certain Expenditures. (Finance Director).**

Mr. Gonzalez stated that this allows the city to incur expenses that would not be covered out of the city's operating budget, and the city can reimburse itself with bond proceeds once the money comes in. He further stated that this is a reimbursement resolution, tax law resolution, that once it is put in place it would be retroactive up to 60 days. So if the Commission approves this tonight, it goes back 60 days for any funds that the city would have spent from that time going forward, on the projects that were listed, the city is able to reimburse itself at a bond proceeds at no impact on the city's budget.

**Motion made by Commissioner Lopez to approve the resolution declaring intention to reimburse certain expenditures, seconded by Commissioner Hinojosa.**

Mayor Fugate asked Ms. Alvarez if this was something the city had done in the past. Ms. Alvarez responded yes and commented that this would allow staff to start the process of ordering equipment.

**The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**4. Consider a request to approve final plat of 6.88 acre tract of land out of 54.53 acre tract. This tract comprises 2 parcels of land: (1) a 12.36 acre tract of land known as John Clayton and (2) a 29.83 acre tract of land known as KT&I Co., Block 21, Lot PT 6. This subdivision, also known as west side of FM 1717 (South Brahma Blvd.) north of Trant Road, Kingsville, Texas, to be known as Somerset at Kingsville Unit 2A. (Director of Planning and Development Services).**

**Motion made by Commissioner Lopez to approve the request for final plat of 6.88 acre tract of land out of 54.53-acre tract. This tract comprises 2 parcels of land: (1) a 12.36-acre tract of land known as John Clayton and (2) a 29.83 acre tract of land known as KT&I Co., Block 21, Lot PT 6. This subdivision, also known as west side of FM 1717 (South Brahma Blvd.) north of Trant Road, Kingsville, Texas, to be known as Somerset at Kingsville Unit 2A, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**5. Consider a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Homeland Security Grants Division's Border**

**Zone Fire Department Grant Program, FY2025; authorizing the Fire Chief to act on the City's behalf with such program. (Fire Chief).**

Mr. Juan J. Adame, Fire Chief stated that the Kingsville Fire Department has the opportunity to apply for the FY 2025 Border Zone Fire Department Grant Program in request for a new vehicular extrication equipment. The request is for \$69,000 in equipment and associated shipping fees.

**Motion made by Commissioner Lopez to approve the resolution authorizing application to, administration of, and acceptance of Office of the Governor, Homeland Security Grants Division's Border Zone Fire Department Grant Program, FY2025; authorizing the Fire Chief to act on the City's behalf with such program, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".**

**6. Consider awarding Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 5 – E. Lott Ave and 10<sup>th</sup> Street Sanitary Sewer Improvement Project to PM Construction & Rehab LLC as per recommendation of outside engineer and staff. (City Engineer).**

Mr. Rudy Mora, City Engineer stated that Project 5 includes 1,409 linear feet of Cast Place Pipe (CIPP) liner, manhole rehabilitation, point repairs, pavement repair, and repairing the collapsed lines and manhole on 9<sup>th</sup> Street and E. Lott Ave. The project is scheduled to be completed within 120 days from the Notice to Proceed and after the award. Mr. Mora further stated that Bid 24-02, Project 5 Sealed bids were received on November 11, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) and on the City's website. No bid was received, and the project was readvertised for a later date. Bid 24-04, Project 5 re-advertisement for sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$187, 684.00 to \$328,562.00, Alternate Bid No. 1 ranged from \$100,388.00 to \$141,196.00, Alternate Bid No. 2 ranged from \$60,648.00 to \$81,054.00 and Total Bid Amounts ranged from \$409,934.00 to 489,598.00. The lowest bidder was PM Construction & Rehab LLC for \$409,934.00. Bid 24-04, Project 6 sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$425,014.00 to \$592,961.00, Alternate Bid No. 1 ranged from \$289,800.00 to \$386,156.00, and Total Bid Amounts ranged from \$714,814.00 to 962,621.00. The lowest bidder was Texas Pride Utilities LLC for \$714,814.00.

Mayor Fugate asked if this company has ever done business with the city. Mr. Mora responded that they have not contracted with the city in the past, but he is aware of other cities that the company has worked for.

**Motion made by Commissioner Lopez to approve the award of Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 5 – E. Lott Ave and 10<sup>th</sup> Street Sanitary Sewer Improvement Project to PM Construction & Rehab LLC as per recommendation of outside engineer and staff, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".**

**7. Consider awarding Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 6 – E. Lott Ave and 10<sup>th</sup> Street Sanitary Sewer Improvement Project to Texas Pride Utilities LLC as per recommendation of outside engineer and staff. (City Engineer).**

Mr. Mora stated that Project 6 includes 5,478 of CIPP, manhole rehabilitation, point repairs, and pavement repairs. The project is scheduled to be completed within 180 days from the Notice to Proceed and after award. Bid 24-04, Project 6 sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$425,014.00 to \$592,961.00, Alternate Bid No. 1 ranged from \$289,800.00 to \$386,156.00, and Total Bid Amounts ranged from \$714,814.00 to 962,621.00. The lowest bidder was Texas Pride Utilities LLC for \$714,814.00. Mr. Mora stated that it is staff's recommendation to award the Awarding CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 6 – 10<sup>th</sup> Street. -Sanitary Sewer Improvements for \$714,814.00 to Texas Pride Utilities LLC.

**Motion made by Commissioner Lopez to approve the award of Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 6 – E. Lott Ave and 10<sup>th</sup> Street Sanitary Sewer Improvement Project to Texas Pride Utilities LLC as per recommendation of outside engineer and staff, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting “FOR”.**

**8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT request, updates 10/10/23 ordinance). (City Attorney).**

Mr. Mora stated that on February 28, 2024, the city received a request to consider approving a city ordinance for a 45-mph zone to be established by the City of Kingsville from the west city limit of Kingsville or 248FT East of Santa Gertrudis St. to a point 0.872 miles East of the west city limit. Mr. Mora further stated that on September 20, 2023, the city received a request to consider approving a city ordinance for the following, that a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville or W Santa Gertrudis Street to a point 0.721 miles East of the west city limit.

Introduction item.

**9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT request; updates 10/10/23 ordinance). (City Engineer).**

Mr. Mora stated that on February 28, 2024, the city received a request to consider approving a city ordinance for the following: That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville or 248FT East of Santa Gertrudis St to a point 0.032 miles East of the west city limit. Previously on September 20, 2023, the city received a request to consider approving a city ordinance for the following: That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville or W of Santa Gertrudis St to a point 0.031 miles East of the west city limit.

Introduction item.

**10. Consider a resolution of the City of Kingsville, Texas suspending the April 4 2024 effective date of AEP Texas Inc.'s requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Cities Served by AEP Texas and authorizing intervention in AEP Texas Inc.'s requested rate change proceedings before the Commission; hiring Lloyd Gosselink Attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Attorney).**

Agenda item #10 was taken for consideration before agenda item #2.

Mayor Fugate commented that this is not the first time the city has taken action on something like this. Ms. Alvarez responded no.

**Motion made by Commissioner Hinojosa to approve the resolution of the City of Kingsville, Texas suspending the April 4 2024 effective date of AEP Texas Inc.'s requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Cities Served by AEP Texas and authorizing intervention in AEP Texas Inc.'s requested rate change proceedings before the Commission; hiring Lloyd Gosselink Attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

#### **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 5:51 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

Public Hrg.

Planning and Development Services  
410 W King  
Kingsville, TX 78363  
PH: 361-595-8055



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## MEMO

**Date:** March 15<sup>th</sup>, 2024

**To:** Mark McLaughlin (City Manager)

**From:** Erik Spitzer (Director of Planning and Development Services)

**Subject:** **The City of Kingsville is giving notice of the City's intent to submit a Texas Community Development Block Grant Program grant application for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue, between North 6<sup>th</sup> and North 7<sup>th</sup> Streets**

**Summary:** The City of Kingsville Planning & Development Services Department intends to submit a Texas Community Development Block Grant Program grant application for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity in the area of East Kleberg Avenue, between North 6th and North 7th Streets. The Planning Department is seeking approval from the City Commission to proceed with this request.

**Background:** The City is continuing its efforts to revitalize downtown Kingsville. A key to this effort is improved sidewalks along Kleberg Avenue. The City has previously submitted and received funding from this grant program for the same type of sidewalk and lighting improvements in other blocks of the downtown Kingsville area. Staff seeks to apply for a new round of funding to complete more sidewalk repairs downtown on Kleberg Avenue to improve the walkability of the area for the public and aid in making the downtown area a commercial and visitor destination. The required public hearing notice was advertised in the newspaper and posted at City Hall for the March 25<sup>th</sup>, 2024 public hearing.

**Financial Impact:** If the grant is awarded, the City shall fund a 3.5% grant match, which equates to \$17,500.00; this match will be funded through a budget amendment in the FY2024-2025 budget.

**Recommendation:** Staff request the City Commission approve the resolution authorizing the submittal of the grant and the necessary parties authorized to act on the City's behalf with respect to the grant application for the project area described herein.

**Erik Spitzer**  
Director of Planning and Development Services

## **PUBLIC HEARING NOTICE**

### **CITY OF KINGSVILLE (KLEBERG COUNTY) TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue between North 6<sup>th</sup> and North 7<sup>th</sup> Streets. A public hearing will be held in the Helen Kleberg Groves Community Room located in City Hall at 400 W. King, Kingsville, Texas at 5:00pm on Monday, March 25, 2024. Members of the public are invited to give comments during the hearing. Para obtener más información en español, comuníquese con Herlinda Solis at 361-595-8055.



**QuickFacts**  
Kingsville city, Texas

QuickFacts provides statistics for all states and counties. Also for cities and towns with a population of 5,000 or more.

All Topics



Kingsville city,  
Texas

**Population estimates, July 1, 2023, (V2023)** △ NA

**PEOPLE**

**Population**

**Population estimates, July 1, 2023, (V2023)** △ NA

Population Estimates, July 1, 2022, (V2022)	△ 24,833
Population estimates base, April 1, 2020, (V2023)	△ NA
Population estimates base, April 1, 2020, (V2022)	△ 25,402
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	△ NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	△ -2.2%
Population, Census, April 1, 2020	25,402
Population, Census, April 1, 2010	26,213

**Age and Sex**

Persons under 5 years, percent	△ 6.9%
Persons under 18 years, percent	△ 23.3%
Persons 65 years and over, percent	△ 11.7%
Female persons, percent	△ 47.7%

**Race and Hispanic Origin**

White alone, percent	△ 57.3%
Black or African American alone, percent (a)	△ 3.5%
American Indian and Alaska Native alone, percent (a)	△ 0.7%
Asian alone, percent (a)	△ 1.6%
Native Hawaiian and Other Pacific Islander alone, percent (a)	△ 0.0%
Two or More Races, percent	△ 31.6%
Hispanic or Latino, percent (b)	△ 75.1%
White alone, not Hispanic or Latino, percent	△ 17.2%

**Population Characteristics**

Veterans, 2018-2022	1,589
Foreign born persons, percent, 2018-2022	6.7%

**Housing**

Housing units, July 1, 2022, (V2022)	X
Owner-occupied housing unit rate, 2018-2022	46.5%
Median value of owner-occupied housing units, 2018-2022	\$118,900
Median selected monthly owner costs -with a mortgage, 2018-2022	\$1,522
Median selected monthly owner costs -without a mortgage, 2018-2022	\$443
Median gross rent, 2018-2022	\$973
Building permits, 2022	X

**Families & Living Arrangements**

Households, 2018-2022	9,900
Persons per household, 2018-2022	2.38
Living in same house 1 year ago, percent of persons age 1 year+, 2018-2022	85.3%
Language other than English spoken at home, percent of persons age 5 years+, 2018-2022	36.9%

**Computer and Internet Use**

Households with a computer, percent, 2018-2022	90.7%
Households with a broadband Internet subscription, percent, 2018-2022	82.0%

**Education**

High school graduate or higher, percent of persons age 25 years+, 2018-2022	83.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2018-2022	22.3%

**Health**

With a disability, under age 65 years, percent, 2018-2022	8.8%
Persons without health insurance, under age 65 years, percent	△ 21.7%

**Economy**


In civilian labor force, total, percent of population age 16 years+, 2018-2022	60.0%
In civilian labor force, female, percent of population age 16 years+, 2018-2022	54.7%
Total accommodation and food services sales, 2017 (\$1,000) (c)	65,848
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	103,498
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	D
Total retail sales, 2017 (\$1,000) (c)	411,845
Total retail sales per capita, 2017 (c)	\$16,199

**Transportation**


Mean travel time to work (minutes), workers age 16 years+, 2018-2022	19.4
--	------

**Income & Poverty**

Median household income (in 2022 dollars), 2018-2022	\$50,963
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$24,713
Persons in poverty, percent	△ 33.1%

** BUSINESSES****Businesses**


Total employer establishments, 2021	X
Total employment, 2021	X
Total annual payroll, 2021 (\$1,000)	X
Total employment, percent change, 2020-2021	X
Total nonemployer establishments, 2021	X
All employer firms, Reference year 2017	472
Men-owned employer firms, Reference year 2017	240
Women-owned employer firms, Reference year 2017	S
Minority-owned employer firms, Reference year 2017	180
Nonminority-owned employer firms, Reference year 2017	194
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	317


** GEOGRAPHY****Geography**

Population per square mile, 2020	1,829.7
Population per square mile, 2010	1,895.1
Land area in square miles, 2020	13.88
Land area in square miles, 2010	13.83
FIPS Code	4839352

About datasets used in this table

**Value Notes**

 Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TAI learn about sampling error.

The vintage year (e.g., V2023) refers to the final year of the series (2020 thru 2023). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2018-2022 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2022 5-year ACS Comparison Guidance](#) page.

**Fact Notes**

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

**Value Flags**

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open end
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

## ENGINEER'S CERTIFICATION

Please complete the information below for each benefit area proposed in the TxDBG program application. If there is more than one proposed benefit area, please use the "+" and "x" buttons to add or remove additional benefit area forms. There must be one form per benefit area.

+

x

### Benefit Area Name:

Enter the benefit area name (as listed in the TxDBG program application):

City of Kingsville Downtown Revitalization - E. Kleberg Ave.

### Current Conditions:

Please describe the current conditions impacting the households within the benefit area:

The communities' needs are to address sidewalks which are deteriorated and unsafe and lack of ADA accessibility. A business did not have an existing access ramp.

### Project Impact:

Please describe the scope of the proposed project:

The City of Kingsville proposes to address the need by installing ADA compliant ramps & parking & signs as well as sidewalks and crosswalks to access businesses in the downtown district. Other related appurtenances are concrete steps, curbs, sidewalk drains, curb & gutter, modifying brick pavers/existing bulbouts and additional pedestrian lighting. These businesses have many visiting tourists and residents during the day and early evening for city events and for daily shopping.

Area of Impact (select one):

- Benefit area is localized. The beneficiaries are located immediately adjacent to or abutting the improvements.
- Benefit area is a targeted geographic area. The beneficiaries are located in a general area that extends beyond immediately adjacent or abutting the improvements.
- Benefit area is city- or county-wide. The beneficiaries are jurisdiction-wide and include all residents within jurisdictional boundaries.

Identify the geographic area that will benefit from the proposed project. Is a map that clearly and logically delineates the benefit area attached to this form?

- Yes
- No

Describe how the benefitting households were determined. For projects involving buried infrastructure or drainage system improvements, maps or topographic imagery may be necessary as part of providing a robust explanation.

Removal of old dilapidated sidewalks will help the ADA access the sidewalks in downtown area and participate fully in the daily activities downtown between 6th and 7th streets. This also includes renovation of curb and gutter related drainage.

Explain how the project activities will address issues/deficiencies/conditions currently impacting households in the benefit area. This will apply ADA compliant enhancements to the downtown area shops while creating better handicap accessibility to the deteriorated curbs, drainage, steps and sidewalk areas that are to be improved upon.

**Budget:**

Please complete the the budget justification table below:

BUDGET JUSTIFICATION OF RETAIL COSTS									
Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total	
Clearance and Demolition	04	Demolition	\$85,000.00	LS	1	\$85,000	\$0	\$85,000	
Sidewalks	03L	Concrete Curb	\$45.00	LF	465	\$20,925	\$0	\$20,925	
Sidewalks	03L	Concrete Sidewalk	\$190.00	SY	383	\$72,770	\$0	\$72,770	
Sidewalks	03L	Concrete Steps	\$80.00	LF	160	\$12,800	\$0	\$12,800	
Sidewalks	03L	ADA Ramps	\$5,000.00	EA	8	\$40,000	\$0	\$40,000	
Sidewalks	03L	Crosswalk Striping	\$310.00	LF	140	\$43,400	\$0	\$43,400	
Sidewalks	03L	New Metal Signs/Post With Base	\$5,000.00	EA	3	\$15,000	\$0	\$15,000	
Sidewalks	03L	New Aluminum Light Pole With Base, w/ electrical	\$15,000.00	EA	5	\$75,000	\$0	\$75,000	
Sidewalks	03L	Bulb Out Brick Paver Repairs	\$130.00	LF	95	\$12,350	\$0	\$12,350	
Flood Drainage Improvements	03I	Concrete Gutter	\$30.00	LF	120	\$3,600	\$0	\$3,600	
Sidewalks	03L	Sidewalk Drain	\$1,000.00	LF	40	\$40,000	\$0	\$40,000	
						<b>\$420,845</b>	<b>\$0</b>	<b>\$420,845</b>	



*Rutilio P. Mora, Jr.* 3/15/2024  
 Signature of Registered Engineer/Architect and Date

City of Kingsville

**Firm Name**

(361) 595-8004

**Phone Number**

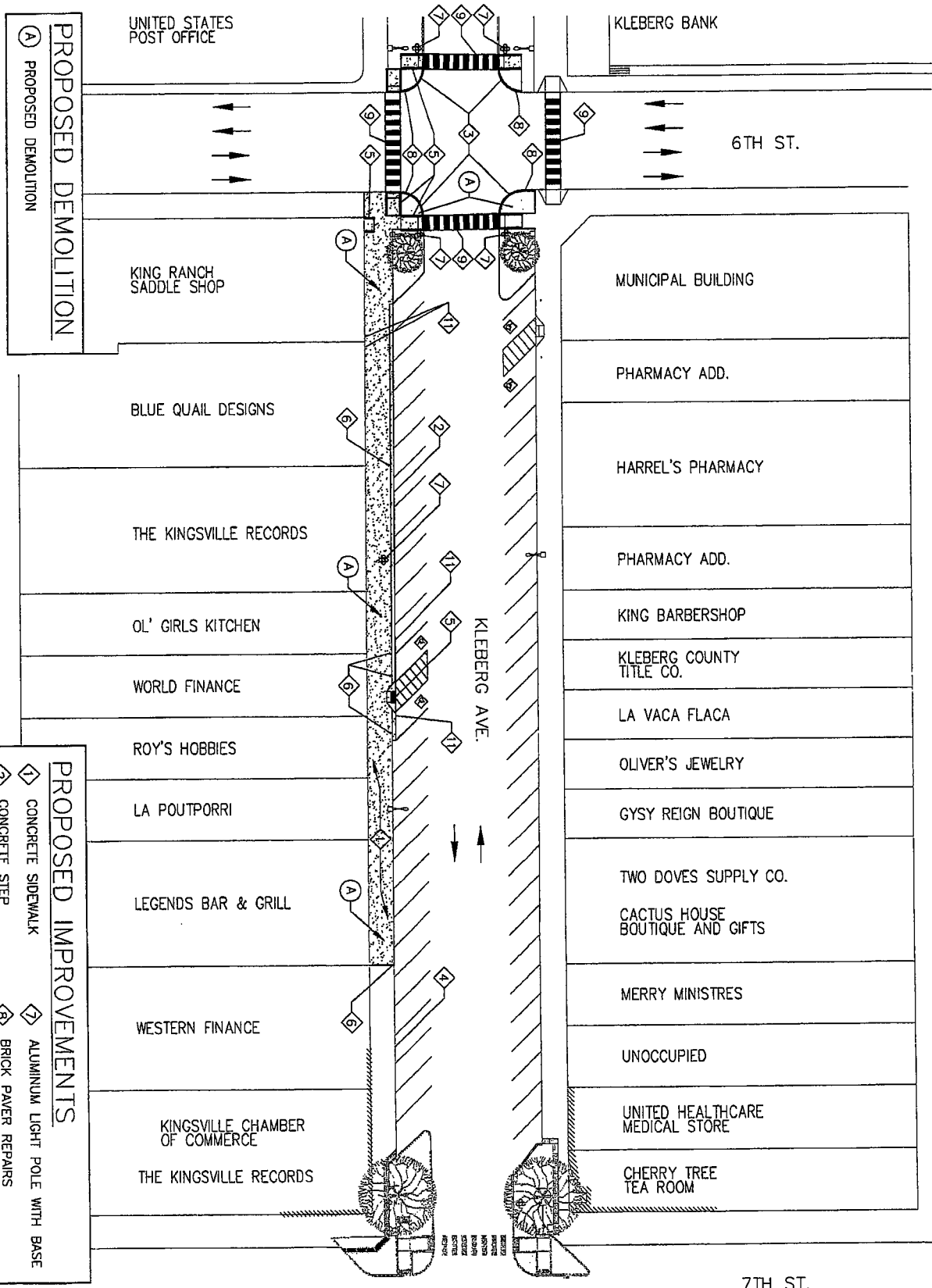
rmora@cityofkingsville.com

**Email**



1  
N.T.S.

**PROJECT AREA MAP  
KLEBERG AVENUE**



- PROPOSED IMPROVEMENTS**
- 1 CONCRETE SIDEWALK
  - 2 CONCRETE STEP
  - 3 CONCRETE CURB
  - 4 CONCRETE GUTTER
  - 5 ADA RAMPS
  - 6 METAL SIGN/POST W/BASE
  - 7 ALUMINUM LIGHT POLE WITH BASE
  - 8 BRICK PAVER REPAIRS
  - 9 CROSSWALK STRIPING
  - 10 CONCRETE GUTTER
  - 11 SIDEWALK DRAIN

**2024 CDBG RURAL ECONOMIC DEVELOPMENT  
DOWNTOWN REVITALIZATION**

**PROJECT AREA MAP - KLEBERG AVE.**

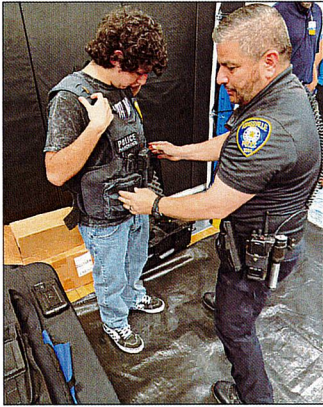
Drawn by: A. REYES  
Date: 3/13/2024  
Checked by: R. MORA  
Job:  
Scale: N.T.S.



**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

400 West King  
Kingsville, Texas 78363  
Office 361.595.8007  
Fax 361.595.8035

SHEET  
1 / 1



11th grader Sebastian Caballero trying on a bullet proof police vest with the assistance of KPD Lt. Michael Chavana.

## Kaufer Early College High School hosts career fair

By Ted Figueroa  
Reporter

Prior to spring break, Riviera Kaufer High School students enjoyed a career fair.

ECHS Director Elias Arredondo was responsible for hosting the career fair for the students of Kaufer ECHS.

Arredondo is in his fourth year at Kaufer High School.

"Our efforts are never about finding a job," he said. "The focus is to find unique opportunities in which our students feel they are making meaningful contributions in or even to push the limits in what they feel is possible for them in our ever-shrinking world. For some of these students, ideas

were planted today. These are ideas that we will cultivate moving forward. This was a great day."

More than 40 organizations were present for the event including: Texas A&M University Kingsville, Texas A&M, the University of Texas, UTRGV, Del Mar TAMUCC, UTSA, Kingsville Police, US Border Patrol and Texas Department of Public Safety.

## H.M. King High School CTE recognizes student employers at annual banquet

By Gloria Bigger-Cantu  
Contributing Reporter

A recognition of local businesses and entities who hire high school students; an engaging inspirational speaker; a presentation of awards, were included in the Career and Technical Education Employer Appreciation and Awards Program held March 6, at the Texas A&M University-Kingsville Student Union Building, Ballroom B.

CTE students honored their employers by expressing their gratitude and presenting them with awards. For most students working at these places was their first jobs. Employers recognized were Fit 24, Sonic, Arby's, DeLaGarza Construction, DeLaRosa Construction; McDonald's Hwy 77, Whataburger Hwy 77.

Also included were the KISD Career & Technical Education; KISD Human Resources; KISD Finance; KISD HMK High School; HMK Registrar; Kleberg County Human Services; Whataburger 14th; and Wingstop.

CTE Administrator Martha Ramirez welcomed the guests. She also updated the audience with their latest successes. CTE students earned 110 Workforce Certifications.

Richard Hight, an internationally known inspirational speaker, and artist engaged the audience, with his life-changing messages to students during the banquet. "The choices you make today will be your life you live tomorrow," he said.



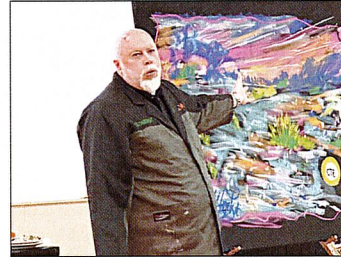
Internationally known inspirational speaker Richard Hight shares life experiences with the audience. (Photos by Gloria Bigger-Cantu)



CTE faculty and staff pictured from left are Katie Polhemus, Minerva Gonzalez, Grace Zepeda, Shantai McCoy, Leticia Longoria, Ovidio Barbour, Eric Gonzalez, Christina Gonzalez, Brian Wolf, Diana Carrillo, Alonzo Garza, Cori Cardinalis.



CTE Administrator Martha Ramirez addresses the guests.



Richard Hight displays his chalk painting with the audience.

Hight shared a story about the time he drew on a chalkboard in his algebra class after his teacher had left the room. When the teacher returned, she told him: "good job but don't do it again." His artistic talent became a gift to him. Later he found out he was dyslexic but considered this learning disorder a gift. "Behind a struggle there is a gift that will take you further," he said. "Stay focused on where you can make the biggest difference and serve with your gift."

He said being different

made them great. "You do not want to be average because average means you will be forgotten," Hight said. He encouraged the students to act on their dreams and ideas. "Not everyone will understand your dreams," said Hight who lives in Oklahoma.

"You will be paid to the value you bring to the table," he said.

(Hight has been featured on CBS, NBC, ABC, and other television channels. He has been an inspirational speaker in four continents, 48 states, 12 countries with

about 5,000 presentations).

Hight can also be considered a hands-on speaker as he displayed his artistic talent by drawing a landscape with chalk on a black sheet.

A presentation of awards followed. Dr. Cissy Reynolds-Perez, KISD Superintendent, Dr. Alys Williams, HMK High School Principal, Dr. Juan M. Sandoval, Assistant Superintendent of for Support Services, also received awards for employing CTE students. Faculty and staff were also introduced.

**PEST CONTROL**

**RUDY'S**

**CONTROL**

Did you know mice and rats can carry a variety of disease-producing germs including Salmonella and Hantavirus?

**NOT CUTE**

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

**\*Ask about our affordable maintenance plans for a pest-free home 365 days a year!**

• Roaches • Ants • Fleas • Ticks • Bees • Scorpions • Termites • Other Pests

816 N. 14th Street  
Kingsville, TX 78363

TRCL #13343  
**595-RUDY**  
7-8-9

**PUBLIC HEARING NOTICE**

CITY OF KINGSVILLE (KLEBERG COUNTY)  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue between North 6th and North 7th Streets. A public hearing will be held in the Helen Kleberg Groves Community Room located in City Hall at 400 W. King, Kingsville, Texas at 5:00pm on Monday, March 25, 2024. Members of the public are invited to give comments during the hearing. Para obtener más información en español, comuníquese con Herlinda Solis al 361-595-8055.

**Don't mess with Texas.**

**KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP**

**TRASH-OFF**

The City of Kingsville will be hosting a TRASH-OFF  
Citizens can dump their Trash for FREE!  
**Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.**  
\*\*\* Weather Permitting \*\*\*  
Located at 6th Street & East Ave. B  
Two blocks north of Kleberg Elementary School  
You must provide proof of residency and utility bill.  
**No Contractors Allowed! Kingsville Residents Only!**

**We WILL Accept:**

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (8 per vehicle)

ONLY standard automobile tires

**We WILL NOT Accept:**

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheetrock or Roofing Scraps

**VOLUNTEERS NEEDED!**

Contact Code Compliance for more information at (361) 595-8093



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

W. King

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Rutilio P. Mora Jr, P.E., City Engineer  
DATE: March 11, 2024  
SUBJECT: Consider Approving Ordinance to Amend 7-5 Schedule I: Speed Limit for State Highway 141 (King Avenue).

---

**Summary:**

On February 28, 2024, the city received a request to consider approving a city ordinance for the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St.) to a point 0.872 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.032 miles East of the west city limit.

> proposed

If this ordinance is passed and approved, it will amend the pervious ordinance.

**Background:**

Previously on September 20, 2023, the city received a request to consider approving a city ordinance for the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W of Santa Gertrudis St) to a point 0.031 miles East of the west city limit.

> current

The ordinance was passed and approved on October 23, 2023.



**City of Kingsville  
Engineering Dept.**

**Financial Impact:**

N/A

**Recommendation:**

Staff recommends approval of this ordinance.

**Attachments:**

TxDOT letter 2-28-24

Ordinance No. 2024\_\_\_\_\_

TxDOT letter 9-20-2023 and approved ordinance





## Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

February 28, 2024

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 and had sent a previous letter with proposed speed zones that were passed by the city on October 23, 2023. There has been a shift in the Western City limits which will modify the 45-mph zone and the 35-mph school zone that was previously passed. Therefore, we are asking that the city modify the previously passed zone lengths for the 45-mph zone and the 35-mph school zone within the city ordinance based on our findings. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.872 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.032 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return a copy of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,  
Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

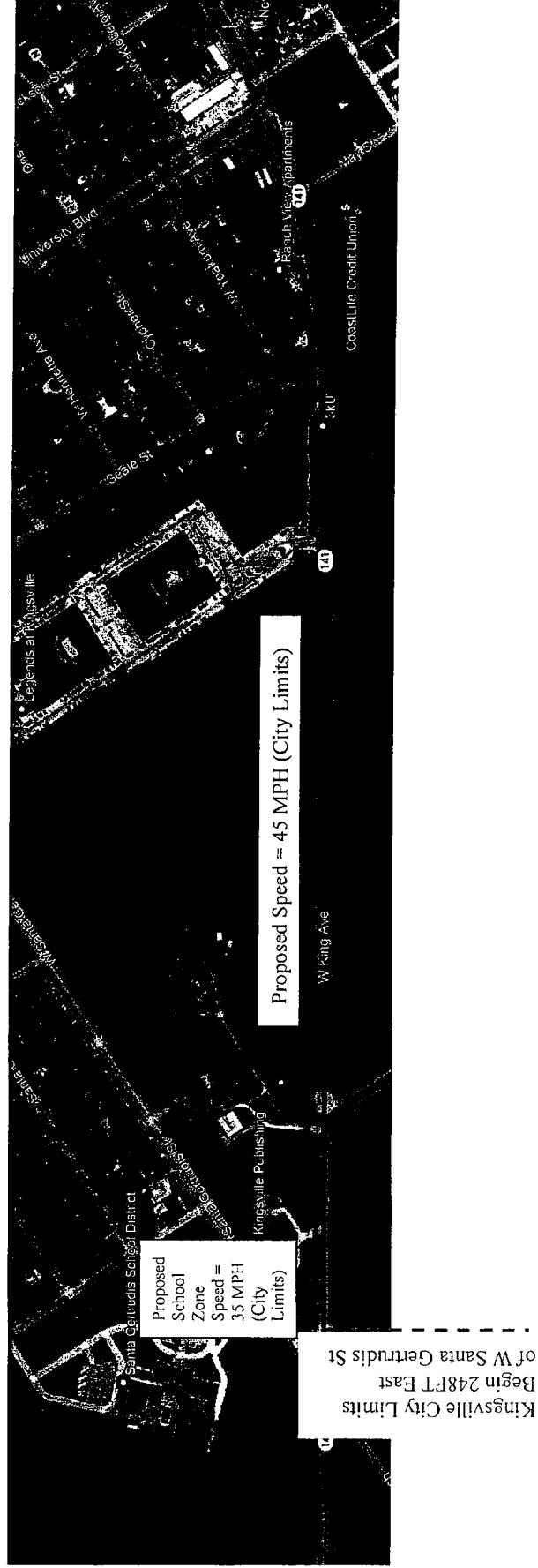
An Equal Opportunity Employer



# Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Figure 1. SH 141 City of Kingsville Proposed Speed Zones



OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

*school zone*



**Texas Department of Transportation**

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

September 20, 2023

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 from 0.503 miles West of W Santa Gertrudis St to 0.721 miles East of W Santa Gertrudis St and would like to propose to set the speed limits as shown below. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.031 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,

DocuSigned by:  
*Bianca B. Mijares*  
F568EE981A13480...

Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

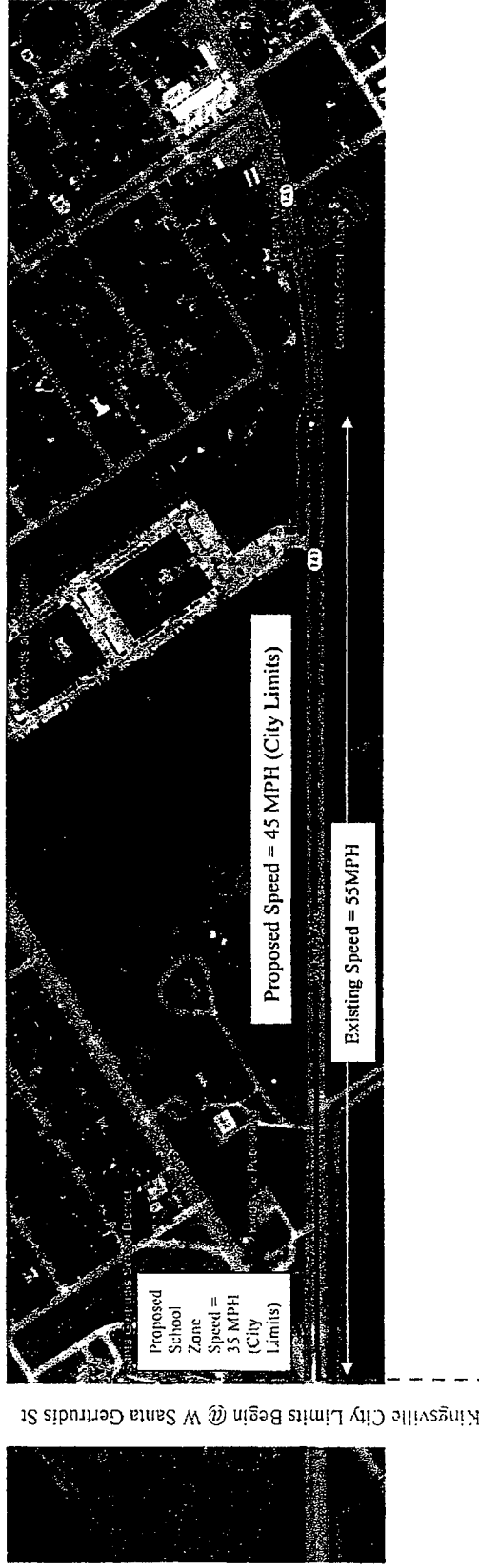
An Equal Opportunity Employer



# Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Figure 1. SH 141 City of Kingsville Proposed Speed Zones



OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



ORDINANCE NO. 2023-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, AMENDING THE LOCATION OF SPEED LIMIT ZONES ON WEST KING AVENUE AND REDUCING THE SPEED TO 45 MPH; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Texas Department of Transportation has requested this change to the speed limit zones on West King Avenue on September 20, 2023;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-5 SCHEDULE I: SPEED LIMITS.

...  
(B) U.S. and State Highways.

<i>Street</i>	<i>Location</i>	<i>Speed Limit</i>	<i>Ord. No.</i>	<i>Date Passed</i>
State Highway No. 141 (King Ave.)	Beginning at the west city limit to a point <del>0.690</del> <u>0.721</u> miles east of the west city limit	<del>55 mph</del> <u>45 mph</u>	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.690 mile east of the west city limit to a point 0.888 mile east of the west city limit	45 mph	81045; 2005-44	11-16-81; 11-28-05

State Highway No. 141 (King Ave.)	From a point 0.888 mile east of the west city limit to a point 1.091 miles east of the east city limit	35 mph	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 1.091 miles east of the west city limit to Loop 428 (14th St.)	30 mph, except portion signed for school zone, 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	Beginning at the intersection of Loop 428(14th St.) in Kingsville to a point 0.605 mile east of Loop 428(14th St.)	35 mph, except portion signed for school zone at 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.605 mile east of Loop 428(14th St.) to the intersection of U.S. Highway No. 77 (By-Pass) in Kingsville	45 mph	81045	11-16-81

Penalty, see §1-1-99.

II.

**THAT** all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

**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 judgment 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 Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 10th day of October, 2023.

**PASSED AND APPROVED** on this the 23rd day of October, 2023.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, AMENDING THE LOCATION OF SPEED LIMIT ZONES ON WEST KING AVENUE AND REDUCING THE SPEED TO 45 MPH; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the Texas Department of Transportation requested this change on February 28, 2024 to revise the speed limit zones on West King Avenue that were initially requested on September 20, 2023;

**WHEREAS**, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:**

I.

**THAT** Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 7-5 SCHEDULE I: SPEED LIMITS.**

....  
(B) U.S. and State Highways.

<b><i>Street</i></b>	<b><i>Location</i></b>	<b><i>Speed Limit</i></b>	<b><i>Ord. No.</i></b>	<b><i>Date Passed</i></b>
State Highway No. 141 (King Ave.)	Beginning at the west city limit to a point <b>0.724 .872</b> miles east of the west city limit	45 mph	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.690 mile east of the west city limit to a point 0.888 mile east of the west city limit	45 mph	81045; 2005-44	11-16-81; 11-28-05

State Highway No. 141 (King Ave.)	From a point 0.888 mile east of the west city limit to a point 1.091 miles east of the east city limit	35 mph	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 1.091 miles east of the west city limit to Loop 428 (14th St.)	30 mph, except portion signed for school zone, 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	Beginning at the intersection of Loop 428(14th St.) in Kingsville to a point 0.605 mile east of Loop 428(14th St.)	35 mph, except portion signed for school zone at 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.605 mile east of Loop 428(14th St.) to the intersection of U.S. Highway No. 77 (By-Pass) in Kingsville	45 mph	81045	11-16-81

...

Penalty, see §1-1-99.

II.

**THAT** all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

**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 judgment 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 Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 11th day of March, 2024.

**PASSED AND APPROVED** on this the 25th day of March, 2024.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #2**

School Zone

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Rutlilio P. Mora Jr, P.E., City Engineer  
DATE: March 11, 2024  
SUBJECT: Consider Approving Ordinance to Amend 7-5 Schedule I: Speed Limit for State Highway 141 (King Avenue).

---

**Summary:**

On February 28, 2024, the city received a request to consider approving a city ordinance for the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St.) to a point 0.872 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.032 miles East of the west city limit.

> proposed

If this ordinance is passed and approved, it will amend the pervious ordinance.

**Background:**

Previously on September 20, 2023, the city received a request to consider approving a city ordinance for the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W of Santa Gertrudis St) to a point 0.031 miles East of the west city limit.

> current

The ordinance was passed and approved on October 23, 2023.





**City of Kingsville  
Engineering Dept.**

**Financial Impact:**

N/A

**Recommendation:**

Staff recommends approval of this ordinance.

**Attachments:**

TxDOT letter 2-28-24

Ordinance No. 2024\_\_\_\_\_

TxDOT letter 9-20-2023 and approved ordinance





125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

February 28, 2024

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 and had sent a previous letter with proposed speed zones that were passed by the city on October 23, 2023. There has been a shift in the Western City limits which will modify the 45-mph zone and the 35-mph school zone that was previously passed. Therefore, we are asking that the city modify the previously passed zone lengths for the 45-mph zone and the 35-mph school zone within the city ordinance based on our findings. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.872 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or 248FT East of Santa Gertrudis St) to a point 0.032 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return a copy of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,  
Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

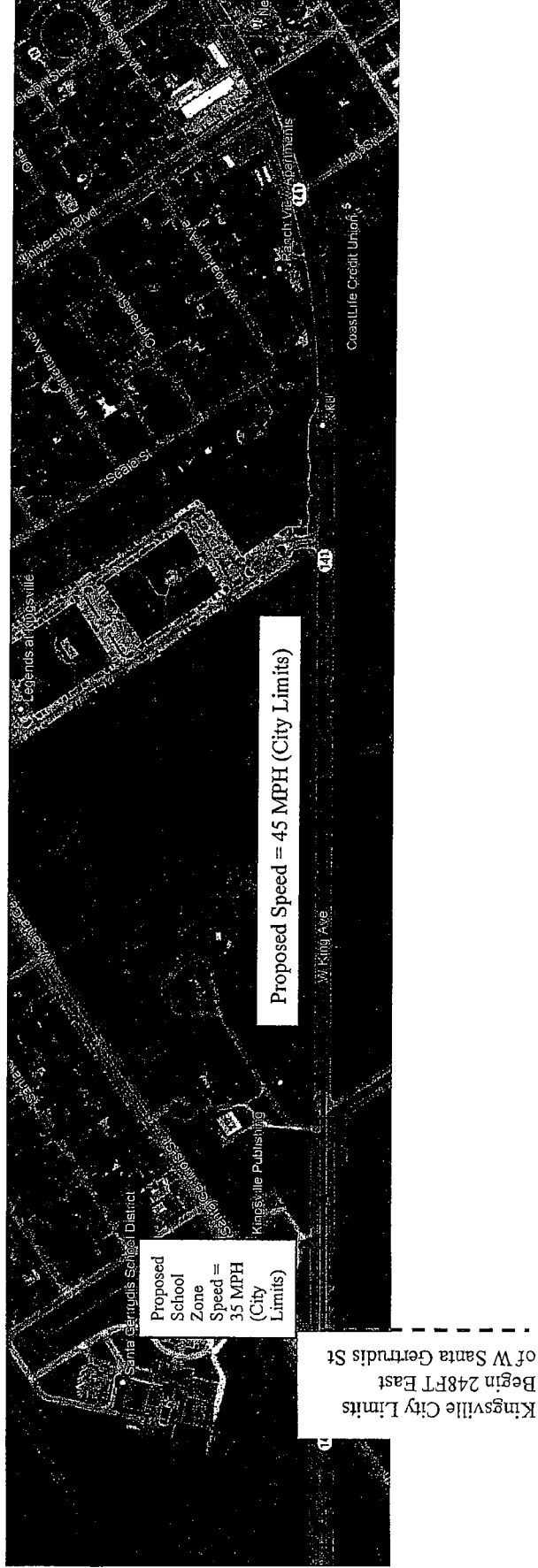
An Equal Opportunity Employer



# Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Figure 1. SH 141 City of Kingsville Proposed Speed Zones



OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

school zone



**Texas Department of Transportation**

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

September 20, 2023

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 from 0.503 miles West of W Santa Gertrudis St to 0.721 miles East of W Santa Gertrudis St and would like to propose to set the speed limits as shown below. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.031 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,

DocuSigned by:  
*Bianca B. Mijares*  
F568EE981A13480...

Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

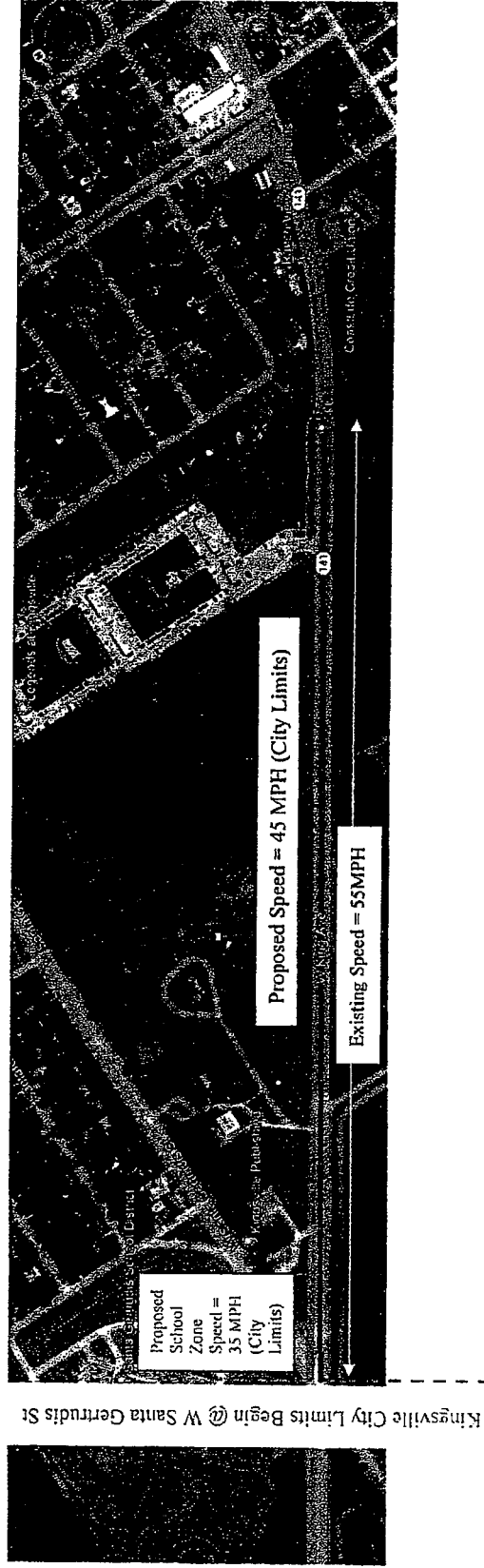
An Equal Opportunity Employer



# Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Figure 1. SH 141 City of Kingsville Proposed Speed Zones



OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

ORDINANCE NO. 2023-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, AMENDING THE LOCATION OF SPEED LIMIT ZONES ON WEST KING AVENUE AND REDUCING THE SPEED TO 45 MPH; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Texas Department of Transportation has requested this change to the speed limit zones on West King Avenue on September 20, 2023;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-5 SCHEDULE I: SPEED LIMITS.

...

(B) U.S. and State Highways.

<i>Street</i>	<i>Location</i>	<i>Speed Limit</i>	<i>Ord. No.</i>	<i>Date Passed</i>
State Highway No. 141 (King Ave.)	Beginning at the west city limit to a point <del>0.690</del> <u>0.721</u> miles east of the west city limit	<del>55 mph</del> <u>45 mph</u>	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.690 mile east of the west city limit to a point 0.888 mile east of the west city limit	45 mph	81045; 2005-44	11-16-81; 11-28-05

State Highway No. 141 (King Ave.)	From a point 0.888 mile east of the west city limit to a point 1.091 miles east of the east city limit	35 mph	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 1.091 miles east of the west city limit to Loop 428 (14th St.)	30 mph, except portion signed for school zone, 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	Beginning at the intersection of Loop 428(14th St.) in Kingsville to a point 0.605 mile east of Loop 428(14th St.)	35 mph, except portion signed for school zone at 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.605 mile east of Loop 428(14th St.) to the intersection of U.S. Highway No. 77 (By-Pass) in Kingsville	45 mph	81045	11-16-81

...

Penalty, see §1-1-99.

II.

**THAT** all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

**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 judgment 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 Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 10th day of October, 2023.

**PASSED AND APPROVED** on this the 23rd day of October, 2023.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



**ORDINANCE NO. 2024-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES; PROVIDING FOR A REVISED SCHOOL ZONE FOR THE SANTA GERTRUDIS INDEPENDENT SCHOOL DISTRICT'S ELEMENTARY AND INTERMEDIATE SCHOOL ON KING STREET; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City of Kingsville received a request from the Texas Department of Transportation for this proposed school zone on February 28, 2024 to revise some changes that were initially requested on September 20, 2023;

**WHEREAS**, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:**

I.

**THAT** Schedule II: Speed Limits in School Zones of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**SCHEDULE II: SPEED LIMITS IN SCHOOL ZONES.**

The school zones defined herein, when properly marked, shall have speed limits as follows:

<i>School</i>	<i>Location</i>	<i>Speed Limit</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 1410 feet north of Santa Gertrudis Ave. on Santa Rosa Dr. and proceeding in a southerly direction along Santa Rosa Dr. to Santa Gertrudis Blvd.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 206.64 feet east of Santa Rosa Dr. on Santa Fe Dr. and proceeding in a westerly direction along Santa Fe Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09

Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 201.01 feet east of Santa Rosa Dr. on Santa Maria Dr. and proceeding in a westerly direction along Santa Maria Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 200.37 feet east of Santa Rosa Dr. on Santa Monica Blvd. and proceeding in a westerly direction along Santa Monica Blvd. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 204.5 feet east of Santa Rosa Dr. on Santa Cecelia Dr. and proceeding in a westerly direction along Santa Cecelia Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 364.09 feet West of Santa Rosa Dr. on Santa Gertrudis Ave. and proceeding in an Easterly direction along Santa Gertrudis Ave. a distance of 581.71 feet from the point of origin	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at the West city limit of Kingsville (or West Santa Gertrudis Street) to a point <del>0.031</del> 0.032 miles East of the West city limit on King Street	35 mph		
Santa Gertrudis Independent School District Academy High School	Beginning at a point 10 feet East of University Boulevard on W. Richard and proceeding in an Easterly direction along W. Richard a distance of 485 feet from the point of origin	15 mph	2009-24	8-31-09

II.

**THAT** all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

**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 judgment 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 Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 11 th day of February, 2024.

**PASSED AND APPROVED** on this the 25 th day of February, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #3**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Courtney Alvarez, City Attorney  
DATE: March 15, 2024  
SUBJECT: 19<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event

---

**Summary:**

The Noon Lion's Club is seeking the City's sponsorship in the Annual Ride on the Wild Side charity bike tour that occurs partly through the City and the King Ranch on April 27, 2024. This will be the 19<sup>th</sup> year the City has participated in this event. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville disabled children directly benefit.

**Background:**

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will provide a means to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well.

While the April 2020 bike event (which was to be the 17<sup>th</sup> year of the ride) was approved by the City Commission and the King Ranch, it could not be held due to the start of the COVID pandemic. No event was scheduled for 2021. Accordingly, the Noon Lion's Club started the event up again in 2022, which became the 17<sup>th</sup> year the ride was held.



**City of Kingsville  
Legal Department**

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will provide a means to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville children directly benefit.

Also, as was done previously, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well.

**Financial Impact:** None.

**Recommendation:** Authorize participation in the event and approve execution of the Indemnity Agreement with the King Ranch.



## WAIVER & RELEASE

In consideration for my participation in the bicycle tour event known as "A Ride on the Wild Side" which will be held Saturday, April 27, 2024, on King Ranch and areas in and around Kingsville, Texas, I hereby agree to this Waiver and Release. I fully realize the dangers of participating in a bicycle ride and fully assume the risk associated with such participation, including by way of example and not limitation, the following: the danger of collision with pedestrians, vehicles, other riders and fixed and moving objects; the danger rising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated athletic cycling participation. I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, signers, successors in interest any rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the organizers, and any promoting organizations, property owners (including King Ranch Inc. and its directors, employees, shareholders, and agents), law enforcement agencies, all public entities, special districts, and the Kingsville Noon Lions Club, through or by which the event will be held for any and all claims (**including those caused by the Negligence and Gross Negligence of such released persons**) for all damages arising out of personal injury (including death) or property damage which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the ride and operation of my bicycle so as to neither endanger others or myself. I accept responsibility for the condition and adequacy of the equipment I use to participate in the charity bicycle ride and I will wear an ANSI approved helmet at all times while riding my bicycle during such ride. I have no physical or mental condition which, to my knowledge, would endanger others or myself if I participate in this event. I understand and agree that I will be financially responsible for any loss or damage caused by my actions during the event. I further understand and agree with all the terms and conditions of this Waiver and Release.

I have read and I agree to the stated terms and conditions above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Parent or Guardian if under 18:**

I have read and agree to the stated terms and conditions above and hereby acknowledge the authorization for my: \_\_\_\_\_,

Relationship

Name: \_\_\_\_\_ to participate in this event. I also authorize the medical treatment for any injuries sustained during this bicycle tour on King Ranch and areas in and around Kingsville, Texas.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Options to return form:**

Complete form online and type name in lieu of signature.

Save and upload this release with registration form.

### **Scan & Email to:**

[rick0201pers@yahoo.com](mailto:rick0201pers@yahoo.com)

### **Fax to:**

(361) 595-7783

**RESOLUTION # 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PERMISSION AND INDEMNITY AGREEMENT WITH THE KING RANCH, INC. FOR THE 19<sup>TH</sup> ANNUAL RIDE ON THE WILD SIDE CHARITY BIKE EVENT; REPEALING ALL CONFLICTING RESOLUTIONS.**

**WHEREAS**, the City of Kingsville (“City”) has previously participated in the Noon Lion’s Club charity bike ride called the Ride on the Wild Side whose proceeds assist with sending local disabled children to the Lion’s Disabled Children’s Camp in Kerrville, Texas in the summer;

**WHEREAS**, the Noon Lion’s Club is seeking the City’s sponsorship in the 19<sup>th</sup> Annual Ride on the Wild Side charity bike tour through the King Ranch on April 27, 2024 by allowing the use of city streets for the ride, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event;

**WHEREAS**, part of the bike ride goes through the King Ranch, the Ranch requires a Permission and Indemnity Agreement be executed between the City and the Ranch each year;

**WHEREAS**, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year’s bike ride as well;

**WHEREAS**, the bike ride is also a popular tourist attraction bringing visitors to the City;

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission of the City of Kingsville authorizes the Mayor to execute on behalf of the City the Permission and Indemnity Agreement between the City of Kingsville and the King Ranch, Inc., a copy of which is attached hereto, for the 19<sup>th</sup> Annual Ride on the Wild Side Charity Bike event.

II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.



III.

**THAT** this Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**PERMISSION AND INDEMNITY AGREEMENT**

In consideration for King Ranch, Inc.'s permission (evidenced by its execution below) for a portion of the Ride On The Wild Side Charity Bike Ride (or similarly named event) ["Bike Ride"] (with participation/sponsorship by the Kingsville Noon Lions Club & the City of Kingsville) to be held on the premises of King Ranch, Inc. on or about April 27<sup>nd</sup> of 2024, the sufficiency and adequacy of which consideration is hereby acknowledged, the City of Kingsville, Texas, hereby unconditionally and irrevocably agrees to defend, indemnify and hold harmless King Ranch, Inc., its directors, employees, shareholders and agents from and against any and all claims based on, or arising out of, personal injury (including death) to, and/or property damage of, any of the participants, support personnel or other individuals participating in, observing as by-stander of, or providing organizational or other support or safety services for, the above Bike Ride, including the arrival to or departure from the above Bike Ride and all other ancillary and related activities related to the Bike Ride. **The foregoing defense, indemnity and holding harmless shall apply in full force and effect despite any sole, joint or concurrent negligence, strict liability or other fault of any of the above indemnified persons.**

At least 30 days prior to the Bike Ride, the City of Kingsville shall provide a certificate of insurance to King Ranch, Inc. in a form and from an insurer acceptable to King Ranch, Inc. showing contractual indemnity insurance coverage in the amount of at least \$5,000,000 per claim or occurrence for general liability, automobile liability and law enforcement liability, to cover this contractual indemnity agreement. Such certificate shall require the insurer to provide King Ranch, Inc. at least 30 days prior written notice of any change, deletion or expiration to such coverage and terms and such insurance and certificate shall indicate that such coverage for the contractual indemnitees is primary and shall respond without contribution from any other insurance of such indemnitees.

The Bike Ride's sponsors shall obtain and provide King Ranch, Inc. waivers of liability, on forms approved by King Ranch, Inc., executed by all Bike Ride participants in the Bike Ride.

Executed this \_\_\_ day of \_\_\_\_\_, 202\_\_.

City of Kingsville, Texas, by:

King Ranch, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# **AGENDA ITEM #4**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: March 15, 2024

SUBJECT: First Addendum to Emergency Disaster Response Agreement Amendment No.1 with Garner Environmental Services

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**Summary:**

The City has an emergency services agreement with Garner Environmental Services Inc. to assist the City with restoration of post-incident services in the event of a natural disaster. The existing agreement provides that both parties need to agree to extend the contract for an additional one-year term, so staff is now requesting approval of the extension.

**Background:**

In the event of a natural disaster, the City needs a vendor available who can assist with providing a variety of city services on a temporary basis until the City can return to normal operations. The City previously selected Garner Environmental Services Inc. to provide that service. Their rates are consistent with what FEMA authorizes. In the event of a natural disaster, the City could notify Garner what equipment or services the City's needs and then Garner will bill at FEMA-approved rates to make it easier for the FEMA to cover the City's emergency-related expenses.

The City of Kingsville approved an Emergency Disaster Response Agreement with Garner Environmental Services, Inc. on December 11, 2017 via Resolution #2017-89. When the initial term and extensions were nearing an end, the parties approved Amendment No.1 to the agreement to provide a three-year renewal and, if mutually agreed by the parties, up to two



**City of Kingsville  
Legal Department**

one-year extensions of the contract. As the initial term of Amendment No. 1 is nearing an end, the parties wish to exercise their right to the first one-year extension via a First Addendum to Amendment No.1.

**Financial Impact:** None.

**Recommendation:** Authorize the City Manager to execute the First Addendum to Amendment No.1 of the Emergency Disaster Response Agreement with Garner Environmental Services, Inc.



RESOLUTION #2021- 26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO.1 OF THE EMERGENCY DISASTER RESPONSE AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND GARNER ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DISASTER RESPONSE SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to have an outside firm available to assist with emergency disaster response services in the event those services are needed;

**WHEREAS**, Garner Environmental Services, Inc. (Garner) is a vendor for such services under General Services Administration (GSA) Contract Number GS-07F—0403X, which satisfies state procurement law;

**WHEREAS**, the City does not incur any expense from having the agreement in place and would only incur expenses once the City activates services;

**WHEREAS**, the City and Garner worked to prepare an Agreement for Emergency Disaster Response Services, which was approved by City Commission via Resolution #2017-89 on December 11, 2017;

**WHEREAS**, the agreement's primary term ran from December 11, 2017 to March 31, 2021 and is now in month-to-month renewal;

**WHEREAS**, the City and Garner desire to extend the agreement via Amendment No.1, which would provide for a three (3) year term with an annual review of contractual terms and rate schedule and could be renewed annually, up to two times, for additional one-year terms after review and written confirmation by each party stating they wish to extend the agreement.

**BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into Amendment No.1 of the Emergency Disaster Response Agreement between the City of Kingsville, Texas and Garner Environmental Services, Inc. for emergency disaster response services in accordance with Exhibit A hereto attached and made a part hereof.

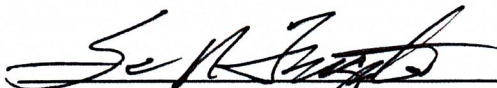
II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

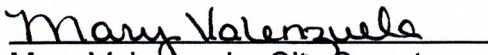
III.

**THAT** this Resolution shall be and become effective on and after adoption.

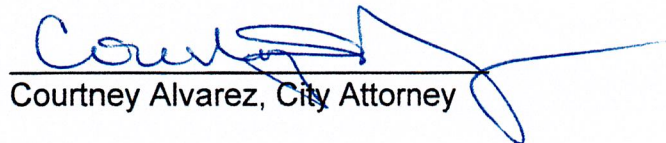
**PASSED AND APPROVED** by a majority vote of the City Commission on the  
26th day of April, 2021.

  
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Courtney Alvarez, City Attorney

**AMENDMENT NO. 1**

This Amendment to the Emergency Disaster Response Agreement in compliance with General Services Administration (GSA) Federal Supply Schedule 84, Emergency/Disaster Response, Contract Number GS-07F-0403X, the Robert T. Stafford Act 08/2016 Amended is entered into effective March 31, 2021, by and between CITY OF KINGSVILLE ("Company") and GARNER ENVIRONMENTAL SERVICES, INC. ("Contractor").

In order to be compliant with Code of Federal Regulations (CFR) §200, competitively bid contracts require an annual review of contractual terms and rate schedule.

The initial term of the Emergency Disaster Response Agreement between Company and Contractor commenced on December 11, 2017 and was effective through March 31, 2021. Thereafter, the Agreement renewed on a month-to-month basis for up to six months.

In order to ensure Company will be reimbursed by FEMA after services have been provided by Contractor in response to a disaster, the following amendments to the Emergency Disaster Response Agreement referenced above are agreed upon by both parties:

- The revised term of this agreement will be as follows: The initial term for this Agreement shall be for three (3) years with an annual review of contractual terms and rate schedule; thereafter, the Agreement may be renewed annually, up to two times, for additional (1) one-year terms, after review and a written confirmation by each Party stating they wish to extend the contract.
- Except as amended herein, the remaining terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS whereof, this Amendment is executed effective as of the date first written above.

**CITY OF KINGSVILLE**

**GARNER ENVIRONMENTAL SERVICES,  
INC.**

By: 

By: \_\_\_\_\_

Printed: Sam R. Fugate

Printed: John Temperilli

Title: Mayor

Title: President

**ADDRESS FOR GIVING NOTICES:**

**ADDRESS FOR GIVING NOTICES:**

**John Temperilli, President  
Garner, Disaster Division  
1717 W. 13<sup>th</sup> Street  
Deer Park TX 77536**





**General Services Administration**

**Federal Supply Service**

**Authorized Federal Supply Schedule Pricelist**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.*

**MULTIPLE AWARD SCHEDULE (MAS)**

**Large Category J, Security and Protection**

**Subcategory J04, Security Services**

**FSC/PSC 4230**

**Contract Number: GS-07F-0403X**

*For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsa.gov/schedules-ordering>*

**Contract Period: April 1, 2011 – March 31, 2021**

**Contract Current Through Modification A824, dated September 17, 2020.**

**Garner Environmental Services, Inc.**

**1717 West 13th Street**

**Deer Park TX 77536**

**Phone: 281-930-1200/ Fax: 281-478-0296**

**Contract Administration: John Temperilli**

**E-mail: [jtemperilli@garner-es.com](mailto:jtemperilli@garner-es.com)**

**Internet: <http://www.garner-es.com>**

**Business Size: Large Business**





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## Customer Information

### 1. SPECIAL ITEM NUMBERS (SINS):

#### a. Table of awarded SINS

SIN 611430ST, 611430ST-RC, STLOC	Security Training - Includes all security training related to law enforcement, security, emergency preparedness and/or first responders. Examples include instructor-led training, web-based training, pre-set courses, training development, etc.
SIN OLM, OLM-RC, STLOC	Order-Level Materials

#### b. Lowest priced model number and price for each SIN.

SIN	Model	Price
611430ST, 611430ST-RC, STLOC	ORBITRAX Per Message	\$0.27

#### c. Hourly rates: \$5.92

### 2. MAXIMUM ORDER

SIN 611430ST, 611430ST-RC, STLOC: \$1,000,000

SIN OLM, OLM-RC, STLOC: \$250,000

### 3. MINIMUM ORDER: None

### 4. GEOGRAPHIC COVERAGE: The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. territories

### 5. POINT(S) OF PRODUCTION: Same as company address

### 6. Prices shown are NET Prices; Basic Discounts have been deducted.

### 7. DISCOUNTS:

a. Quantity -- None

b. Dollar Volume -- None

### 8. PROMPT PAYMENT TERMS: 0% discount for net 30 days. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

### 9. GOVERNMENT PURCHASE CARDS:

a. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.



b. Credit cards are acceptable for payment at or above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. **FOREIGN ITEMS:** Not applicable

11. **DELIVERY SCHEDULE:**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<u>SPECIAL ITEM NUMBERS</u>	<u>DELIVERY TIME (DAYS ARO)</u>
611430ST, 611430ST-RC, STLOC	10 days ARO

b. **EXPEDITED DELIVERY:** As negotiated between Garner and Ordering Agency

c. **OVERNIGHT and TWO-DAY DELIVERY:** As negotiated between Garner and Ordering Agency

d. **URGENT REQUIREMENTS:** As negotiated between Garner and Ordering Agency

12. **FOB:** Origin (Shipping/Transportation cost for equipment only)

\*Travel costs will be in compliance with the Federal Travel Regulation (FTR) or the Joint Travel Regulation (JTR).

13. **ORDERING INFORMATION:**

a. Agencies should address all orders to the following address:

Garner Environmental Services, Inc.

1717 West 13th Street

Deer Park TX 77536

John Temperilli, Vice President

jtemperilli@garner-es.com

b. For supplies and services, the order procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **PAYMENT INFORMATION:**

Agencies should address all payments to the following address:

Garner Environmental Services, Inc.

Attn: Accounts Receivable

1717 West 13th Street

Deer Park TX 77536

15. **WARRANTY PROVISION:** None (Services only)

Restocking Fee/Cancellation Policy: None (Services only)

16. **EXPORT PACKING CHARGES:** Not applicable



**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE ABOVE THE MICROPURCHASE THRESHOLD**

**552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)**

(a) Definitions.

“*Government-wide commercial purchase card*” means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“*Oral order*” means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the Ordering Agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the Ordering Agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENENACE, AND REPAIR:**

Not applicable

**19. TERMS AND CONDITIONS OF INSTALLATION:** Not applicable

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS' PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:**

Not applicable

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** Not applicable

**21. SERVICE AND DISTRIBUTION POINTS:** Not applicable



- 22. **PARTICIPATING DEALERS:** Not applicable
- 23. **PREVENTIVE MAINTENANCE:** Not applicable
- 24a. **ENVIRONMENTAL ATTRIBUTES:** Not applicable
- 24b. **SECTION 508 COMPLIANCE:** Not applicable
- 25. **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:** 05-355-4531
- 26. Contractor **HAS** registered with the System for Award Management.



## **Authorized MAS Federal Supply Schedule Pricelist**

Garner Environmental Services, Inc. (Garner Environmental), established in 1981, is a turnkey disaster/emergency response, recovery, logistics and planning company. Garner offers complete project, logistics, and incident management services in response to any All-Hazard, All-Threat event - any natural or man-made disaster.

Garner Environmental specializes in rapid, timely, and flexible field personnel, equipment, and special services' response for any weather, terroristic, or environmental catastrophe; any "bad day" or Black Swan event.

Garner Environmental services include wraparound or support equipment for any significant 'no notice' or dislocation event. These services consist of prime power installation, operation and maintenance; sheltering (evacuation, recovery, animal, etc.); catering; laundry, shower, and bathroom facilities and ablution; pumps and pump mission support; base camps, mobile field hospitals and medical clinics (with personnel); transportation and heavy lift. Equipment is tracked with our GPS tracking system illustrating usage history and location, and data can be integrated into various client reporting systems.

Garner Environmental deploys personnel including field logisticians, IT specialists, equipment operators, electricians and mechanics, field clerks, Incident Command & Command staff personnel, Project managers and supervisors. Subject Matter Experts (SME) are utilized as warranted, to include medical personnel such as RNs, ICU RNs, Physicians, Nurse Practitioners, Respiratory Therapists, EMTs, LVNs, LPNs, etc.

Garner also performs pandemic/biological disinfection response (to include COVID-19) using UV light, electrostatic spraying equipment, and heavy-duty spray drones.

The prices shown below include the Industrial Funding Fee (IFF) of 0.75%.



**POWER GENERATOR NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) days constitutes a week on equipment; Seven (7) days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs associated with project.

Fuel will be determined by load and charged IAW and associated to the Task Order at that time.

Minimum of two (2) electricians are required per site assessment and installation.

GPS units are required for each generator and charged per rate schedule. (Messaging not included.)

Any items requested of GESI not appearing within these rates will be billed at the invoiced amount plus a 15% handling fee.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE A - POWER GENERATION</b>		
611430ST	20KW Generator	\$1,148.78
611430ST	25KW Generator	\$1,148.78
611430ST	30KW Generator	\$1,234.26
611430ST	35KW Generator	\$1,362.32
611430ST	36KW Generator	\$1,362.32
611430ST	40KW Generator	\$1,621.81
611430ST	45KW Generator	\$1,621.81
611430ST	48KW Generator	\$1,621.81
611430ST	50KW Generator	\$1,621.81
611430ST	56KW Generator	\$1,621.81
611430ST	60KW Generator	\$1,675.87
611430ST	70KW Generator	\$2,027.27
611430ST	75KW Generator	\$2,027.27
611430ST	80KW Generator	\$2,219.87
611430ST	90KW Generator	\$2,333.52
611430ST	100KW Generator	\$2,289.29
611430ST	125KW Generator	\$2,838.18
611430ST	150KW Generator	\$2,838.18
611430ST	174KW Generator	\$2,957.38
611430ST	175KW Generator	\$2,957.38
611430ST	176KW Generator	\$2,957.38
611430ST	180KW Generator	\$3,107.81
611430ST	200KW Generator	\$3,088.20
611430ST	225KW Generator	\$3,649.09
611430ST	240KW Generator	\$3,649.08
611430ST	250KW Generator	\$3,649.08
611430ST	300 KW Generator	\$3,768.02
611430ST	320KW Generator	\$3,768.01
611430ST	350KW Generator	\$4,298.63
611430ST	400KW Generator	\$5,287.56





SIN	Product Description	GSA Price Weekly Rate
611430ST	450KW Generator	\$5,287.56
611430ST	480KW Generator	\$5,789.87
611430ST	500KW Generator	\$5,789.87
611430ST	550KW Generator	\$6,206.14
611430ST	575KW Generator	\$6,461.31
611430ST	600KW Generator	\$7,427.76
611430ST	640KW Generator	\$7,427.76
611430ST	675KW Generator	\$7,589.45
611430ST	728KW Generator	\$7,589.45
611430ST	750KW Generator	\$7,589.45
611430ST	800KW Generator	\$8,310.44
611430ST	850KW Generator	\$9,517.36
611430ST	1000KW Generator	\$9,517.36
611430ST	1200KW Generator	\$13,325.04
611430ST	1250KW Generator	\$13,325.04
611430ST	1400KW Generator	\$14,590.91
611430ST	1500KW Generator	\$15,174.56
611430ST	1600KW Generator	\$15,515.35
611430ST	1750KW Generator	\$16,616.14
611430ST	2000KW Generator	\$17,742.64
611430ST	45 kVA Transformer	\$324.36
611430ST	75 kVA Transformer	\$432.48
611430ST	100 kVA Transformer	\$651.43
611430ST	150 kVA Transformer	\$651.43
611430ST	225 kVA Transformer	\$867.67
611430ST	300 kVA Transformer	\$1,589.38
611430ST	400 kVA Transformer	\$2,112.41
611430ST	500 kVA Transformer	\$2,112.41
611430ST	750 kVA Transformer	\$2,448.94
611430ST	1000 kVA Transformer	\$2,871.96
611430ST	1500 kVA Transformer	\$3,796.40
611430ST	2000 kVA Transformer	\$4,476.21
611430ST	600 Amp Line Panel	\$756.85
611430ST	800 Amp Line Panel	\$994.71
611430ST	1200 Amp Line Panel	\$1,492.07
611430ST	4000 Watt Generated Light Plant	\$513.57
611430ST	Power Distribution Box (Spider Boxes)	\$493.70
611430ST	Spider Boxes (400)	\$767.66
611430ST	Spider Boxes (800)	\$993.36
611430ST	Power Distribution Box (Spider Box) with 50' cable	\$640.83
611430ST	Pigtails- 4/0 Male & Female Camlock Connectors	\$59.24
611430ST	Power Cord, 50' (Extension Cord)	\$29.62
611430ST	Generator Cable (price per foot)	\$2.47



**PUMPS AND HOSES NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE B – PUMPS &amp; HOSES</b>		
611430ST	2" x 2" Diesel Pump	\$778.47
611430ST	3" x 3" Diesel Pump	\$1,431.25
611430ST	4" Diesel Pump	\$810.91
611430ST	6" Diesel Pump	\$1,405.57
611430ST	8" Diesel Pump	\$1,778.93
611430ST	10" Diesel Pump	\$2,025.24
611430ST	12" Diesel Pump	\$2,757.19
611430ST	16" Diesel Pump	\$7,027.86
611430ST	18" Diesel Pump DSL Flange w/ Quick Disconnect	\$10,509.35
611430ST	24" Diesel Pump	\$13,969.22
611430ST	2" Suction Discharge Hose 50' Section	\$94.61
611430ST	3" Suction Discharge Hose 50' Section	\$70.28
611430ST	4" Suction Discharge Hose 50' Section	\$100.72
611430ST	6" Suction Discharge Hose 50' Section	\$124.34
611430ST	8" Suction Discharge Hose 50' Section	\$248.14
611430ST	10" Suction Discharge Hose 50' Section	\$383.15
611430ST	12" Suction Discharge Hose 50' Section	\$401.40
611430ST	6" Vacuum Assist Pump	\$2,128.63
611430ST	12" Vacuum Assist Pump	\$2,898.99
611430ST	3" Submersible Hydraulic Pump	\$749.48
611430ST	4" Submersible Hydraulic Pump	\$1,283.63
611430ST	6" Submersible Hydraulic Pump	\$1,732.90
611430ST	8" Submersible Hydraulic Pump	\$2,310.53
611430ST	12" Submersible Hydraulic Pump	\$4,120.44
611430ST	8" Bauer Pipe, 10' Section	\$53.91
611430ST	12" Bauer Pipe, 10' Section	\$53.91
611430ST	4" Strainer/T-Joint/Elbow	\$47.40
611430ST	6" Strainer/T-Joint/Elbow	\$64.18
611430ST	8" Strainer/T-Joint/Elbow	\$67.58
611430ST	3" Sub - Dewater 5hp 460v	\$343.37
611430ST	4" Sub - Dewater 10hp 460v	\$386.37
611430ST	6" Sub - Dewater 35hp 460v	\$617.76
611430ST	8" Sub - Dewater 95hp 460v	\$1,339.78
611430ST	4" Sub - Trash 20hp 460v	\$430.02
611430ST	6" Sub - Trash 40hp 460v	\$617.75
611430ST	8" Sub - Trash 70hp 460v	\$1,339.79
611430ST	3" Suction Hose - 20' Section	\$56.16



SIN	Product Description	GSA Price Weekly Rate
611430ST	4" Suction Hose - 20' Section	\$72.21
611430ST	6" Suction Hose - 20' Section	\$72.21
611430ST	8" Suction Hose - 20' Section	\$160.45
611430ST	10" Suction Hose - 20' Section	\$202.73
611430ST	12" Suction Hose - 10' Section	\$160.45
611430ST	6" to 18" Pipe Fusion Machine	\$3,311.20
611430ST	12" to 36" Track Mounted Fusion Machine	\$11,352.70

**ENVIRONMENTAL CONTROLS NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Daily Rate	GSA Price Weekly Rate
611430ST	5 - Ton Air Conditioner Unit	N/A	\$1,148.78
611430ST	10 - Ton Air Conditioner Unit	N/A	\$1,405.57
611430ST	15 - Ton Air Conditioner Unit	N/A	\$1,924.55
611430ST	20 - Ton Air Conditioner Unit	N/A	\$2,024.56
611430ST	25 - Ton Air Conditioner Unit	N/A	\$2,169.18
611430ST	30 - Ton Air Conditioner Unit	N/A	\$2,703.02
611430ST	40 - Ton Air Conditioner Unit	N/A	\$4,324.84
611430ST	50 - Ton Air Conditioner Unit	N/A	\$7,348.17
611430ST	60 - Ton Air Conditioner Unit	N/A	\$5,297.92
611430ST	75 - Ton Air Conditioner Unit	N/A	\$7,568.46
611430ST	80 - Ton Air Conditioner Unit	N/A	\$8,649.67
611430ST	100 GPM Pump	N/A	\$778.47
611430ST	200 GPM Pump	N/A	\$778.47
611430ST	300 GPM Pump	N/A	\$852.43
611430ST	400 GPM Pump	N/A	\$888.66
611430ST	500 GPM Pump	N/A	\$898.54
611430ST	750 GPM Pump	N/A	\$1,621.81
611430ST	800 GPM Pump	N/A	\$1,621.81
611430ST	1,000 GPM Pump	N/A	\$1,621.81
611430ST	1,200 GPM Pump	N/A	\$1,444.14
611430ST	Polyethylene Pollution Bags (per Roll)	\$113.53	N/A
611430ST	Polyethylene Sheeting Per Roll (20' x 100' x 6 mil)	\$118.93	N/A
611430ST	Level A Responder Suit (each)	\$1,243.39	N/A
611430ST	Level B Responder Suit (each)	\$243.27	N/A
611430ST	Level 3 (CPC 3) PPE (each)	\$113.53	N/A
611430ST	Level D PPE (each)	\$48.65	N/A



**MATERIALS HANDLING EQUIPMENT (MHE) NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE D - MATERIALS HANDLING EQUIPMENT (MHE)</b>		
611430ST	Forklift Carpet Pole	\$111.90
611430ST	Pallet Grabber w/ Chain	\$40.54
611430ST	Pallet Jack	\$111.90
611430ST	Electric Pallet Jack	\$318.96
611430ST	Forklift Loading Ramp	\$923.09
611430ST	Dock Plate	\$454.21
611430ST	5,000 Lb. Diesel Forklift	\$676.37
611430ST	6,000 Lb. Forklift	\$2,899.58
611430ST	8,000 Lb. Forklift	\$3,138.72
611430ST	9,000 - 10,000 Lb. Forklift	\$3,713.09
611430ST	15,000 Lb. Forklift	\$8,006.94
611430ST	25,000-35,000 Lb. Forklift	\$14,823.51
611430ST	4,400 Lb. Extended Reach Forklift	\$1,892.12
<b>ROUGH TERRAIN FORKLIFTS</b>		
611430ST	Straight Mast	\$987.35
611430ST	5,000 Lb. Extended Reach Forklift	\$1,297.45
611430ST	6,000 Lb. Extended Reach Forklift	\$1,675.87
611430ST	8,000 Lb. Extended Reach Forklift	\$1,600.19
611430ST	9,000 Lb. Extended Reach Forklift	\$1,838.06
611430ST	10,000 Lb. Extended Reach Forklift	\$2,108.36
611430ST	Forklift Propane Tank w/o Fuel	\$12.97
611430ST	Portable Loading Dock, 20' X 20' w/ Ramp and Stairs	\$1,325.76



**HEAVY EQUIPMENT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE E – HEAVY EQUIPMENT</b>		
<b>FUEL TANKS:</b>		
611430ST	1,000 Gallon Fuel Tank	\$1,892.12
611430ST	2,000 Gallon Fuel Tank	\$1,750.21
<b>LOADERS:</b>		
611430ST	1/2 yard	\$1,062.29
611430ST	3/4 yard	\$994.71
611430ST	1 yard	\$1,027.15
611430ST	2 1/2 yard	\$2,063.76
611430ST	2 3/4 yard	\$2,063.76
<b>SKID-STEERS:</b>		
611430ST	1,750 Lb.	\$767.66
611430ST	2,400 Lb.	\$1,215.01
611430ST	1,900 Lb. Track	\$1,297.45
<b>SKID ATTACHMENTS:</b>		
611430ST	Grapple	\$260.84
611430ST	Forks	\$151.37
611430ST	Sweeper	\$260.84
<b>OTHER HEAVY EQUIPMENT:</b>		
611430ST	Single Smooth Drum Vibratory Roller	\$1,489.37
611430ST	D3 Cat Small Track-Type Tractor	\$1,717.77
611430ST	D4 Cat Small Track-Type Tractor	\$2,077.27
611430ST	D5 Cat Small Track-Type Tractor	\$2,277.30
611430ST	D6 Cat Medium Track-Type Tractor	\$3,378.78
611430ST	Ditch / Trench Digger	\$1,215.01
611430ST	Large Excavator	\$3,378.78

SIN	Description	GSA Mobilization Price	GSA Weekly Price	GSA Demobilization Price
<b>SCHEDULE – F EQUIPMENT SERVICES &amp; DISASTER RESPONSE BASE CAMPS</b>				
611430ST	NIMS TYPE I 1,000 Person Base Camp	\$546,244.39	\$1,441,154.38	\$444,575.60
611430ST	NIMS TYPE II 750 Person Base Camp	\$508,515.60	\$1,169,241.11	\$413,659.78
611430ST	NIMS TYPE III 500 Person Base Camp	\$375,334.97	\$800,889.40	\$306,847.13
611430ST	NIMS TYPE IV 250 Person Base Camp	\$305,244.24	\$513,202.64	\$249,416.01



SIN	Description	GSA Mobilization Price	GSA Weekly Price	GSA Demobilization Price
<b>KITCHEN SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Kitchen/Meals	\$185,540.88	\$466,447.11	\$131,188.50
611430ST	NIMS TYPE II 750 Person Kitchen/Meals	\$179,699.65	\$402,761.19	\$130,669.52
611430ST	NIMS TYPE III 500 Person Kitchen/Meals	\$132,481.90	\$285,843.30	\$95,980.28
611430ST	NIMS TYPE IV 250 Person Kitchen/Meals	\$110,890.15	\$193,676.98	\$83,891.01
<b>SHOWER SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Showers	\$30,246.82	\$173,262.40	\$37,784.20
611430ST	NIMS TYPE II 750 Person Showers	\$24,582.64	\$149,906.93	\$28,783.14
611430ST	NIMS TYPE III 500 Person Showers	\$18,959.00	\$89,214.61	\$21,989.09
611430ST	NIMS TYPE IV 250 Person Showers	\$18,959.00	\$65,859.15	\$18,653.56
<b>LAUNDRY SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Laundries	\$82,671.95	\$237,551.09	\$67,779.64
611430ST	NIMS TYPE II 750 Person Laundries	\$66,318.66	\$184,802.96	\$53,313.07
611430ST	NIMS TYPE III 500 Person Laundries	\$48,184.08	\$124,111.99	\$39,273.57
611430ST	NIMS TYPE IV 250 Person Laundries	\$36,884.10	\$74,919.68	\$29,692.70

**CIVIL SUPPORT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Pricing is all-inclusive including transportation, personnel, expendable commodities, food, etc.

Grey & Black Water Disposal not included. Additional Service Fee (If Applicable)

Hand Sanitizers @ \$15.00 per unit per week.

Daily service of all Portalet packages is included.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE – G CIVIL SUPPORT</b>		
611430ST	Portable Storage Container	\$320.91
611430ST	Tent, 10' x 10'	242.21
611430ST	Tent, 20' x 20'	\$463.84
611430ST	Tent, 40' x 40'	2,108.31
611430ST	Tent, 10' x 10' Pop-Up	\$291.23
611430ST	Tent, 10' x 15' Pop-Up	\$380.15
611430ST	Chair - Folding	\$8.11
611430ST	6' Table - Folding	\$20.27
611430ST	8' Table - Folding	\$27.03
611430ST	50' String Lighting	\$96.98
611430ST	100' String Lighting	\$185.27
611430ST	Power Distro-Spider Box	\$162.92
611430ST	24" Portable Fan on Stand	\$172.80
611430ST	48" 2-Speed Warehouse Fan	\$167.59
611430ST	Tent - 30' x 90' x 7'	\$2,691.61
611430ST	Tent - 30' x 60' x 7'	\$1,869.29
611430ST	Tent, 60' x 100' x 7'	\$6,870.89



SIN	Product Description	GSA Price Per Case
	<b>HeaterMeals Self-Heating Entrees w/up to 2-Yr Shelf Life</b>	
611430ST	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	\$61.22
611430ST	2-Pallets = 140 Twelve Count Cases (1,680 meals) HM Entrees	\$58.56
611430ST	3-Pallets = 210 Twelve Count Cases (2,520 meals) HM Entrees	\$58.56
611430ST	5-Pallets = 350 Twelve Count Cases (4,200 meals) HM Entrees	\$55.74
611430ST	Greater than 5 Pallets HM Entrees	\$53.90
	<b>HeaterMeals Plus Full Course Meal Kits w/up to 1-Yr Shelf Life</b>	
611430ST	1-Pallet = 50 Twelve Count Cases (600 meals) HM Plus Meal Kits	\$103.81
611430ST	2-Pallets = 100 Twelve Count Cases (1,200 meals) HM Plus Meal Kits	\$101.32
611430ST	4-Pallets = 200 Twelve Count Cases (2,400 meals) HM Plus Meal Kits	\$101.32
611430ST	7- Pallets = 350 Twelve Count Cases (4,200 meals) HM Plus Meal Kits	\$98.48
611430ST	Greater than 7 Pallets HM Plus Meal Kits	\$98.48
	<b>Heater Meals EX Self-Heating Entrees w/up to 5-Yr Shelf-Life</b>	
611430ST	1-Pallet = 60 Twelve Count Cases (720 meals) HM EX Entrees	\$63.22
611430ST	2-Pallets = 120 Twelve Count Cases (1,440 meals) HM EX Entrees	\$60.38
611430ST	3-Pallets = 180 Twelve Count Cases (2,160 meals) HM EX Entrees	\$57.56
611430ST	6-Pallets = 360 Twelve Count Cases (4,320 meals) HM EX Entrees	\$55.57
611430ST	Greater than 6 Pallets HM EX Entrees	\$55.57
	<b>Heater Meals 3 Full Course Meal Kits w/up to 3-Yr Shelf Life</b>	
611430ST	1-Pallet = 50 Twelve Count Cases (600 meals) HM 3 Kits	\$74.69
611430ST	2-Pallets = 100 Twelve Count Cases (1,200 meals) HM 3 Kits	\$72.37
611430ST	4-Pallets = 200 Twelve Count Cases (2,400 meals) HM 3 Kits	\$72.37
611430ST	7- Pallets = 350 Twelve Count Cases (4,200 meals) HM 3 Kits	\$70.54
611430ST	12- Pallets = 600 Twelve Count Cases (7,200 meals) HM 3 Kits	\$70.54
611430ST	24- Pallets = 1200 Twelve Count Cases (14,400 meals) HM 3 Kits	\$68.21
611430ST	Greater than 24 Pallets HM 3 Kits	\$68.21
	<b>Cafe2Go Self-Heating Beverage Kits w/up to 1.5-Yr Shelf Life</b>	
611430ST	1-Pallet = 18 Six Count Cases 108 Cafe2Go Beverage Kits	\$140.74
611430ST	2-Pallets = 36 Six Count Cases 216 Cafe2Go Beverage Kits	\$133.25
611430ST	3-Pallets = 54 Six Count Cases 324 Cafe2Go Beverage Kits	\$124.69
611430ST	Greater than 3 Pallets Cafe2Go Beverage Kit	\$124.69
	<b>Cafe2Go Self-Heating SOUP Kits w/up to 1.5-Yr Shelf Life</b>	
611430ST	1-Pallet = 18 Six Count Cases 108 Cafe2Go Soup Kits	\$205.12
611430ST	2-Pallets = 36 Six Count Cases 216 Cafe2Go Soup Kits	\$194.64
611430ST	3-Pallets = 54 Six Count Cases 324 Cafe2Go Soup Kits	\$182.66
611430ST	Greater than 3 Pallets Cafe2Go Soup Kits	\$182.66



SIN	Product Description	GSA Price Per Bag
	<b>Ice</b>	
611430ST	Ice 8 Lb. Bag	\$3.24
SIN	Product Description	GSA Price Per Case
	<b>Bottled Water</b>	
611430ST	24 Count 16.9 Oz. per Water Bottle / Case	\$8.15

SIN	Product Description	GSA Price Weekly Rate
	<b>Type I (1,000) Person Portalet Package</b>	
611430ST	100 Standard Restrooms	\$61,493.77
611430ST	4 Wheelchair Accessible Restrooms	\$5,108.71
611430ST	30 Station Sinks	\$35,477.17
611430ST	Daily Service Fees for 100 Restrooms	--
611430ST	Daily Service Fees for 30 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type II (750) Person Portalet Package</b>	
611430ST	75 Standard Restrooms	\$46,120.32
611430ST	4 Wheelchair Accessible Restrooms	\$5,108.71
611430ST	22 Station Sinks	\$26,016.59
611430ST	Daily Service Fees for 75 Restrooms	--
611430ST	Daily Service Fees for 22 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type III (500) Person Portalet Package</b>	
611430ST	50 Standard Restrooms	\$30,746.88
611430ST	2 Wheelchair Accessible Restrooms	\$2,554.36
611430ST	15 Station Sinks	\$17,738.59
611430ST	Daily Service Fees for 50 Restrooms	--
611430ST	Daily Service Fees for 15 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type IV (250) Person Portalet Package</b>	
611430ST	25 Standard Restrooms	\$15,373.44
611430ST	1 Wheelchair Accessible Restroom	\$1,277.18
611430ST	7 Station Sinks	\$8,278.01
611430ST	Daily Service Fees for 25 Restrooms	--
611430ST	Daily Service Fees for 7 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type V (100) Person Portalet Package</b>	
611430ST	10 Standard Restrooms	\$6,149.38
611430ST	1 Wheelchair Accessible Restroom	\$1,277.18
611430ST	Daily Service Fees for 10 Restrooms	--
611430ST	Daily Service Fees for 7 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--





**TRANSPORTATION SERVICES NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Pricing excludes fuel, personnel, and transportation costs, unless otherwise noted.

Transportation mileage rates may vary based on region of equipment FOB.

Jurisdictional and/or Federal fees will apply unless waived.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE H - TRANSPORTATION EQUIPMENT/PERSONNEL</b>		
611430ST	Power Only Truck	\$14,190.87
611430ST	Roll Backs - Equipment Local Short-Haul	\$12,337.63
611430ST	Equipment Service Vehicle	\$2,081.33
611430ST	Bobtail Fuel Truck & Driver (Fuel, Lube Truck or Transport) Does Not Include Fuel	\$56,763.48
611430ST	Fuel Truck & Trailer Combo (Less than 2,000 Gallons) Does Not Include Fuel	\$56,763.48
611430ST	Fuel Trailer w/Attendant (Trailer Dropped, 8,500 Gallons with Pumps) Gasoline & Diesel; Does Not Include Fuel	\$56,763.48
611430ST	Fuel Tank on Trailer; 6,000 Gallons; Diesel Only; 4 Pumps and Spill Kit with Attendant (ISO Unit); Does Not Include Fuel	\$56,763.48
611430ST	Dry Van	\$5,179.67
611430ST	Reefer Trailer	\$1,658.84
611430ST	Drop Deck Trailer	\$14,190.87
611430ST	Removable Drop Deck (RGN)	\$17,029.04
611430ST	Double-Drop Trailer	\$14,190.87
611430ST	Flat-Bed Trailer	\$6,622.41
611430ST	Low-Boy Trailer	\$14,190.87
611430ST	Water Trailer 300-Gallon	\$362.21
611430ST	60-Ton Landall Trailer	\$16,584.24
611430ST	26' Straight Truck w/ Lift Gate and Driver	\$14,190.86
611430ST	Water Truck (Non-Potable) w/ Operator	\$32,999.46
611430ST	Variable Message Boards, Trailered, Solar-Powered	\$2,301.64
611430ST	Jersey Barricades, Composite	\$186.62
611430ST	Traffic Barricades, Barrel	\$48.38
611430ST	Traffic Barricades, Folding	\$89.85
611430ST	Traffic Barriers, 8'	\$18.66
611430ST	Traffic Cones	\$18.66



**LSA PROJECT PERSONNEL SUPPORT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Command Center is for customer personnel, Garner Project Personnel, required for Orbitrax Support and all IT/Cells.

Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks.

Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day; per person - seven (7) days a week.

Federal Holidays are billed at the double-time rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include MOB/DEMOB.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than fifty (50) miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Description	GSA Price Per Hour
<b>SCHEDULE I - PROJECT SUPPORT PERSONNEL</b>		
<b>INCIDENT COMMAND SUPPORT</b>		
611430ST	Information Officer	\$148.11
611430ST	Safety / Security Officer	\$148.11
611430ST	Liaison Officer	\$148.11
<b>OPERATIONS SECTION</b>		
611430ST	Operations Section Chief	\$148.11
611430ST	Staging Areas' Manager	\$133.30
611430ST	Air Operations Branch Director	\$133.30
611430ST	Air Support Group Supervisor	\$133.30
611430ST	Air Tactical Group Supervisor	\$133.30
611430ST	Branch Director	\$133.30
611430ST	Divisions/Groups Supervisor	\$133.30
611430ST	Strike Force/Teams Leader	\$133.30
611430ST	Single Resource Leader	\$133.30
611430ST	Military Support Liaison	\$133.30
<b>PLANNING SECTION</b>		
611430ST	Planning Section Chief	\$148.11
611430ST	Resource Unit Leader	\$133.30
611430ST	Status Recorder	\$133.30
611430ST	Situation Unit Leader	\$133.30
611430ST	Documentation Unit Leader	\$133.30
611430ST	Demobilization Unit Leader	\$133.30
611430ST	Environmental Unit Leader	\$133.30
611430ST	Documentation Clerk	\$133.30
611430ST	Field Observer	\$133.30
611430ST	Technical Specialists' Leader	\$133.30



SIN	Description	GSA Price Per Hour
	<b>LOGISTICS SECTION</b>	
611430ST	Logistics Section Chief	\$148.11
611430ST	Service Branch Director	\$133.30
611430ST	Support Branch Director	\$133.30
611430ST	Communications Unit Leader	\$133.30
611430ST	Medical Unit Leader	\$133.30
611430ST	Food Unit Leader	\$133.30
611430ST	Supply Unit Leader	\$133.30
611430ST	Facilities Unit Leader	\$133.30
611430ST	Ground Support Unit Leader	\$133.30
611430ST	Ordering Manager	\$133.30
611430ST	Receiving & Distribution Manager	\$133.30
611430ST	Security Manager	\$133.30
611430ST	Camp Manager	\$133.30
611430ST	Base Manager	\$133.30
611430ST	Ground Support Unit Leader	\$133.30
611430ST	Vessel Support Unit Leader	\$133.30
611430ST	Equipment Manager	\$133.30
	<b>FINANCE/ADMINISTRATION SECTION</b>	
611430ST	Finance/Admin Section Chief	\$148.11
611430ST	Time Unit Leader	\$133.30
611430ST	Cost Unit Leader	\$133.30
611430ST	Procurement Unit Leader	\$133.30
611430ST	Personnel Time Recorder	\$133.30
611430ST	Resource Support Team Leader	\$133.30
611430ST	Energy Team Coordinator (Generator)	\$133.30
611430ST	Transportation Coordinator	\$133.30
611430ST	Public Works Coordinator (Pumps & Light Tower)	\$133.30
611430ST	Equipment Time Recorder	\$133.30



**LSA PROJECT PERSONNEL SUPPORT NOTES**

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Command Center is for customer personnel, Garner Project Personnel, required for Orbitrax Support and all IT/Cells.

Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks.

Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day; per person - seven (7) days a week.

Federal Holidays are billed at the double-time rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include MOB/DEMOB.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than fifty (50) miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Hourly Rate
<b>SCHEDULE J LSA PROJECT PERSONNEL SUPPORT:</b>		
	<b>LSA POD Personnel</b>	
611430ST	Incident Management Team Leader	\$148.11
611430ST	Project/Operations Manager	\$133.30
611430ST	Project/Operations Task Leader	\$123.43
611430ST	Hazardous Material Technical Specialist	\$117.25
611430ST	Waste Management Specialist	\$117.25
611430ST	POD Team Leader	\$117.25
611430ST	Project Administrator	\$74.06
611430ST	Project Supervisor	\$133.30
611430ST	Warehouse Supervisor	\$117.25
611430ST	Project Field Clerk	\$49.37
611430ST	LSA, Warehouse and General Labor (Non-Union)	\$59.24
611430ST	Resource Supervisor	\$117.25
611430ST	Resource Technician	\$117.25
611430ST	GIS Data Liaison	\$133.30
611430ST	Resource/Equipment Operator (Includes Forklift Operator (Non-Union))	\$117.25
611430ST	Electrician	\$117.25
611430ST	Security	\$78.99
611430ST	Per Diem	<b>CONUS</b>
611430ST	Personal Airfare	



**LSA SUPPORT EQUIPMENT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

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Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day; per person - seven (7) days a week.

Federal Holidays are billed at the double-time rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include MOB/DEMOB.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than fifty (50) miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	LSA SUPPORT EQUIPMENT	GSA Price Weekly Rate
611430ST	Mobile Command Post w/ Communications	\$12,342.57
611430ST	Response Vehicle (Per Vehicle)	\$1,123.17
611430ST	4-Wheelers (i.e., Rhino)	\$1,351.51
611430ST	LSA Orbitrax Trailer	\$9,874.06
611430ST	Orbitrax	\$108.12
611430ST	Orbitrax Per Messaging	\$0.27
611430ST	Orbitrax Report	\$108.12

**ANSI/ISO DOCUMENT FOR FREIGHT CONTAINERS**

1496-1	Series 1 Freight Containers - Specifications and Testing - Part 1: General Cargo Containers for General Purposes
1496-2	Series 1 Freight Containers - Specifications and Testing - Part 2: Thermal Containers
1496-3	Series 1 Freight Containers - Specifications and Testing - Part 3: Tank Containers for Liquids, Gases, and Pressurized Dry Bulk
1496-4	Series 1 Freight Containers - Specifications and Testing - Part 4: Non- Pressurized Container for Dry Bulk
1496-5	Series 1 Freight Containers - Specifications and Testing - Part 5: Platform and Platform Based Containers
1496-6	Series 1 Freight Containers - Specifications and Testing - Part 6: International Cargo - Security Devices
668	Series 1 Freight Containers - Classification and Dimensions, and Ratings
830	Freight Containers - Terminology
2308	Hooks for Lifting Containers up to 30 Tons Capacity - Basic Requirements
1161	Series 1 Freight Containers - Corner Fittings, Specifications
3874	Series 1 Freight Containers
6346	Series 1 Freight Containers - Coding, Identification, and Marketing
9897	Freight Containers - Container Equipment Data Exchange

RESOLUTION #2024-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO FIRST ADDENDUM TO AMENDMENT NO.1 OF THE EMERGENCY DISASTER RESPONSE AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND GARNER ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DISASTER RESPONSE SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to have an outside firm available to assist with emergency disaster response services in the event those services are needed;

**WHEREAS**, Garner Environmental Services, Inc. (Garner) is a vendor for such services under General Services Administration (GSA) Contract Number GS-07F—0403X, which satisfies state procurement law;

**WHEREAS**, the City does not incur any expense from having the agreement in place and would only incur expenses once the City activates services;

**WHEREAS**, the City and Garner worked to prepare an Agreement for Emergency Disaster Response Services, which was approved by City Commission via Resolution #2017-89 on December 11, 2017;

**WHEREAS**, that agreement's primary term ran from December 11, 2017 to March 31, 2021 and went into a month-to-month renewal, until April 21, 2021 when via Resolution #2021-26 Amendment No. 1 was approved by the City Commission;

**WHEREAS**, Amendment No. 1 to the agreement's primary term ran from March 31, 2021 to March 31, 2024 and it allowed for renewal and extension for an additional (1) one-year term up to two times after review and agreement by each party stating they wish to extend the Agreement for the additional one-year term, and thereafter may be renewed on a month-to-month basis for up to six months;

**WHEREAS**, the City and Garner desire to extend the Amendment No.1 agreement via the First Addendum to Amendment No.1, which would provide for the first one (1) year term extension (beginning March 31, 2024 and ending March 31, 2025).

**BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into the First Addendum to Amendment No.1 of the Emergency Disaster Response Agreement between the City of Kingsville, Texas and Garner Environmental Services, Inc. for emergency disaster response services in accordance with Exhibit A hereto attached and made a part hereof.

II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

**THAT** this Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**FIRST ADDENDUM**

This First Addendum to the Emergency Disaster Response Agreement in compliance with General Services Administration (GSA) Federal Supply Schedule 84, Emergency/Disaster Response, Contract Number GS-07F-0403X, the Robert T. Stafford Act 08/2016 Amended is entered into effective March 31, 2024, by and between CITY OF KINGSVILLE (“Company”) and GARNER ENVIRONMENTAL SERVICES, INC. (“Contractor”).

In order to be compliant with Code of Federal Regulations (CFR) §200, competitively bid contracts require an annual review of contractual terms and rate schedules.

The initial term of the Emergency Disaster Response Agreement (“Agreement”) between Company and Contractor commenced on December 11, 2017 and was effective through March 31, 2021, with an Amendment 1 extending the Agreement for three (3) additional years, which may be renewed and extended for an additional (1) one-year term, up to two times, after review and agreement by each Party stating they wish to extend the Agreement for the additional one-year term. Thereafter, the Agreement may be renewed on a month-to-month basis for up to six months.

To ensure Company will be reimbursed by FEMA after services have been provided by Contractor under the Agreement, this First Addendum to the Emergency Disaster Response Agreement and Amendment 1 referenced above confirms that the Parties agree as follows:

- The Agreement and Amendment 1 are hereby extended for the one-year term beginning March 31, 2024 and ending March 31, 2025.
- The Parties are in compliance with all relevant portions of CFR§200 regarding annual review of contractual terms and rate schedules.
- The remaining terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS whereof, this First Addendum shall be effective March 31, 2024.

**CITY OF KINGSVILLE**

**GARNER ENVIRONMENTAL SERVICES,  
INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: John Temperilli

Title: \_\_\_\_\_

Title: President

**ADDRESS FOR GIVING NOTICES:**

**ADDRESS FOR GIVING NOTICES:**

**Attn:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**John Temperilli, President  
Garner, Disaster Division  
952 Echo Ln, Suite 400  
Houston TX 77024-2820**





**General Services Administration**

**Federal Supply Service**

**Authorized Federal Supply Schedule Pricelist**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.*

**MULTIPLE AWARD SCHEDULE (MAS)**

**Large Category J, Security and Protection**

**Subcategory J04, Security Services**

**FSC/PSC 4230**

**Contract Number: GS-07F-0403X**

*For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsa.gov/schedules-ordering>*

**Contraction Period: April 1, 2011 – March 31, 2026**

**Contract Current Through Modification A839, dated December 19, 2021**

**Garner Environmental Services, Inc.**

**952 Echo Lane, Suite 400**

**Houston TX 77024-2820**

**Phone: 281-930-1200 / Fax: 281-478-0296**

**Contract Administration: John Temperilli**

**E-mail: [jtemperilli@garner-es.com](mailto:jtemperilli@garner-es.com)**

**Internet: <http://www.garner-es.com>**

**Business Size: Large Business**





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## Customer Information

### 1. SPECIAL ITEM NUMBERS (SINS):

#### a. Table of awarded SINS

SIN 611430ST, 611430ST-RC, STLOC	Security Training - Includes all security training related to law enforcement, security, emergency preparedness and/or first responders. Examples include instructor-led training, web-based training, pre-set courses, training development, etc.
SIN OLM, OLM-RC, STLOC	Order-Level Materials

#### b. Lowest priced model number and price for each SIN.

SIN	Model	Price
611430ST, 611430ST-RC, STLOC	ORBITRAX Per Message	\$0.27

#### c. Hourly rates: \$5.92

### 2. MAXIMUM ORDER

SIN 611430ST, 611430ST-RC, STLOC: \$1,000,000

SIN OLM, OLM-RC, STLOC: \$250,000

### 3. MINIMUM ORDER: None

### 4. GEOGRAPHIC COVERAGE: The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. territories

### 5. POINT(S) OF PRODUCTION: Same as company address.

### 6. Prices shown are NET Prices; Basic Discounts have been deducted.

### 7. DISCOUNTS:

a. Quantity – None

b. Dollar Volume – None

### 8. PROMPT PAYMENT TERMS: 0% discount for net 30 days. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

### 9. GOVERNMENT PURCHASE CARDS:

a. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.



- b. Credit cards are acceptable for payment at or above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- 10. FOREIGN ITEMS:** Not applicable.
- 11. DELIVERY SCHEDULE:**
- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:
- | <u>SPECIAL ITEM NUMBERS</u>  | <u>DELIVERY TIME (DAYS ARO)</u> |
|------------------------------|---------------------------------|
| 611430ST, 611430ST-RC, STLOC | 10 days ARO                     |
- b. **EXPEDITED DELIVERY:** As negotiated between Garner and Ordering Activity.
- c. **OVERNIGHT and TWO-DAY DELIVERY:** As negotiated between Garner and Ordering Activity.
- d. **URGENT REQUIREMENTS:** As negotiated between Garner and Ordering Activity.
- 12. FOB:** Origin (Shipping/Transportation cost for equipment only)
- \*Travel costs will be in compliance with the Federal Travel Regulation (FTR) or the Joint Travel Regulation (JTR)
- 13. ORDERING INFORMATION:**
- a. Agencies should address all orders to the following address:
- |   |
|---|
| <u>Garner Environmental Services, Inc.</u>                                      |
| <u>952 Echo Lane, Suite 400</u>   |
| <u>Houston TX 77024-2820</u>  |
| <u>John Temperilli, President</u>   |
| <u><a href="mailto:jtemperilli@garner-es.com">jtemperilli@garner-es.com</a></u> |
- b. For supplies and services, the order procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. PAYMENT INFORMATION:**
- a. Agencies should address all payments to the following address:
- |  |
|--|
| <u>Garner Environmental Services, Inc.</u> |
| <u>Attn: Accounts Receivable</u>           |
| <u>952 Echo Lane, Suite 400</u>            |
| <u>Houston TX 77024-2820</u>               |
- 15. WARRANTY PROVISION:** None (Services only)
- Restocking Fee/Cancellation Policy: None (Services only)
- 16. EXPORT PACKING CHARGES:** Not applicable.



**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE ABOVE THE MICROPURCHASE THRESHOLD**

**552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)**

(a) Definitions.

“*Government-wide commercial purchase card*” means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“*Oral order*” means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** Not applicable.

**19. TERMS AND CONDITIONS OF INSTALLATION:** Not applicable.

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:**

Not applicable.

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** Not applicable.

**21. SERVICE AND DISTRIBUTION POINTS:** Not applicable.



- 22. **PARTICIPATING DEALERS:** Not applicable.
- 23. **PREVENTATIVE MAINTENANCE:** Not applicable.
- 24a. **ENVIRONMENTAL ATTRIBUTES:** Not applicable.
- 24b. **SECTION 508 COMPLIANCE:** Not applicable.
- 25. **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:** 053554531
- 26. Contractor **HAS** registered with the System for Award Management.



## **Authorized MAS Federal Supply Schedule Pricelist**

Garner Environmental Services, Inc. (Garner Environmental), established in 1981, is a turnkey disaster/emergency response, recovery, logistics and planning company. Garner offers complete project, logistics, and incident management services in response to any All-Hazard, All-Threat event – any natural or man-made disaster.

Garner Environmental specializes in rapid, timely, and flexible field personnel, equipment, and special services' response for any weather, terroristic, or environmental catastrophe; any “bad day” or Black Swan event.

Garner Environmental services include wraparound or support equipment for any significant ‘no notice’ or dislocation event. These services consist of prime power installation, operation and maintenance; sheltering (evacuation, recovery, animal, etc.); catering; laundry, shower, and bathroom facilities and ablution; pumps and pump mission support; base camps, mobile field hospitals and medical clinics (with personnel); transportation and heavy lift. Equipment is tracked with our GPS tracking system illustrating usage history and location, and data can be integrated into various client reporting systems.

Garner Environmental deploys personnel including field logisticians, IT specialists, equipment operators, electricians and mechanics, field clerks, Incident Command & Command staff personnel, Project managers and supervisors. Subject Matter Experts (SME) are utilized as warranted, to include medical personnel such as RNs, ICU RNs, Physicians, Nurse Practitioners, Respiratory Therapists, EMTs, LVNs, LPNs, etc.

Garner Environmental also performs pandemic/biological disinfection response (to include COVID-19) using UV light, electrostatic spraying equipment, and heavy-duty spray drones.

The prices shown below include the Industrial Funding Fee (IFF) of 0.75%.



**POWER GENERATOR NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) days constitutes a week on equipment; Seven (7) days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs associated with project.

Fuel will be determined by load and charged IAW and associated to the Task Order at that time.

Minimum of two (2) electricians are required per site assessment and installation.

GPS units are required for each generator and charged per rate schedule. (Messaging not included.)

Any items requested of GESI not appearing within these rates will be subject to Open Market pricing including a FEMA allowable administrative fee.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE A - POWER GENERATION</b>		
611430ST	20 KW Generator	\$1,148.78
611430ST	25 KW Generators	\$1,148.78
611430ST	30 KW Generators	\$1,234.26
611430ST	35 KW Generators	\$1,362.32
611430ST	36 KW Generators	\$1,362.32
611430ST	40 KW Generators	\$1,621.81
611430ST	45 KW Generators	\$1,621.81
611430ST	48 KW Generators	\$1,621.81
611430ST	50 KW Generators	\$1,621.81
611430ST	56 KW Generators	\$1,621.81
611430ST	60 KW Generators	\$1,675.87
611430ST	70 KW Generators	\$2,027.27
611430ST	75 KW Generators	\$2,027.27
611430ST	80 KW Generators	\$2,219.87
611430ST	90 KW Generators	\$2,333.52
611430ST	100 KW Generators	\$2,289.29
611430ST	125 KW Generators	\$2,838.18
611430ST	150 KW Generators	\$2,838.18
611430ST	174 KW Generators	\$2,957.38
611430ST	175 KW Generators	\$2,957.38
611430ST	176 KW Generators	\$2,957.38
611430ST	180 KW Generators	\$3,107.81
611430ST	200 KW Generators	\$3,088.20
611430ST	225 KW Generators	\$3,649.09
611430ST	240 KW Generators	\$3,649.08
611430ST	250 KW Generators	\$3,649.08
611430ST	300 KW Generators	\$3,768.02
611430ST	320 KW Generators	\$3,768.01
611430ST	350 KW Generators	\$4,298.63
611430ST	400 KW Generators	\$5,287.56





SIN	Product Description	GSA Price Weekly Rate
611430ST	450 KW Generators	\$5,287.56
611430ST	480 KW Generators	\$5,789.87
611430ST	500 KW Generators	\$5,789.87
611430ST	550 KW Generators	\$6,206.14
611430ST	575 KW Generators	\$6,461.31
611430ST	600 KW Generators	\$7,427.76
611430ST	640 KW Generators	\$7,427.76
611430ST	675 KW Generators	\$7,589.45
611430ST	728 KW Generators	\$7,589.45
611430ST	750 KW Generators	\$7,589.45
611430ST	800 KW Generators	\$8,310.44
611430ST	850 KW Generators	\$9,517.36
611430ST	1000 KW Generators	\$9,517.36
611430ST	1200 KW Generators	\$13,325.04
611430ST	1250 KW Generators	\$13,325.04
611430ST	1400 KW Generators	\$14,590.91
611430ST	1500 KW Generators	\$15,174.56
611430ST	1600 KW Generators	\$15,515.35
611430ST	1750 KW Generators	\$16,616.14
611430ST	2000 KW Generators	\$17,742.64
611430ST	45 kVA Transformer	\$324.36
611430ST	75 kVA Transformer	\$432.48
611430ST	100 kVA Transformer	\$651.43
611430ST	150 kVA Transformer	\$651.43
611430ST	225 kVA Transformer	\$867.67
611430ST	300 kVA Transformer	\$1,589.38
611430ST	400 kVA Transformer	\$2,112.41
611430ST	500 kVA Transformer	\$2,112.41
611430ST	750 kVA Transformer	\$2,448.94
611430ST	1000 kVA Transformer	\$2,871.96
611430ST	1500 kVA Transformer	\$3,796.40
611430ST	2000 kVA Transformer	\$4,476.21
611430ST	600-Amp Line Panel	\$756.85
611430ST	800-Amp Line Panel	\$994.71
611430ST	1200-Amp Line Panel	\$1,492.07
611430ST	4000-Watt Generated Light Plant	\$513.57
611430ST	Power Distribution Box (Spider Boxes)	\$493.70
611430ST	Spider Boxes (400)	\$767.66
611430ST	Spider Boxes (800)	\$993.36
611430ST	Power Distribution Box (Spider Box) with 50' cable	\$640.83
611430ST	Pigtails - 4/0 Male & Female Camlock Connectors	\$59.24
611430ST	Power Cord, 50' (Extension Cord)	\$29.62
611430ST	Generator Cable (price per foot)	\$2.47



**PUMPS AND HOSES NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE B - PUMPS &amp; HOSES</b>		
611430ST	2" x 2" Diesel Pump	\$778.47
611430ST	3" x 3" Diesel Pump	\$1,431.25
611430ST	4" Diesel Pump	\$810.91
611430ST	6" Diesel Pump	\$1,405.57
611430ST	8" Diesel Pump	\$1,778.93
611430ST	10" Diesel Pump	\$2,025.24
611430ST	12" Diesel Pump	\$2,757.19
611430ST	16" Diesel Pump	\$7,027.86
611430ST	18" Diesel Pump DSL Flange w/ Quick Disconnect	\$10,509.35
611430ST	24" Diesel Pump	\$13,969.22
611430ST	2" Suction Discharge Hose 50' Section	\$94.61
611430ST	3" Suction Discharge Hose 50' Section	\$70.28
611430ST	4" Suction Discharge Hose 50' Section	\$100.72
611430ST	6" Suction Discharge Hose 50' Section	\$124.34
611430ST	8" Suction Discharge Hose 50' Section	\$248.14
611430ST	10" Suction Discharge Hose 50' Section	\$383.15
611430ST	12" Suction Discharge Hose 50' Section	\$401.40
611430ST	6" Vacuum Assist Pump	\$2,128.63
611430ST	12" Vacuum Assist Pump	\$2,898.99
611430ST	3" Submersible Hydraulic Pump	\$749.48
611430ST	4" Submersible Hydraulic Pump	\$1,283.63
611430ST	6" Submersible Hydraulic Pump	\$1,732.90
611430ST	8" Submersible Hydraulic Pump	\$2,310.53
611430ST	12" Submersible Hydraulic Pump	\$4,120.44
611430ST	8" Bauer Pipe, 10' section	\$53.91
611430ST	12" Bauer Pipe, 10' section	\$53.91
611430ST	4" Strainers/T-Joints/Elbows	\$47.40
611430ST	6" Strainers/T-Joints/Elbows	\$64.18
611430ST	8" Strainers/T-Joints/Elbows	\$67.58
611430ST	3" Sub - Dewater 5hp 460v	\$343.37
611430ST	4" Sub - Dewater 10ph 460v	\$386.37
611430ST	6" Sub - Dewater 35hp 460v	\$617.76
611430ST	8" Sub - Dewater 95hp 460v	\$1,339.78
611430ST	4" Sub - Trash 20hp 460v	\$430.02
611430ST	6" Sub - Trash 40hp 460v	\$617.75
611430ST	8" Sub - Trash 70hp 460v	\$1,339.79
611430ST	3" Suction Hose - 20' Section	\$56.16



SIN	Product Description	GSA Price Weekly Rate
611430ST	4" Suction Hose - 20' Section	\$72.21
611430ST	6" Suction Hose - 20' Section	\$72.21
611430ST	8" Suction Hose - 20' Section	\$160.45
611430ST	10" Suction Hose - 20' Section	\$202.73
611430ST	12" Suction Hose - 10' Section	\$160.45
611430ST	6" to 18" Pipe Fusion Machine	\$3,311.20
611430ST	12" to 36" Track Mounted Fusion Machine	\$11,352.70

**ENVIRONMENTAL CONTROLS NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Daily Rate	GSA Price Weekly Rate
611430ST	5 - Ton Air Conditioner Unit	N/A	\$1,148.78
611430ST	10 - Ton Air Conditioner Unit	N/A	\$1,405.57
611430ST	15 - Ton Air Conditioner Unit	N/A	\$1,924.55
611430ST	20 - Ton Air Conditioner Unit	N/A	\$2,024.56
611430ST	25 - Ton Air Conditioner Unit	N/A	\$2,169.18
611430ST	30 - Ton Air Conditioner Unit	N/A	\$2,703.02
611430ST	40 - Ton Air Conditioner Unit	N/A	\$4,324.84
611430ST	50 - Ton Air Conditioner Unit	N/A	\$7,348.17
611430ST	60 - Ton Air Conditioner Unit	N/A	\$5,297.92
611430ST	75 - Ton Air Conditioner Unit	N/A	\$7,568.46
611430ST	80 - Ton Air Conditioner Unit	N/A	\$8,649.67
611430ST	100 GPM Pump	N/A	\$778.47
611430ST	200 GPM Pump	N/A	\$778.47
611430ST	300 GPM Pump	N/A	\$852.43
611430ST	400 GPM Pump	N/A	\$888.66
611430ST	500 GPM Pump	N/A	\$898.54
611430ST	750 GPM Pump	N/A	\$1,621.81
611430ST	800 GPM Pump	N/A	\$1,621.81
611430ST	1,000 GPM Pump	N/A	\$1,621.81
611430ST	1,200 GPM Pump	N/A	\$1,444.14
611430ST	Polyethylene Pollution Bags (per roll)	\$113.53	N/A
611430ST	Polyethylene Sheeting Per Roll (20' x 100' x 6 mil)	\$118.93	N/A
611430ST	Level A Responder Suit (each)	\$1,243.39	N/A
611430ST	Level B Responder Suit (each)	\$243.27	N/A
611430ST	Level 3 (CPC 3) PPE (each)	\$113.53	N/A
611430ST	Level D PPE (each)	\$48.65	N/A



**MATERIALS HANDLING EQUIPMENT (MHE) NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE D - MATERIALS HANDLING EQUIPMENT (MHE)</b>		
611430ST	Forklift Carpet Pole	\$111.90
611430ST	Pallet Grabber w/Chain	\$40.54
611430ST	Pallet Jack	\$111.90
611430ST	Electric Pallet Jack	\$318.96
611430ST	Forklift Loading Ramp	\$923.09
611430ST	Dock Plate	\$454.21
611430ST	5,000 Lb. Diesel Forklift	\$676.37
611430ST	6,000 Lb. Forklift	\$2,899.58
611430ST	8,000 Lb. Forklift	\$3,138.72
611430ST	9,000 - 10,000 Lb. Forklift	\$3,713.09
611430ST	15,000 Lb. Forklift	\$8,006.94
611430ST	25,000-35,000 Lb. Forklift	\$14,823.51
611430ST	4,400 Lb. Extended Reach Forklift	\$1,892.12
<b>ROUGH TERRAIN FORKLIFTS</b>		
611430ST	Straight Mast	\$987.35
611430ST	5,000 Lb. Extended Reach Forklift	\$1,297.45
611430ST	6,000 Lb. Extended Reach Forklift	\$1,675.87
611430ST	8,000 Lb. Extended Reach Forklift	\$1,600.19
611430ST	9,000 Lb. Extended Reach Forklift	\$1,838.06
611430ST	10,000 Lb. Extended Reach Forklift	\$2,108.36
611430ST	Forklift Propane Tank w/o Fuel	\$12.97
611430ST	Portable Loading Dock, 20' x 20' w/ Ramp and Stairs	\$1,325.76



**HEAVY EQUIPMENT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin, point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE E – HEAVY EQUIPMENT</b>		
	<b>FUEL TANKS:</b>	
611430ST	1,000 Gallon Fuel Tank	\$1,892.12
611430ST	2,000 Gallon Fuel Tank	\$1,750.21
	<b>LOADERS:</b>	
611430ST	1/2 yard	\$1,062.29
611430ST	3/4 yard	\$994.71
611430ST	1 yard	\$1,027.15
611430ST	2-1/2 yard	\$2,063.76
611430ST	2-3/4 yard	\$2,063.76
	<b>SKID-STEERS:</b>	
611430ST	1,750 Lb.	\$767.66
611430ST	2,400 Lb.	\$1,215.01
611430ST	1,900 Lb. Track	\$1,297.45
	<b>SKID ATTACHMENTS:</b>	
611430ST	Grapple	\$260.84
611430ST	Forks	\$151.37
611430ST	Sweeper	\$260.84
	<b>OTHER HEAVY EQUIPMENT:</b>	
611430ST	Single Smooth Drum Vibratory Roller	\$1,489.37
611430ST	D3 Cat Small Track-Type Tractor	\$1,717.77
611430ST	D4 Cat Small Track-Type Tractor	\$2,077.27
611430ST	D5 Cat Small Track-Type Tractor	\$2,277.30
611430ST	D6 Cat Medium Track-Type Tractor	\$3,378.78
611430ST	Ditch / Trench Digger	\$1,215.01
611430ST	Large Excavator	\$3,378.78

SIN	Description	GSA Mobilization Price	GSA Weekly Price	GSA Demobilization Price
<b>SCHEDULE – F EQUIPMENT SERVICES &amp; DISASTER RESPONSE BASE CAMPS</b>				
611430ST	NIMS TYPE I 1,000 Person Base Camp	\$546,244.39	\$1,441,154.38	\$444,575.60
611430ST	NIMS TYPE II 750 Person Base Camp	\$508,515.60	\$1,169,241.11	\$413,659.78
611430ST	NIMS TYPE III 500 Person Base Camp	\$375,334.97	\$800,889.40	\$306,847.13
611430ST	NIMS TYPE IV 250 Person Base Camp	\$305,244.24	\$513,202.64	\$249,416.01



SIN	Description	GSA Mobilization Price	GSA Weekly Price	GSA Demobilization Price
<b>KITCHEN SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Kitchen/Meals	\$185,540.88	\$466,447.11	\$131,188.50
611430ST	NIMS TYPE II 750 Person Kitchen/Meals	\$179,699.65	\$402,761.19	\$130,669.52
611430ST	NIMS TYPE III 500 Person Kitchen/Meals	\$132,481.90	\$285,843.30	\$95,980.28
611430ST	NIMS TYPE IV 250 Person Kitchen/Meals	\$110,890.15	\$193,676.98	\$83,891.01
<b>SHOWER SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Showers	\$30,246.82	\$173,262.40	\$37,784.20
611430ST	NIMS TYPE II 750 Person Showers	\$24,582.64	\$149,906.93	\$28,783.14
611430ST	NIMS TYPE III 500 Person Showers	\$18,959.00	\$89,214.61	\$21,989.09
611430ST	NIMS TYPE IV 250 Person Showers	\$18,959.00	\$65,859.15	\$18,653.56
<b>LAUNDRY SERVICES:</b>				
611430ST	NIMS TYPE I 1,000 Person Laundries	\$82,671.95	\$237,551.09	\$67,779.64
611430ST	NIMS TYPE II 750 Person Laundries	\$66,318.66	\$184,802.96	\$53,313.07
611430ST	NIMS TYPE III 500 Person Laundries	\$48,184.08	\$124,111.99	\$39,273.57
611430ST	NIMS TYPE IV 250 Person Laundries	\$36,884.10	\$74,919.68	\$29,692.70

**CIVIL SUPPORT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.  
Pricing is all-inclusive including transportation, personnel, expendable commodities, food, etc.  
Grey & Black Water Disposal not included. Additional Service Fee (if Applicable).  
Hand Sanitizers @ \$15.00 per unit per week.  
Daily service of all Portalet packages is included.  
Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE - G CIVIL SUPPORT</b>		
611430ST	Portable Storage Containers	\$320.91
611430ST	Tent, 10' x 10'	242.21
611430ST	Tent, 10' x 10' Pop-Up	\$291.23
611430ST	Tent, 10' x 15' Pop-Up	\$380.15
611430ST	Tent, 20' x 20'	\$463.84
611430ST	Tent - 30' x 60' x 7'	\$1,869.29
611430ST	Tent, 40' x 40'	\$2,108.31
611430ST	Tent - 30' x 90' x 7'	\$2,691.61
611430ST	Tent - 60' x 100' x 7'	\$6,870.89
611430ST	Chairs - Folding	\$8.11
611430ST	6' Table - Folding	\$20.27
611430ST	8' Table - Folding	\$27.03
611430ST	50' String Lighting	\$96.98
611430ST	100' String Lighting	\$185.27
611430ST	Power Distro-Spider Box	\$162.92
611430ST	24" Portable Fans on Stands	\$172.80
611430ST	48" 2-Speed Warehouse Fan	\$167.59



SIN	Product Description	GSA Price Per Case
	<b>HeaterMeals Self-Heating Entrees w/up to 2-year shelf life</b>	
611430ST	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	\$61.22
611430ST	2-Pallets = 140 Twelve Count Cases (1,680 meals) HM Entrees	\$58.56
611430ST	3-Pallets = 210 Twelve Count Cases (2,520 meals) HM Entrees	\$58.56
611430ST	5-Pallets = 350 Twelve Count Cases (4,200 meals) HM Entrees	\$55.74
611430ST	Greater than 5 Pallets HM Entrees	\$53.90
	<b>HeaterMeals Plus Full Course Meal Kits w/up to 1-year shelf life</b>	
611430ST	1-Pallet = 50 Twelve Count Cases (600 meals) HM Plus Meal Kits	\$103.81
611430ST	2-Pallet = 100 Twelve Count Cases (1,200 meals) HM Plus Meal Kits	\$101.32
611430ST	4-Pallet = 200 Twelve Count Cases (2,400 meals) HM Plus Meal Kits	\$101.32
611430ST	7-Pallet = 350 Twelve Count Cases (4,200 meals) HM Plus Meal Kits	\$98.48
611430ST	Greater than 7 Pallets HM Plus Meal Kits	\$98.48
	<b>Heater Meals EX Self-Heating Entrees w/up to 5 yr. shelf-life</b>	
611430ST	1-Pallet = 60 Twelve Count Cases (720 meals) HM EX Entrees	\$63.22
611430ST	2-Pallets = 120 Twelve Count Cases (1,440 meals) HM EX Entrees	\$60.38
611430ST	3-Pallets = 180 Twelve Count Cases (2,160 meals) HM EX Entrees	\$57.56
611430ST	6-Pallets = 360 Twelve Count Cases (4,320 meals) HM EX Entrees	\$55.57
611430ST	Greater than 6 Pallets HM EX Entrees	\$55.57
	<b>Heater Meals 3 Full Course Meal Kits w/up to 3 yr. shelf life</b>	
611430ST	1-Pallet = 50 Twelve Count Cases (600 meals) HM 3 Kits	\$74.69
611430ST	2-Pallet = 100 Twelve Count Cases (1,200 meals) HM 3 Kits	\$72.37
611430ST	4-Pallet = 200 Twelve Count Cases (2,400 meals) HM 3 Kits	\$72.37
611430ST	7-Pallet = 350 Twelve Count Cases (4,200 meals) HM 3 Kits	\$70.54
611430ST	12-Pallet = 600 Twelve Count Cases (7,200 meals) HM 3 Kits	\$70.54
611430ST	24-Pallet = 1200 Twelve Count Cases (14,400 meals) HM 3 Kits	\$68.21
611430ST	Greater than 24 Pallets HM 3 Kits	\$68.21
	<b>Cafe2Go Self-Heating Beverage Kits w/up to 1.5 yr. shelf life</b>	
611430ST	1-Pallet = 18 Six Count Cases / 108 Cafe2Go Beverage Kits	\$140.74
611430ST	2-Pallet = 36 Six Count Cases / 216 8 Cafe2Go Beverage Kits	\$133.25
611430ST	3-Pallet = 54 Six Count Cases / 324 Cafe2Go Beverage Kits	\$124.69
611430ST	Greater than 3 Pallets Cafe2Go Beverage Kits	\$124.69
	<b>Cafe2Go Self-Heating SOUP Kits w/up to 1.5 yr. shelf-life</b>	
611430ST	1-Pallet = 18 Six Count Cases/ 108 Cafe2Go Soup Kits	\$205.12
611430ST	1-Pallet = 36 Six Count Cases / 216 Cafe2Go Soup Kits	\$194.64
611430ST	1-Pallet = 54 Six Count Cases / 324 Cafe2Go Soup Kits	\$182.66
611430ST	Greater than 3 Pallets Cafe2Go Soup Kits	\$182.66



SIN	Product Description	GSA Price Per Bag
	<b>Ice</b>	
611430ST	Ice 8 Lb. Bag	\$3.24
SIN	Product Description	GSA Price Per Case
	<b>Bottled Water</b>	
611430ST	24 count 16.9 oz. per Water Bottle / Case	\$8.15

SIN	Product Description	GSA Price Weekly Rate
	<b>Type I (1,000) Person Portalet Package</b>	
611430ST	100 Standard Restrooms	\$61,493.77
611430ST	4 Wheelchair Accessible Restrooms	\$5,108.71
611430ST	30 Station Sinks	\$35,477.17
611430ST	Daily Service Fees for 104 Restrooms	--
611430ST	Daily Service Fees for 30 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type II (750) Person Portalet Package</b>	
611430ST	75 Standard Restrooms	\$46,120.32
611430ST	4 Wheelchair Accessible Restrooms	\$5,108.71
611430ST	22 Station Sinks	\$26,016.59
611430ST	Daily Service Fees for 79 Restrooms	--
611430ST	Daily Service Fees for 22 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type III (500) Person Portalet Package</b>	
611430ST	50 Standard Restrooms	\$30,746.88
611430ST	2 Wheelchair Accessible Restrooms	\$2,554.36
611430ST	15 Station Sinks	\$17,738.59
611430ST	Daily Service Fees for 52 Restrooms	--
611430ST	Daily Service Fees for 15 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type IV (250) Person Portalet Package</b>	
611430ST	25 Standard Restrooms	\$15,373.44
611430ST	1 Wheelchair Accessible	\$1,277.18
611430ST	7 Station Sinks	\$8,278.01
611430ST	Daily Service Fees for 26 Restrooms	--
611430ST	Daily Service Fees for 7 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--
	<b>Type V (100) Person Portalet Package</b>	
611430ST	10 Standard Restrooms	\$6,149.38
611430ST	1 Wheelchair Accessible Restroom	\$1,277.18
611430ST	3 Station Sinks	\$3,547.72
611430ST	Daily Service Fees for 11 Restrooms	--
611430ST	Daily Service Fees for 3 Sinks	--
611430ST	5% Fuel Surcharge + Tax	--





**TRANSPORTATION SERVICES NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Pricing excludes fuel, personnel, and transportation costs, unless otherwise noted.

Transportation mileage rates may vary based on region of equipment FOB.

Jurisdictional and/or Federal fees will apply unless waved.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
<b>SCHEDULE H - TRANSPORTATION EQUIPMENT/PERSONNEL</b>		
611430ST	Power Only Truck	\$14,190.87
611430ST	Roll Backs - Equipment Local Short Haul	\$12,337.63
611430ST	Equipment Service Vehicle	\$2,081.33
611430ST	Bobtail Fuel Truck & Driver (Fuel, Lube Truck or Transport) Does Not Include Fuel	\$56,763.48
611430ST	Fuel Truck & Trailer Combo (Less than 2,000 Gallons) Does Not Include Fuel	\$56,763.48
611430ST	Fuel Trailer w/ Attendant (Trailer Dropped, 8,500 Gallons with Pumps) Gasoline & Diesel; Does Not Include Fuel	\$56,763.48
611430ST	Fuel Tank on Trailer; 6,000 Gallons; Diesel Only; 4 Pumps and Spill Kit w/ Attendant (ISO Unit); Does Not Include Fuel	\$56,763.48
611430ST	Dry Van	\$5,179.67
611430ST	Reefer Trailer	\$1,658.84
611430ST	Drop Deck Trailer	\$14,190.87
611430ST	Removable Drop Deck (RGN)	\$17,029.04
611430ST	Double-Drop Trailer	\$14,190.87
611430ST	Flat-Bed Trailer	\$6,622.41
611430ST	Low-Boy Trailer	\$14,190.87
611430ST	Water Trailer, 300-Gallon	\$362.21
611430ST	60-Ton Landall Trailer	\$16,584.24
611430ST	26' Straight Truck w/ Lift Gate and Driver	\$14,190.86
611430ST	Water truck (Non-Potable) w/ Operator	\$32,999.46
611430ST	Variable Message Boards, Trailered, Solar-Powered	\$2,301.64
611430ST	Traffic Cones	\$18.66
611430ST	Traffic Barriers, 8'	\$18.66
611430ST	Traffic Barricades, Folding	\$89.85
611430ST	Traffic Barricades, Barrel	\$48.38
611430ST	Barricades, Jersey - Composite	\$186.62



**LSA PROJECT PERSONNEL SUPPORT NOTES**

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Command Center is for customer personnel, Garner Project Personnel, required for Orbitrax Support and all IT/Cells.

Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks.

Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day; per person - seven (7) days a week.

Federal Holidays are billed at the Double Time Rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include Mob/Demob.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than fifty (50) miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Description	GSA Price Per Hour
<b>SCHEDULE I - PROJECT SUPPORT PERSONNEL</b>		
<b>INCIDENT COMMAND SUPPORT</b>		
611430ST	Information Officer	\$148.11
611430ST	Safety / Security Officer	\$148.11
611430ST	Liaison Officer	\$148.11
<b>OPERATIONS SECTION</b>		
611430ST	Operations Section Chief	\$148.11
611430ST	Staging Areas' Manager	\$133.30
611430ST	Air Operations Branch Director	\$133.30
611430ST	Air Support Group Supervisor	\$133.30
611430ST	Air Tactical Group Supervisor	\$133.30
611430ST	Branch Director	\$133.30
611430ST	Divisions'/Groups' Supervisor	\$133.30
611430ST	Strike Force/Teams' Leader	\$133.30
611430ST	Single Resource Leader	\$133.30
611430ST	Military Support Liaison	\$133.30
<b>PLANNING SECTION</b>		
611430ST	Planning Section Chief	\$148.11
611430ST	Resource Unit Leader	\$133.30
611430ST	Status Recorder	\$133.30
611430ST	Situation Unit Leader	\$133.30
611430ST	Documentation Unit Leader	\$133.30
611430ST	Demobilization Unit Leader	\$133.30
611430ST	Environmental Unit Leader	\$133.30
611430ST	Documentation Clerk	\$133.30
611430ST	Field Observer	\$133.30
611430ST	Technical Specialists' Leader	\$133.30
<b>LOGISTICS SECTION</b>		



SIN	Description	GSA Price Per Hour
611430ST	Logistics Section Chief	\$148.11
611430ST	Service Branch Director	\$133.30
611430ST	Support Branch Director	\$133.30
611430ST	Communications Unit Leader	\$133.30
611430ST	Medical Unit Leader	\$133.30
611430ST	Food Unit Leader	\$133.30
611430ST	Supply Unit Leader	\$133.30
611430ST	Facilities Unit Leader	\$133.30
611430ST	Ground Support Unit Leader	\$133.30
611430ST	Ordering Manager	\$133.30
611430ST	Receiving & Distribution Manager	\$133.30
611430ST	Security Manager	\$133.30
611430ST	Camp Manager	\$133.30
611430ST	Base Manager	\$133.30
611430ST	Ground Support Unit Leader	\$133.30
611430ST	Vessel Support Unit Leader	\$133.30
611430ST	Equipment Manager	\$133.30
	<b>FINANCE/ADMINISTRATION SECTION</b>	
611430ST	Finance/Admin Section Chief	\$148.11
611430ST	Time Unit Leader	\$133.30
611430ST	Cost Unit Leader	\$133.30
611430ST	Procurement Unit Leader	\$133.30
611430ST	Personnel Time Recorder	\$133.30
611430ST	Resource Support Team Leader	\$133.30
611430ST	Energy Team Coordinator (Generator)	\$133.30
611430ST	Transportation Coordinator	\$133.30
611430ST	Public Works Coordinator (Pumps & Light Tower)	\$133.30
611430ST	Equipment Time Recorder	\$133.30
	<b>SCHEDULE J - LSA PROJECT PERSONNEL SUPPORT</b>	
611430ST	Incident Management Team Leader	\$148.11
611430ST	Project/Operations' Manager	\$133.30
611430ST	Project/Operations' Task Leader	\$123.43
611430ST	Hazardous Material Technical Specialist	\$117.25
611430ST	Waste Management Specialist	\$117.25
611430ST	POD Team Leader	\$117.25
611430ST	Project Administrator	\$74.06
611430ST	Project Supervisor	\$133.30
611430ST	Warehouse Supervisor	\$117.25
611430ST	Project Field Clerk	\$49.37
611430ST	LSA, Warehouse and General Labor (Non-Union)	\$59.24
611430ST	Resource Supervisor	\$117.25
611430ST	Resource Technician	\$117.25
	<b>SCHEDULE J - LSA PROJECT PERSONNEL SUPPORT (Cont.)</b>	



SIN	Description	GSA Price Per Hour
	<b>LSA POD Personnel (Cont.)</b>	
611430ST	GIS Data Liaison	\$133.30
611430ST	Resource/Equipment Operator (Includes Forklift Operator (Non-Union))	\$117.25
611430ST	Electrician	\$117.25
611430ST	Security	\$78.99
611430ST	Per Diem	<b>CONUS</b>
611430ST	Personal Airfare	

#### LSA SUPPORT EQUIPMENT NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. Three (3) Days constitutes a week on equipment; Seven (7) Days constitutes a week on personnel.

Command Center is for customer personnel, Garner Project Personnel, required for Orbitrax Support and all IT/Cells.

Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks.

Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day; per person - seven (7) days a week.

Federal Holidays are billed at the Double-Time Rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include Mob/Demob.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than fifty (50) miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	LSA SUPPORT EQUIPMENT	GSA Price Weekly Rate
611430ST	Mobile Command Post w/ Communications	\$12,342.57
611430ST	Response Vehicle (Per Vehicle)	\$1,123.17
611430ST	4-Wheelers (i.e., Rhino)	\$1,351.51
611430ST	LSA Orbitrax Trailer	\$9,874.06
611430ST	Orbitrax	\$108.12
611430ST	Orbitrax Per Messaging	\$0.27
611430ST	Orbitrax Report	\$108.12



## ANSI/ISO DOCUMENT FOR FREIGHT CONTAINERS

1496-1	Series 1 Freight Containers - Specifications and Testing - Part 1: General Cargo Containers for General Purposes
1496-2	Series 1 Freight Containers - Specifications and Testing - Part 2: Thermal Containers
1496-3	Series 1 Freight Containers - Specifications and Testing - Part 3: Tank Containers for Liquids, Gases, and Pressurized Dry Bulk
1496-4	Series 1 Freight Containers - Specifications and Testing - Part 4: Non-Pressurized Container for Dry Bulk
1496-5	Series 1 Freight Containers - Specifications and Testing - Part 5: Platform and Platform Based Containers
1496-6	Series 1 Freight Containers - Specifications and Testing - Part 6: International Cargo - Security Devices
668	Series 1 Freight Containers - Classification and Dimensions, and Ratings
830	Freight Containers - Terminology
2308	Hooks for Lifting Containers up to 30-Ton Capacity - Basic Requirements
1161	Series 1 Freight Containers - Corner Fittings, Specifications
3874	Series 1 Freight Containers
6346	Series 1 Freight Containers - Coding, Identification, and Marketing
9897	Freight Containers - Container Equipment Data Exchange

# **REGULAR AGENDA**

# **AGENDA ITEM #5**

Rsltn.

Planning and Development Services  
410 W King  
Kingsville, TX 78363  
PH: 361-595-8055



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## MEMO

**Date:** March 15<sup>th</sup>, 2024

**To:** Mark McLaughlin (City Manager)

**From:** Erik Spitzer (Director of Planning and Development Services)

**Subject:** **The City of Kingsville is giving notice of the City's intent to submit a Texas Community Development Block Grant Program grant application for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue, between North 6<sup>th</sup> and North 7<sup>th</sup> Streets**

**Summary:** The City of Kingsville Planning & Development Services Department intends to submit a Texas Community Development Block Grant Program grant application for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity in the area of East Kleberg Avenue, between North 6th and North 7th Streets. The Planning Department is seeking approval from the City Commission to proceed with this request.

**Background:** The City is continuing its efforts to revitalize downtown Kingsville. A key to this effort is improved sidewalks along Kleberg Avenue. The City has previously submitted and received funding from this grant program for the same type of sidewalk and lighting improvements in other blocks of the downtown Kingsville area. Staff seeks to apply for a new round of funding to complete more sidewalk repairs downtown on Kleberg Avenue to improve the walkability of the area for the public and aid in making the downtown area a commercial and visitor destination. The required public hearing notice was advertised in the newspaper and posted at City Hall for the March 25<sup>th</sup>, 2024 public hearing.

**Financial Impact:** If the grant is awarded, the City shall fund a 3.5% grant match, which equates to \$17,500.00; this match will be funded through a budget amendment in the FY2024-2025 budget.

**Recommendation:** Staff request the City Commission approve the resolution authorizing the submittal of the grant and the necessary parties authorized to act on the City's behalf with respect to the grant application for the project area described herein.

**Erik Spitzer**  
Director of Planning and Development Services



## **PUBLIC HEARING NOTICE**

### **CITY OF KINGSVILLE (KLEBERG COUNTY) TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue between North 6<sup>th</sup> and North 7<sup>th</sup> Streets. A public hearing will be held in the Helen Kleberg Groves Community Room located in City Hall at 400 W. King, Kingsville, Texas at 5:00pm on Monday, March 25, 2024. Members of the public are invited to give comments during the hearing. Para obtener más información en español, comuníquese con Herlinda Solis al 361-595-8055.

**QuickFacts**  
Kingsville city, Texas

QuickFacts provides statistics for all states and counties. Also for cities and towns with a population of 5,000 or more.

All Topics



Kingsville city,  
Texas

Population estimates, July 1, 2023, (V2023)	NA
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**PEOPLE**

**Population**

Population estimates, July 1, 2023, (V2023)	NA
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Population Estimates, July 1, 2022, (V2022)	24,833
Population estimates base, April 1, 2020, (V2023)	NA
Population estimates base, April 1, 2020, (V2022)	25,402
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	-2.2%
Population, Census, April 1, 2020	25,402
Population, Census, April 1, 2010	26,213

**Age and Sex**

Persons under 5 years, percent	6.9%
Persons under 18 years, percent	23.3%
Persons 65 years and over, percent	11.7%
Female persons, percent	47.7%

**Race and Hispanic Origin**

White alone, percent	57.3%
Black or African American alone, percent (a)	3.5%
American Indian and Alaska Native alone, percent (a)	0.7%
Asian alone, percent (a)	1.6%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%
Two or More Races, percent	31.6%
Hispanic or Latino, percent (b)	75.1%
White alone, not Hispanic or Latino, percent	17.2%

**Population Characteristics**

Veterans, 2018-2022	1,589
Foreign born persons, percent, 2018-2022	6.7%

**Housing**

Housing units, July 1, 2022, (V2022)	X
Owner-occupied housing unit rate, 2018-2022	46.5%
Median value of owner-occupied housing units, 2018-2022	\$118,900
Median selected monthly owner costs -with a mortgage, 2018-2022	\$1,522
Median selected monthly owner costs -without a mortgage, 2018-2022	\$443
Median gross rent, 2018-2022	\$973
Building permits, 2022	X

**Families & Living Arrangements**

Households, 2018-2022	9,900
Persons per household, 2018-2022	2.38
Living in same house 1 year ago, percent of persons age 1 year+, 2018-2022	85.3%
Language other than English spoken at home, percent of persons age 5 years+, 2018-2022	36.9%

**Computer and Internet Use**

Households with a computer, percent, 2018-2022	90.7%
Households with a broadband Internet subscription, percent, 2018-2022	82.0%

**Education**

High school graduate or higher, percent of persons age 25 years+, 2018-2022	83.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2018-2022	22.3%

**Health**

With a disability, under age 65 years, percent, 2018-2022	8.8%
Persons without health insurance, under age 65 years, percent	21.7%

<b>Economy</b>	
In civilian labor force, total, percent of population age 16 years+, 2018-2022	60.0%
In civilian labor force, female, percent of population age 16 years+, 2018-2022	54.7%
Total accommodation and food services sales, 2017 (\$1,000) (c)	65,848
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	103,498
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	D
Total retail sales, 2017 (\$1,000) (c)	411,845
Total retail sales per capita, 2017 (c)	\$16,199

<b>Transportation</b>	
Mean travel time to work (minutes), workers age 16 years+, 2018-2022	19.4

<b>Income &amp; Poverty</b>	
Median household income (in 2022 dollars), 2018-2022	\$50,963
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$24,713
Persons in poverty, percent	△ 33.1%

## **BUSINESSES**

<b>Businesses</b>	
Total employer establishments, 2021	X
Total employment, 2021	X
Total annual payroll, 2021 (\$1,000)	X
Total employment, percent change, 2020-2021	X
Total nonemployer establishments, 2021	X
All employer firms, Reference year 2017	472
Men-owned employer firms, Reference year 2017	240
Women-owned employer firms, Reference year 2017	S
Minority-owned employer firms, Reference year 2017	180
Nonminority-owned employer firms, Reference year 2017	194
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	317

## **GEOGRAPHY**

<b>Geography</b>	
Population per square mile, 2020	1,829.7
Population per square mile, 2010	1,895.1
Land area in square miles, 2020	13.88
Land area in square miles, 2010	13.83
FIPS Code	4839352

About datasets used in this table

**Value Notes**

⚠ Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TAJ learn about sampling error.

The vintage year (e.g., V2023) refers to the final year of the series (2020 thru 2023). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2018-2022 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2022 5-year ACS Comparison Guidance](#) page.

**Fact Notes**

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

**Value Flags**

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open end
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

## ENGINEER'S CERTIFICATION

Please complete the information below for each benefit area proposed in the TxCDBG program application. If there is more than one proposed benefit area, please use the "+" and "x" buttons to add or remove additional benefit area forms. There must be one form per benefit area.

### Benefit Area Name:

Enter the benefit area name (as listed in the TxCDBG program application):

City of Kingsville Downtown Revitalization - E. Kleberg Ave.

### Current Conditions:

Please describe the current conditions impacting the households within the benefit area:

The communities' needs are to address sidewalks which are deteriorated and unsafe and lack of ADA accessibility. A business did not have an existing access ramp.

### Project Impact:

Please describe the scope of the proposed project :

The City of Kingsville proposes to address the need by installing ADA compliant ramps & parking & signs as well as sidewalks and crosswalks to access businesses in the downtown district. Other related appurtenances are concrete steps, curbs, sidewalk drains, curb & gutter, modifying brick pavers/existing bulbouts and additional pedestrian lighting. These businesses have many visiting tourists and residents during the day and early evening for city events and for daily shopping.

Area of Impact (select one):

- Benefit area is localized. The beneficiaries are located immediately adjacent to or abutting the improvements.
- Benefit area is a targeted geographic area. The beneficiaries are located in a general area that extends beyond immediately adjacent or abutting the improvements.
- Benefit area is city- or county-wide. The beneficiaries are jurisdiction-wide and include all residents within jurisdictional boundaries.

Identify the geographic area that will benefit from the proposed project. Is a map that clearly and logically delineates the benefit area attached to this form?

- Yes
- No

Describe how the benefitting households were determined. For projects involving buried infrastructure or drainage system improvements, maps or topographic imagery may be necessary as part of providing a robust explanation.

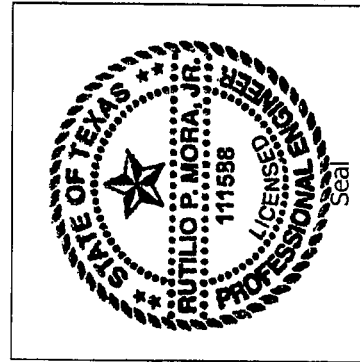
Removal of old dilapidated sidewalks will help the ADA access the sidewalks in downtown area and participate fully in the daily activities downtown between 6th and 7th streets. This also includes renovation of curb and gutter related drainage.

Explain how the project activities will address issues/deficiencies/conditions currently impacting households in the benefit area.  
 This will apply ADA compliant enhancements to the downtown area shops while creating better handicap accessibility to the deteriorated curbs, drainage, steps and sidewalk areas that are to be improved upon.

**Budget:**

Please complete the the budget justification table below:

BUDGET JUSTIFICATION OF RETAIL COSTS									
Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total	
Clearance and Demolition	04	Demolition	\$85,000.00	LS	1	\$85,000	\$0	\$85,000	
Sidewalks	03L	Concrete Curb	\$45.00	LF	465	\$20,925	\$0	\$20,925	
Sidewalks	03L	Concrete Sidewalk	\$190.00	SY	383	\$72,770	\$0	\$72,770	
Sidewalks	03L	Concrete Steps	\$80.00	LF	160	\$12,800	\$0	\$12,800	
Sidewalks	03L	ADA Ramps	\$5,000.00	EA	8	\$40,000	\$0	\$40,000	
Sidewalks	03L	Crosswalk Striping	\$310.00	LF	140	\$43,400	\$0	\$43,400	
Sidewalks	03L	New Metal Signs/Post With Base	\$5,000.00	EA	3	\$15,000	\$0	\$15,000	
Sidewalks	03L	New Aluminum Light Pole With Base, w/ electrical	\$15,000.00	EA	5	\$75,000	\$0	\$75,000	
Sidewalks	03L	Bulb Out Brick Paver Repairs	\$130.00	LF	95	\$12,350	\$0	\$12,350	
Flood Drainage Improvements	03I	Concrete Gutter	\$30.00	LF	120	\$3,600	\$0	\$3,600	
Sidewalks	03L	Sidewalk Drain	\$1,000.00	LF	40	\$40,000	\$0	\$40,000	
						<b>\$420,845</b>	<b>\$0</b>	<b>\$420,845</b>	



*Rutilio P. Mora Jr.* 3/15/2024  
 Signature of Registered Engineer/Architect and Date

City of Kingsville

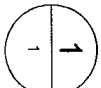
**Firm Name**

(361) 595-8004

**Phone Number**

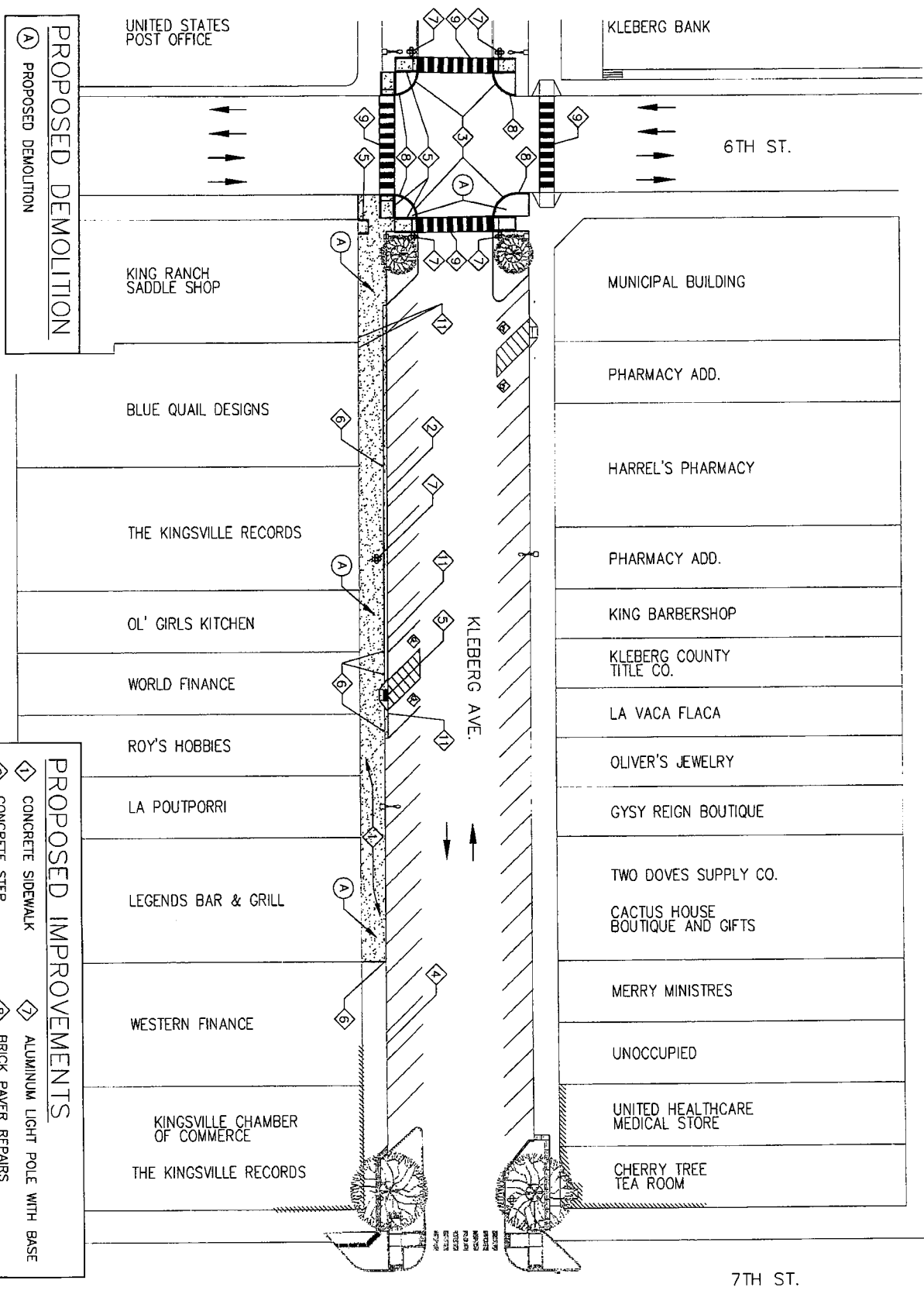
rmora@cityofkingsville.com

**Email**



1  
N.T.S.

**PROJECT AREA MAP  
KLEBERG AVENUE**



**PROPOSED DEMOLITION**  
(A)

**PROPOSED IMPROVEMENTS**

- 1 CONCRETE SIDEWALK
- 2 CONCRETE STEP
- 3 CONCRETE CURB
- 4 CONCRETE GUTTER
- 5 ADA RAMPS
- 6 METAL SIGN/POST W/BASE
- 7 ALUMINUM LIGHT POLE WITH BASE
- 8 BRICK PAVYR REPAIRS
- 9 CROSSWALK STRIPING
- 10 CONCRETE GUTTER
- 11 SIDEWALK DRAIN

**2024 CDBG RURAL ECONOMIC DEVELOPMENT  
DOWNTOWN REVITALIZATION**  
**PROJECT AREA MAP - KLEBERG AVE.**

Drawn by: A.REYES  
Date: 3/13/2024  
Checked by: R. MORA  
Job:  
Scale: N.T.S.



**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**  
400 West King  
Kingsville, Texas 78363  
Office 361.595.8007  
Fax 361.595.8035

SHEET  
1 / 1



**RESOLUTION # 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE MAIN STREET FUND; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville, Texas, (hereinafter referred to as "City of Kingsville") desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, the City participates in the Texas Main Street Program; and

**WHEREAS**, the Texas Community Block Grant Program, through the Texas Capital Fund, provides eligible Texas Main Street communities with matching grants to expand or enhance public infrastructure in historic Main Street districts to aid in eliminating handicapped barriers and deteriorated conditions in the downtown;

**WHEREAS**, it is necessary and in the best interests of the City of Kingsville to apply for funding under the Texas Community Development Block Grant Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:**

1. That a Texas Community Development Block Grant Program application for the Main Street Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Main Street Fund.
3. That the application be for \$500,000 of grant funds to provide for the replacement of deteriorated sidewalks, construction of sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of street lighting, demolition and clearance activities, and for drainage improvements along Kleberg Avenue between North 6<sup>th</sup> and North 7<sup>th</sup> Street.
4. That the City Commission directs and designates the Mayor and City Manager as the City's Authorized Representatives to act in all matters in connection with this

application and the City's participation in the Texas Community Development Block Grant Program.

5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Kingsville is committing \$17,500 in cash and also in in-kind services (Engineering and Administrative) toward the replacement of deteriorated sidewalks, construction of sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of street lighting, demolition and clearance activities, and for drainage improvements along Kleberg Avenue between North 6<sup>th</sup> and North 7<sup>th</sup> Street of this Main Street project.
7. That this Resolution shall be and become effective on or after adoption.
8. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

**PASSED AND APPROVED** by a majority vote of the City Commission the 25th day of March, 2024.

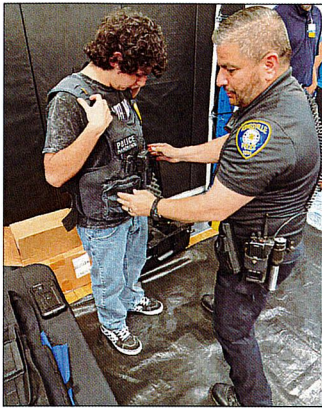
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



11th grader Sebastian Caballero trying on a bullet proof police vest with the assistance of KPDP Lt. Michael Chavana.

## Kaufer Early College High School hosts career fair

By Ted Figueroa  
Reporter

Prior to spring break, Riviera Kaufer High School students enjoyed a career fair.

ECHS Director Elias Arredondo was responsible for hosting the career fair for the students of Kaufer ECHS. Arredondo is in his fourth year at Kaufer High School.

"Our efforts are never about finding a job," he said. "The focus is to find unique opportunities in which our students feel they are making meaningful contributions in or even to push the limits in what they feel is possible for them in our ever-shrinking world. For some of these students, ideas

were planted today. These are ideas that we will cultivate moving forward. This was a great day."

More than 40 organizations were present for the event including: Texas A&M University Kingsville, Texas A&M, the University of Texas, UTRGV, Del Mar, TAMUCC, UTSA, Kingsville Police, US Border Patrol and Texas Department of Public Safety.

## H.M. King High School CTE recognizes student employers at annual banquet

By Gloria Bigger-Cantu  
Contributing Reporter

A recognition of local businesses and entities who hire high school students; an engaging inspirational speaker; a presentation of awards, were included in the Career and Technical Education Employer Appreciation and Awards Program held March 6, at the Texas A&M University-Kingsville Student Union Building, Ballroom B.

CTE students honored their employers by expressing their gratitude and presenting them with awards. For most students working at these places was their first jobs. Employers recognized were Fit 24, Sonic, Arby's, DeLaGarza Construction, DeLaRosa Construction, McDonald's Hwy 77, Whataburger Hwy 77.

Also included were the KISD Career & Technical Education; KISD Human Resources; KISD Finance; KISD HMK High School; HMK Registrar; Kleberg County Human Services; Whataburger 14th; and Wingstop.

CTE Administrator Martha Ramirez welcomed the guests. She also updated the audience with their latest successes. CTE students earned 110 Workforce Certifications.

Richard Hight, an internationally known inspirational speaker, and artist engaged the audience, with his life-changing messages to students during the banquet. "The choices you make today will be your life you live tomorrow," he said.



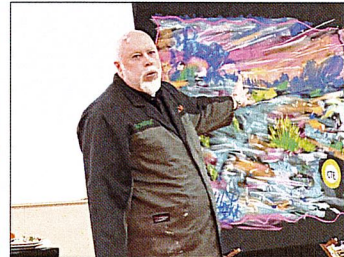
Internationally known inspirational speaker Richard Hight shares life experiences with the audience. (Photos by Gloria Bigger-Cantu)



CTE faculty and staff pictured from left are Katie Polhemus, Minerva Gonzalez, Grace Zepeda, Shantai McCoy, Leticia Longoria, Ovidio Barbour, Eric Gonzalez, Christina Gonzales, Brian Wolf, Diana Carrillo, Alonzo Garza, Cori Cardinals.



CTE Administrator Martha Ramirez addresses the guests.



Richard Hight displays his chalk painting with the audience.

Hight shared a story about the time he drew on a chalkboard in his algebra class after his teacher had left the room. When the teacher returned, she told him: "good job but don't do it again." His artistic talent became a gift to him. Later he found out he was dyslexic but considered this learning disorder a gift. "Behind a struggle there is a gift that will take you further," he said. "Stay focused on where you can make the biggest difference and serve with your gift."

He said being different

made them great. "You do not want to be average because average means you will be forgotten," Hight said. He encouraged the students to act on their dreams and ideas. "Not everyone will understand your dreams," said Hight who lives in Oklahoma.

"You will be paid to the value you bring to the table," he said.

(Hight has been featured on CBS, NBC, ABC, and other television channels. He has been an inspirational speaker in four continents, 48 states, 12 countries with

about 5,000 presentations).

Hight can also be considered a hands-on speaker as he displayed his artistic talent by drawing a brilliant landscape with chalk on a black sheet.

A presentation of awards followed. Dr. Cissy Reynolds-Perez, KISD Superintendent, Dr. Alys Williams, HMK High School Principal, Dr. Juan M. Sandoval, Assistant Superintendent of Support Services, also received awards for employing CTE students. Faculty and staff were also introduced.

**PEST RUDY'S CONTROL**

Did you know mice and rats can carry a variety of disease-producing germs including Salmonella and Hantavirus?

**NOT CUTE**

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

**\*Ask about our affordable maintenance plans for a pest-free home 365 days a year!**

• Roaches • Ants • Fleas • Ticks • Bees • Scorpions • Termites • Other Pests

816 N. 14th Street  
Kingsville, TX 78363

TPCL #13343  
**595-RUDY**  
7-0-3-0

**PUBLIC HEARING NOTICE**

CITY OF KINGSVILLE (KLEBERG COUNTY)  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity. The area of interest includes East Kleberg Avenue between North 6th and North 7th Streets. A public hearing will be held in the Helen Kleberg Groves Community Room located in City Hall at 400 W. King, Kingsville, Texas at 5:00pm on Monday, March 25, 2024. Members of the public are invited to give comments during the hearing. Para obtener más información en español, comuníquese con Herlinda Solis al 361-595-8055.

**Don't mess with Texas.**

**KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP**

**TRASH-OFF**

The City of Kingsville will be hosting a TRASH-OFF  
Citizens can dump their Trash for FREE!  
**Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.**  
\*\*\* Weather Permitting \*\*\*  
Located at 6th Street & East Ave. B  
Two blocks north of Kleberg Elementary School  
You must provide proof of residency and utility bill.  
**No Contractors Allowed! Kingsville Residents Only!**

**We WILL Accept:**

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (8 per vehicle)

ONLY standard automobile tires

Keep Texas Beautiful AFFILIATE

**We WILL NOT Accept:**

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheetrock or Roofing Scraps

**VOLUNTEERS NEEDED!**

Contact Code Compliance for more information at (361) 595-8093

# **AGENDA ITEM #6**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Juan J. Adame, Fire Chief  
DATE: March 11, 2024  
SUBJECT: Fire Chief Out of State Travel

---

**Summary:**

The Kingsville Fire Chief is requesting approval to attend the Metropolitan Fire Chiefs Conference in Tulsa, Oklahoma, May 20<sup>th</sup> through the 23<sup>rd</sup>.

**Background:**

The Metropolitan Fire Chiefs Association is a section of the International Fire Chiefs Association. The section meets each year in different locations. I have been a member of this section since 1988.

**Financial Impact:**

Travel costs are included in this year's department training and travel budget.

**Recommendation:**

Approve Fire Chief request for out of state travel.



# **AGENDA ITEM #7**

**City of Kingsville**  
**Department Name**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Juan J. Adame, Fire Chief  
DATE: March 15, 2024  
SUBJECT: Assistance to Firefighters Grant for Self-Contained Breathing Apparatus

---

**Summary:**

The Kingsville Fire Department is requesting approval to apply for the 2023 Assistance to Firefighters Grants (AFG), which if awarded, would allow us to replace our aging Self-Contained Breathing Apparatus (SCBA's). We would be replacing 30 units, 33 masks, and 60 air cylinders \$390,130.30, and a Stationary Cascade Air Compressor System \$117,237.00.

The total grant request is for \$507,367.30. The city would be responsible for a cost share match or \$ when the grant is awarded and fulfilled.

**Background:**

An assessment was performed in FY 2018 that identified that the useful life of this equipment would be coming to an end by 2025. We applied for and were denied this grant last year. This was due to the equipment not yet meeting a "High Priority" status. To meet this qualification, the equipment needed to be 10 years old or older from the date of manufacture, and at least two NFPA 1981 cycles are of date. We were 9 years and 2 cycles when we applied last year.

This year, we will meet the requirements of being 10 years old and now 3 NFPA cycles outdated, thus placing us into the "High Priority" status.

**Financial Impact:**

This grant request serves as a final effort to receive grant funding before we will have to look for alternative methods of funding for this required equipment. Current funds are not available for the cost of sharing portion of \$101,473.40 and they will have to be programmed to meet the cost share requirement.

Since SCBA's will soon be non-compliant, no trade-in value will be available. The anticipated awarding dates for this cycle is pending. Awarding will continue until funding is exhausted.

**Recommendation:**

The purchase of these SCBA units would help us to maintain our goals for continued safety of personnel and operational effectiveness. Furthermore, this equipment is required to meet compliance standards. Our recommendation is that the Commission approve the request to apply for the AFG.



**RESOLUTION # 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT REQUESTING GRANT FUNDING FOR SCBA RESPIRATOR UNITS, MASKS, AIR CYLINDERS, AND A STATIONARY CASCADE AIR COMPRESSOR SYSTEM ON BEHALF OF THE KINGSVILLE FIRE DEPARTMENT WITH AN ANTICIPATED CASH MATCH.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the Kingsville Fire Department participate in an application for grant monies from the FEMA Assistance to Firefighters Grant for 30 new SBCA respirator units, 33 masks, 60 air cylinders (that are estimated to cost approximately \$390,130.30), and a Stationary Cascade Air Compressor System (\$117,237.00); and

**WHEREAS**, the SCBA respirator units, masks, and air cylinders would replace the outdated existing units that are nearing their end of life cycle and a Stationary Cascade Air Compressor System, which all serve to enhance the Fire Department personnel safety, for a total grant request of \$507,367.30; and

**WHEREAS**, the FEMA Assistance to Firefighters Grant has a cash match and the City's anticipated portion of the cash match if all items are awarded is estimated to be \$101,473.40, which is proposed to come from the City's FY24-25 General Fund budget (likely taxpayer reserve fund) if approved; and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the Fire Chief to submit the grant and administer the grant and necessary paperwork if the grant is awarded to the City;

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission approves the submission of a grant application to the FEMA Assistance to Firefighters Grant for SCBA respirator units, masks, air cylinders, and a Stationary Cascade Air Compressor System on behalf of the City of Kingsville Fire Department, with a total anticipated cash match of \$101,473.40 from the City if all items are awarded.

II.

**THAT** the City Commission authorizes the Fire Chief to submit the grant and the Fire Chief to administer the grant and necessary paperwork.



III.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #8**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: March 11, 2024

SUBJECT: Request for resolution to apply for the Ed Rachal Foundation for equipment.

---

**Summary:**

The Kingsville Police Department is requesting a resolution to apply to the Ed Rachal Foundation for equipment.

**Background:**

The Kingsville Police Department responds to incidents throughout the Coastal Bend as a member of the Coastal Bend COG and because of the existing Memorandum of Understanding to aid other cities and counties in our Coastal Bend Council of Governments. During several incidents where our neighboring entities requested assistance with both manpower and equipment, we were able to send both to assist with the incident.

**Financial Impact:**

Critical gear for our tactical team will be purchased with this funding. Our current equipment is not fully functional without the requested equipment. Kingsville SWAT members will be able to enter facilities to stop terrorism related threats and other threats or hazards within our region with specialized equipment.

The Advanced Target Pointer Illuminator Device will provide our SWAT Operators the ability to utilize their current night vision goggles to its full potential. The illuminator device is a visible / invisible laser pointer that will allow our Operators to communicate, point to, and shoot accurately in complete darkness without being compromised by any threat. The illuminator device also allows our Team to assist other agencies to include Corpus Christi PD SWAT, Texas DPS and US Border Patrol with their ground Agents and Air Assets. Their Helicopters and Agents often use infrared illuminators to mark threats or threat areas. Our Team would have the capability to communicate/signal using the illuminator device without using our verbal communications and possibly compromise our Officers/Agents. Having the illuminator devices will give our team full night vision capabilities.

The budget for the equipment listed below:

- Twelve (12), Advanced Target Pointer Illuminator Aiming Device. Cost \$40,225.00



## City of Kingsville Police Department

SWAT is currently outfitted with two (2) Accuracy International .308 precision rifles. We currently do not have updated scopes on the weapon systems for responses to mass casualty, barricaded subjects, active shooter, hostage rescue events, etc. In order to insure that our assigned sharpshooters are readily able to identify a target prior to sending a bullet downrange is critical. Especially during this time of scrutiny on police operations and the litigious atmosphere in our nation. Since we currently respond on a regional level, it will also safeguard other governmental entities from that litigation and insure that we do not injure the innocent. Our current equipment is old technology and does not provide the needed confidence with accuracy and reliability.

The budget for the equipment listed below:

- Two (2), Leupold Rifle Scopes. Cost \$3,706.98
- Two (2), Leupold Scope Rings. Cost \$198.00
  
- GRAND TOTAL REQUEST \$44,129.98

This grant does not have a cash match but we understand from our previous applications and awards that on occasion they may only approve partial funding of the grants.

**Recommendation:**

We request a resolution to apply to the Ed Rachal Foundation for equipment as well as approval of an associated budget amendment for inclusion in this year's budget to expend the fund and then put in for reimbursement of said funds.



**RESOLUTION # 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE ED RACHAL FOUNDATION FOR GRANT FUNDS FOR EQUIPMENT FOR THE KINGSVILLE POLICE DEPARTMENT.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the Kingsville Police Department participate in an application for grant monies for equipment to be used by the department members; and

**WHEREAS**, the officers have the need for various equipment to improve public safety such as Advanced Target Pointer Illuminator Devices to optimize night vision goggles and associated equipment, and SWAT rifle scopes and rings and related equipment for the SWAT Team to ensure they are able to meet the needs presented from various service calls and community events; and

**WHEREAS**, the Kingsville Police Department has been called on to participate in various community events and to provide assistance to neighboring communities who also participate in the Coastal Bend Council of Governments Master Mutual Aid Agreement, as well as participating with state and federal entities in special operations; and

**WHEREAS**, the requested equipment would assist with the diverse types of scenarios that can be encountered when the police officers respond to an event and provide public safety services within the community; and

**WHEREAS**, the Ed Rachal Foundation does not require a cash match and may award part, none, or all of the funds requested, though any monetary award would require a budget amendment; and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the Police Chief to submit the grant and administer the grant and necessary paperwork if the grant is awarded to the City;

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission approves the submission of a grant application to the Ed Rachal Foundation for equipment for the Kingsville Police Department, with no anticipated cash match and authorizes the Police Chief to submit the grant and administer the grant and necessary paperwork if the grant is awarded to the City.

II.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #9**

Rsln - Accept  
Funds

**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: John Blair, Chief of Police  
DATE: March 8, 2024  
SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

---

**Summary:**

The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

**Background:**

A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

**Financial Impact:**

A total of \$6,705.88 was received for use for training of City of Kingsville Police personnel.

**Recommendation:**

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.







TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

February 15, 2024

CITY OF KINGSVILLE POLICE DEPARTMENT  
1700 E KING AVE  
KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 3,017.72.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2025, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2025 Allocation Basis form to us no later than October 31, 2024. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION ACCEPTING AWARD OF LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION FUNDS FROM TEXAS COMPTROLLER OF PUBLIC ACCOUNTS; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Kingsville Police Department was recently notified that the Texas Comptroller of Public Accounts deposited \$6,705.88 of funds into the Department's Law Enforcement Officer Standards and Education (LEOSE) fund for training; and

**WHEREAS**, the Comptroller did this under the authority found in the Texas Occupations Code, Section 1701.157; and

**WHEREAS**, there is no cash match tied to the use of these funds;

**WHEREAS**, the use of the funds for law enforcement training is a benefit to the citizens of this City as well as the department.

**NOW, THEREFORE BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City accepts the \$6,705.88 award from the Texas Comptroller of Public Accounts for Law Enforcement Officer Standards and Education funds to be used for training of Kingsville Police Department personnel and authorizes the Chief of Police of Kingsville Police Department to act on the City's behalf with such funds.

II.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #10**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: John Blair, Chief of Police  
DATE: March 8, 2024  
SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

---

**Summary:**

The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

**Background:**

A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

**Financial Impact:**

A total of \$6,705.88 was received for use for training of City of Kingsville Police personnel.

**Recommendation:**

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

February 15, 2024

CITY OF KINGSVILLE POLICE DEPARTMENT  
1700 E KING AVE  
KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 3,017.72.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2025, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2025 Allocation Basis form to us no later than October 31, 2024. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION ACCEPTING AWARD OF LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION FUNDS FROM TEXAS COMPTROLLER OF PUBLIC ACCOUNTS; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Kingsville Police Department was recently notified that the Texas Comptroller of Public Accounts deposited \$6,705.88 of funds into the Department's Law Enforcement Officer Standards and Education (LEOSE) fund for training; and

**WHEREAS**, the Comptroller did this under the authority found in the Texas Occupations Code, Section 1701.157; and

**WHEREAS**, there is no cash match tied to the use of these funds;

**WHEREAS**, the use of the funds for law enforcement training is a benefit to the citizens of this City as well as the department.

**NOW, THEREFORE BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City accepts the \$6,705.88 award from the Texas Comptroller of Public Accounts for Law Enforcement Officer Standards and Education funds to be used for training of Kingsville Police Department personnel and authorizes the Chief of Police of Kingsville Police Department to act on the City's behalf with such funds.

II.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

ORDINANCE NO. 2024-\_\_\_\_\_

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND LAW ENFORCEMENT OFFICER STANDARDS & EDUCATION (LEOSE) GRANT FUNDS FOR TRAINING COSTS.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#28

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 009 – LEOSE GRANT</b>					
<u>Revenues - 4</u>					
2100	Police	State Grants	72010	\$6,705.88	
<u>Expenditures – 5</u>					
2100	Police	Training & Travel	31600	\$6,705.88	

[To amend the City of Kingsville FY 23-24 budget to accept and expend Law Enforcement Officer Standards and Education (LEOSE) grant funds for training. Funding will come from the grant funds received for the stated purpose.]

II.

**THAT** all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

**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 judgment 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 Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 25th day of March 2024.

**PASSED AND APPROVED** on this the 8th day of April, 2024.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



# **AGENDA ITEM #11**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: March 25, 2024

SUBJECT: Consider Approving Construction Contract to PM Construction and Rehab LLC for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 **Project 5** - E. Lott Ave. Sanitary Sewer Improvements Project

---

**Summary:**

Bid 24-04 for the GLO CDBG-MIT Project 5 was awarded at the March 11, 2024 City Commission meeting to PM Construction & Rehab LLC. Staff is requesting the construction contract with the vendor be awarded in the amount of \$409,934.00.

**Background:**

Bid 24-02, Project 5 Sealed bids were received on November 11, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) and on the City's website. No bid was received, and the project was readvertised for a later date.

Bid 24-04, Project 5 readvertisement for sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$187, 684.00 to \$328,562.00, Alternate Bid No. 1 ranged from \$100,388.00 to \$141,196.00, Alternate Bid No. 2 ranged from \$60,648.00 to \$81,054.00 and Total Bid Amounts ranged from \$409,934.00 to 489,598.00. The lowest bidder was PM Construction & Rehab LLC for \$409,934.00.



**City of Kingsville  
Engineering Dept.**

**Financial Impact:**

Project 5 will be funded by Fund 113 Citywide Wastewater Collection System Improvements in the amount of \$409,934.00.

**Recommendation:**

Staff recommendations.

1. Approving Construction Contract between City and PM Construction and Rehab LLC. in the amount \$409,934.40.
2. Authoring the City Manager to sign the Construction Contract.

**Attachments:**

Construction Contract



**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH PM CONSTRUCTION & REHAB LLC FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 5: E. LOTT AVE. SANITARY SEWER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 5: E. Lott Ave. Sanitary Sewer Improvements and went out for bids via BID #24-02 which was advertised in 2023 but no bids were received, so the project was readvertised;

**WHEREAS**, the three were bids received on February 20, 2024 responsive to BID #24-02 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was PM Construction & Rehab, LLC, from Pasadena, Texas (vendor);

**WHEREAS**, the City awarded BID#24-02 to Vendor at a Commission meeting on March 11, 2024 for a total amount of \$409,934;

**WHEREAS**, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements and the parties both agree to the terms of the proposed contract for the base bid (\$187,684.00) and for alternates no. 1 (\$100,388.00) & 2 (\$60,648.00), which together is a total amount of \$409,934;

**WHEREAS**, staff is recommending the City Commission approve the construction contract with vendor as presented for a total amount of \$409,934 with a contract time of 120 calendar day;

**BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission approves and the Mayor is authorized and directed as an act of the City of Kingsville, Texas to authorize the City Manager to execute the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 5: E. Lott Ave. Sanitary Sewer Improvements between the City of Kingsville, Texas and PM Construction & Rehab, LLC as per staff

recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

**THAT** this Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the \_\_\_\_\_ 25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# CONSTRUCTION CONTRACT

**THIS AGREEMENT** made this the 25 day of March, 2024, by and between **PM Construction & Rehab LLC** (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and City of Kingsville hereinafter called the "City".

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, *GLOSS PROJECT 5 (E. Lott Ave.) SANITARY SEWER IMPROVEMENTS CDBG-MIT GLO CONTRACT NO. 22-082-016-D218* for the Community Development Block Grant – Mitigation (CDBG-DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered 1, 2, & 3, dated January 19, 2024, January 26, 2024 & January 30, 2024 and **received and acknowledged**, all as prepared by International Consulting Engineers (ICE) acting and in these contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in **the Total Bid \$409,934.00** hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |   |
|------------------------------|---|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                       |
| b. Addenda                   | g. Special Conditions                               |
| c. Invitation for Bids       | h. Technical Specifications                         |
| d. Instructions to Bidders   | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                   |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated March 25, 2024, shall commence on or before April 8, 2024, and Contractor shall complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore August 6, 2024.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in *triplicate* original copies on the day and year first above written.

FOR CONTRACTOR:

\_\_\_\_\_  
Signature

PM Construction & Rehab LLC  
131 North Richey Street  
Pasadena, Texas 77506

By Thomas Gottsegen

Title Chief Legal Officer

Corporate Certifications

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein, that Thomas Gottsegen who signed this Agreement on behalf of the Contractor, was then Chief Legal Officer of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

FOR CITY:

\_\_\_\_\_  
Signature

City of Kingsville  
400 West King Ave., 78363  
P.O. Box 1458  
Kingsville, TX 78364

By Mark McLaughlin

Title City Manager

Corporate Certifications

I, Mary Valenzuela, certify that I am the City Secretary of the municipal corporation named as City of Kingsville herein, that Mark McLaughlin who signed this Agreement on behalf of the City of Kingsville, was then City Manager of said municipal corporation; that said Agreement was duly signed for and in behalf of said municipal corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

# **AGENDA ITEM #12**



**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: March 25, 2024

SUBJECT: Consider Approving Construction Contract with Texas Pride Utilities LLC for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 **Project 6** – 10<sup>Th</sup> Street Sanitary Sewer Improvements Project

---

**Summary:**

Bid 24-04 for GLO CDBG-MIT Project 6 was awarded at the March 11, 2024 City Commission meeting to Texas Pride Utilities LLC. Staff is requesting the construction contract with the vendor be approved in the amount of \$714,814.00.

**Background:**

Bid 24-04, Project 6 sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) was Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) was Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) was PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bids ranged from \$425,014.00 to \$592,961.00. Alternate Bids No. 1 ranged from \$289,800.00 to \$386,156.00. Total Bid amounts ranged from \$714,814.00 to \$962,621.00. The lowest bidder was Texas Pride Utilities LLC for \$714,814.00.

**Financial Impact:**

Project 6 will be funded by Fund 113 Citywide Wastewater Collection System Improvements in the amount of \$714,814.00.

**Recommendation:**

Staff recommendations.

1. Approving Construction Contract between City and Texas Pride Utilities LLC. in the amount \$714,814.00.
2. Authoring the City Manager to sign the Construction Contract.

**Attachments:**

Construction Contract



**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH TEXAS PRIDE UTILITIES LLC FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 6: 10<sup>TH</sup> STREET SANITARY SEWER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 6: 10<sup>th</sup> Street Sanitary Sewer Improvements and went out for bids via BID #24-02 which was advertised in 2023 but no bids were received, so the project was readvertised;

**WHEREAS**, the three were bids received on February 20, 2024 responsive to BID #24-02 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Texas Pride Utilities, LLC, from Houston, Texas (vendor);

**WHEREAS**, the City awarded BID#24-02 to Vendor at a Commission meeting on March 11, 2024 for a total amount of \$714,814.00;

**WHEREAS**, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-082-016-D218 Project 6: 10<sup>th</sup> Street Sanitary Sewer Improvements and the parties both agree to the terms of the proposed contract for the base bid (\$425,014.00) and for alternate no. 1 (\$289,800.00), which together is a total amount of \$714,814.00;

**WHEREAS**, staff is recommending the City Commission approve the construction contract with vendor as presented for a total amount of \$714,814.00 with a contract time of 180 calendar day;

**BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission approves and the Mayor is authorized and directed as an act of the City of Kingsville, Texas to authorize the City Manager to execute the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 6: 10<sup>th</sup> Street Sanitary Sewer Improvements between the City of Kingsville, Texas and Texas Pride Utilities, LLC as per staff

recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

**THAT** this Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of March, 2024.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# CONSTRUCTION CONTRACT

THIS AGREEMENT made this the 25 day of March, 2024, by and between Texas Pride Utilities, LLC (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and City of Kingsville hereinafter called the "City".

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, *GLOSS PROJECT 6 (10<sup>th</sup> Street) SANITARY SEWER IMPROVEMENTS CDBG-MIT GLO CONTRACT NO. 22-082-016-D218* for the Community Development Block Grant – Mitigation (CDBG-DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered 1, 2, & 3, dated January 19, 2024, January 26, 2024, & January 30, 2024 and received and acknowledged, all as prepared by International Consulting Engineers (ICE) acting and in these contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Total Bid \$714,814.00 hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |   |
|------------------------------|---|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                       |
| b. Addenda                   | g. Special Conditions                               |
| c. Invitation for Bids       | h. Technical Specifications                         |
| d. Instructions to Bidders   | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                   |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated March 25, 2024, shall commence on or before April 8, 2024, and Contractor shall complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 5, 2024.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in *triplicate* original copies on the day and year first above written.

FOR CONTRACTOR:

\_\_\_\_\_  
Signature

Texas Pride Utilities LLC  
725 Corby Road  
Houston Texas, 77037  
City, State Zip code

By Luis Guerra

Title Managing Member

Corporate Certifications

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein, that Luis Guerra who signed this Agreement on behalf of the Contractor, was then Managing Member of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal \_\_\_\_\_  
(Corporate Secretary)

FOR CITY:

\_\_\_\_\_  
Signature

City of Kingsville  
400 West King Ave., 78363  
P.O. Box 1458  
Kingsville, TX 78364

By Mark McLaughlin

Title City Manager

I, Mary Valenzuela, certify that I am the City Secretary of the municipal corporation named as City of Kingsville herein, that Mark McLaughlin who signed this Agreement on behalf of the City of Kingsville, was then City Manager of said municipal corporation; that said Agreement was duly signed for and in behalf of said municipal corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal \_\_\_\_\_  
(Corporate Secretary)

# **AGENDA ITEM #13**

**City of Kingsville  
Legal Department**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Courtney Alvarez, City Attorney  
DATE: March 15, 2024  
SUBJECT: Interlocal with DPS for FTA Program-Municipal Court

---

**Summary:**

The City needs tools to ensure that Municipal Court violators who Fail to Appear (FTA) are eventually brought to justice. The Texas Department of Public Safety (DPS) has an FTA Program that does that by denying renewal of a person's drivers license until they resolve their matters with Municipal Court.

**Background:**

The City of Kingsville Municipal Court needs assistance in locating and prosecuting violators who receive a citation and fail to appear for court to resolve the citation. Since at least 2010, the City has participated in a program that denies the renewal of an individual's drivers license if they have an outstanding citation in the City's Municipal Court for which they have failed to appear. The DPS desires to update the existing agreement to clean up some language and to include indigency language due to a recent state legislative change (HB291 in 88<sup>th</sup> Legislature).

**Financial Impact:** None.

**Recommendation:** Authorize the City Manager to execute the Interlocal Cooperative Contract with DPS for the FTA Program.





STEVEN C. McCRAW  
DIRECTOR  
WALT GOODSON  
FREEMAN F. MARTIN  
DWIGHT D. MATHIS  
DEPUTY DIRECTORS

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001  
512/424-2000  
[www.dps.texas.gov](http://www.dps.texas.gov)



COMMISSION  
STEVEN P. MACH, CHAIRMAN  
NELDA L. BLAIR  
LARRY B. LONG  
STEVE H. STODGHILL  
DALE WAINWRIGHT

January 29, 2024

KINGSVILLE MUNICIPAL COURT  
PO BOX 1458  
KINGSVILLE, TX 78364

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88<sup>th</sup> Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:  
Enforcement & Compliance Service  
5805 North Lamar Blvd, Bldg A,  
Austin, TX 78752-0300  
E-mail: [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov)  
Fax: (512) 424-2848

Should you have any questions, please send an email to [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov). Thank you for your immediate attention to this matter.

Regards,  
Manager  
Enforcement and Compliance Service

Enclosure



**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville that the City enter into the Interlocal Cooperation Contract with the Texas Department of Public Safety (DPS) for the Failure to Appear Program.; and

**WHEREAS**, the City has previously entered into such an agreement with DPS to assist Municipal Court with locating and prosecuting absconded violators by denying renewal of a person's drivers license; and

**WHEREAS**, the DPS has updated the agreement to: 1) change language and restructure the original agreement in order to provide clarity regarding the specific responsibilities held by each party; 2) add indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session; and 3) provide language to account for future changes to the current statute, either federal or state, ensuring that the agreement remains in compliance with the latest legal requirements until a revised agreement is available; and

**WHEREAS**, the City has authorized the City Manager to execute the Agreements; and

**WHEREAS**, there is no direct cost to the City for entering the agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Commission of the City of Kingsville authorizes the City Manager to execute the Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program as per the documents attached hereto.

II.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 25<sup>th</sup> day of March, 2024.

---

Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**Interlocal Cooperation Contract  
Failure to Appear Program**

State of Texas  
County of Kleberg

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [~~City or County~~] of Kingsville (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

**V. COURT RESPONSIBILITIES**

**A. FTA Report**

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**VII. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

**VIII. GENERAL TERMS AND CONDITIONS**

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

<b>Court</b>	<b>Department of Public Safety</b>
Attn.: Kingsville Municipal Court	Enforcement & Compliance Service
Address: P.O. Box 1458	5805 North Lamar Blvd., Bldg A
Address: Kingsville, TX 78364	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	<a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a>
Phone: (361) 595-8037	(512) 424-7172

- C. **Termination.**  
 Either party may terminate this Contract with 30 days' written notice.  
  
 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.  
  
 If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.
- D. **Amendments.**  
  
 This contract may only be amended by mutual written agreement of the Parties.
- E. **Miscellaneous.**
  1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

\_\_\_\_\_  
 mark mclaughlin  
 Authorized Signatory

\_\_\_\_\_  
 Driver License Division Chief or Designee

\_\_\_\_\_  
 City Manager  
 Title - City of Kingsville, TX

**Date**

**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

# **AGENDA ITEM #14**



## Courtney Alvarez

---

**From:** Mary Valenzuela  
**Sent:** Monday, March 18, 2024 9:41 AM  
**To:** Courtney Alvarez  
**Subject:** FW: NALEO Policy Institute: TRAVEL SCHOLARSHIP AWARDED: FLIGHT OPTIONS

FYI

---

**From:** ANN MARIE Marie TORRES <torres\_annmarie@yahoo.com>  
**Sent:** Monday, March 18, 2024 9:33 AM  
**To:** Mary Valenzuela <mvalenzuela@cityofkingsville.com>  
**Subject:** RE: NALEO Policy Institute: TRAVEL SCHOLARSHIP AWARDED: FLIGHT OPTIONS

Caution! This message was sent from outside your organization.

Yes ma'am,

Please place on the agenda for 25 March.

Thank you for reminding me.

[Yahoo Mail: Search, Organize, Conquer](#)

On Mon, Mar 18, 2024 at 9:17 AM, Mary Valenzuela <mvalenzuela@cityofkingsville.com> wrote:

Good morning Commissioner Torres,

I see you are planning on attending the NALEO Conference in Arizona. We will need to place this travel on the agenda for out-of-state travel approval. Would you like this to be placed on the March 25, 2024 agenda?

---

**From:** ANN MARIE Marie TORRES <torres\_annmarie@yahoo.com>  
**Sent:** Friday, March 15, 2024 8:24 PM  
**To:** [knolasco@naleo.org](mailto:knolasco@naleo.org); Commissioner Ann Marie Torres <comtorres@cityofkingsville.com>  
**Cc:** Mary Valenzuela <mvalenzuela@cityofkingsville.com>; Jessica Olivares <jolivares@naleo.org>  
**Subject:** Re: NALEO Policy Institute: TRAVEL SCHOLARSHIP AWARDED: FLIGHT OPTIONS

Ms. **Karen Nolasco**

The dates from 21 Apr - 25 Apr 2024 are fine with me.

These flight arrangements are fine. I don't have a Southwest Airlines account. I do have American Airlines but I do not mind flying any airline.

Respectfully

Ann Marie Torres

Commissioner

City of Kingsville

On Fri, Mar 15, 2024 at 7:02 PM, Karen Nolasco

<[knolasco@naleo.org](mailto:knolasco@naleo.org)> wrote:

Please respond no later than **Tuesday, March 19, 2024, by 2:00 p.m. PST** as all prices fluctuate daily.

**\*REPLY ALL**

Dear Commissioner Torres:

Congratulations! You have been awarded a scholarship to attend the **NALEO Policy Institute: Tackling the Housing Crisis**, taking place on April 22-24, 2024, in Tempe, Arizona. The scholarship will cover the cost of economy air or ground travel; and hotel accommodation at the **Hyatt House Tempe** for up to three (3) nights to attend this convening (Sunday, 4/21, Monday, 4/22, and Tuesday, 4/23). The NALEO room rate is \$204.19 + (plus tax) for any additional nights you may wish to extend your stay. NALEO Educational Fund will secure your travel and lodging arrangements on your behalf. If you plan on extending your stay, please *confirm* before your flight is booked.

\*You requested to extend your stay (**Thursday, 4/25/24**), please *confirm* before your flight is booked.

**Scholarship Agreement:**

**Participants are required to attend ALL Policy Institute sessions.** Your prompt arrival will ensure a quality experience for both participants and speakers. By confirming the flight itinerary, you approve NALEO Educational Fund to book the flight on your behalf. After your approved flight has been booked, you are responsible for the cost of any subsequent changes or cancellations to the itinerary. We will not be able to make changes to your itinerary on your behalf. Cancellation requests must be sent in writing and emailed to Ms. Jessica Olivares at [jolivares@naleo.org](mailto:jolivares@naleo.org) before your flight and hotel reservations are made.



## Flight details (1 stop, includes 1 plane change)

#2439 Depart: Corpus Christi, TX (CRP) 7:00 AM  
Arrive: Houston (Hobby), TX (HOU) 8:05 AM

———— 1st stop, change planes  5h 15m layover

#2082 Depart: Houston (Hobby), TX (HOU) 1:20 PM  
Arrive: Phoenix, AZ (PHX) 2:05 PM

**Return Flight Option: Thursday, 4/25/2024**

PHX - HOU - CRP

 Thu 4/25 **PHX** → **CRP** 4 hr 20 min 1 stop   
4:30 PM 10:50 PM

## Flight details (1 stop, includes 1 plane change)

#2186 Depart: Phoenix, AZ (PHX) 4:30 PM  
Arrive: Houston (Hobby), TX (HOU) 9:00 PM

———— 1st stop, change planes  0h 45m layover

#55 Depart: Houston (Hobby), TX (HOU) 9:45 PM  
Arrive: Corpus Christi, TX (CRP) 10:50 PM

Best,

**Karen Nolasco**

Program Coordinator – Constituency Services

**NALEO Educational Fund**

1000 Corporate Center Dr., Ste. 310

Monterey Park, CA 91754

T: 213.765.9431

E: [knolasco@naleo.org](mailto:knolasco@naleo.org)



NALEO Educational Fund is the leading non-profit, non-partisan organization that facilitates full Latino participation in the American political process, from citizenship to public service.

The banner is divided into two horizontal sections. The top section has a dark blue background with white and red text. It reads "NALEO 41<sup>ST</sup> ANNUAL CONFERENCE" at the top, followed by "SAVE THE DATE" in large, bold, white letters. Below that, it says "JUNE 18-20, 2024 • LAS VEGAS, NV". A red button with white text says "ADD TO CALENDAR". On the right side, there is a stylized neon sign that says "NALEO 2024" with a starburst above it and palm trees in the background. The bottom section has a dark blue background with a group photo of diverse people on the right. On the left, there is the NALEO logo, which is a circular seal with the text "NATIONAL ASSOCIATION OF" at the top, "LEADING ELECTED & APPOINTED OFFICIALS" at the bottom, and "NALEO" in the center. To the right of the logo, the text "BECOME A NALEO MEMBER" is written in large, bold, white letters. Below this, a blue button with white text says "Visit [NALEO.org/join](https://www.naleo.org/join)".

## Mary Valenzuela

---

**From:** Karen Nolasco <knolasco@naleo.org>  
**Sent:** Monday, March 18, 2024 6:53 PM  
**To:** Commissioner Ann Marie Torres; torres\_annmarie@yahoo.com  
**Cc:** Mary Valenzuela; Jessica Olivares  
**Subject:** NALEO Policy Institute: Travel Itinerary

Caution! This message was sent from outside your organization.

Dear Commissioner Torres:

Thank you for confirming your flight option. Below you will find your travel itinerary for the upcoming **NALEO Policy Institute: Tackling the Housing Crisis**, taking place on April 22-24, 2024.

\*You have selected to extend your stay (Night of Wednesday, 4/24/2024) at the NALEO room rate of **\$204.19** + (plus tax).

- city pay 5

Per the scholarship agreement, any cost incurred due to cancellations or changes to the itinerary will be your responsibility.

NALEO Educational Fund will secure 3 hotel nights:

**Check-in:** 4/21/2024

**Check-out:** 4/24/2024

NALEO Educational Fund looks forward to convening you and your colleagues for this important professional development opportunity. Shortly before the Policy Institute, you will receive additional program information and a travel memo. If you have questions or concerns, please contact me at [jolivares@naleo.org](mailto:jolivares@naleo.org) or at (213) 765-9443.

Kind regards,

### **Karen Nolasco**

Program Coordinator – Constituency Services

#### **NALEO Educational Fund**

1000 Corporate Center Dr., Ste. 310  
Monterey Park, CA 91754

**T:** 213.765.9431

**E:** [knolasco@naleo.org](mailto:knolasco@naleo.org)

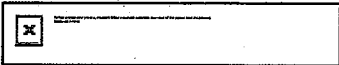


NALEO Educational Fund is the leading non-profit, non-partisan organization that facilitates full Latino participation in the American political process, from citizenship to public service.



**From:** Southwest Airlines <southwestairlines@ifly.southwest.com>  
**Sent:** Monday, March 18, 2024 4:42 PM  
**To:** Karen Nolasco <knolasco@naleo.org>  
**Subject:** You're going to Phoenix on 04/21 (3KMGWU)!


Here's your itinerary & receipt. See ya soon!  
[View our mobile site](#) | [View in browser](#)



[Manage Flight](#) | [Flight Status](#) | [My Account](#)

 **Hi Anne Marie,**  
We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

APRIL 21 - APRIL 25

CRP  PHX

Corpus Christi to Phoenix

Confirmation # **3KMGWU**

Confirmation date: 03/18/2024

**PASSENGER** Anne Marie Torres  
RAPID REWARDS # [Join](#) or [Log in](#)  
TICKET # 5262270095422  
EST. POINTS EARNED 4,591

Rapid Rewards® points are only estimations.

### Your itinerary

**Flight 1:** Sunday, 04/21/2024 Est. Travel Time: 9h 5m [Wanna Get Away Plus™](#)

FLIGHT # 2439  
DEPARTS  
**CRP 07:00AM**  
Corpus Christi



ARRIVES  
**HOU 08:05AM**  
Houston (Hobby)

Stop:  Change planes

FLIGHT # 2082  
DEPARTS  
**HOU 01:20PM**  
Houston (Hobby)



ARRIVES  
**PHX 02:05PM**  
Phoenix

**Flight 2: Thursday, 04/25/2024** Est. Travel Time: **4h 20m** [Wanna Get Away Plus™](#)

FLIGHT # 2186  
DEPARTS  
**PHX 04:30PM**  
Phoenix



ARRIVES  
**HOU 09:00PM**  
Houston (Hobby)

Stop:  Change planes

FLIGHT # 0055  
DEPARTS  
**HOU 09:45PM**  
Houston (Hobby)



ARRIVES  
**CRP 10:50PM**  
Corpus Christi

## Payment information

### Total cost

<b>Air - 3KMGWU</b>		
Base Fare	\$	573.73
U.S. Transportation Tax	\$	43.03
U.S. 9/11 Security Fee	\$	11.20
U.S. Flight Segment Tax	\$	20.00
U.S. Passenger Facility Chg	\$	18.00
<b>Total</b>	<b>\$</b>	<b>665.96</b>

### Payment

Mastercard ending in 3441  
Date: March 18, 2024  
**Payment Amount: \$665.96**

**Fare rules:** If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number: 5262270095422

## All your perks, all in one place. (Plus a few reminders.)



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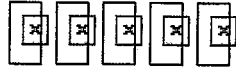
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