City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

REGULAR MEETING AGENDA

A-2024-R-08

Monday, May 20, 2024
5:30 PM

City Council Chambers

City Council

City of Laredo
Regular City Council Meeting
A-2024-R-08
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

CITIZEN COMMENTS

Citizens can participate through in-person and written comments submitted through an online form. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. Citizens wishing to submit a written public comment must submit here or visit https://www.cityoflaredo.com/council-agendas.html by 12:00 noon of the Council meeting day. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

V. COMMUNICATIONS

1. Invitation from the Gateway City Pride Association to upcoming Pride Month events in June- a collaboration with local organizations and businesses in celebrating diversity and inclusivity. **24-1050**

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Alyssa Cigarroa of Julia Rubio to the Laredo Commission for Woman. **APPT. - 45**

2. Appointment by Council Member Melissa Cigarroa of Gregorio Salinas II to the Max A. Mandel Municipal Golf Course Advisory Committee. **APPT. - 46**

3. Appointment by Council Member Ricardo Rangel of Amadeo Juarez, Jr. to the Suicide Prevention Committee. **APPT. - 47**

4. Appointment by Council Member Ricardo Rangel of David Hernandez to the Laredo Housing Authority of the City of Laredo. **APPT. - 48**

5. Appointment by Council Member Ricardo Rangel of Sammy Cantu to the Parks and Recreation Advisory Committee. **APPT. - 49**

6. Appointment by Council Member Ricardo Rangel of Carlos Gordillo **APPT. - 50**

to the Airport Advisory Board.

VII. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for a bar on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 109, 110, and outdoor patio (ONLY). **24-0941**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the amendment of condition number nine to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-036-2024
District VI..tit

Attachments: ZC-036-2024 - Intro Staff Report
ZC-036-2024 - Maps
ZC-036-2024 - Narrative
ZC-036-2024 - Site Plan
ZC-036-2024 - Tenant List
ZC-036-2024 - Signage
Executed Ordinance 2017-O-154
Executed Ordinance 2021-O-074
Executed Ordinance 2022-O-084
Draft Ordinance- ZC-036-2024

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 12 and 13, located at 3402 East Del Mar Boulevard, Suite 100 and 110 and outdoor patio only (4,131 square feet). **24-0980**

The Planning and Zoning Commission recommended approval of the proposed special use permit with the amendment of condition number three to change the hours of operation from Sunday to Wednesday, 11:00am to 11:00pm and Thursday to Saturday, 11:00am to 1:00am and the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-037-2024

District VI

Attachments: ZC-037-2024 - Staff Report
ZC-037-2024 - Maps
ZC-037-2024 - Narrative
ZC-037-2024 - Site Plan
ZC-037-2024 - Tenant List
Ordinance 2016-O-057
Ordinance 2016-O-058
Ordinance 2016-O-059
Ordinance 2019-O-147
ZC-037-2024 - Zone Change Signage
Draft Ordinance- ZC-037-2023

3. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lots 10, 11, and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street (3,399 square feet). **24-0981**

The Planning and Zoning Commission recommended approval of the proposed special use permit with the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-038-2024
District III

Attachments: ZC-038-2024 - Intro Staff Report
ZC-038-2024 - Maps
ZC-038-2024 - Narrative
ZC-038-2024 - Site Plan
ZC-038-2024 - Tenant List
ZC-038-2024 - Lease Agreement
Ordinance 2014-O-015
Ordinance 2021-O-033
ZC-038-2024 - Zone Change Signage
Draft Ordinance- ZC-038-2023

4. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Ordinance 2023-O-062 of the City of Laredo and authorizing to increase the insufficient fund fee to $100.00 plus the per axle toll fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the automatic vehicle identification (A.V.I.) system and if an AVI account has multiple insufficient fund U-turns the company must leave a credit card on file and schedule automatic replenishment of funds as further **24-1003**

described in Exhibit "A" and hereby repealing all conflicting sections in all ordinances currently in effect.

Attachments: Intro Ordinance - Insufficient Fund Fee Increase for Commercial Traffic FY23-24
Toll Rate Schedule Exhibit A Revised 5.3.24

5. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Section 24.69.7-B-4(B) of The City of Laredo Land Development Code, provisions for Flood Hazard Reduction by clarifying the requirements for Specific Standards for manufactured homes; providing or publication and effective date. **24-1004**

Attachments: Flood Plain

6. Public Hearing and Introductory Ordinance amending Chapter 18, Article V of the City of Laredo Code of Ordinances to change the title of Article V to "Certificates of Occupancy" and Establish Requirements and Fees for Certificates of Occupancy Application Fee of $100.00 for a business under 2,000 square feet or $200.00 for a business over 2,001 square feet, change of name fee on an existing business will be $50.00. Temporary Certificate of Occupancy Fee will be $200.00. All application fees are non-refundable and due upon submission of the application. Copies of the Certificate of Occupancy will have a fee of $20.00 each; providing that this Ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; providing for a penalty; providing for publication; and declaring an effective date. **24-1008**

Attachments: Intro Ordinance Certificate of Occupancy 5-3-24

7. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY2023-2024 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $52,610.00, with no match for the City of Laredo Detoxification Center, and amending the FY2023-2024 Full-Time Equivalent Position Listing by creating one Harm Reduction Specialist, 209 position. The appropriation is for the funds received from the Texas Opioid Abatement Fund Council. **24-0951**

Attachments: PHIO - Opioid Ordinance

8. Public Hearing and Introductory Ordinance amending section 24.65.0 (b) of the Land Development Code, prohibiting the parking and storing of any commercial vehicle while exceeds one ton in manufacturer's gross vehicle weight rating or that has more than two axles within five-hundred (500) feet of any public or private elementary or secondary school, park, or public playground. **24-1009**

Attachments: Commercial Vehicle Parking Ordinance

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

9. Authorizing the City Manager to grant a non-exclusive franchise to STX Dump Services to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited into General Fund. **24-0940**

Attachments: STX Dump Services_Franchise.docx 042224.docx

10. An Introductory Ordinance authorizing the City Manager to execute all necessary documents granting an easement and right-of-way to AEP Texas central company to install and construct certain electric lines and all necessary or desirable appurtenances. Said easement being a 755.2 sq. ft. easement, being out of Lots 7-12, Block 908, Western Division, City of Laredo, Webb county, Texas. The City of Laredo is currently leasing this property to Gateway Community Health Center Inc. The easement is more particularly described by Exhibit "A" attached hereto and made part of; providing for an effective date. **24-0997**

Attachments: Exhibit A
Aerial of 1702 Lafayette (2)
Introductory Ordinance
Easement Agreement Gateway Health Community Center West (

11. An Introductory Ordinance of the City of Laredo, Texas, adopting a tax exemption equal to 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility. This exemption was passed during the 88th Texas Legislature regular session under Senate Bill 1145 and approved by the voters in November 2023, Proposition 2. The owner or operator of the Child-Care Facility must be licensed with the Health and Human Services Commission; participate in the Texas Workforce Commission's Rising Star Program; and have at least 20 percent child enrollment as recipients of subsidized childcare services; qualifying Child-Care Facilities will be exempt from City ad valorem taxes in accordance with Chapter 11, Section 11.36 of the Texas Property Tax Code, starting with tax year 2024 and each year thereafter unless amended; and declaring an effective date. **24-1017**

Attachments: Introductory Ordinance.pdf

IX. FINAL READING OF ORDINANCES

12. Final Reading authorizing the City Manager to amend FY 23-24 revenues and expenditures under the Community Development Department in the amount of $373,000.00 in Section 108- Southern Hotel Fund to be used for the rehabilitation of the Southern Hotel Project. The U. S. Department of Urban Development (HUD) is requesting the City to establish a Deposit Account Control Agreement (DACA) funded purely from HUD Community Development Block Grant funds (CDBG), which will create a shortfall in the funding availability for the project. **2024-O-089**

Attachments: Final Reading 373,000

13. Final Reading of Ordinance authorizing the City Manager to ratify and amend the City of Laredo's FY 2024 Police Trust Fund budget by drawing down on fund balance and appropriating additional expenditures in the amount of $1,203,450.00, for the purchase of a SWAT tactical vehicle, replace outdated SWAT equipment, equipment for new SWAT members, and replace service weapons for all sworn personnel. **2024-O-091**

Attachments: Ordinance

14. An Ordinance amending Chapter 2, Article II, Division 1, Section 2-16, "Departments of the City" of the Code of Ordinances by removing Building Development Services, Traffic, and Animal Care Services as named departments and adding a Marketing & Communications Department. **2024-O-092**

Attachments: Department Ordinance

15. An Ordinance of the City of Laredo, Texas, allowing for the waiver of the waiting period requirements listed in section 24.92.2(b) of the City of Laredo Land Development Code for applicants whose application was denied by the Planning and Zoning Commission and subsequently did not receive the requisite three-fourths vote to overturn the denial between October 22,2023 and May 6, 2024. **2024-O-093**

Attachments: 24.92.2(b) limited waiver

16. Authorizing the City Manager to amend FY23-24 Laredo International Airport Construction Fund Budget by appropriating revenues and expenses in the amount of $11,111.11 to fund the FY 2024 Routine Airport Maintenance Program (RAMP) Grant. Funds are being awarded by the Texas Department of Transportation (TxDOT). This funding will be used for airport maintenance at the Laredo International Airport. Local match of $11,111.11 was appropriated in FY23-24 Laredo International Airport Construction Fund. **2024-O-094**

Attachments: 2024-O-094
TXDOT RAMP GRANT 2024 04.12.24

17. Ordinance amending Chapter 31 (Utilities), Article V (Water Conservation and Drought Contingency Plan) sections 31-195 through 31-242. Amending sections 31-195, 31-196, 31-197, 31-199, 31-203, 31-204,31-207, 31-208, 31-211, 31-212, 31-215, 31-217, 31-218, 31-220, 31-222, 31-237, 31-238, 31-240 and deleting sections 31-209, 31-223, 31-224. Providing for severability and publication date. This amendment incorporates changes such as a new irrigation schedule, enhancing outdoor water management, imposing restrictions on non-essential water usage, establishing triggers for drought responses, and introducing automatic citation protocols. **2024-O-095**

X. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

AIRPORT: STAFF SOURCE GILBERTO SANCHEZ, AIRPORT DIRECTOR

18. Consideration to authorize a cooperative contract with Deere & Company (John Deere), Cary, North Carolina for the purchase of: **24-0999**

a). One John Deere Cab Tractor in the total amount of $101,234.40 and;

b). One John Deere Flex Wing Rotary Cutter in the total of $42,064.14;

for ground maintenance for the Airport Department. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Purchasing Program. Funding is available in the International Airport Fund.

Attachments: Deere & Company 706 23
John Deer Buyboard quote 706 23

BUILDING: STAFF SOURCE ELSA HINOJOSA, ACTING BUILDING DIRECTOR

19. Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Jesus & Melba Ortiz for a proposed project located at 1220 Mier St., lot 5 block 691 Eastern Division that consists of residential single family, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ) 3. This agreement will be for a five-year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $180,000.00, estimated annual tax abatement total of $961.10 and estimated total fee waivers of $763.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. This project is located within **2024-R-166**

City Council District III.

Attachments: Application
Deed
Cost Estimate
Supportive Documents
NEZ Resolution
NEZ Tax Abatement 2024

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ

20. Authorizing the City Manager to submit a grant application in the amount of $25,000,000.00 to the U.S. Department of Housing and Urban Development, under the Preservation & Reinvested Initiative for Community Enhancement (PRICE) Grant, which will focus on affordable housing preservation by encouraging revitalization and enhancement activities to preserve existing manufactured housing communities (MHCs), and manufactured housing units, including the repair, rehabilitation, and replacement of existing manufactured homes. No match will be required. **2024-R-172**

Attachments: RESOLUTION - PRICE Grant

DETOXIFICATION CENTER: : STAFF SOURCE, DR. SAN JUANA VIVIANA MARTINEZ

21. Ratifying the execution of a service agreement between the City of Laredo Detoxification and Mateo Reyes, M.D. for services necessary within scope of practice for appropriate treatment of City of Laredo Detoxification Department patients, medical, and prescriptive authority oversight in the amount of $21,666.66 per month, for $260,000 per year. Total contract will be for 32 months, for a total not to exceed $693,333. Funding is available in the American Rescue Plan Act Fund. **24-0773**

Attachments: Physician Service Agreement_Draft.pdf

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ P.E., CITY ENGINEER

22. Consideration to award a professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas, in an amount not to exceed $65,021.00 for the Bruni Plaza Building, located at 1120 San Bernardo Avenue to provide professional architectural & engineering services, including an assessment report to review the existing building condition and system, provide enhancement recommendations and upgrades necessary to be able to utilize the building for future office space in compliance with current building codes. Contract time is 75 calendar days. Funding is available in the 2023 Certificate of Obligation. **24-0942**

Attachments: FY24-ENG-67 Bruni Plaza Building - Professional Services Proposal

23. Consideration to award professional services contract to LJA Engineering, Inc., Laredo, Texas, in the amount not to exceed $1,915,203.23 for FY24-ENG-11, City of Laredo Solidarity Colombia Bridge Expansion to provide project management, bi-national & stakeholder project development meetings, consultations and coordination, presidential permit application services and conceptual planning, environmental constraint and mapping. Funding is available in the Bridge Construction Fund. **24-1011**

Attachments: FY24-ENG-11 - Colombia Bridge Expansion - Professional Services Full Scope
FY24-ENG-12 - Colombia Bridge Expansion - Professional Services Full Scope
FY24-ENG-12 - Colombia Bridge Expansion - Professional Services Proposal

24. Authorizing the City Manager to ratify payment to Kimmeridge Texas Gas, LLC, in an amount not to exceed of $252,536.00 to lower an existing 8" gas pipeline for the utility conflict with existing communications line related to the future State Highway 84 (Hachar-Reuthinger Road), as per the Utility Adjustment Certification provided to the Texas Department of Transportation. Funding is available in the Capital Improvement Fund. **24-1020**

Attachments: State Highway 84 - Utility Agrementmt KTG
State Highway 84 - Kimmeridge Gas Line Readjustment Plans
State Highway 84 - Kimmeridge Cost Estimate

ENVIRONMENTAL: STAFF SOURCE JOHN PORTER, ENVIRONMENTAL DIRECTOR/SOLID WASTE DIRECTOR

25. Authorizing the City Manager to negotiate and execute a license agreement with U.S. Customs and Border Protection for controlling vegetation (only removal of Carrizo Cane) along the banks of the Rio Grande at Chacon Creek. Said license agreement will allow the U.S. Customs and Border Protection's contractor to control Carrizo Cane (including, but not limited to, visually inspecting, marking, mowing, cutting, clipping, trimming, topping, pruning and/or shredding vegetation; removing cut vegetation and/or other debris; and/or implementing erosion control measures); there is no financial impact to the City of Laredo. This is the same language in the agreement that was approved for the carrizo removal near the South Laredo Nature & Birding Center (SoLa Center). **2024-R-138**

Attachments: BP License Agreement Carrizo Resolution

26. Consideration to renew contract FY23-034 with Tovar Landscaping, Laredo, Texas in an annual amount of $42,200.00 for the maintenance of Manadas Creek by North Central. There was no price increase during the last extension period. The term of this contract shall be for a period of one year with the option to renew **24-0899**

three additional one year periods, upon mutual agreement of both parties. This is the first of three extension periods. Funding is available in the Environmental Services Fund.

Attachments: Renewal Letter
Bid Tabulation
Supplier Response

27. Consideration to renew contract FY23-033 with Tovar Landscaping, Laredo, Texas in an annual amount of $32,250.00 for the maintenance of Manadas Creek by the Academy Sports Store and North backwoods pond. There was no price increase during the last extension period. The term of this contract shall be for a period of one year with the option to renew three additional one year periods, upon mutual agreement of both parties. This is the first of three extension periods. Funding is available in the Environmental Services Fund. **24-0902**

Attachments: Renewal Letter
Bid Tabulation
Supplier Response

FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF

28. Consideration to approve a Memorandum of Understanding between the Border Region Behavioral Health Center's Community Health Worker Substance Use Disorder (CARE) Program and the Laredo Fire Department to encourage networking, coordination, and referrals to help address the needs of individuals with a substance use disorder, their families and supportive allies while addressing behavioral health disparities in the program service area, increasing opportunities to reduce harms related to substance use, increasing retention in substance use and mental health disorders, and addressing individual's medical needs and assist those who desire change to build a foundation for their recovery. The term of the memorandum of understanding is from November 10, 2023, through August 30, 2024. There is no financial impact. **24-0985**

Attachments: MOU - Community Health Worker Substance Use Disorder Program (CARE)

29. Consideration to approve Amendment #1 to the Psychological Services Agreement with Dr. Gina Dunckel, Psy.D., P.L.L.C., for an increase of $7,500.00 to provide peer support consultation services, including review of peer support protocols, peer team concerns regarding mental health questions or best practices for a peer support team, training, guidance during peer support team activities, and triage of fire department members regarding mental health crisis. This service is part of the Laredo Fire Department Health & Wellness Initiative for firefighters. Funding is available in the Capital Improvement Project Fund. **24-0992**

Attachments: Dr. Gina Dunckel - Psychological Services Agreement with Fire Department

30. Consideration to approve a Memorandum of Understanding between Remote Control Modelers of Laredo and the City of Laredo Fire Department to facilitate the use of the Laredo International Fire and Law Enforcement Training Center (Facility). The term of this agreement if for five consecutive years and may be renewed any time for subsequent five year terms as agreed upon in writing by both parties and may be cancelled by either institution with six months prior written notice. There is no financial impact. **24-1002**

Attachments: MOU Remote Control Modelers of Laredo
AMA Insurance Certificate - Remote Control Moderles of Laredo

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

31. Consideration to reject the sole bid received through Cit-E-Bid for FY24-058 for the purchase of and installation of tinted glass, strobe lights, headache rack and tool boxes for the City of Laredo Fleet Department. The bid was evaluated and it was determined that the sole bidder could not provide a parts list of the items requested. The department will revise and clarify the specifications and solicit new bids. There is no financial impact. **24-0937**

Attachments: FY24-058 Bid Tabulation
FY24-058 Bid

HEALTH: STAFF SOURCE, DR. RICHARD A. CHAMBERLAIN, HEALTH DIRECTOR

32. Authorizing the City Manager to accept and enter into a continuation contract from the Department of Health and Human Services, Autism and Other Developmental Disabilities, Surveillance, Research, and Prevention Grant in the additional amount of $150,000.00 with no match for the City of Laredo Public Health Department for a total award of $600,000.00 for the term period from January 01, 2024 through December 31, 2024. Funding is available in the Autism Spectrum Disorder Component 2 Grant - Public Health Department Fund. **2024-R-174**

Attachments: 2024-R-174.doc
NOA .pdf

POLICE: STAFF SOURCE MIGUEL RODRIGUEZ, CHIEF OF POLICE

33. Authorizing the City Manager to renew a memorandum of understanding between the City of Laredo Police Department and the Laredo Job Corps Center. The police department's participation is part of the community services provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo. **2024-R-156**

Attachments: Resolution #2024-R-156 (Laredo Job Corps MOU).doc
Laredo Job Corps MOU LPD 2024.pdf

34. Authorizing the City Manager to accept a grant in the amount of $29,999.96 from the Texas Department of Transportation for the enforcement of speed violations during the “Be Safe. Drive Smart. - Drive a Safe Speed” Operation Slowdown Campaign. The grant period for FY2024 Operation Slowdown will begin July 16, 2024 through August 07, 2024. This grant funding is to pay overtime salaries for officers to conduct intense speed limit enforcement in efforts to decrease traffic fatalities involving speed. The City of Laredo will be responsible for a required match of $9,299.99, available in the total project funds from General Fund, for a total amount of $39,299.95. Funding is available in the Special Police Fund. **2024-R-170**

Attachments: Approval Notice
Resolution

35. Authorizing the City Manager to ratify the acceptance of a grant in the amount of $24,999.75 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the "Click It or Ticket" (CIOT) Campaign. The grant period for FY2024 CIOT will begin May 17, 2024 through June 05, 2024. This grant funding is to pay overtime salaries for officers to conduct intense occupant protection enforcement in order to increase occupant restraint use in all passenger vehicles and trucks. The City of Laredo is responsible for a required match of $7,749.92, available in the project funds from General Fund, for a total project amount of $32,749.67. Funding is available in the Special Police Fund. **2024-R-171**

Attachments: Approval Notice
Resolution

36. Authorizing the City Manager to enter into and execute a memorandum of understanding between the City of Laredo Police (LPD) and the Border Region Behavioral Health Center, Community Health Worker Substance Use Disorder Program (CARE) for the purpose of networking, coordinating, and referring individuals with substance use disorders. The Police Department’s participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo. **2024-R-175**

Attachments: Resolution #2024-R-175 (Border Region CARE program MOU).dc

37. Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the procurement of ballistic windshields for thirty-seven police units for a total amount of $123,850.00. This purchase shall be made utilizing the Buy Board **24-0990**

Contract 698-23. Funding will be available in the Police Trust Fund.

Attachments: Quote# 520587-A
QUOTE# 530396

38. Consideration to award a contract to purchase 400 Glock G45 guns, firearm flashlight and holsters for the Police Department in an amount of $330,548.00 from GT Distributors, Inc. through the BuyBoard Cooperative Purchasing Program Contract No. 698-23. The total cost reflects a trade-in discount for 400 service weapons currently assigned to sworn personnel. Funding will be available in the Police Trust Fund. **24-0924**

Attachments: Quote .pdf

SOLID WASTE: STAFF SOURCE JOHN PORTER, SOLID WASTE DIRECTOR/ ENVIRONMENTAL DIRECTOR

39. Consideration to approve the cooperative contracts for the purchase of heavy equipment to be used for composting at the Ponderosa Landfill: **24-0957**

1). Rush Truck Center, Laredo, Tx. for the purchase of:
one Peterbilt 548 Water Truck in the total amount of $247,426.86; through Buyboard Cooperative Contract 723-23.

2). Nueces Power Equipment, Laredo, Tx. for the purchase of:
one 2024 Case Model 921G XR Wheel Loader in the total amount of $328,065.26; through Sourcewell Cooperative Contract #011723-CNH.

3). Vermeer Texas-Louisiana, San Antonio, Tx. for the purchase of:
on Vermeer HG400G2 Grinder in the total amount of $700,790.10;
one Vermeer TR521 Trommel screen in the total amount of $484,123.75.
one Vermeer CT718 Propelled drum in the total amount of $869,136.45 through Buyboard Cooperative Contract 684-22.

4). Holt Cat, San Antonio, Tx. for the purchase of:
one Caterpillar 730 Dump truck in the total amount of $759,718.33 through Buyboard Cooperative Contract 685-22.

Funding is available in the Solid Waste Fund - 2023 Certificate of Obligation Bonds.

Attachments: Quotes - Heavy Equipment
Cooperative Contracts

40. Consideration to approve a cooperative contract for the purchase of one Peterbilt 537 Fuel Truck from Rush Truck Center, Laredo, in the total amount of $279,132.53 utilizing the BuyBoard Cooperative **24-0967**

Contract 723-23 for the Solid Waste Services Department. Funding is available in the Solid Waste Fund 2019 Public Property Finance Contractual Obligations, 2021A Certificates of Obligations, and 2022 Certificates of Obligations bonds.

Attachments: Peterbilt 537 Fuel_Lube
BuyBoard

TAX: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

41. Motion to approve tax roll adjustments for the month of April 2024. The amounts adjusted represent a decrease of $53,429.57 for prior year taxes and a decrease of $86,701.21 for current year taxes. The aggregate adjustment represents a decrease of $140,130.78. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund. **24-0959**

Attachments: April 2024 Adjustment Reports.pdf

42. Motion to approve a property tax refund in the amount of $722.74 due to an overpayment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Stewart Title Company from parcel number 972-90011-070. **24-0996**

Attachments: Refund Application-Stewart Title Co.pdf

UTILITIES: STAFF SOURCE ARTURO GARCIA, P.E., UTILITIES DIRECTOR

43. Consideration to approve the purchase of six Modular Aluminum Panel System Boxes (Trench Safety boxes) from United Rentals in the amount of $150,222.00 through the Houston-Galveston Area Council (H-GAC) Contract RN11 19. These boxes are essential to provide protection to workers when working in an excavated area greater than 4 feet when sloping and benching cannot be met to prevent a potential cave-in. Funding is available in the Waterworks Fund- 2022 Waterworks Revenue Bond. **24-0943**

Attachments: United Rentals Quote

44. Consideration to award a professional engineering contract to Lockwood, Andrews & Newnam (LAN) in the amount of $306,800.00 for benefit evaluation of Aquifer Storage and Recovery and System Storage considerations and assistance with WaterSMART Grant application. Funding is available in the Water Availability Fund. **24-0954**

Attachments: Laredo ASR proposal_jtr-final draft edits
Laredo ASR-WaterSMART LOE_adj-20240501
RFQ - Aquifer Storage & Recovery Services & Grant Assistance
RFQ - Aquifer Storage & Recovery Services & Grant Assistance Attachements

END OF CONSENT AGENDA

XI. STAFF REPORTS

45. Status report with possible action by the Utilities Department on the water, including but not limited to quality, infrastructure, level status, improvements, and any other matters incident thereto. **24-1051**

46. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignments of other and/or additional auditing duties; and any other matters incident thereto. **24-1052**

47. Staff report with possible action by the Human Resources Department on the Anti-Obesity Medication Program. **24-0711**

48. Staff report and presentation with possible action by the Human Resources Department on the Retiree Incentive Program. **24-0819**

49. Presentation with possible action on status of all the American Rescue Plan Act (ARPA) funded projects and any other matters incident thereto. **24-1015**

Attachments: Staff Report
Staff Report
Staff Report

XII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 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), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

50. Request for Executive Session under Texas Government Code 551.071 related to contemplated litigation initiated by the City of Laredo against 407 Shiloh Dr., Laredo, Texas 78045, operating as Panitas Bar, and any other matter incident thereto. **24-1035**

XIII. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT

51. Consideration to authorize the City Manager to execute a contract for the purchase of seven 35 ft. L/F Compressed Natural Gas (CNG) buses for $705,470.00 each, for a total amount of $4,938,290.00 from Gilling L.L.C. (“Gilling”) utilizing the State of Washington Contract #06719-01. Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration **2024-RT-17**

(FTA) and in the 2018 Certificate of Obligation Bond.

Attachments: Quote Laredo TX LoNo 7-35 ft CNG 04 22 2024
AutoVue - SL-66464-187136_1.DWG-0
Laredo, TX (7) 35' CNG -State of WA No 06719-01 - 4-22-2024 REV 4 WITH 2nd CUSTOMER CHANGES-GFI FAREBOX
View Print Application - TX-2024-001-00

52. Consideration to authorize the City Manager to execute a contract for the purchase of 12 Compressed Natural Gas (CNG) buses which include the following: Four 40 ft. CNG buses for $713,943.00 each, six 35 ft. CNG buses for $705,470.00 each, and two 29 ft. CNG buses for $698,606.00 each for a total amount of $8,485,804.00 for all 12 buses from Gilling L.L.C. ("Gilling") utilizing the State of Washington Contract #06719-01. Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration (FTA) Low or No Emission Grant Program TX-2024-034. **2024-RT-21**

Attachments: Quote Laredo TX LoNo 4-40 ft CNG 05 09 2024
Quote Laredo TX LoNo 6-35 ft CNG 05 09 2024
Laredo TX (4) 40' CNG -State of WA No 06719-01 - 5-9-2024 RE 5 WITH ALL CUSTOMER CHANGES-GFI FAREBOX
Laredo TX (6) 35' CNG -State of WA No 06719-01 - 5-9-2024 RE 5 WITH ALL CUSTOMER CHANGES-GFI FAREBOX
Laredo TX 40' SEAT LAYOUT
35' LAREDO TX SAMPLE AutoVue - SL-66464-187136_1.DWG-(
View Print Application - TX-2024-034-00 (1)
Best Practices Procurement & Procurement Manual Rolling Stock Procurements
Bus Procurement Frequently Asked Questions__FTA 2024
RE__State of Washington Contract Information_03_05_2024

53. Authorizing the City Manager to execute a lease agreement between the Laredo Transit Management, Inc., (Lessor) and Turimex International Bus Service (Lessee) for the lease of common property for buses and services and office space in the Transit Center Lobby, for a monthly sum of $2,567.70 for a term of one three year period with the option of two one year extensions. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning on June 1, 2024. **2024-RT-18**

54. Consideration to award contract FY24-060 Tire Lease/Purchase contract to the sole responsive, responsible, bidder Goodyear Tire & Rubber Company, Akron, OH in the amount of $556,032.40. This contract is for a period of five years with the option to renew an additional five year term upon mutual agreement and contingent upon availability of funds. The contract is to lease tires and/or purchase for transit vehicles. Funds are available in El Metro Operations Funds. **2024-RT-20**

Year 1 $104,727.39
Year 2 $107,869.31
Year 3 $111,115.77
Year 4 $114,437.69
Year 5 $117,882.24
Total: $556,032.40

Attachments: Tab B Bid Price - Goodyear 04232024

XIV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

A. Request by Mayor Dr. Victor D. Treviño

1. Discussion with possible action discussing process and procedure of City-County collaboration with regards to the Zacate Creek Revitalization Projects, and any other matters related thereto. **24-C-107**

2. Discussion with possible action regarding placing signage or identifying structures as part of our marketing for Port Laredo, and any other matters incident thereto. **24-C-108**

Sponsors: Vanessa Perez

3. Discussion with possible action for quality of life improvements such as air conditioning, exercise equipment and other features at Hamilton Hotel, and any other matters related thereto. **24-C-109**

B. Request by Council Member Alyssa Cigarroa

1. Discussion with possible action authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Laredo and the Rio Grande International Study Center (RGISC) for the purposes of installing PM 2.5 air sensors at two Laredo ports-of-entry, Juarez-Lincoln Bridge and World Trade Bridge, as part of a Border 2025 initiative funded by the U.S. EPA/NADBank, and any other matters incident thereto. **24-C-106**

2. Discussion with possible action to partner with Laredo Learns to elevate levels of school readiness across the City by committing to implement community libraries within City facilities, thereby becoming a learning destination, and any other matters incident thereto. **24-C-112**

C. Request by Mayor Pro Tempore Ruben Gutierrez, Jr.

1. Discussion with possible action to consider adjusting the required bond amounts for City construction projects; and any matters incident thereto. **24-C-100**

D. Request by Council Member Dr. David Tyler King

1. Discussion with possible action to direct management and staff to develop a strategic plan for how the City plans to capitalize on the credits and deductions under the Inflation Reduction Act (IRA) of 2022, which expire in 2032, with sharp focus on elective pay, which allows applicable entities, including tax-exempt and governmental entities that would otherwise be unable to claim certain credits because they do not owe federal income tax, to benefit from clean energy tax credits, and any other matters incident thereto. **24-C-090**

Sponsors: Melissa R. Cigarroa

Attachments: Credits and deduction under the Inflation Reduction Act of 2022
Elective Pay and Transferability
What is elective pay?
Clean Energy Tax Incentives: Elective Pay Eligible Tax Credits

2. Discussion with possible action regarding Right-of-Way (ROW) and contractors licensed to do work on the City ROW to include topics such as current utility coordination processes, licensing requirements, incident and damage reporting, cost reimbursement, management and reports for City services, responding to repair expenses when ROW contractors cause unnecessary damages and/or disruptions to city operations/services, related penalties and/or fines, and any other matters incident thereto. **24-C-110**

Sponsors: Vanessa Perez

3. Discussion with possible action to direct staff to create a creek and Right-of-Way (ROW) maintenance inventory that assigns and identifies maintenance responsibility to its respective City department or Homeowner's Association (HOA) and to publish this inventory on an interactive map on OpenLaredo.com to allow for further transparency and accountability, and any other matters incident thereto. **24-C-111**

Attachments: Open Laredo

XV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, May 15, 2024, 2023 at 5:45 p.m.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Communications**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 1.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 2.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 3.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 4.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 5.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Appointment 6.**

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for a bar on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 109, 110, and outdoor patio (ONLY).

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the amendment of condition number nine to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-036-2024
District VI

Council District: District 6 **Zone Case:** ZC-036-2024

Letters sent to property owners: 59

In Favor (within 200 radius): 0
Opposed (within 200 radius): 2

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 5 to 2 vote recommended approval of the conditional use permit with the amendment of condition number nine (9) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 05/20/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager
Initiated By: SKG KHP, LLC, Owner; CMR Investments Group, LLC, Applicant, Roberto Castaneda Jr., Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for a Bar on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 109, 110, and outdoor patio (ONLY).

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the amendment of condition number nine (9) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-036-2024
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI - Cm. Dr. David Tyler King

Proposed use: Bar

Site: The site is occupied by a commercial building, Khaledi Heights Plaza.

- The proposed site includes 3 operating special use permits for restaurants serving alcohol.
    - Korean BBQ - Ordinance No. 2017-O-154
    - Laredo Brewing Company - Ordinance No. 2021-O-074
    - Santa Barra - Ordinance No. 2022-O-084

Surrounding land uses: To the north of the site is single family reduced area residential uses. To the east of the site is Khaledi Boulevard and vacant land. To the south of the site is East Del Mar Boulevard and Alexander High School. To the west of the site is East Country Village Apartments, mini storages and East Country Plaza, which includes Habibi's Snack Shack, Stitch-N-Print Embroidery and Promotional Goods, La Vida Fit Meals, and Sergio Leyva: Allstate Insurance.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies East Del Mar Boulevard as a Modified Major Arterial and does not identify Khaledi Boulevard.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 59 **In Favor: 0** **Opposed: 2**

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **5** to **2** vote recommended **approval** of the conditional use permit with the amendment of condition number nine (9) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property which is consistent with the land use patterns of surrounding property.

Staff **does not support** the proposed conditional use permit for the following reasons:

1. The proposed use does not meet the required parking requirement as per Laredo Land Development Code Section 27.78.3.
    - Total parking spaces required for the proposed bar and commercial plaza = 360
    - Proposed bar requires = 68 parking spaces
    - Required remaining commercial plaza = 292 parking spaces
    - Actual amount identified on site plan = 289
    - Therefore, the proposed site would need an additional 71 parking spaces.
    - If approved, Staff recommends changing the opening hours of operation for the proposed bar from 4:00pm to 5:00pm to eliminate the overlapping of business hours to accommodate parking. If the applicant does not amend the opening hours of operation, the applicant shall comply with off-street parking in accordance with the City of Laredo Land Development Code, Section 24-78.
2. The proposed bar's site plan and narrative identifies the use of the outdoor patio. The narrative also identifies the outdoor patio will host acoustic live music. Therefore, the proposed use may not be compatible and may have a negative impact on the residential uses abutting the proposed site.
    - Music, noise, and speakers may pose a noise nuisance to the residential areas north of the site.

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is restricted to 4,100 square feet located within Suites 109, 110, and the outdoor patio as per the site plan, "Exhibit A", which is made part hereof for all purposes.

2. The hours of operation shall be limited to, from Tuesday to Wednesday, 5:00 p.m. to 12:00 a.m. and Thursday to Saturday, 5:00 p.m. to 2:00 a.m.

3. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

5. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

9. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

10. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.

11. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

12. The proposed use shall undergo an annual Fire Inspection.

13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

15. The proposed use shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
The proposed use is not compatible with the residential uses abutting the proposed site.

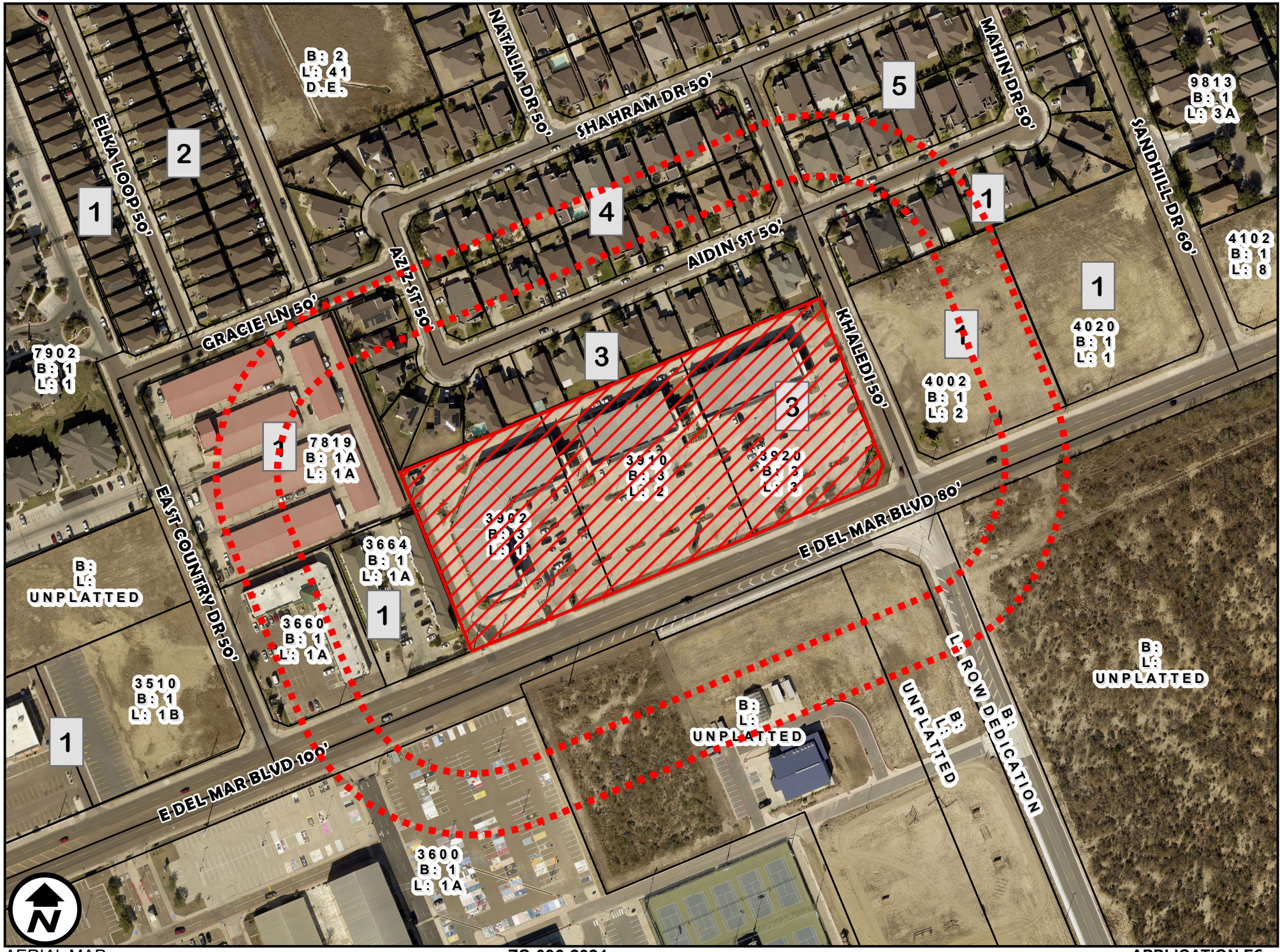
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood??
The proposed use may have a negative impact on the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone does not allow a bar as intended by the applicant.

Attachments

Maps
Narrative
Site Plan
Tenant List
Zone Change Signage
Executed Ordinance 2017-O-154
Executed Ordinance 2021-O-074
Executed Ordinance 2022-O-084
Draft Ordinance

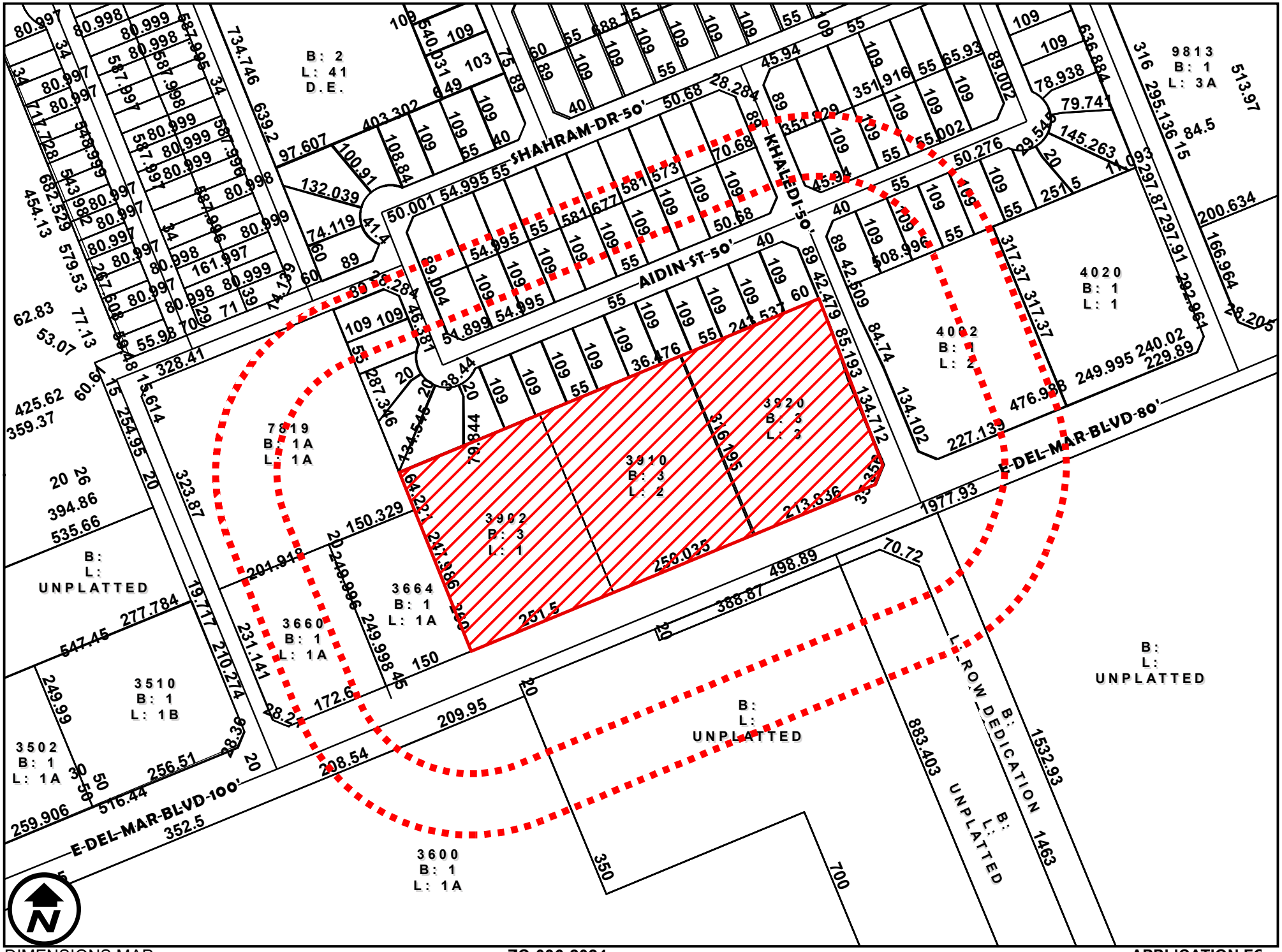


AERIAL MAP

1 inch = 200 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) T
C.U.P FOR BAR



DIMENSIONS MAP

1 inch = 200 feet

ZC-036-2024

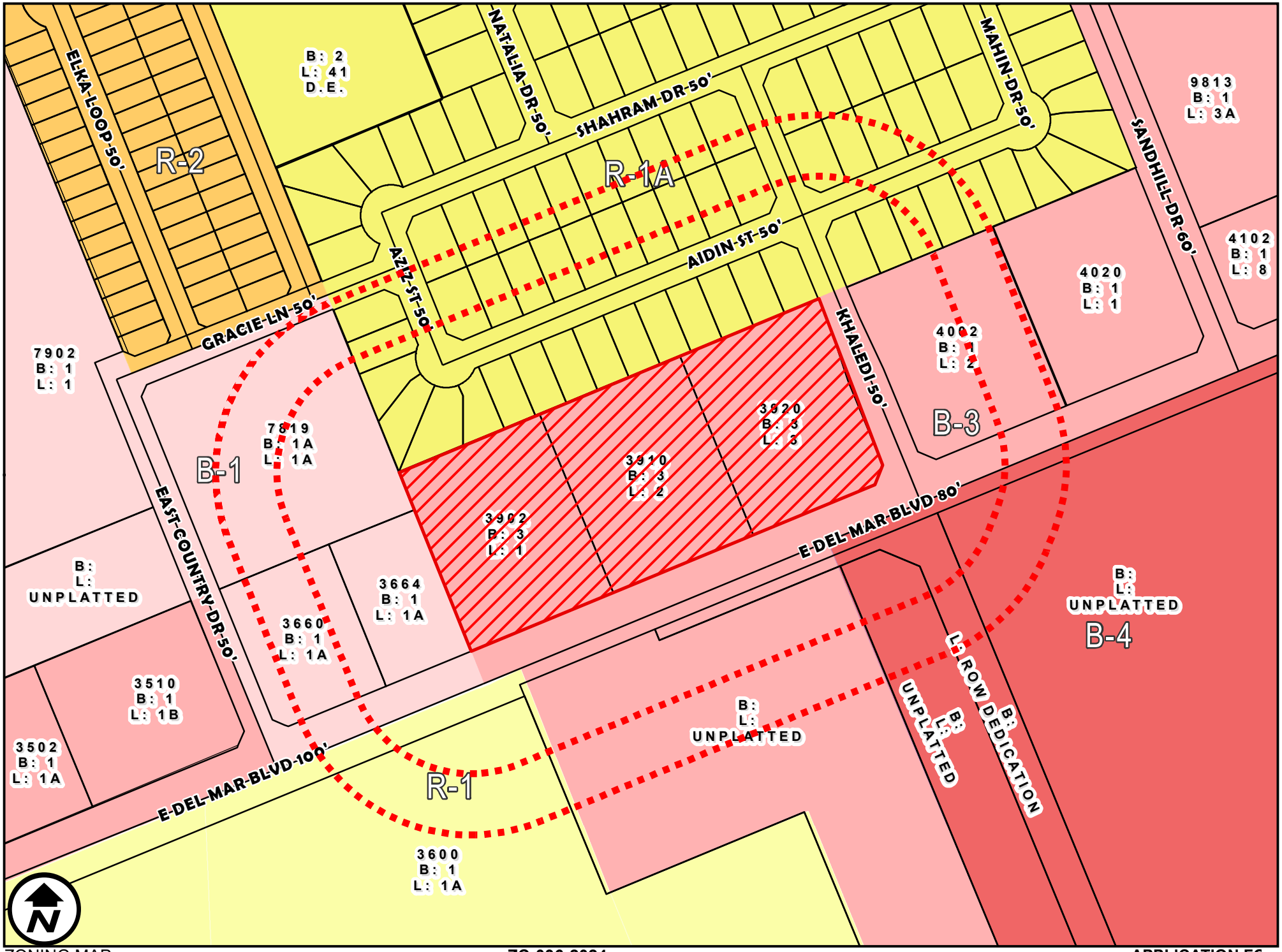
COUNCIL DISTRICT 6

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO

B-3 (COMMUNITY BUSINESS DISTRICT) TO

C.U.P FOR BAR

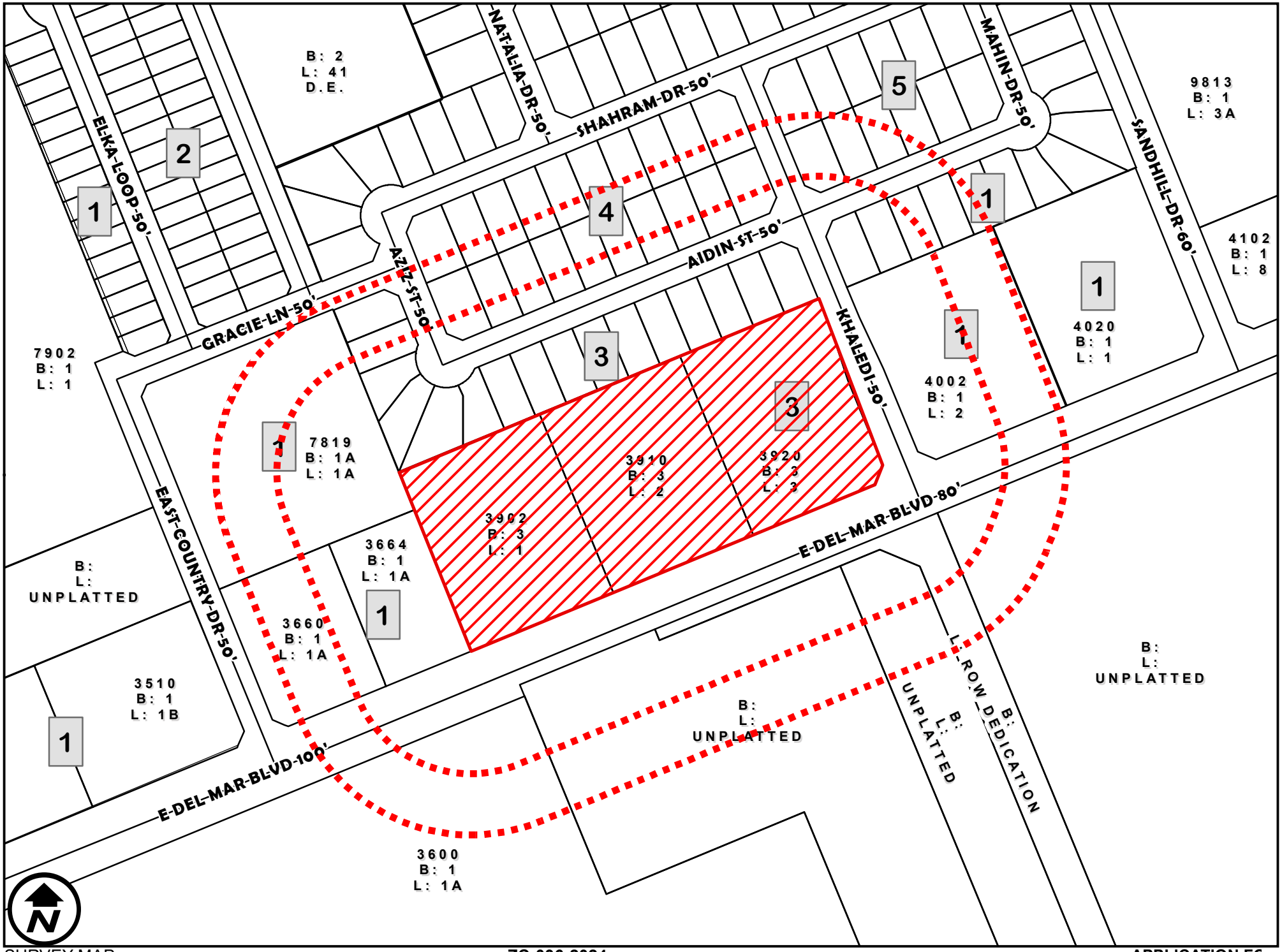


ZONING MAP

1 inch = 200 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

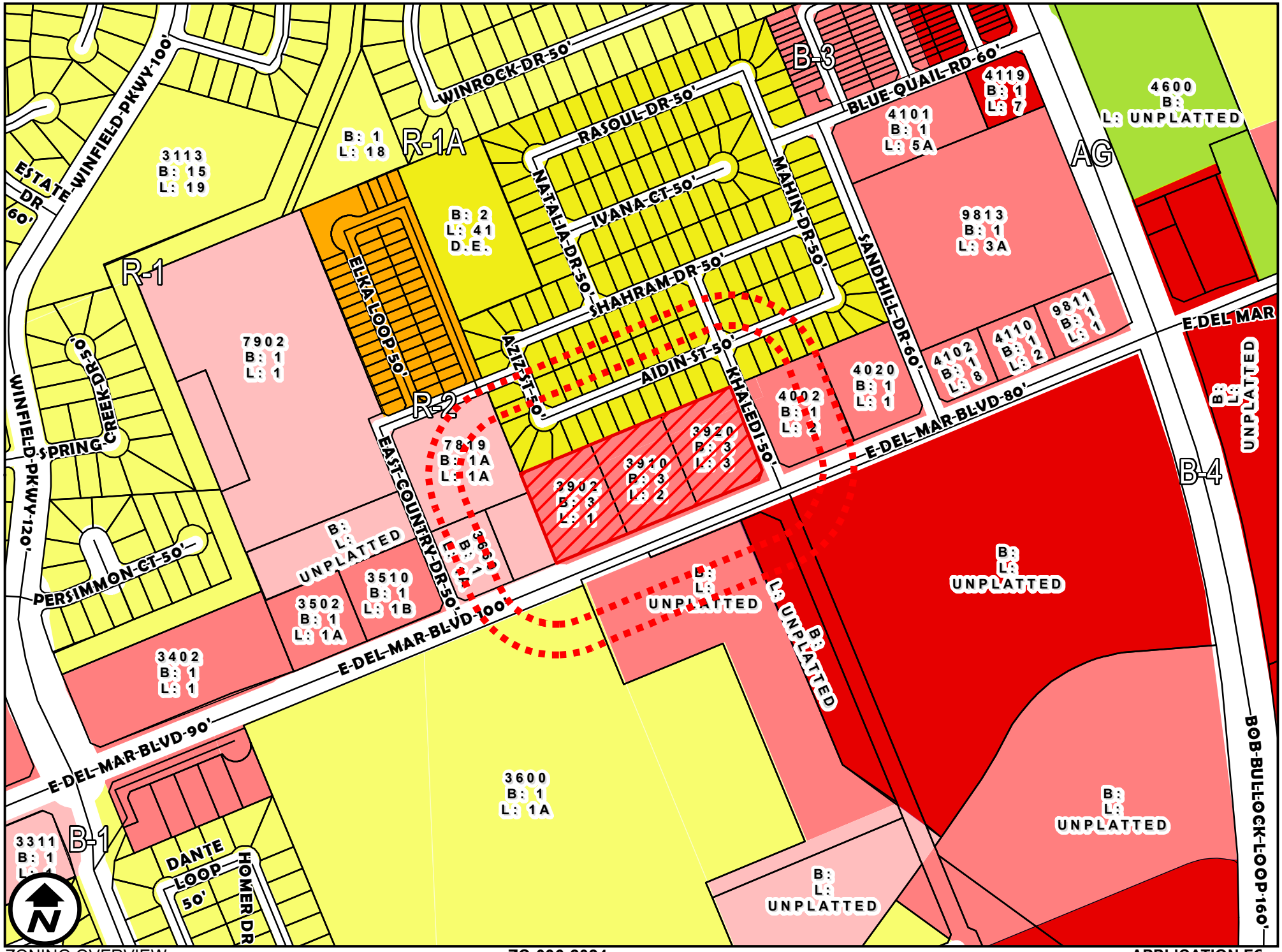


SURVEY MAP

1 inch = 200 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

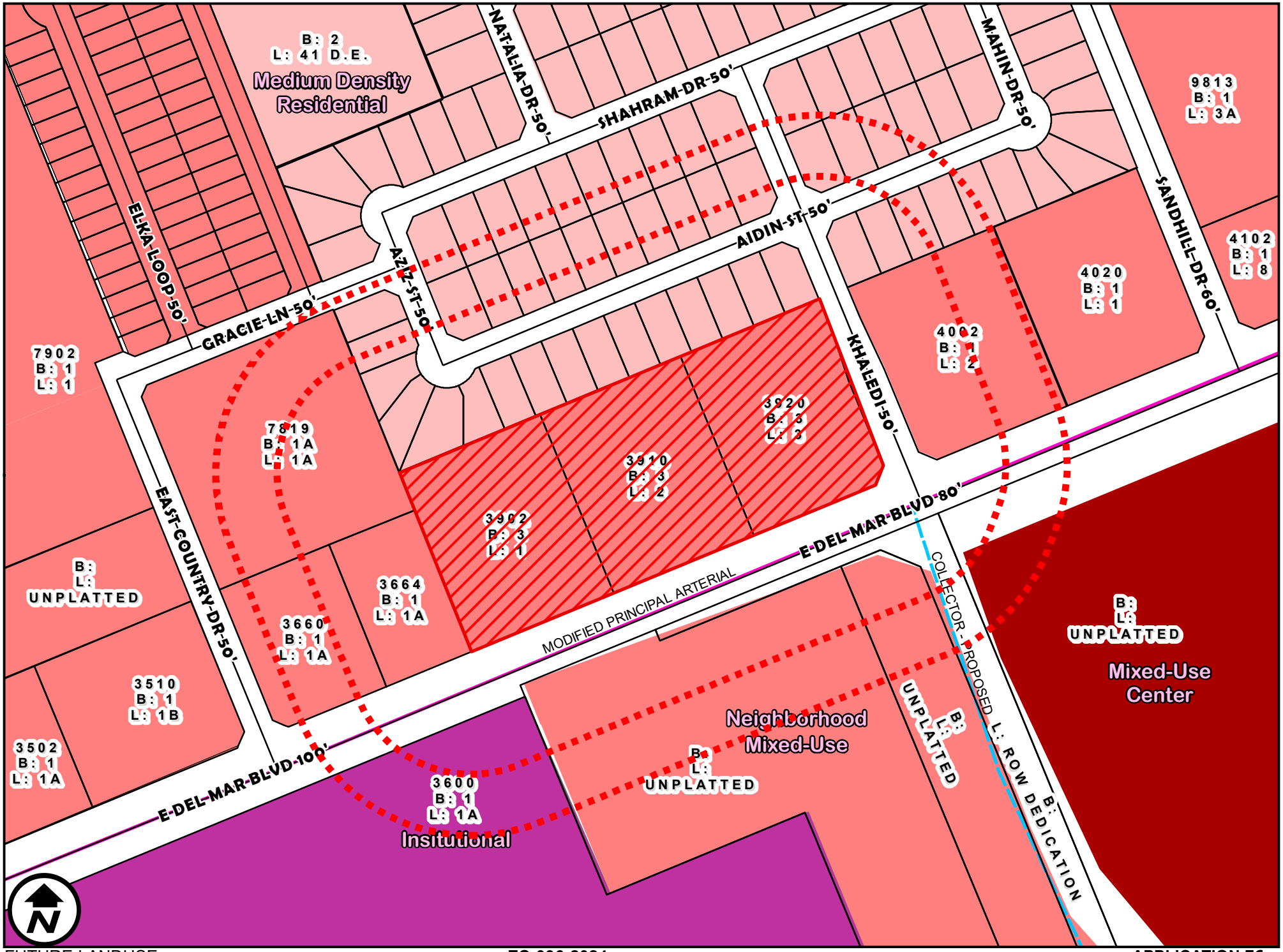


ZONING OVERVIEW

1 inch = 400 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) T
C.U.P FOR BAR

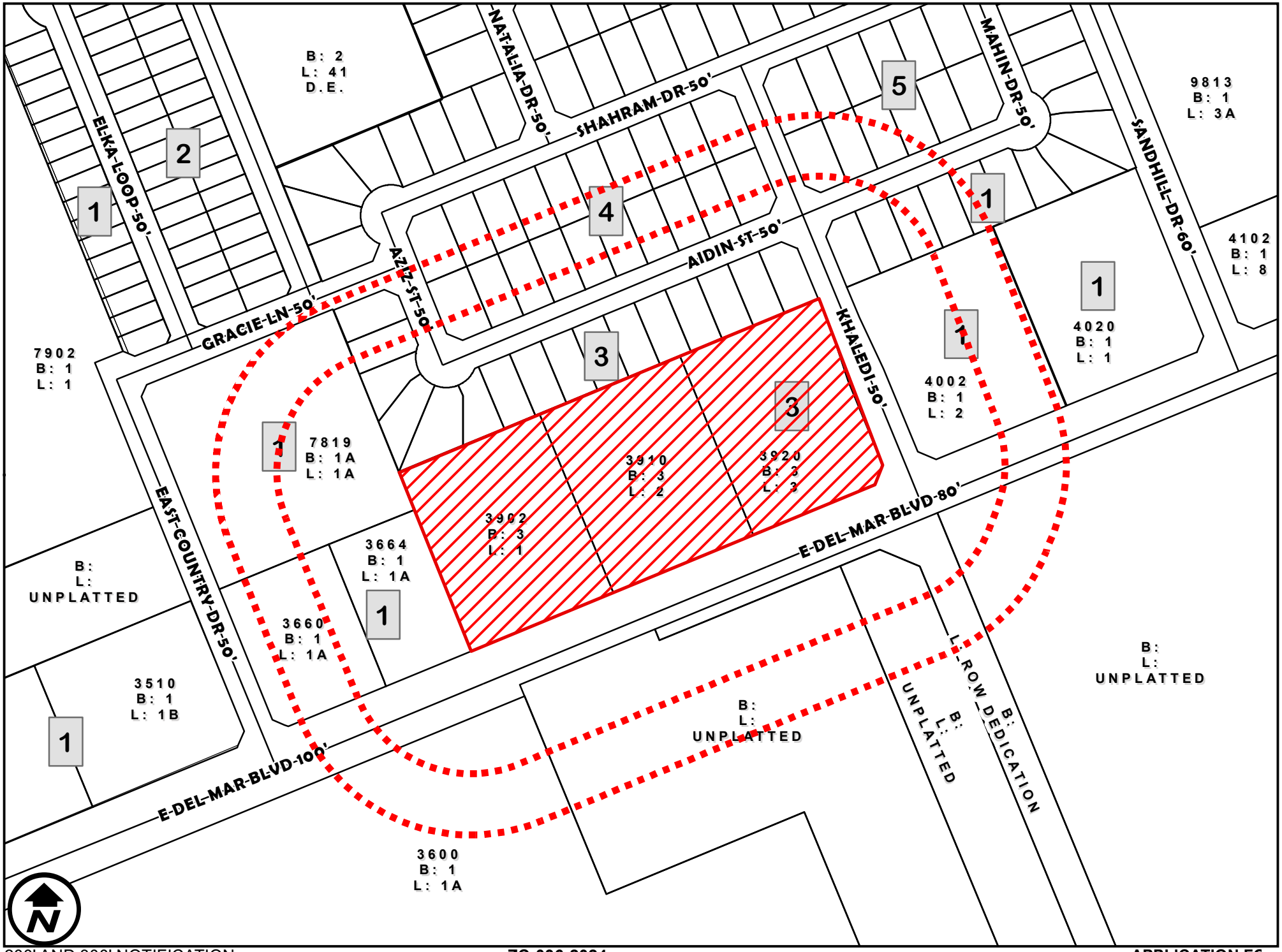


FUTURE LANDUSE

1 inch = 200 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) T
C.U.P FOR BAR



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-036-2024
COUNCIL DISTRICT 6
3902, 3910 AND 3920 EAST DEL MAR BOULEVARD, SUITES 109 AND 110

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

Business Narrative
CMR Investment Group, LLC
"Bear Hug"

Bear Hug is an upscale bar, focused on an elevated food and drink menu that will allow us to stand out as a premier destination for those seeking an exclusive dining and beverage experience in Laredo. It will operate mainly on a reservation only basis to ensure an intimate and high-quality experience, with open hours from 4 pm to 12 am Tuesday and Wednesdays, and extended hours from 4 pm to 2 am Thursday through Saturday. The establishment is designed with a luxurious indoor space for relaxed, comfortable seating and a dynamic outdoor patio that hosts acoustic live music, creating a perfect backdrop for social gatherings under the Laredo sky.

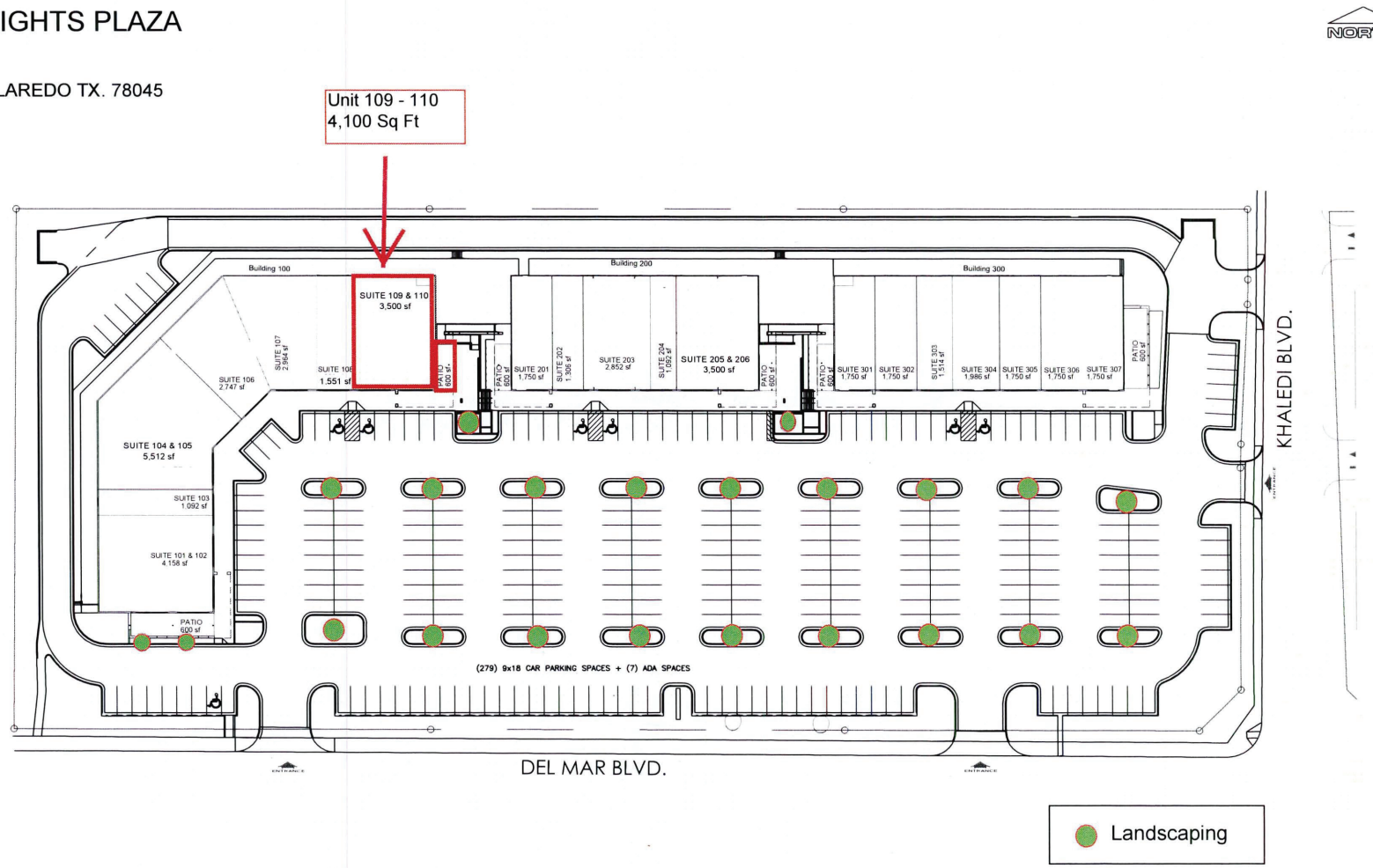
At the heart of Bear Hug's offerings is a menu of expertly crafted cocktails, developed and served by the acclaimed mixologist Cesar Martinez, known as "Cheese", whose reputation for excellence in drink creation adds to the bar's allure. The drink menu is paired with a selection of fine appetizers and entrees, each designed to complement each other. The bar's commitment to quality, combined with its strategic hours of operation, positions it as a unique option that balances the vibrancy of Las Vegas, the chic sophistication of NYC and exclusive atmosphere of a Chicago speakeasy.

Once operational, Bear Hug plans to employ 18-20 Full Time employees along with 4-6 Part-Time employees. The expected maximum number of patrons is 80 at a single time, to sustain a personal and unique service experience. Estimated parking needs during peak times are 12 – 14 parking spaces for employees and 40-50 for patron use.

EXHIBIT A

KHALEDI HEIGHTS PLAZA
SITE PLAN

3910 E. DEL MAR LAREDO TX. 78045



LEGAL DESCRIPTION OF THE SHOPPING CENTER

Approximately 44,274 square foot (excluding exterior patio/sitting areas) Shopping Center, commonly known as KHALEDI HEIGHTS PLAZA, on a tract of land more particularly described as Lots 1 and 2, Block 3, Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2 and more commonly known at 3910 E Del Mar Blvd, Laredo, TX 78041.

Khaledi Heights Plaza

3910 E Del Mar Blvd
Laredo, Texas 78041-6661

Building 100	Sq Ft	Patio Sq Ft	Business Names	Business Operation	Hours	DAYS OPEN
101-102	4,158	600	Barra 83 LLC	Restaurant & Bar	Not yet open	NOT OPEN
103	1,092		Vanish of Laredo LLC	Spa/Beauty Salon	10am - 5:30pm	M-F
104-105	6,539		Business Center Solution	Plaza Office	8am - 5 pm	M-F
106	2,747		SKG Homes	SKG Homes Office	8am - 5 pm	M-F
107	2,964		Trevino Haynes PLLC	Law Offices	8am - 5 pm	M-F
108	1,550		The Blow Out Dry Bar Inc.	Hair Salon / Hair Stylist	Not yet open	NOT OPEN
109-110	3,500	600	Unit being proposed for Permit			
Building 200						
201	1,750	600	Laredo Brewing Company LLC	Restaurant Serving Alcohol	12pm - 12am	M-Sat
202	1,306		De La Paz Cleaning and Rental Services	Cleaing Services	8am - 5pm	M-F
203	2,852		My Dress Inc.	Boutique	11am - 7pm	M-Sat
204	1,092		Picate Mucho LLC	Snacks Shop	2pm - 11am	Tues-Sun
205-206	3,500	600	Pro Mega Corporation (Santa Barra)	Restaurant	5pm - 12am	Tues-Sun
Building 300						
301	1,750	600	Gorilla Smoke And Grill Inc.	Restaurant	11am - 10pm	M-Sun
302	1,750		CMG Mortgage Inc.	Offices	8am-5pm	M-F
303	1,514		Chic & Charm Nails SPA LLC	Nail Salon	9:30am - 7pm	M-Sat
304	1,986		K Dup BAB LLC	Restaurant	5pm - 10pm	Tues-Sat
305	1,750		Luis Angel Saito	Martial Arts Studio	Not yet open	M-F
306-307	3,500	600	Triumfit LLC	Gym	7am - 9pm	M-Sat


110
- NOTICE -
AN APPLICATION TO SELL AND CONSUME ALCOHOLIC BEVERAGES IS PROPOSED FOR THIS LOCATION.
TYPE OF LICENSE/PERMIT:
NAME OF APPLICANT:
ADDRESS OF APPLICANT:
ZC-030-2024
ATTENTION
PROPOSED (Bar)
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2017-O-154

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 1, 2, & 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, LOCATED AT 3910 E DEL MAR BOULEVARD, UNIT 3 SUITE 304; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 1, 2 & 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Boulevard, Unit 3 Suite 304, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 16, 2017, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 1, 2 & 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Boulevard, Unit 3 Suite 304.

Section 2: The Special Use Permit is restricted to the following provisions:

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Khaledi Commercial Investments LP. / Edward A. Beckelhymer; Korean BBQ LLC. /Jong Wong Park & Yoon K. Park, for BBQ Park, and is non-transferable.
2. The Special Use Permit is restricted to 1,986 S.F. of interior space, eating area on Building 300, Suite 304 as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.(midnight), as per Exhibit "B".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non--compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use

Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section
24.93.12 (b) (l)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (l)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 27 DAY OF November, 2017.

PETE SAENZ
MAYOR

ATTEST:

JOSE A VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
ACTING CITY ATTORNEY

ADRESS:
3910 E. DEL MAR BLVD
LAREDO, TX. 78045
PARKING:
281 SPACES
7 HANDICAPS

PROPOSED SUITES:
UNIT #304
APROX:3,500 S.F. AREA (1,986 S.F.)

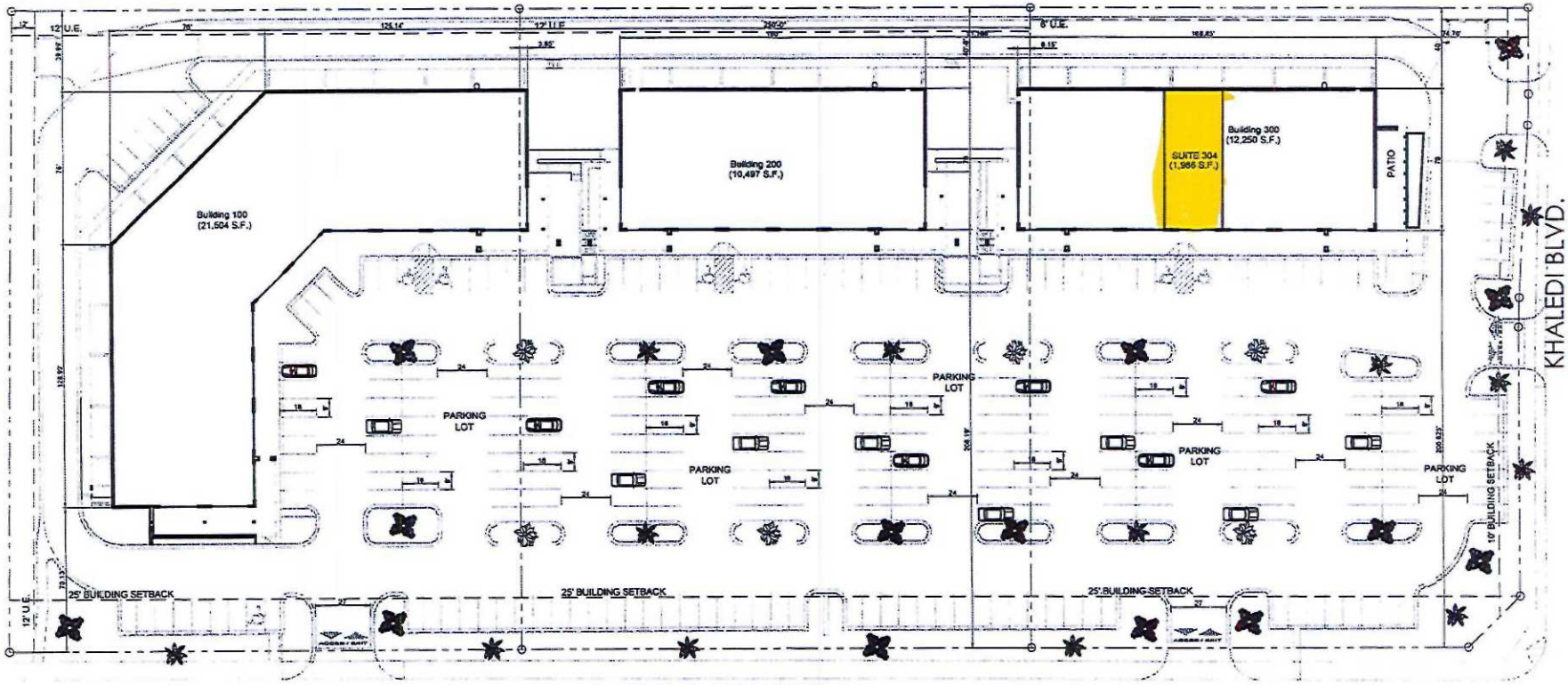
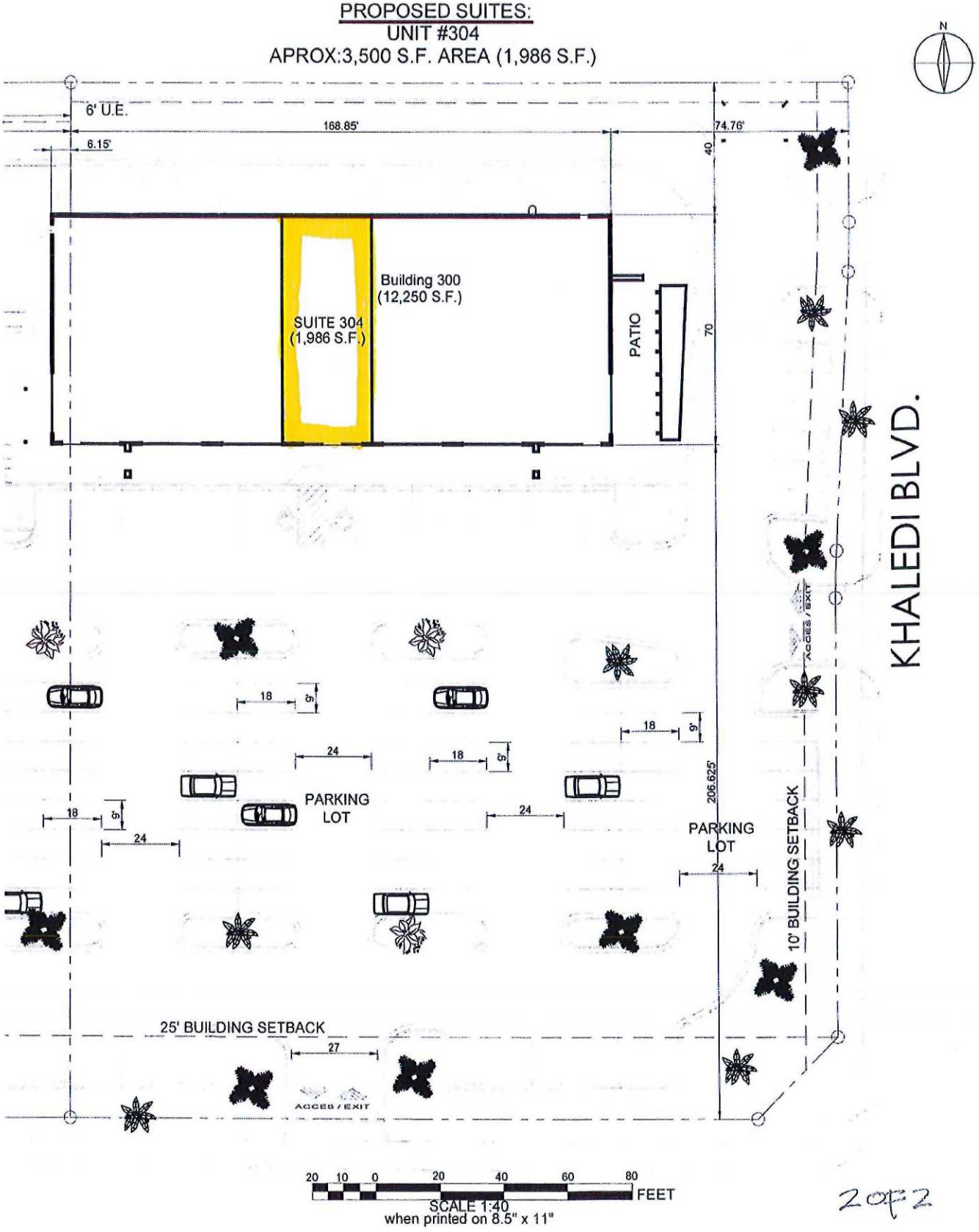


Exhibit A
1 of 2

PROPOSED SUITES:
UNIT #304
APROX:3,500 S.F. AREA (1,986 S.F.)



2 of 2

Applicant : Korean BBQ/ DBA BBQ Park

Applicant: Korean BBQ / DBA BBQ Park

Address: 3910 E. Del Mar Blvd. Suite 304

Laredo, TX 78045

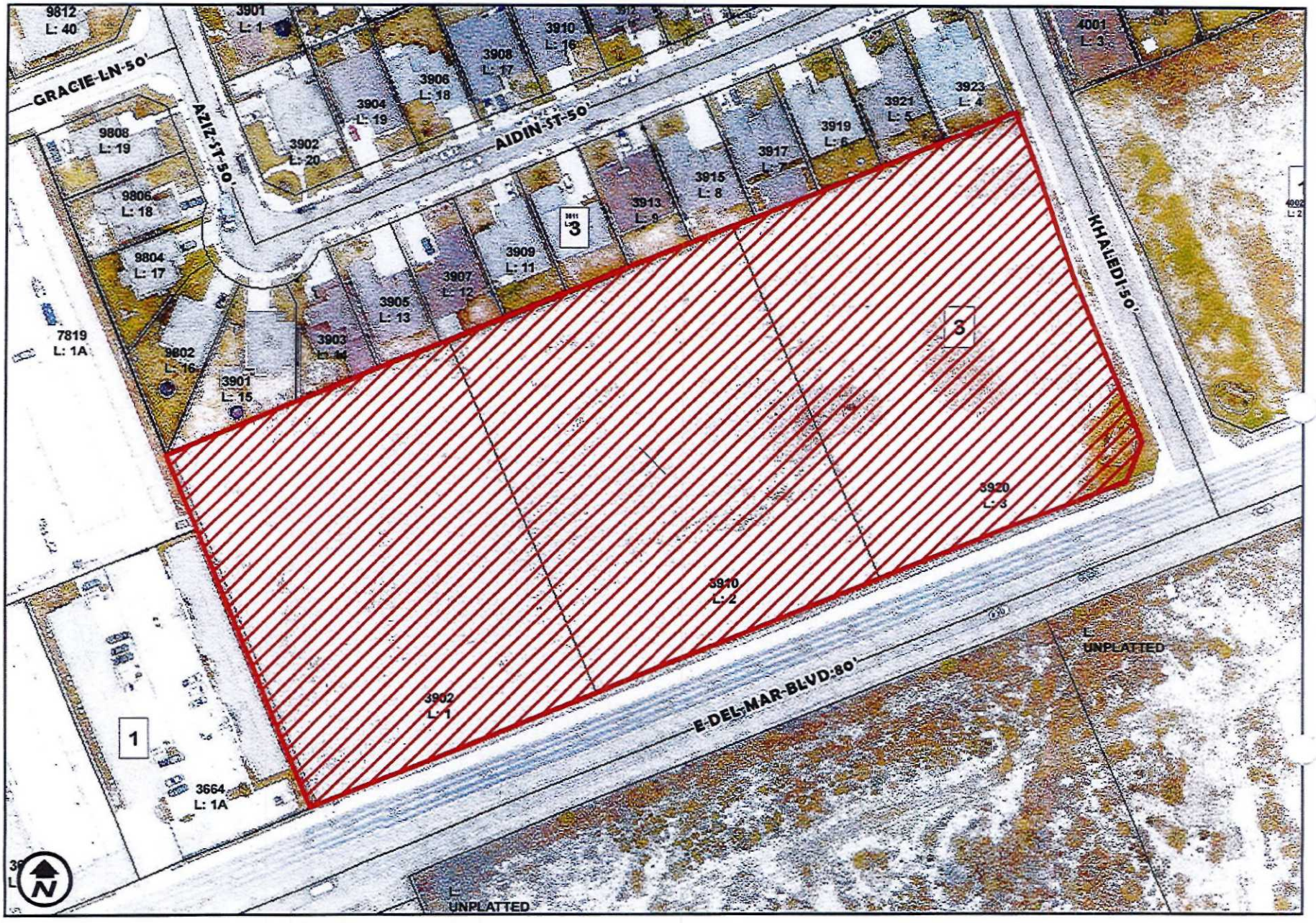
Type of SPU requested: Restaurant

We are applying for the Special Use Permit for our new restaurant. Our restaurant will be a family restaurant and this Special Use Permit will be used to serve our customers for variety of beer and wine with our foods. If you have any questions or comments, please contact us at jay1018us@gmail.com any time. Thank you.

Our business hours will be 11:00am to 12:00a.m. on Monday to Saturday. Our employees will be 5 or more/less.

Yoon K. Park

Exhibit B



AERIAL MAP
1 inch = 100 feet

ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP
1 inch = 100 feet

ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304

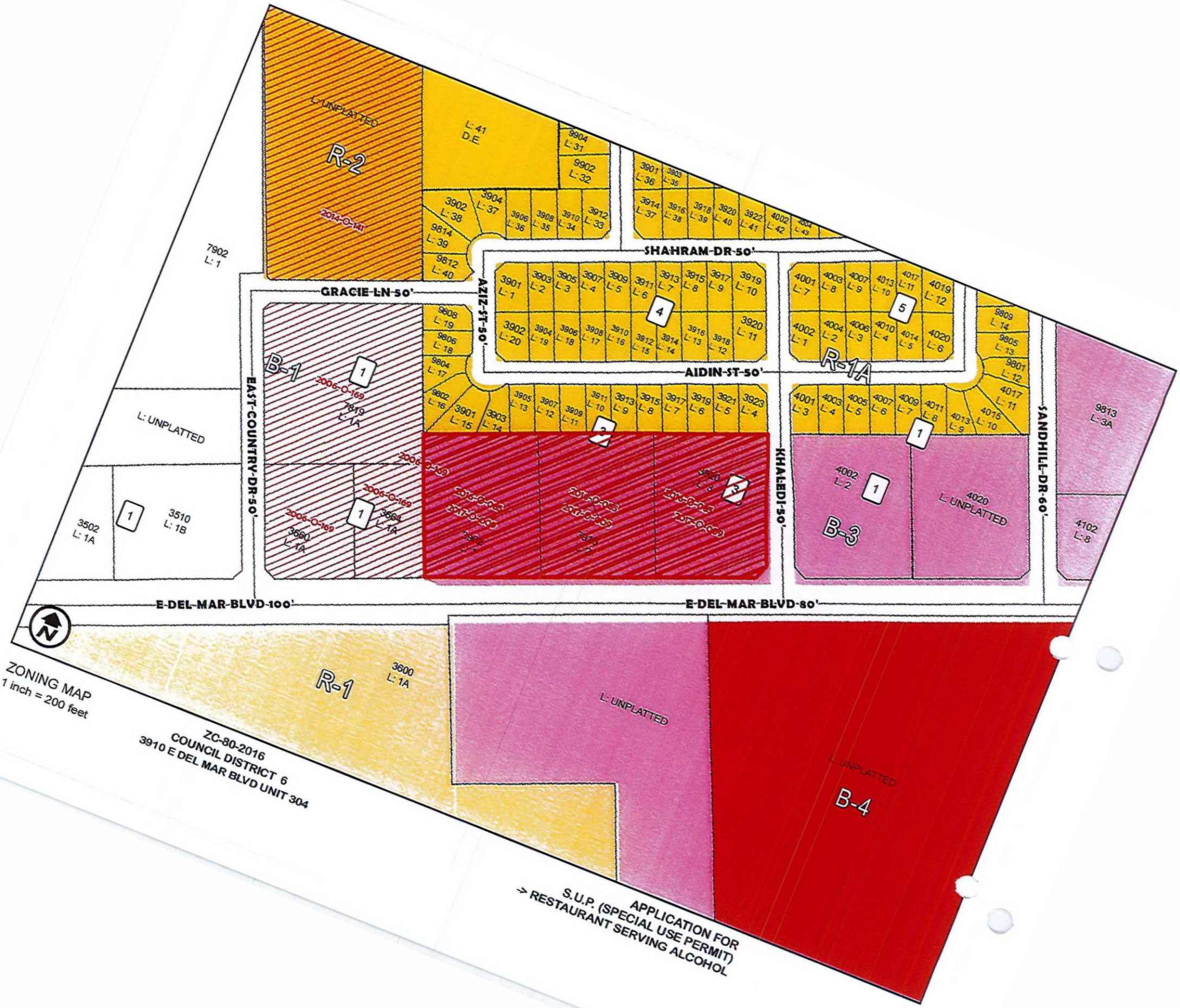
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



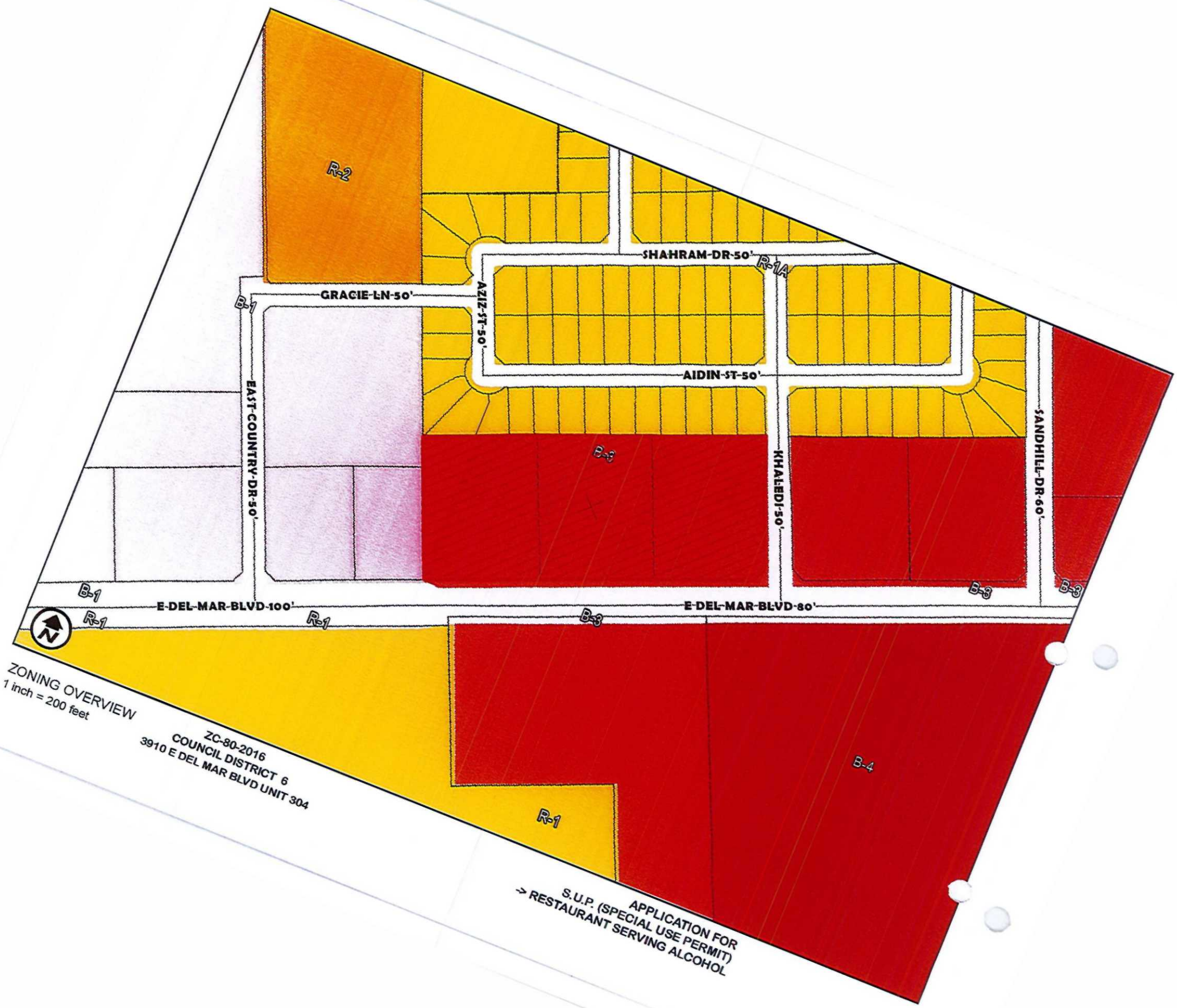
MEASUREMENTS
1 inch = 117 feet

ZC-80-2017
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL


L: UNPLATTED
R-2
2014-O-141
L: 41
D.E.
9904
L: 31
9902
L: 32
3902
L: 38
3904
L: 37
3906
L: 36
3908
L: 35
3910
L: 34
3912
L: 33
9814
L: 39
9812
L: 40
7902
L: 1
SHAHRAM-DR-50'
3901
L: 36
3903
L: 35
3914
L: 37
3916
L: 38
3918
L: 39
3920
L: 40
3922
L: 41
4002
L: 42
GRACIE-LN-50'
AZIZ-ST-50'
3901
L: 1
3903
L: 2
3905
L: 3
3907
L: 4
3909
L: 5
3911
L: 6
3913
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3919
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3902
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3904
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3916
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3918
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4007
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4013
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4017
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4019
L: 12
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4002
L: 1
4004
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4006
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4010
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4014
L: 5
4020
L: 6
R-1A
9809
L: 14
9805
L: 13
9801
L: 12
4017
L: 11
4015
L: 10
AIDIN-ST-50'
B-1
1
2006-O-169
7819
L: 1A
9808
L: 19
9806
L: 18
9804
L: 17
9802
L: 16
3901
L: 15
3903
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4007
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4009
L: 7
4011
L: 8
4013
L: 9
EAST-COUNTRY-DR-50'
KHALEDI-50'
SANDHILL-DR-60'
9813
L: 3A
4102
L: 8
4002
L: 2
4020
L: UNPLATTED
B-3
L: UNPLATTED
3502
L: 1A
3510
L: 1B
3664
L: 1A
3660
L: 1A
E-DEL-MAR-BLVD-100'
E-DEL-MAR-BLVD-80'
N
ZONING MAP
1 inch = 200 feet
R-1
3600
L: 1A
L: UNPLATTED
L: UNPLATTED
B-4
ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

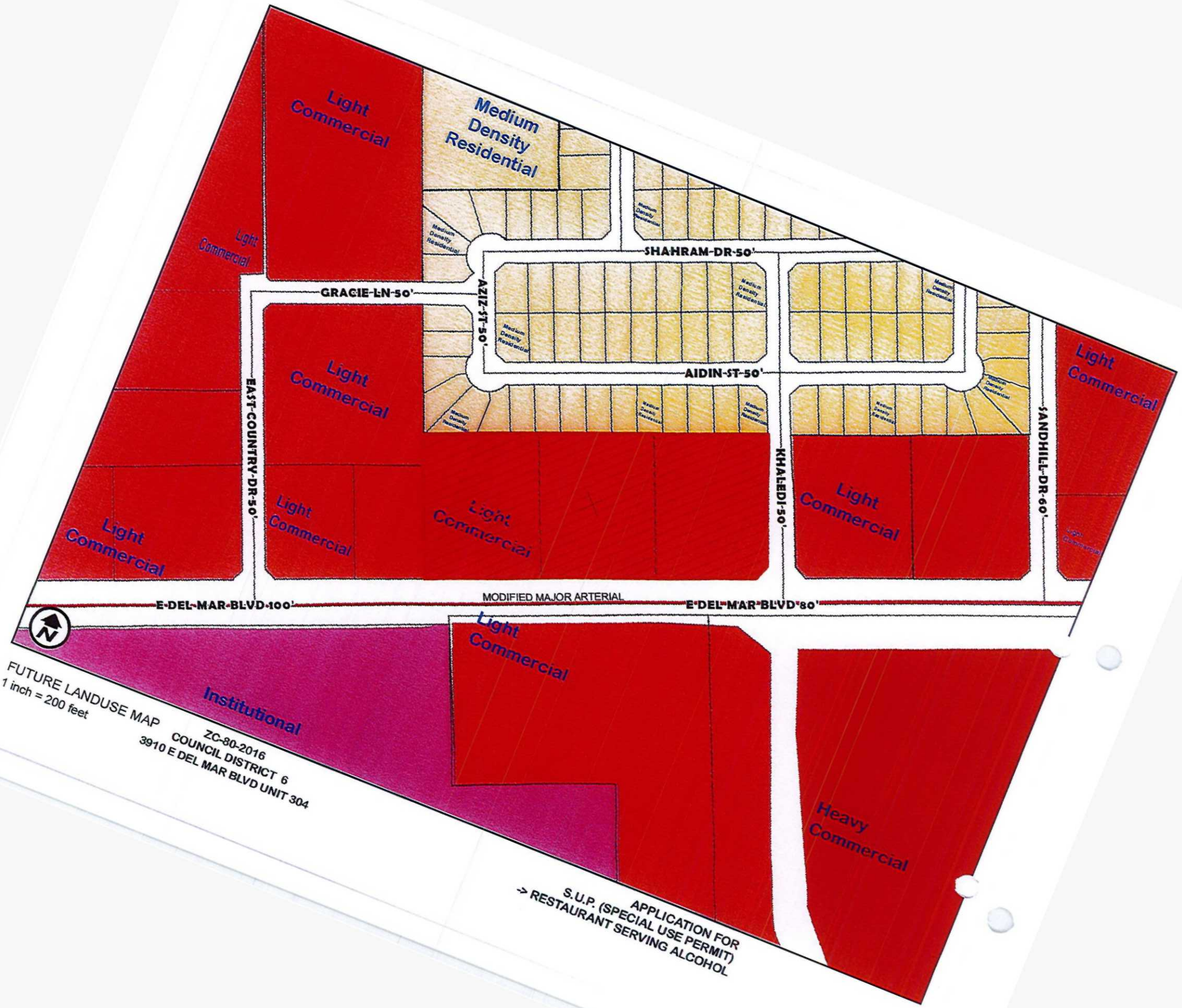

R-2
L: UNPLATTED
L: 41
D.E
9904
L: 31
9902
L: 32
7902
L: 1
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3904
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4002
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4004
L: 43
SHAHRAM-DR-50'
GRACIE-LN-50'
AZIZ-ST-50'
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3917
L: 7
3919
L: 6
3921
L: 5
3923
L: 4
3
R-2
B-1
7819
L: 1A
1
EAST-COUNTRY-DR-50'
L: UNPLATTED
KHALEDI-50'
SANDHILL-DR-60'
9813
L: 3A
B-3
4102
L: 8
3502
L: 1A
3510
L: 1B
3660
L: 1A
3664
L: 1A
3902
L: 1
3910
L: 2
3920
L: 3
B-2
4002
L: 2
4020
L: UNPLATTED
E-DEL-MAR-BLVD-100'
E-DEL-MAR-BLVD-80'
N
R-1
3600
L: 1A
B-3
L: UNPLATTED
B-4
L: UNPLATTED
ZONING MAP
1 inch = 200 feet
ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

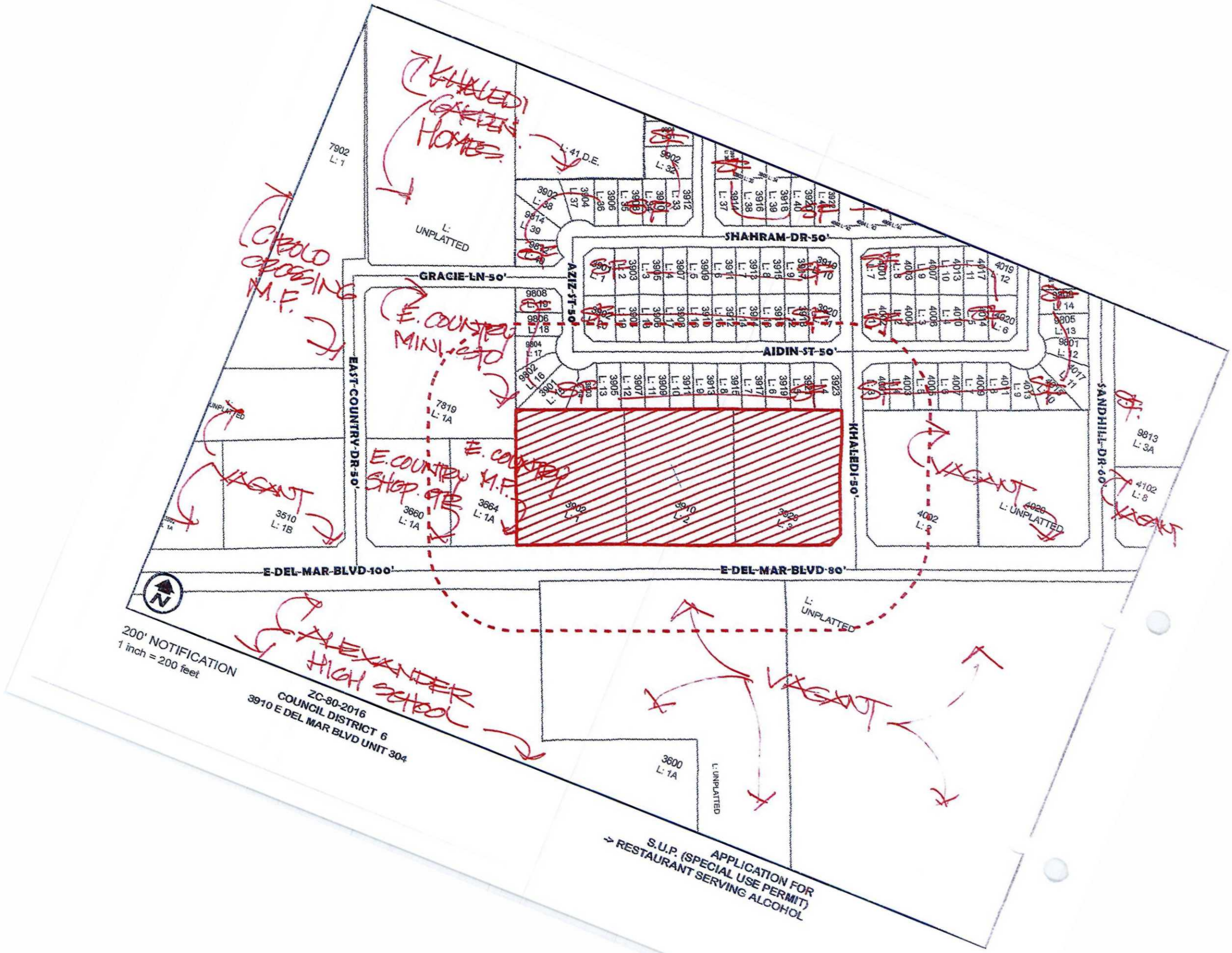


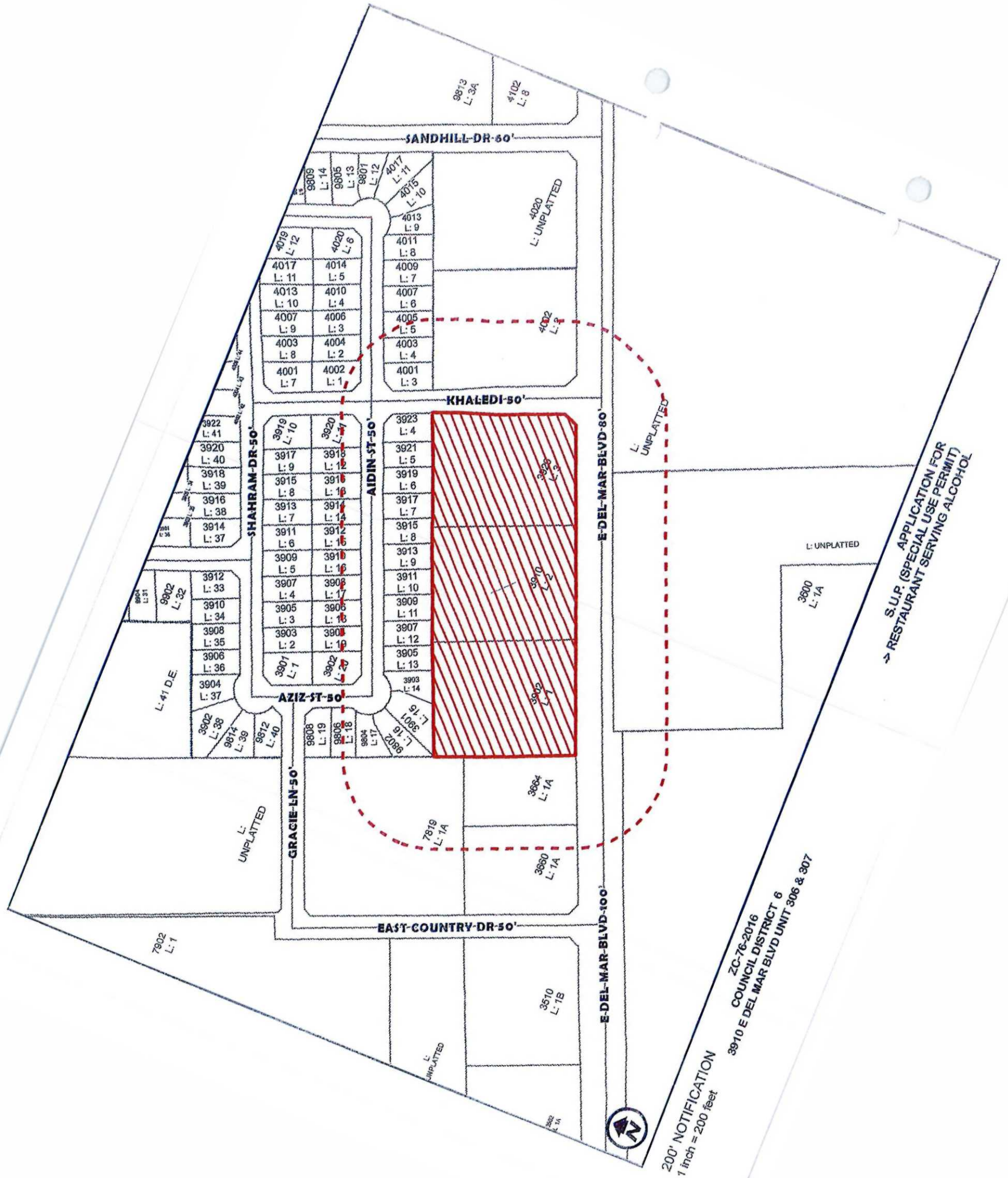
ZONING OVERVIEW
1 inch = 200 feet

ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL


Light Commercial
Medium Density Residential
Light Commercial
SHAHRAM-DR-50'
GRACIE-LN-50'
AZIZ-ST-50'
Medium Density Residential
Light Commercial
AIDIN-ST-50'
EAST-COUNTRY-DR-50'
KHALEDI-50'
SANDHILL-DR-60'
Light Commercial
Light Commercial
Light Commercial
Light Commercial
Light Commercial
MODIFIED MAJOR ARTERIAL
E-DEL-MAR-BLVD-100'
E-DEL-MAR-BLVD-80'
N
Light Commercial
Institutional
Heavy Commercial
FUTURE LANDUSE MAP
1 inch = 200 feet
ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL


KHALEDI GARDEN HOMES
CHELLO CROSSING M.F.
E. COUNTRY MINI-250
E. COUNTRY SHOP. 9TH
E. COUNTRY M.F.
VACANT
ALEXANDER HIGH SCHOOL
VACANT
7902 L: 1
L: UNPLATTED
L: 41 D.E.
9902 L: 37
3902 L: 38
9814 L: 39
9812 L: 40
3912 L: 33
3910 L: 34
3908 L: 35
3906 L: 36
3904 L: 37
3914 L: 37
3916 L: 38
3918 L: 39
3920 L: 40
3922 L: 41
SHAHRAM-DR-50'
AZIZ-ST-50'
GRACIE-LN-50'
AIDIN-ST-50'
EAST-COUNTRY-DR-50'
KHALEDI-50'
SANDHILL-DR-60'
E-DEL-MAR-BLVD-100'
E-DEL-MAR-BLVD-80'
7819 L: 1A
3660 L: 1A
3664 L: 1A
3510 L: 1B
3902 L: 1
3910 L: 2
3920 L: 3
4002 L: 2
4020 L: UNPLATTED
9813 L: 3A
4102 L: 8
3600 L: 1A
L: UNPLATTED
200' NOTIFICATION
1 inch = 200 feet
ZC-80-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 304
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL


SANDHILL-DR-60'
KHALEDI-50'
AZIZ-ST-50'
GRACIE-LN-50'
EAST-COUNTRY-DR-50'
SHAHRAM-DR-50'
AIDIN-ST-50'
E-DEL-MAR-BLVD-80'
E-DEL-MAR-BLVD-100'
4020 L: UNPLATTED
4002 L: 3
3920 L: 3
3910 L: 2
3902 L: 1
L: UNPLATTED
L: 41 D.E.
3660 L: 1A
7819 L: 1A
3510 L: 1B
7902 L: 1
ZC-76-2016
COUNCIL DISTRICT 6
3910 E DEL MAR BLVD UNIT 306 & 307
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL
200' NOTIFICATION
1 inch = 200 feet

ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol



ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol



ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol



ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol



ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol





ZC-80-2017
3910 E Del Mar Blvd. Suite 304
B3 to SUP for a Restaurant/Selling/Alcohol









Final Reading of Ordinances 15.

City Council-Regular
Meeting Date: 11/06/2017
Initiated By: Horacio A. De Leon, City Manager
Initiated By: Khaledi Commercial Investments LP. / Edward A. Beckelhymer, Owner; Korean BBQ LLC DBA BBQ Park/Jong Wong Park & Yoon K. Park, Applicants

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2017-O-154 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 1, 2, and 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Blvd., Unit 3, Suite 304; providing for publication and effective date.
ZC-80-2017

District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of October 16, 2017.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Restaurant Serving Alcohol

Site: Commercial Plaza (23 Suites, Costa Grill, KRK Offices and vacant suites).

Surrounding land uses: Abutting the property to the north is residential uses (Khaledi Garden Homes). West of the property are East Country Mini-Storage, East Country Village Apartments, vacant lots, and East Country Shopping Center and Cibolo Crossing Apartments. East of the property are vacant lots and single family residential uses. South of the property is vacant undeveloped land and Alexander High School.

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard

as a Modified Major Arterial. Khaledi St. is not identified in the Plan.

Letters sent to surrounding property owners: 56
In Favor: 1
Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP is appropriate at this location because is in conformance with the Comprehensive Plan's designation for the area as Light Commercial.
2. The proposed location meets the distance requirements as per Ordinance 2013-O-005.
3. The proposed SUP for a restaurant selling alcohol is compatible with the existing zones and surrounded uses in this section of Del Mar Blvd.

4. The proposed location meets parking requirements as per current uses within the property.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Khaledi Commercial Investments LP. / Edward A. Beckelhymer; Korean BBQ LLC. /Jong Wong Park & Yoon K. Park, for BBQ Park,and is non-transferable.
2. The Special Use Permit is restricted to 1,986 S.F. of interior space, eating area on Building 300, Suites 304 as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00

a.m.(midnight), as per Exhibit "B".

4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2017-O-154
Exhibits A & B
Color Maps
Color Pictures

ORDINANCE NO. 2021-O-074

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL, ON LOTS 1, 2, AND 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, LOCATED AT 3910 E DEL MAR BLVD., UNIT 3, FOR SUITE 201 ONLY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Restaurant Serving Alcohol, on Lots 1, 2, and 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Blvd., Unit 3, for Suite 201 only; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 25, 2021; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on March 29, 2021, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 1, 2, and 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Blvd., Unit 3, for Suite 201 only.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Laredo Brewing Company LLC, Rodrigo Marroquin, owner and is non-transferable.

2. The Special Use Permit is restricted to the 1,750 sq. ft. of interior space, plus the 600 sq. ft of outdoor eating area of Building 200, Suite 201, as per the attached site plan, Exhibit "A", which is part hereof for all purposes.

3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Sunday through Wednesday from 10:00 a.m. through 10:00 p.m., and Thursday through Saturday, 10:00 a.m. to 12:00 (midnight).

4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full-service menu.

9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.

12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.

14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.

C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written

notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6 DAY OF April, 2021.

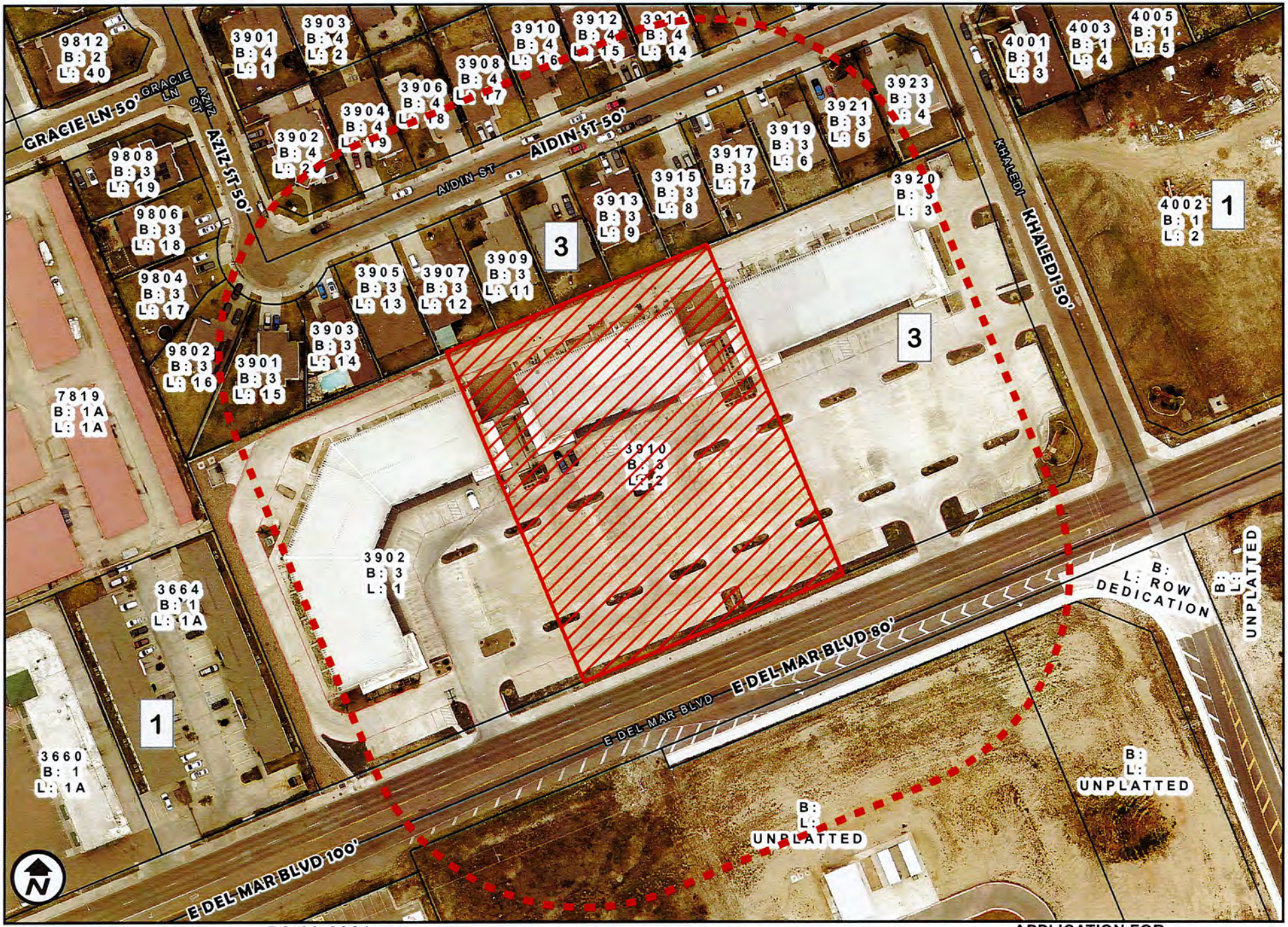
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

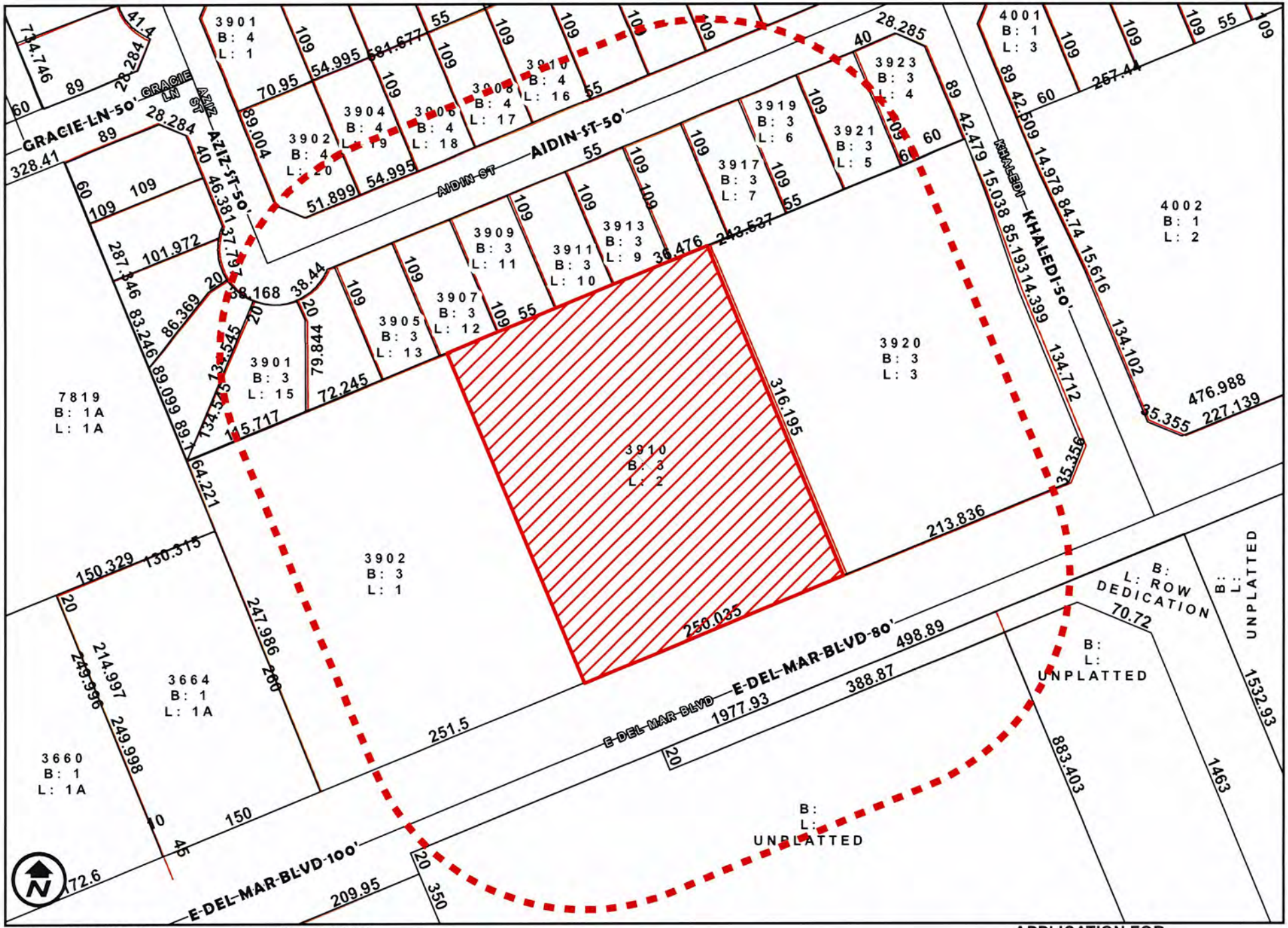
RENE BENAVIDES
CITY ATTORNEY



AERIAL MAP
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

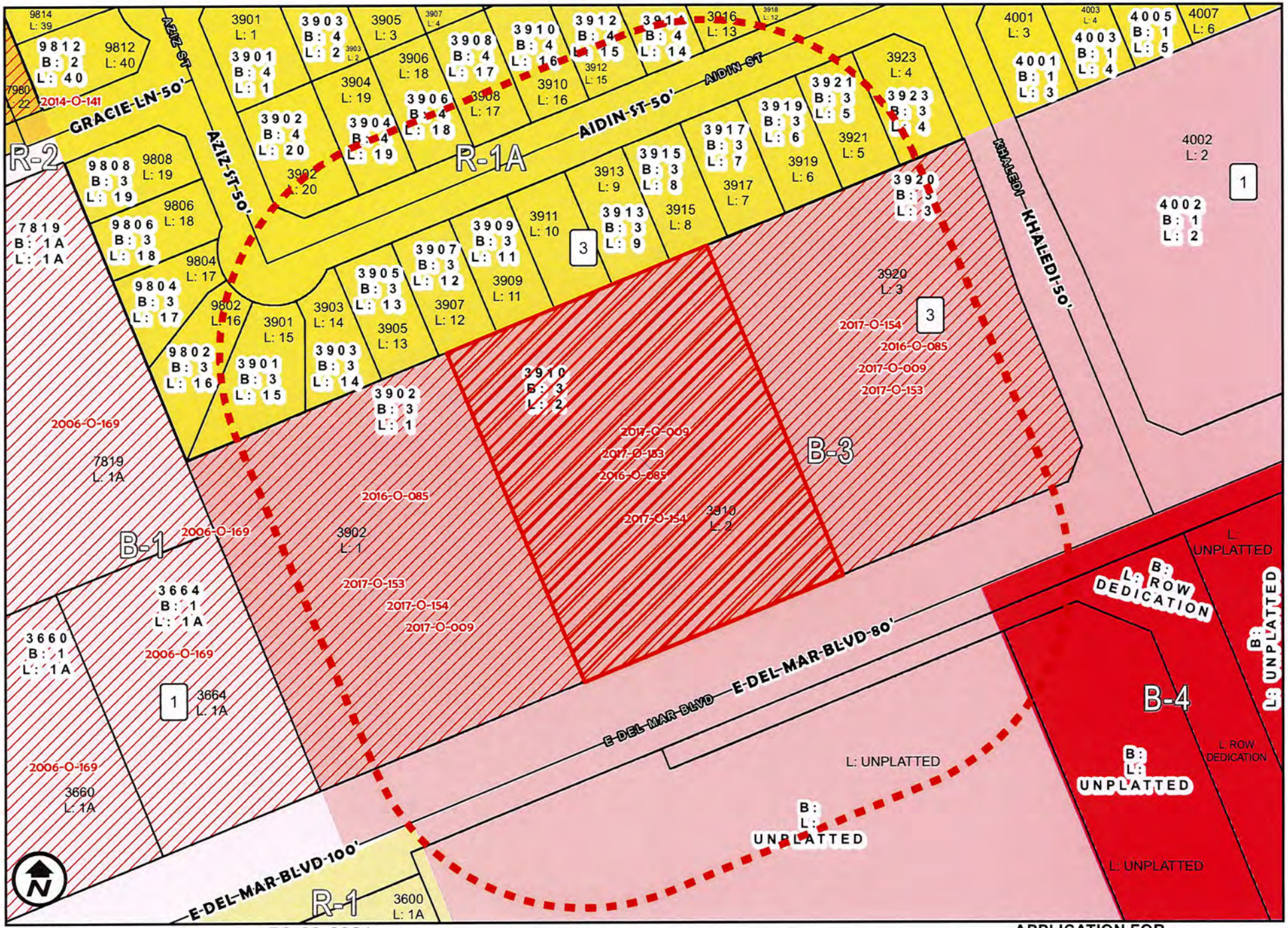
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



DIMENSIONS MAP
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

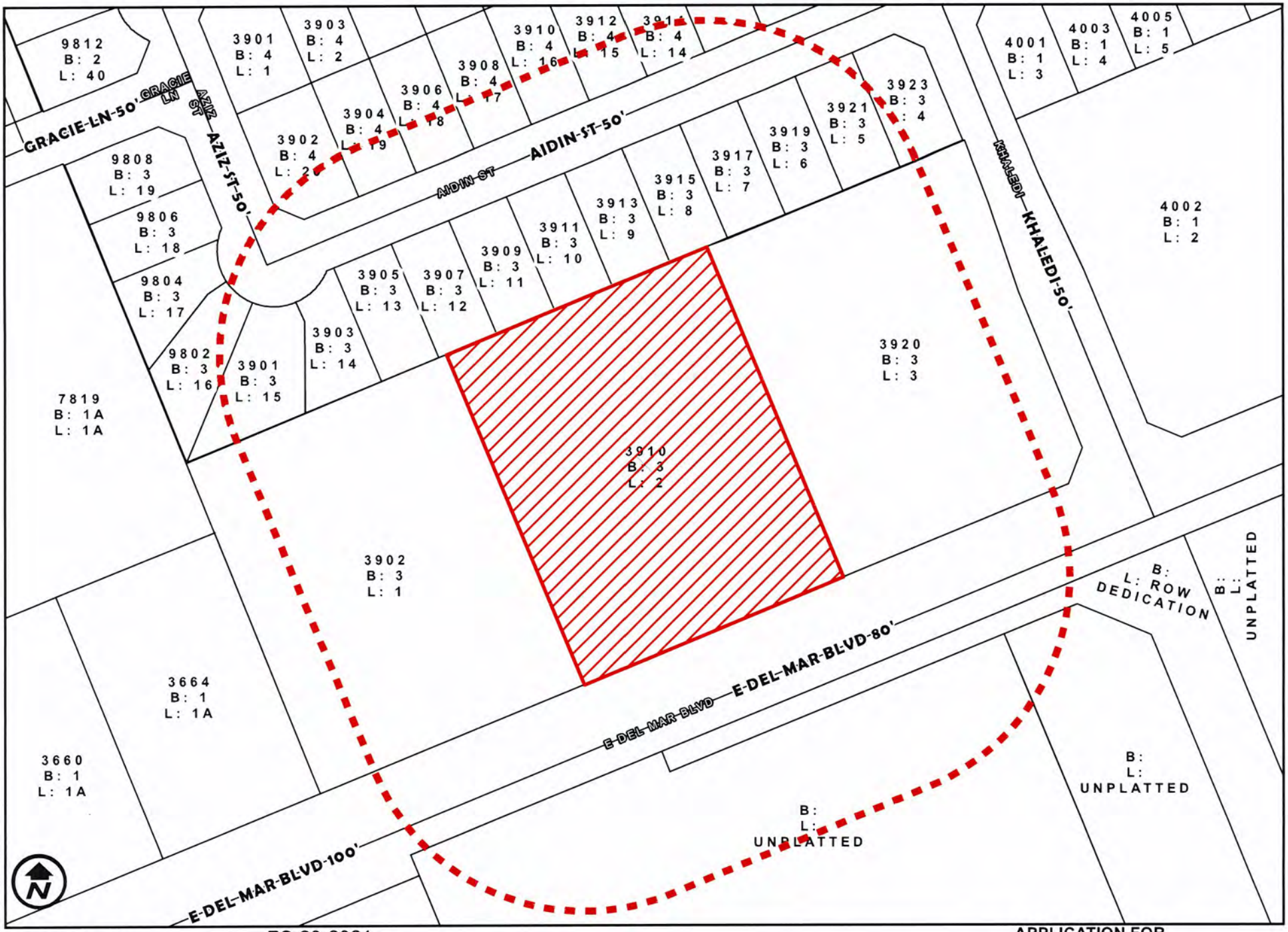
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



ZONING MAP
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

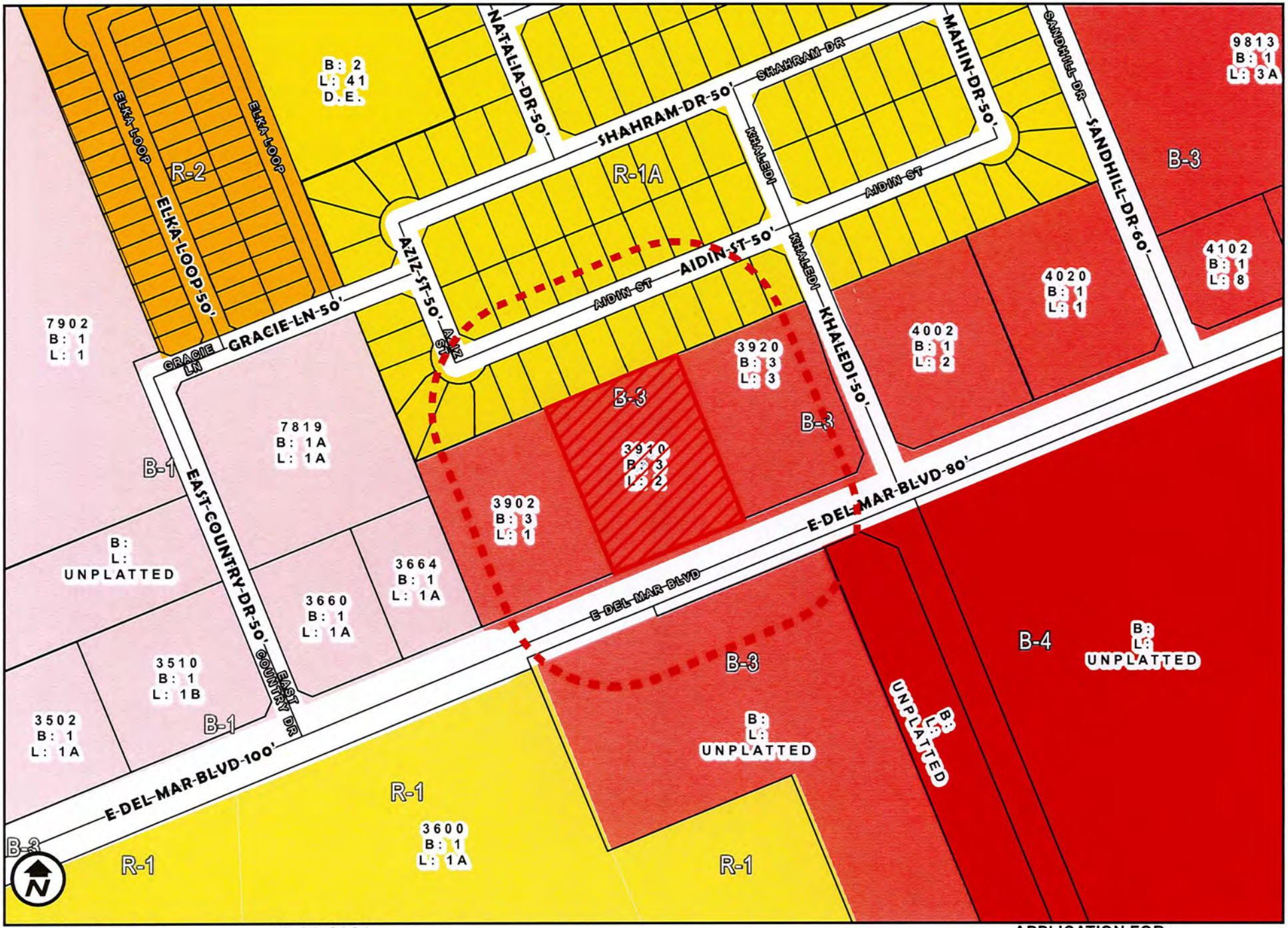
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



SURVEY MAP
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

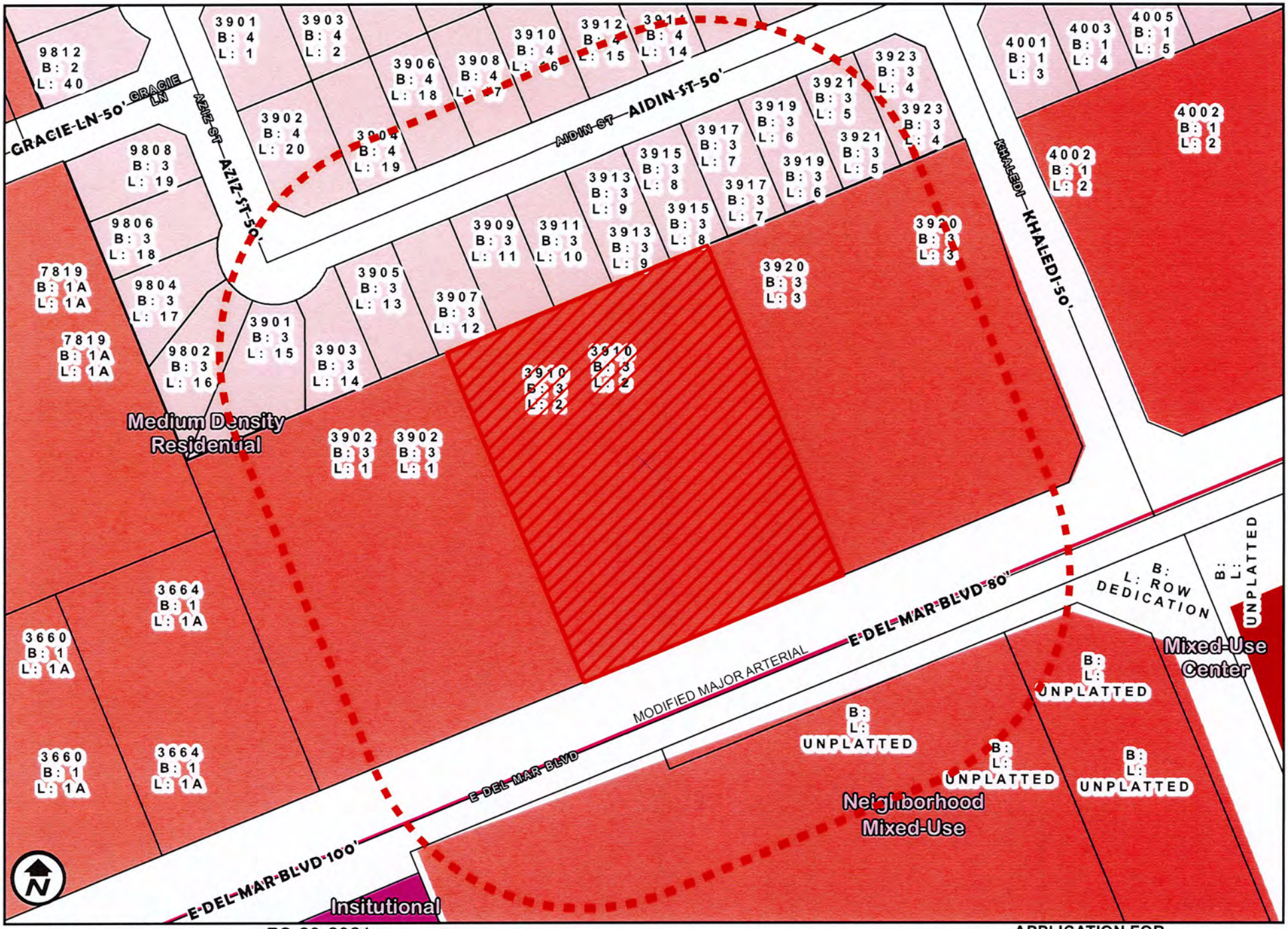
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



ZONING OVERVIEW
1 inch = 217 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

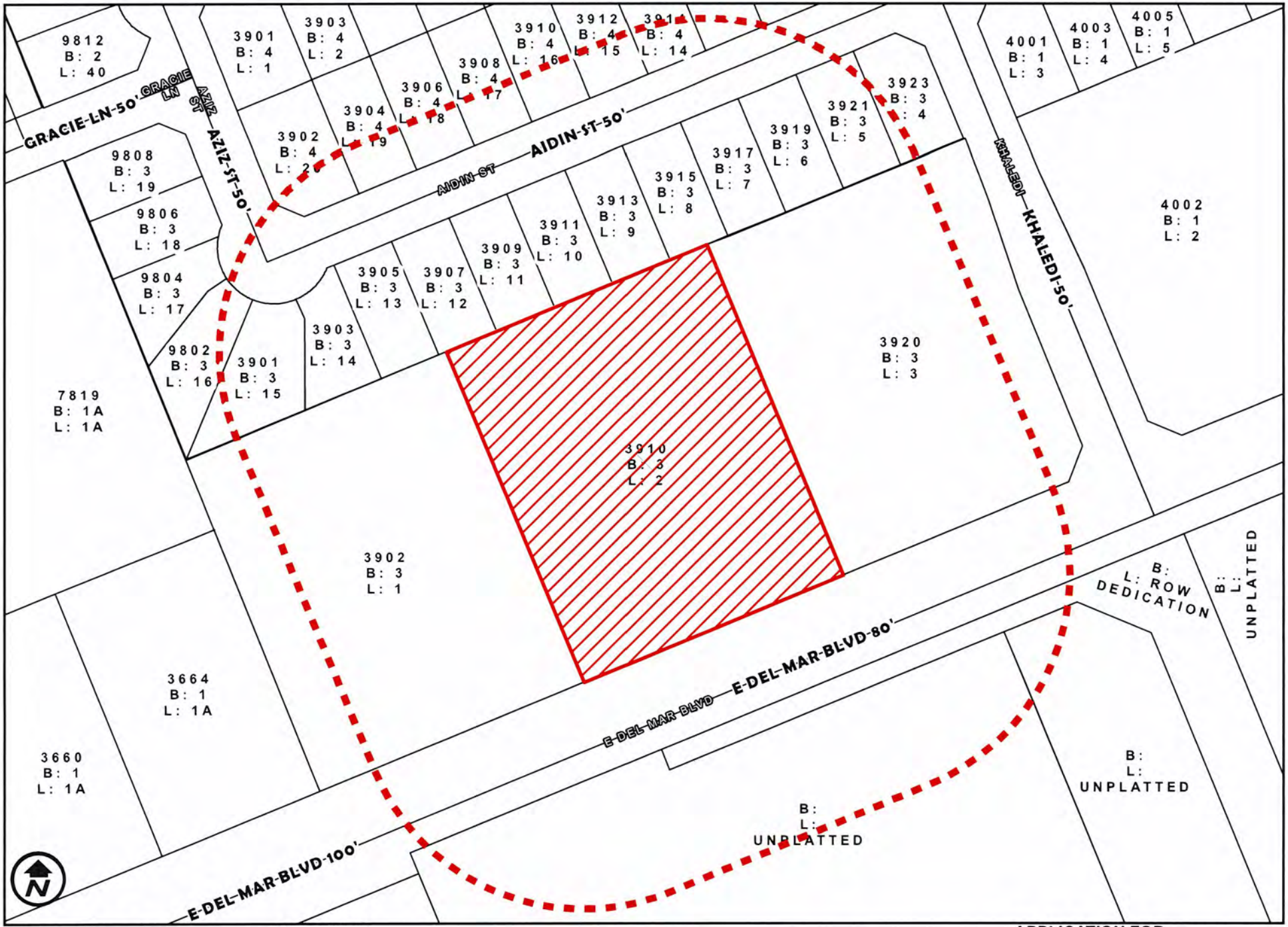
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



FUTURE LANDUSE MAP
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

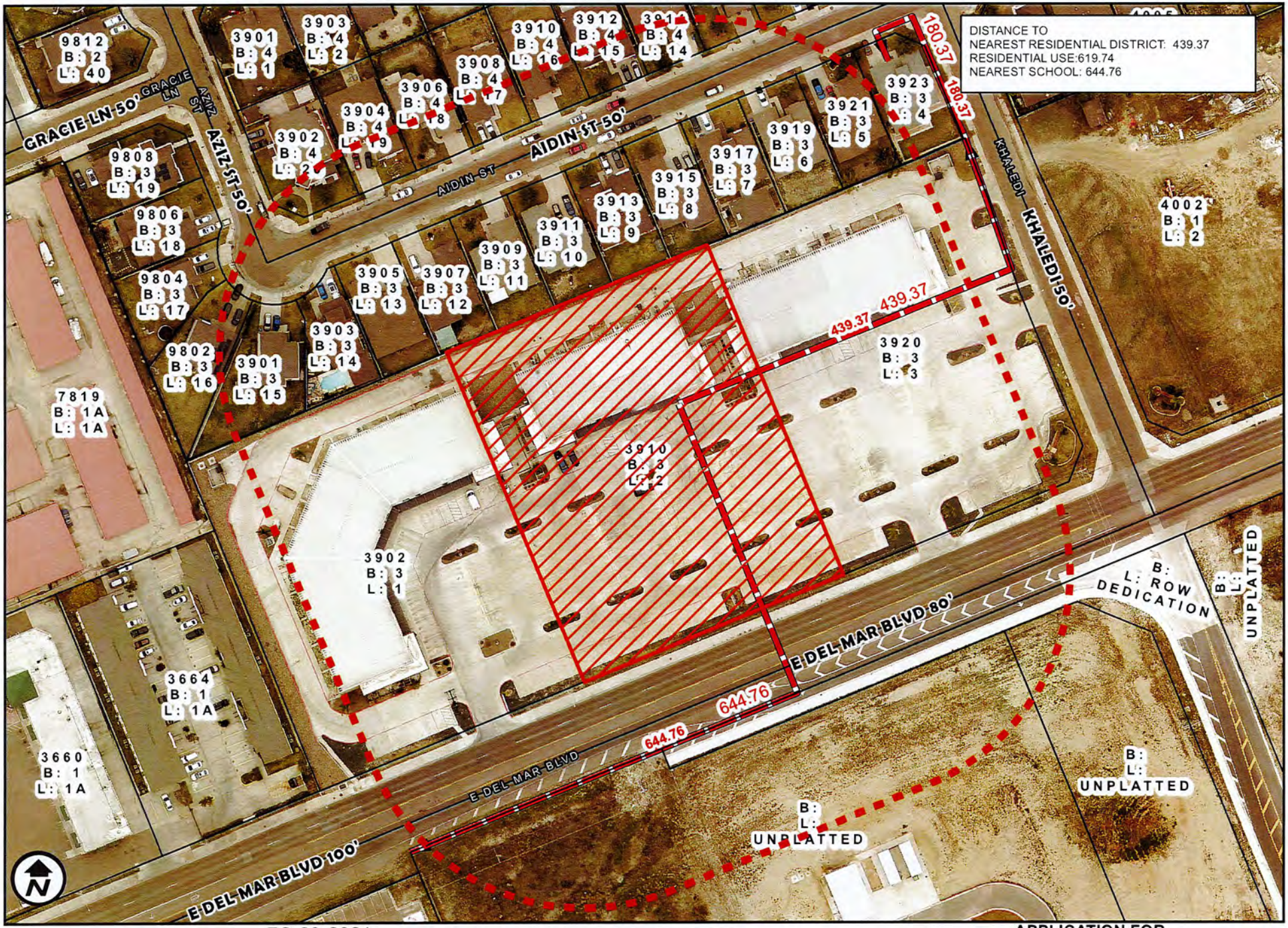
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



200' NOTIFICATION
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.



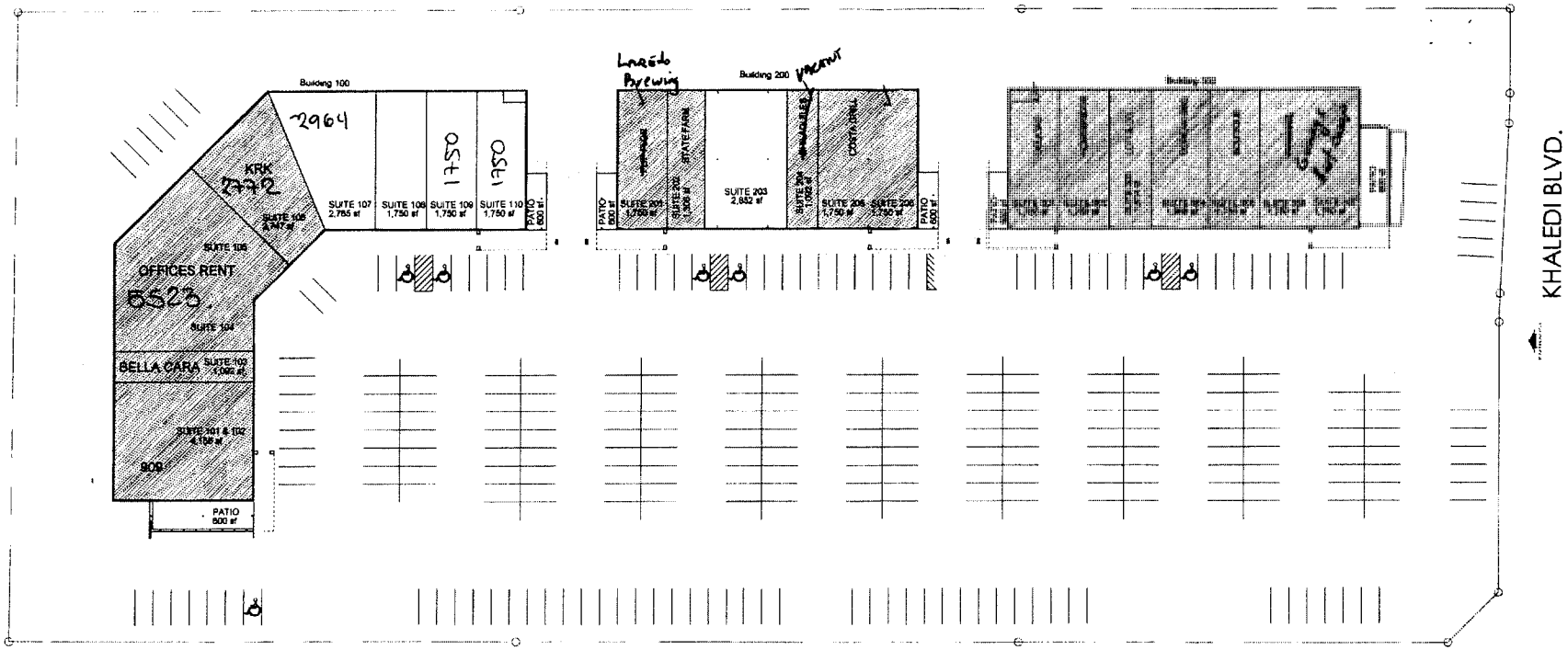
MEASUREMENTS
1 inch = 108 feet

ZC-20-2021
COUNCIL DISTRICT 6
3910 E. DEL MAR UNIT 201

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P.

KHALEDI HEIGHTS PLAZA
SITE PLAN
3910 E. DEL MAR LAREDO TX. 78045

Exhibit A



January 15, 2021

City of Laredo
Planning and Zoning
Laredo, Texas 78040

Re: Detailed Narrative of Proposed Business Use

To Whom It May Concern:

Laredo Brewing Company, LLC, intends to conduct business as a restaurant serving alcohol at 3910 E. Del Mar Blvd. Ste. 201, Laredo, Texas 78045. Our business concept is a taco bar and artesian beer tap room. Our menu will consist of authentic homemade tortillas, regional taco offerings and micro brewed beer with a relaxed indoor/outdoor seating option.

Laredo Brewing Company will serve micro brewed beer to adult patrons but our primary product will be handmade artesian tortillas and taco assortments.

Our proposed hours of operation will be from 10:00 a.m. to 10:00 p.m. Monday thru Wednesday, Thursday thru Saturday 10 a.m. thru 12:00 a.m. (midnight), and Sunday 10:00 a.m. thru 10:00 p.m. Our staff will include a full-time manager, shift managers, cashiers, bartenders, and line cooks. All employees will be cross trained to cover any open positions.

We intend to open 7 days a week and closed on major holidays so staff can spend time with their families.

Our mission is to provide a casual, dining experience where friends and family can gather safely.

Should you have any further questions, please feel free to contact me at 956-251-4820.

Sincerely,

Jeremiah Cabrera
Manager

City Council-Regular **9.**

Meeting Date: 04/06/2021
Staff Source: James Kirby Snideman, Planning & Zoning Director
Staff Source: Vanessa Guerra, Planner IV
Initiated by: Khaledi Heights Plaza LLC, owner,
Laredo Brewing Company LLC,
Rodrigo Marroquin, applicant,
Jeremiah Cabrera, representative
Prior Action: This item was introduced at the City Council meeting of 3/29/21.

SUBJECT:

2021-O-074 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 1, 2, and 3, Block 3, Khaledi Heights Subdivision, located at 3910 E Del Mar Blvd., Unit 3, for Suite 201 only.

ZC-20-2021
District VI

BACKGROUND:

Council District: VI - Dr. Marte A. Martinez

Proposed use: Special Use Permit for a restaurant serving alcohol.

Site: The site is occupied by a commercial plaza with 23 suites occupied by a variety of uses including restaurant, retail, and office uses.

Surrounding land uses: A single family residential development is located to the north. East of the site is a vacant tract. West of the site is East Country Mini Storage, Stitch and Print Embroidery, and Habbi's Snack Shack and Takeout. South of the site is Del Mar Blvd., a vacant tract, and John B. Alexander High School.

Comprehensive Plan: The Future Land Use Map identifies this tract as Neighborhood Mixed Use.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Modified Major Arterial.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 25 In Favor: 0 Opposed: 0

STAFF COMMENTS:

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **supports** the proposed SUP at this location for the following reasons:

1. While the proposed use is not in conformance with the Comprehensive Plan's Neighborhood Mixed Use designation, the proposed used is not anticipated to negatively effect the surrounding area.
2. The proposed use is compatible with the mixed uses already present in the area.
3. While the parking does not conform to the Land Development Code requirements, the proposed and existing use's hours of operation are such that peak parking levels are not expected to spill over to the surrounding area.
4. The proposed location meets the minimum distance requirement of 300 feet between the proposed use and the nearest residential district, use, park, school or church as per Land Development Code Section 24.93.7. There are 537 between the proposed use and the nearest residential zone/district or school.

Parking: The location has 252 existing spaces. The existing and proposed uses require a total of 280 spaces. 28 more parking spaces would be required to comply.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Laredo Brewing Company LLC, Rodrigo Marroquin, owner and is non-transferable.
2. The Special Use Permit is restricted to 1, 750 S.F. of interior space, plus 600 S.F. of outdoor eating area on Building 200, Suite 201, as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Sunday through Wednesday from 10:00 a.m. through 10:00 p.m., and Thursday through Saturday, 10:00 a.m. to 12:00 (midnight).
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC

License to include but not limited to any renewals or amendments as they occur.

P&Z RECOMMENDATION:

The Planning and Zoning Commission is a _6__ to __0__ vote recommended approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff supports the application.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern? No.

Would this change create an isolated zoning district unrelated to surrounding districts? No.

Will change adversely influence living conditions in the neighborhood? No.

Are there substantial reasons why the property cannot be used in accordance with existing zoning? No.

Attachments

ORD
MAPS
SITE PLAN- EXHIBIT A
NARRATIVE

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games over Del Rio, LBJ and United. During this mini streak, the Mustangs have outscored their opponents by a combined 22-8. The last time Nixon played, it beat United 9-7 with an incredible nine-run fourth inning.

LBJ (1-11, 0-6) hosts Eagle Pass in a 7 p.m. contest Friday at Krueger Field. The Wolves aim to reverse their district fortunes as they remain winless in league action. LBJ showed grit during the first round of district action. However, it just couldn't come away with a victory.

In 30-5A, Martin travels to Mission Veterans Memorial for a 5 p.m. contest. This is a critical game for the Tigers as only a game separates the two teams in the standings – Martin (4-7, 3-4) is fourth while Veterans Memorial (2-5, 2-4) is fifth. The Tigers defeated the Patriots 3-2 the first time they met.

Cigarroa has had a tough season as it sits at 0-10 overall and 0-7 in 30-5A play. The Toros look to make some noise as the end of the year draws near as they host La Joya Palmview (10-2-1, 5-1) at Veterans Field on Saturday. The matchup is scheduled for noon.

gkroeger@lmtonline.com
Twitter: @gkroegs

ng Times CLASSIFIEDS

ements

/Lease

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H. Close to
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-9641.

Rd 2Bd/2Ba
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25/mo.
1324

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Utilities
3

2bed/2bath,
PETS by
) 450 -1549

FICES FOR

Commercial/ Industrial

FOR Sale property located at 7226 State Hwy 359..24 Acres yard with 6 Buildings approx 5,000 sf of Office Space. Truck Wash Bay. Equipped for a Transportation Co with oil change bay, 4 Air Compressors, 4 Overhead Cranes with All Utilities. 1 Building equipped w/ machine shop equipment, ready to work. Owner Finance. Call 956-744-6363 For More Info.

FOR LEASE- 4415 Hwy 359, Unit 12. B-4 Zoning, $1,000. per month + Dep. Ready to move in. Plenty of parking Call 956-740-0700

Trucks, SUVs & Vans



2007 Ford F-150 V-6 - A/C 160K Mi., regular cab, blue title, black clean with extra set of wheels and tires. $7,000 firm (956) 282-3434



2008 Nissan Quest S-Minivan For Sale. Blue, 120K Mi., $3,000 (956) 324-9782



2005 Mustang GT A/C Good Condition, std $6500 Call: **(956)251-7398**



COMPRO todo tipo de Autos y Trocas. Jalando, chocados, decompuestos, con titulo o sin. (956) 645-6425

Autos & More

Autos



2004 Tacoma A/C, 4 doors, Red, 155K miles Exellent Cond., $8,750. O.B.O. (956) 237-6017



265-70 R 17's 6 lugs, BF Goodrich All Terrain T/Z Tires. Good condition! $500 (956) 282-3434



MOTORCYCLE 2014 Kawasaki Concours 14, 4500Kmiles, 1,400 cc engine, 1 Owner - Title On Hand $8.500. O.B.O. (956) 774-1054



COMPRO CARROS PARA YONK! $100 EN ADELANTE! (956) 326-5908



VENTA TROKA Chevy Silverado 2006 Cabina Sencilla 6 cil. Auto. Registrada Tx. $6,000.00 (956) 285-8025

1998 Dodge Dakota Truck, 8 Cyl., clean title, $3,200. Call: (956)229-1662

FORD Expedition, Eddie Bauer 2001. Muy Buenas Condiciones, A/C, Nuevas llantas, Titulo Azul $2,150 (956) 645-9503

Legals/Public Notices

ORDINANCE NO. 2021-O-074

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL, ON LOTS 1, 2, AND 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, LOCATED AT 3910 E DEL MAR BLVD., UNIT 3, FOR SUITE 201 ONLY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. L-91

Announcements



ORDINANCE NO. 2022-O-084

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL, ON LOTS 1 AND 2, BLOCK 3 KHALEDI HEIGHTS SUBDIVISION, UNIT 3 AND ON LOT 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, UNIT 2, LOCATED AT 3902, 3910, AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 205-206 (4,100 SQUARE FEET) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 205-206 (4,100 square feet) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2022, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 16, 2022, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 205-206 (4,100 square feet); and

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Ernesto Trevino.

2. The Special Use Permit is restricted to Suites 205-206 and limited to 4,100 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Sunday, 11:00 a.m. to 2:00 a.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.

C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written

notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6th DAY OF June, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ JR.
CITY SECRETARY

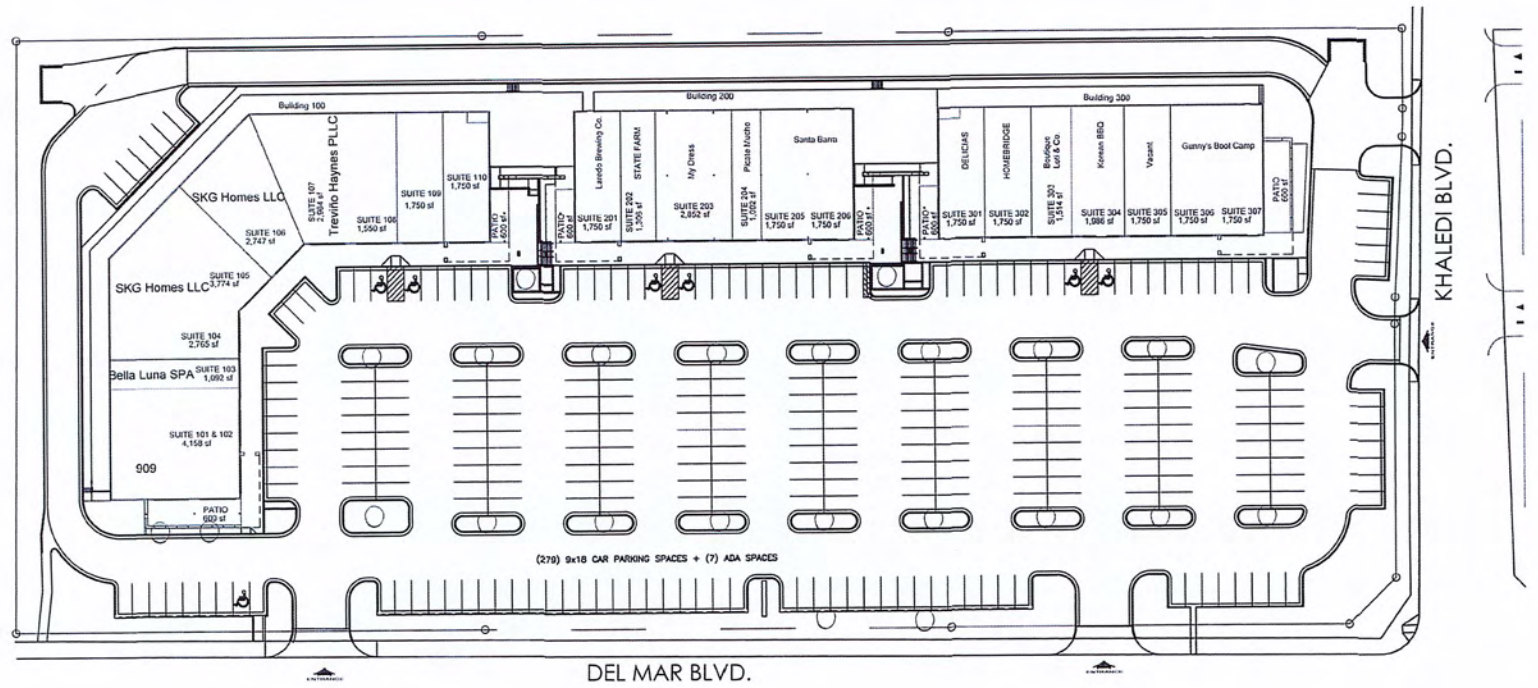
CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:

DAVID H. ARREDONDO, JR.
ASSISTANT CITY ATTORNEY

Exhibit A

KHALEDI HEIGHTS PLAZA
SITE PLAN
3910 E. DEL MAR LAREDO TX. 78045



1
A2.0

Warehouse - FLOOR PLAN
1/64" : 1'-0" (when printed on 11x17)

Exhibit B

KHALEDI HEIGHTS PLAZA

SUITE #	BUSINESS NAME	HOURS OF OPERATION				
SUITE 101-102	909 HOME	MON-FRI	10:00 AM - 7:00 PM			
SUITE 103	BELLA LUNA DAY SPA	TUE-FRI	10:00 AM - 6:00 PM	SAT 10AM-3PM		
SUITE 104-105	SKG HOMES LLC	MON-FRI	8:00 AM - 5:00 PM			
SUITE 106	SKG HOMES LLC	MON-FRI	8:00 AM - 5:00 PM			
SUITE 107	TREVINO HAYNES PLLC	MON-FRI	8:30 AM - 5:30 PM			
SUITE 108	VACANT					
SUITE 109	VACANT					
SUITE 110	VACANT					
SUITE 201	LAREDO BREWING COMPANY	THUR-SAT	7:00 PM - 11:00 PM			
SUITE 202	LUIS ESTRADA INSURANCE	MON-FRI	9:00 AM - 5:00 PM			
SUITE 203	MY DRESS	MON-SAT	11:00 AM - 7:00 PM			
SUITE 204	PICATE MUCHO	WED-THUR	5:30 PM - 10:00 PM	FRI 5:30PM-11PM	SAT 1PM-11PM	SUN 1PM-9PM
SUITE 205-206	SANTA BARRA (Proposed Use)	MON-SUN	11:00 AM - 2:00 AM			
SUITE 301	LAS DELICIAS DE LA TIERRA	TUE-THUR	8:00 AM - 9:00 PM	SAT 8AM-9PM	SUN 9AM-5PM	
SUITE 302	HOMEBRIDGE FINANCIAL SERVICES	MON-FRI	8:00 AM - 5:00 PM			
SUITE 303	LOTI	MON-SAT	11:00 AM - 7:00 PM			
SUITE 304	KOREAN BBQ	TUE-SAT	5:00 PM - 10:00 PM			
SUITE 305	VACANT					
SUITE 306-307	GUNNY'S BOOT CAMP	MON-THUR	5AM-7AM & 6PM-8PM	FRI 5AM-7AM & 5:30PM-7PM		

Exhibit C

Special Use Permit (SUP)

Mr. Shahram Khaledi/ Khaledi Heights Plaza Llc

Mr. Ernesto Trevino/ ENF Intertaiment Inc./ Santa Barra

Santa Barra located at 3910 E Del Mar Blvd Ste 205-206 will open Monday to Sunday

From 11am to 2am, we will have 6 employees.

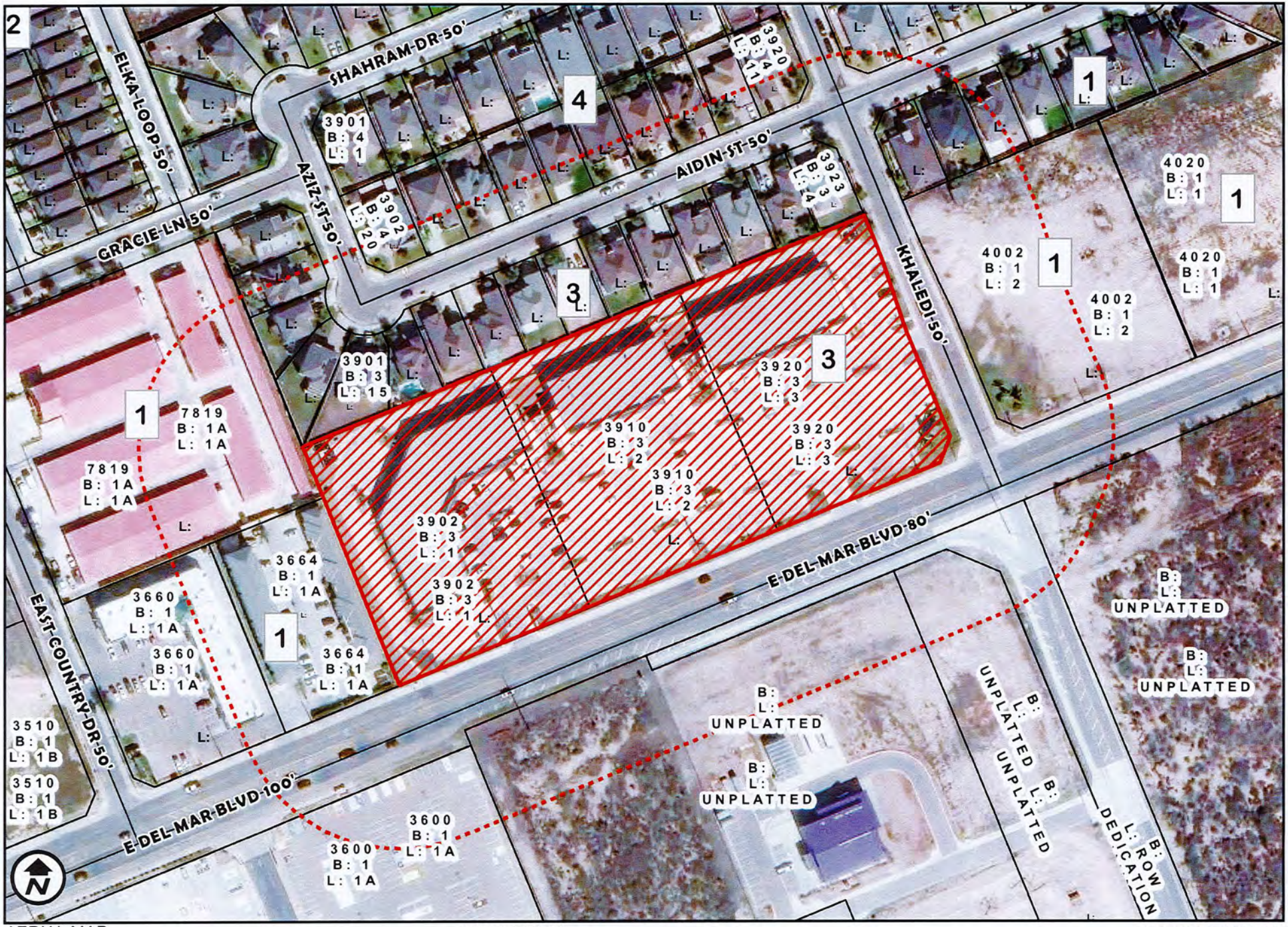
Our goal is to provide the best customer service, great food, the best drinks and a nice clean atmosphere for the whole family.

We hope you will consider approving our request for the Special Use Permit.

Thank you

Shahram Khaledi/ Khaledi Heights Plaza Llc/ Landord _____ 3/16/22

Trevino/ ENF Entertainment Inc./ Santa Barra/Tenant _____



AERIAL MAP

1 inch = 150 feet

ZC-44-2022

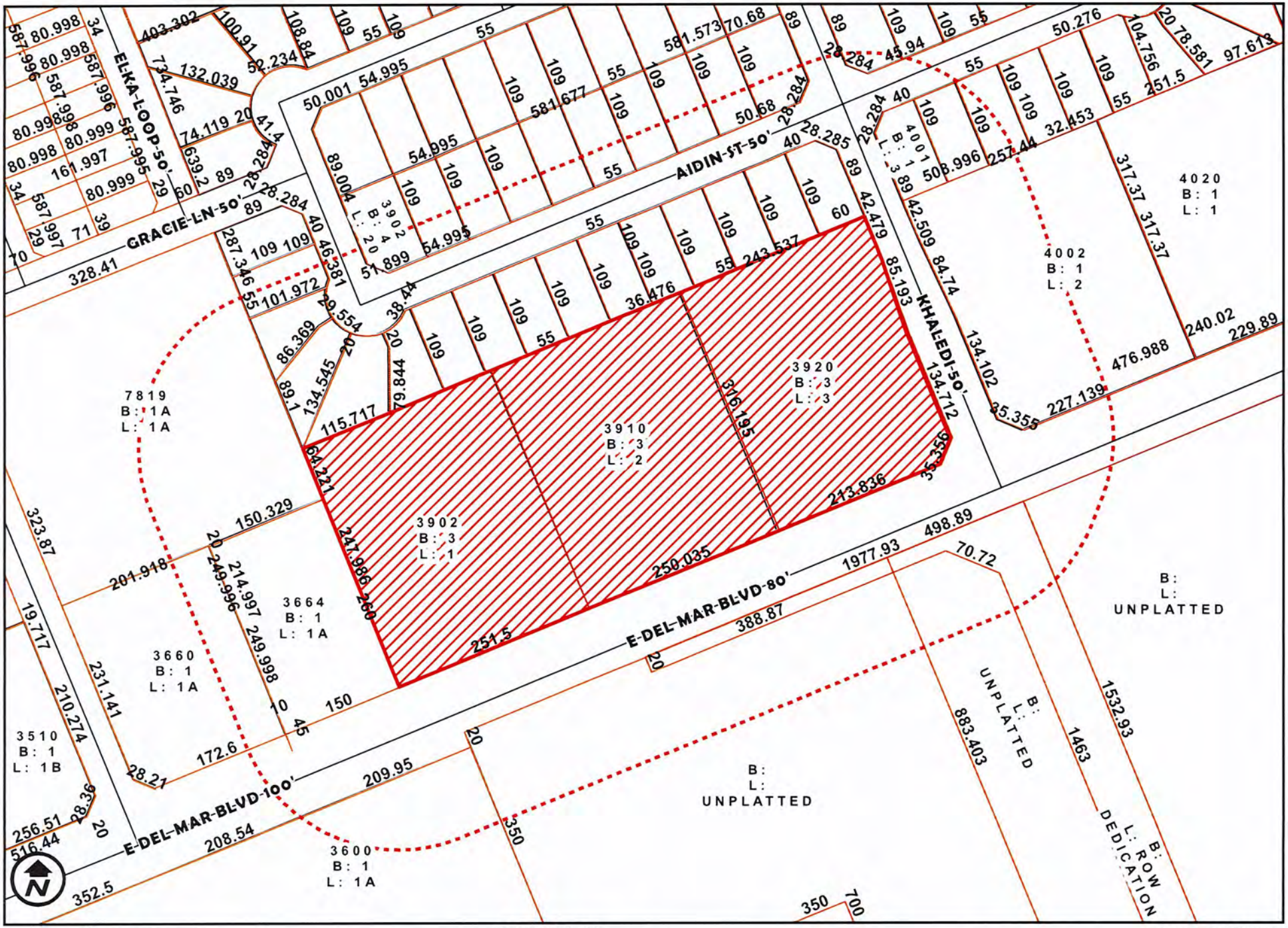
COUNCIL DISTRICT 6

KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT)

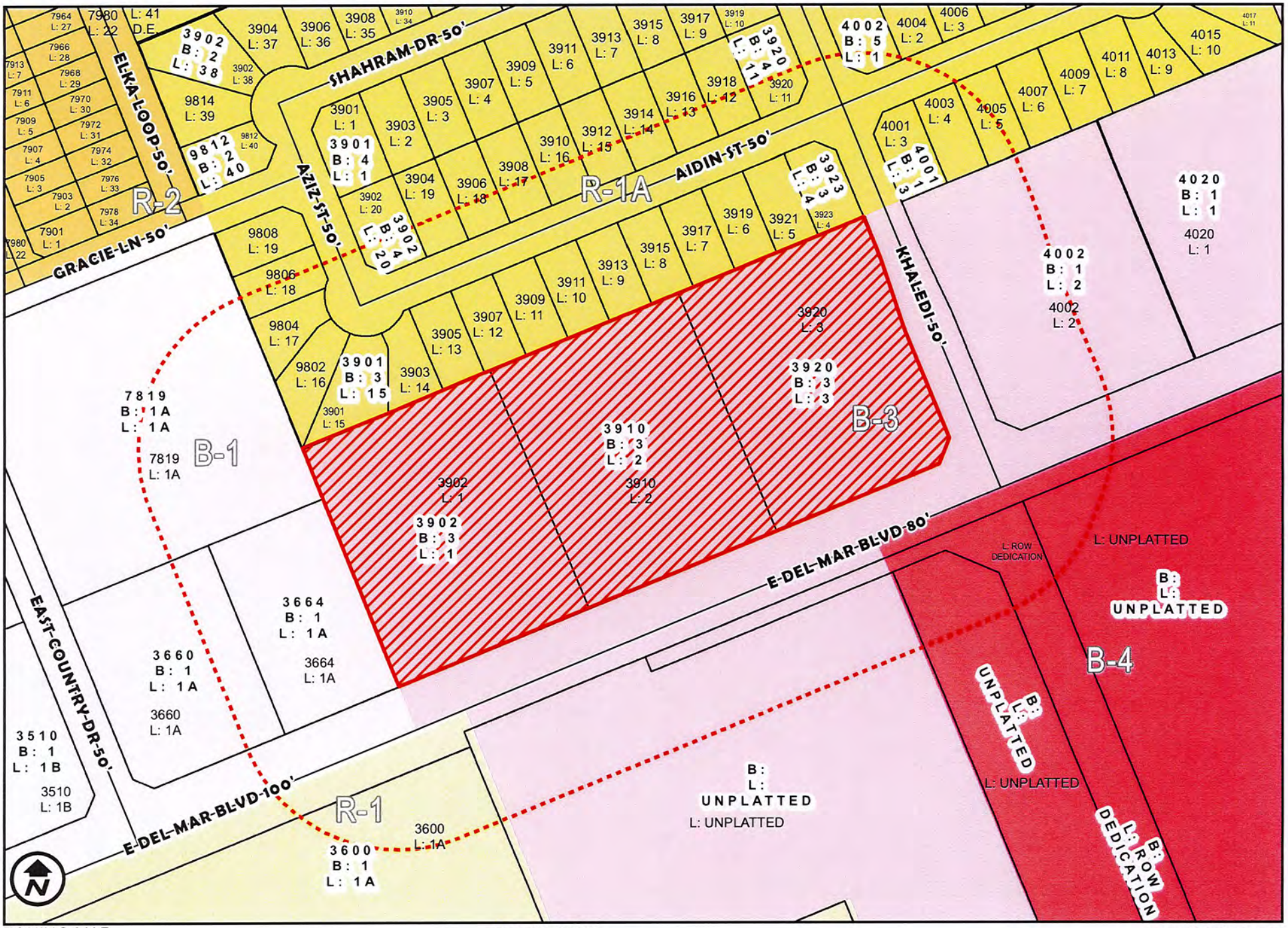
S.U.P FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP
1 inch = 150 feet

ZC-44-2022
COUNCIL DISTRICT 6
KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL



ZONING MAP

1 inch = 150 feet

ZC-44-2022

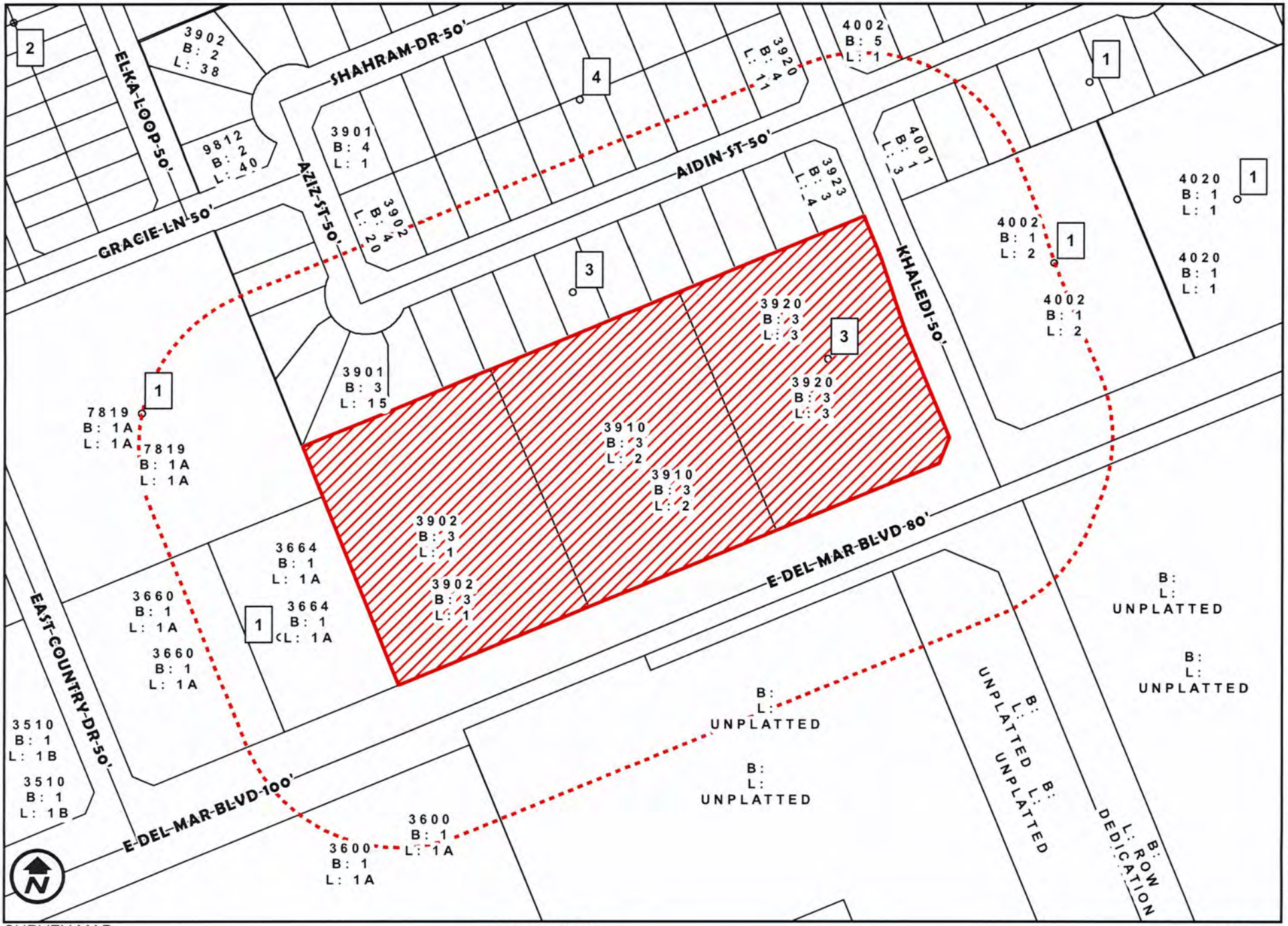
COUNCIL DISTRICT 6

KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT)

S.U.P FOR RESTAURANT SERVING ALCOHOL



SURVEY MAP

1 inch = 150 feet

ZC-44-2022

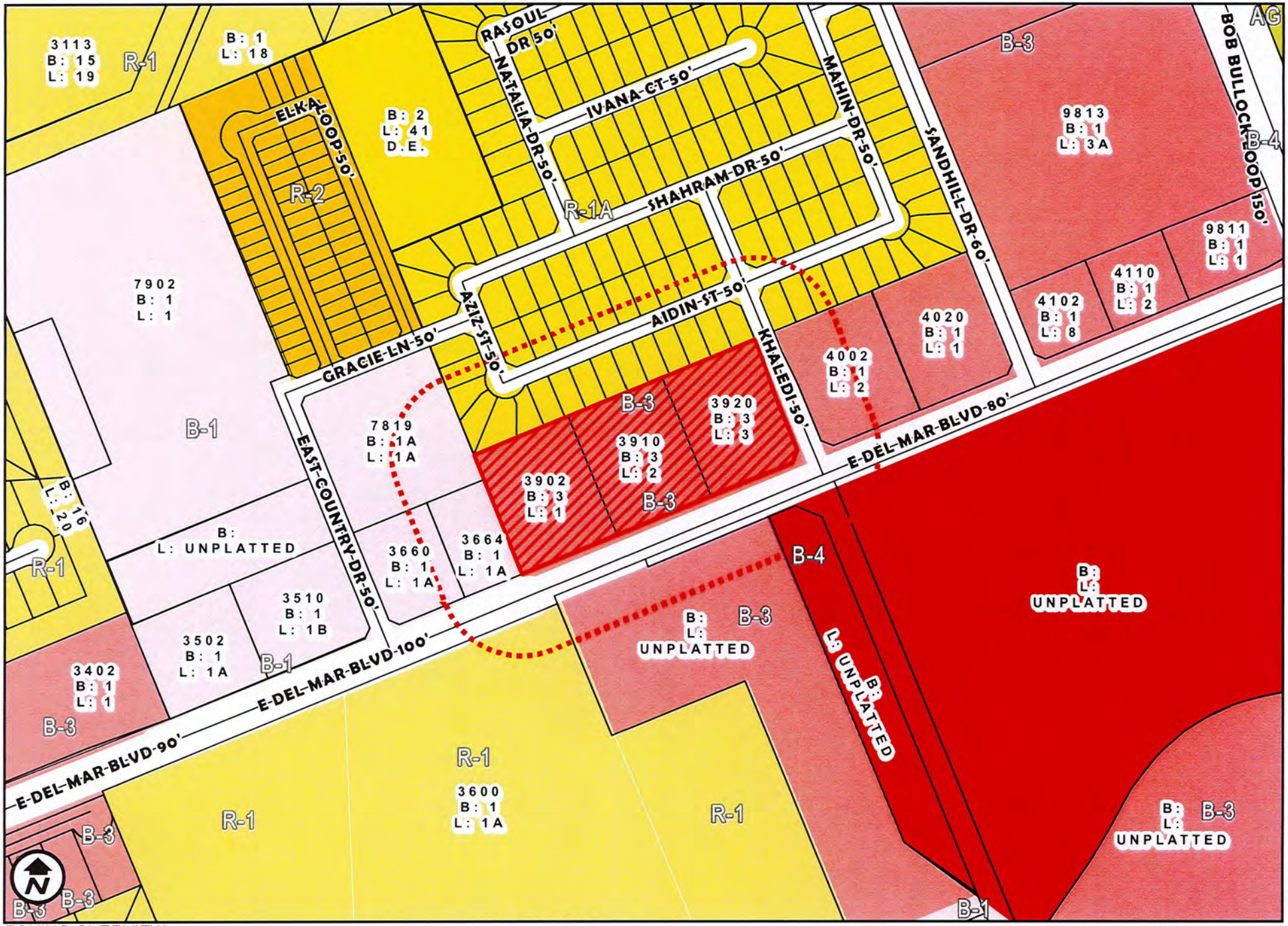
COUNCIL DISTRICT 6

KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT)

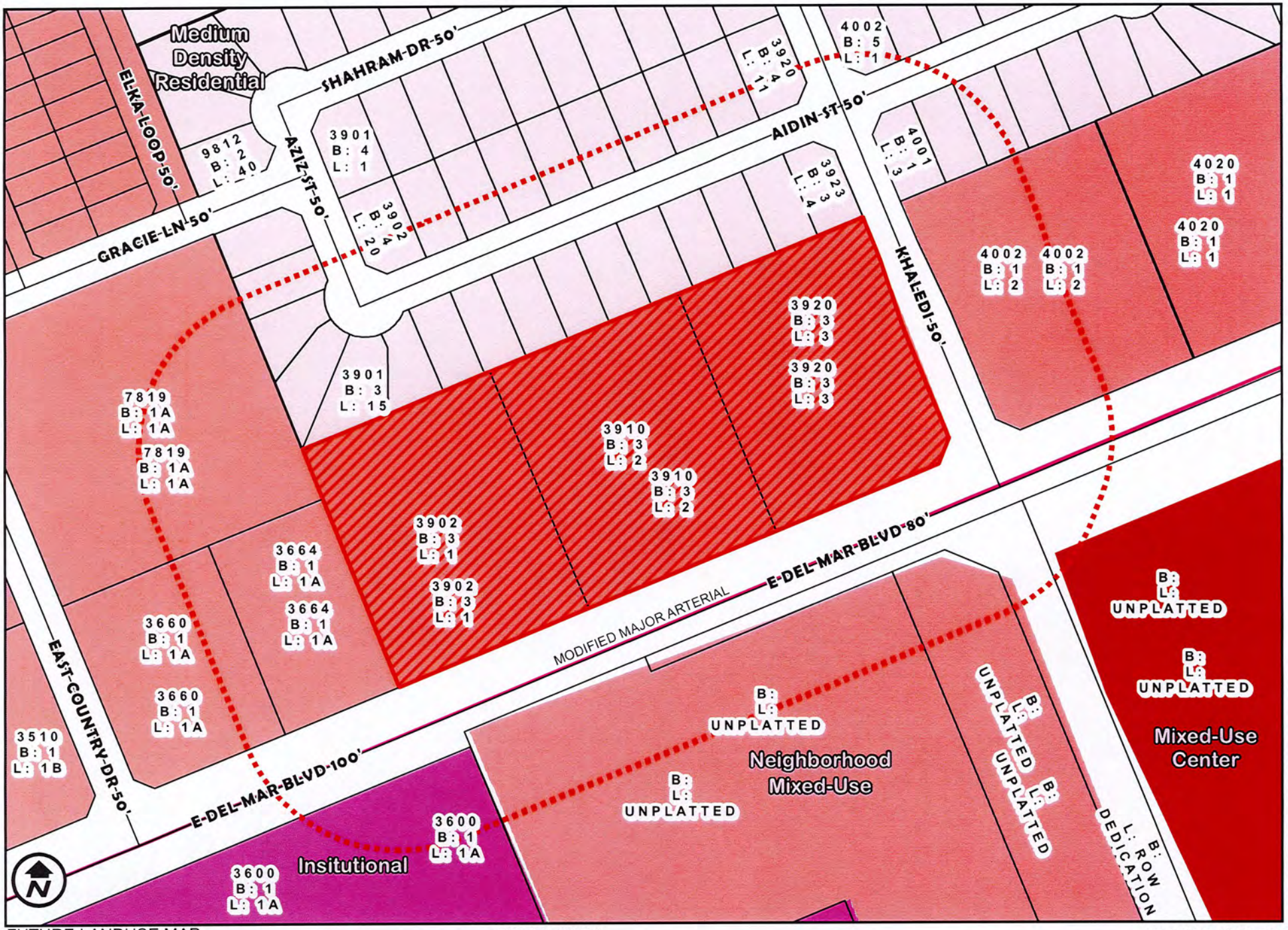
S.U.P FOR RESTAURANT SERVING ALCOHOL



ZONING OVERVIEW
1 inch = 300 feet

ZC-44-2022
COUNCIL DISTRICT 6
KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP

1 inch = 150 feet

100

ZC-44-2022

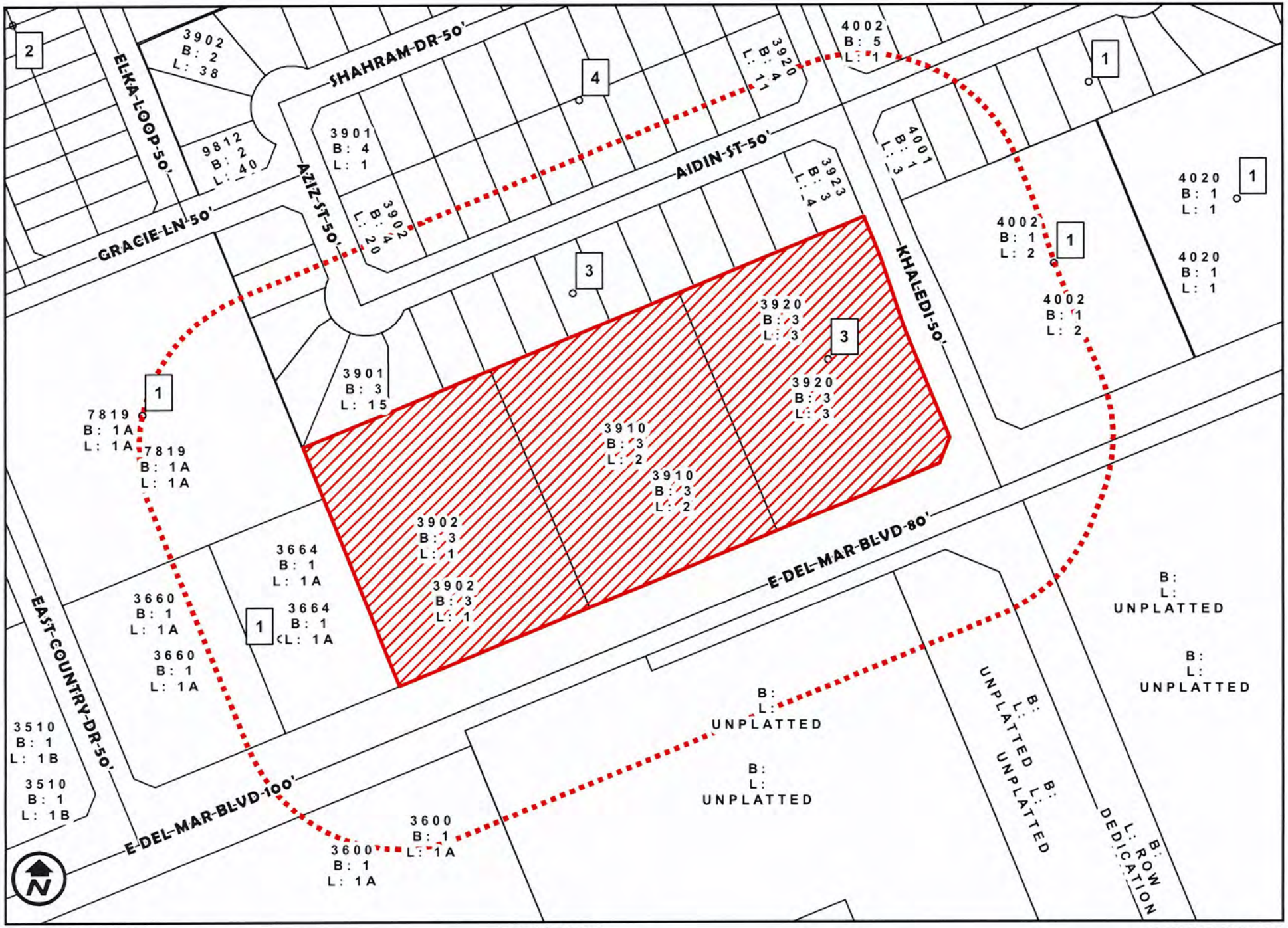
COUNCIL DISTRICT 6

KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT)

S.U.P FOR RESTAURANT SERVING ALCOHOL



200' NOTIFICATION
1 inch = 150 feet

ZC-44-2022
COUNCIL DISTRICT 6
KHALEDI HEIGHTS PLAZA - 3910 E DEL MAR BLVD STE 205-206

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

City Council-Regular
Meeting Date: 06/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Khaledi Heights Plaza LLC, Owner; ENF Entertainment Inc / Ernesto Trevino, Applicant/Representative
Staff Source: Orlando D. Navarro, Planning Director

SUBJECT
2022-O-084 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 205-206 (4,100 square feet).

ZC-044-2022
District VI

PREVIOUS COUNCIL ACTION
This item was introduced at the City Council meeting of May 16, 2022.

BACKGROUND
Council District: VI - Cm. Dr. Marte A. Martinez

Proposed use: Restaurant serving alcohol, Santa Barra.

Site: The site is occupied by a commercial building, Khaledi Heights Plaza.

Surrounding land uses: To the North of the site is single family reduced area residential use. To the east of the site is Khaledi Boulevard and vacant land. To the south of the site is East Del Mar Boulevard and Alexander High School. To the west of the site is East Country Village Apartments, mini storage and East Country Plaza, which includes Habibi's Snack Shack, Stitch-N-Print Embroidery and Promotional Goods, La Vida Fit Meals, and Sergio Leyva: Allstate Insurance.

Comprehensive Plan: The Future Land Use Map identifies this area as Neighborhood Mixed Use.
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies East Del Mar Boulevard as a Modified Major Arterial and does not identify Khaledi Boulevard.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 43 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission is a 7 to 0 vote recommended **approval** of the Special Use Permit, and one (1) person abstained from voting for the Special Use Permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **supports** the proposed Special Use Permit at this location for the following reasons:

1. The proposed use is in conformance with the Comprehensive Plan's Neighborhood Mixed-Use designation, which does allow B-3 zones.
2. The site does meet the minimum distance requirement of 300 feet between the proposed use and the nearest residential district use, park, school, or church as per the Laredo Land Development Code Section 24.65.15. The distance to the nearest residential district use is about 492 feet.
3. Although, the proposed use does not meet the required parking as per the Laredo Land Development Code Section 27.78.3, most existing uses and hours of operations do not overlap, and there are some vacant suites available. The commercial plaza has a total of 289 parking spaces.The total amount of spaces needed for the proposed restaurant and the commercial plaza are 323 parking spaces as per the Laredo Land Development Code Section 27.78.3.
    - Proposed restaurant requires = 50 parking spaces
    - Remaining commercial plaza requires = 273 parking spaces

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Ernesto Trevino.
2. The Special Use Permit is restricted to the site plan, which is made part hereof for all purposes (Suites 205-206, 4,100 square feet).
3. The hours of operation shall be limited to, from Monday to Sunday, 11:00 a.m. to 2:00 a.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.

14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change. The zone will remain a B-3. Therefore, the land is in conformance with the Comprehensive Plan's Neighborhood Mixed-Use designation, which does allow B-3 zones.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone does not change. The zone will remain a B-3, but if approved, an SUP overlay will be added for the proposed use.

Will change adversely influence living conditions in the neighborhood?
No, there are commercial uses already adjacent to the property. There is no negative impact towards the influence of the living conditions.

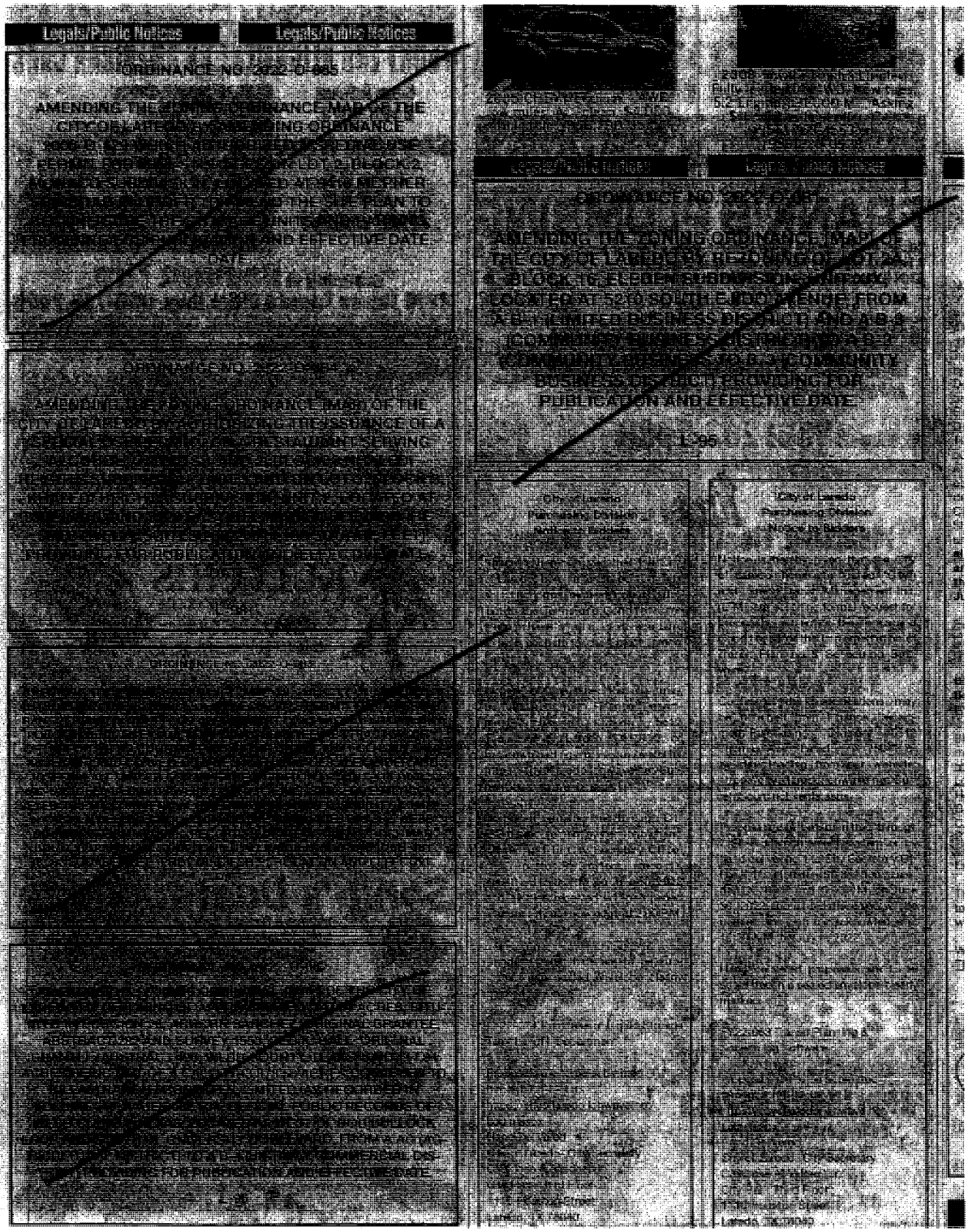
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone requires the SUP overlay to allow for a restaurant serving alcohol.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Maps
Site Plan
Hours
Narrative
FINAL Ordinance



Legals/Public Notices

Legals/Public Notices

ORDINANCE NO. 2022-0-035

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE

AND EFFECTIVE DATE

DATE

Legals/Public Notices

Legals/Public Notices

ORDINANCE NO. 2022-0-036

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY RE-ZONING LOT 24, BLOCK 15, FLEDER SUBDIVISION, ADDITION, LOCATED AT 5216 SOUTH EUCLID AVENUE, FROM A-8, LIMITED BUSINESS DISTRICT AND A-3 COMMERCIAL-INDUSTRIAL DISTRICT TO A-3 COMMERCIAL-INDUSTRIAL DISTRICT AND C-3 COMMUNITY BUSINESS DISTRICT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE

L-396

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A BAR ON LOTS 1 AND 2, BLOCK 3 KHALEDI HEIGHTS SUBDIVISION, UNIT 3 AND ON LOT 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, UNIT 2, LOCATED AT 3902, 3910, AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 109, 110, AND OUTDOOR PATIO (ONLY); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a Bar on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 109, 110, and outdoor patio (ONLY); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Conditional Use Permit; and,

WHEREAS, notice of the Conditional Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 20, 2024, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a Bar on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and on Lot 3, Block 3, Khaledi Heights Subdivision,

Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), suites 109, 110, and outdoor patio (ONLY).

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Conditional Use Permit is restricted to 4,100 square feet located within Suites 109, 110, and the outdoor patio as per the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be limited to, from Tuesday to Wednesday, 5:00 p.m. to 12:00 a.m. and Thursday to Saturday, 5:00 p.m. to 2:00 a.m.
3. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
5. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
11. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The proposed use shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

15. The proposed use shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Conditional Use Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:
    1. Violation of any of the conditions of the conditional use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the conditional use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the conditional use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate conditional use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the conditional use permit was issue for, terms or conditions of a conditional use permit;
    5. The conditional use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the conditional use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the conditional use permit to

attach conditions to assure that the terms, conditions and requirements of the conditional use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the conditional use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 12 and 13, located at 3402 East Del Mar Boulevard, Suite 100 and 110 and outdoor patio only (4,131 square feet).

The Planning and Zoning Commission recommended approval of the proposed special use permit with the amendment of condition number three to change the hours of operation from Sunday to Wednesday, 11:00am to 11:00pm and Thursday to Saturday, 11:00am to 1:00am and the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-037-2024
District VI

Council District: District 6 **Zone Case:** ZC-037-2024

Letters sent to property owners: 21

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit with the amendment of condition number three (3) to change the hours of operation from Sunday to Wednesday, 11:00am to 11:00pm and Thursday to Saturday, 11:00am to 1:00am and the amendment of condition number ten (10) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisance.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council- Regular Meeting

Meeting Date: 05/20/2024

Initiated By: Jose A. Valdez, Jr. Assistant City Manager/City Secretary

Initiated By: Killam Development, Ltd., Owner;
Gastro Group, LLC, Applicant;
Adib Name, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 12 and 13, located at 3402 East Del Mar Boulevard, Suite 100 and 110 and outdoor patio only (4,131 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit with the amendment of condition number three (3) to change the hours of operation from Sunday to Wednesday, 11:00am to 11:00pm and Thursday to Saturday, 11:00am to 1:00am and the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*. However, staff **does not support** the application.

ZC-037-2024
District VI

PREVIOUS COUNCIL ACTION

- On June 15, 2016, City Council made a motion to approve of a special use permit (Ord. 2016-O-057) for a restaurant serving alcohol (Anise Kitchen & Market Restaurant) located at 3402 Del Mar Boulevard (Suite 220).
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **did not support** the application.
    -
- On June 15, 2016, City Council made a motion to approve of a special use permit (Ord. 2016-O-058) for a restaurant serving alcohol (Trattoria Mia Restaurant) located at 3402 Del Mar Boulevard (Suite 100).
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **did not support** the application.
    -
- On June 15, 2016, City Council made a motion to approve of a special use permit (Ord. 2016-O-059) for a restaurant serving alcohol (Sushi Madre Restaurant) located at 3402 Del Mar Boulevard (Suite 300).
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **did not support** the application.
    -
- On September 3, 2019, City Council made a motion to approve of a special use permit (Ord. 2019-O-147) for a restaurant serving alcohol (La Republica Restaurant) located at 3402 Del Mar Boulevard (Suite 220).
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **did not support** the application.

BACKGROUND

Council District: VI - Cm. Dr. David Tyler King

Zoning District: B-3 (Community Business District) zoning district.

Proposed use: Restaurant Serving Alcohol (Noble's Restaurant)

Site: The proposed site is currently occupied by a commercial plaza that includes the following: Pura Labs (Pura Nutrition), Carolinda, UPS Store, Luxury Nails, Manrique Custom Vision, Dollz Boutique, Shop 195, Skintology Spa, La Republica, Dr. Davenport, A&R Orthodontics, and Sushi Madre.

- The proposed site has 2 current special use permits for restaurants serving alcohol.
  - Sushi Madre - Ordinance 2016-O-059
  - La Republica - Ordinance 2019-O-147

Surrounding land uses: To the north of the site is single family residential uses and Persimmon Court. To the east of the site is East Country Drive, Orange Theory, Casa Yoga and vacant undeveloped land.To the south of the site is East Del Mar Boulevard, Alexander High School, and vacant undeveloped land. To the west of the site is Winfield Parkway, vacant undeveloped, and single family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare identifies East Del Mar Boulevard as a Modified Major Arterial and Winfield Parkway as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 7 to 0 vote recommended **approval** of the special use permit with the amendment of condition number three (3) to change the hours of operation from Sunday to Wednesday, 11:00am to 11:00pm and Thursday to Saturday, 11:00am to 1:00am and the amendment of condition number ten (10) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **does not support** the proposed special use permit for the following reasons:

1. The site does not meet the minimum distance requirement of 300 feet between the proposed use

and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential district use is approximately 196 feet.
    - The distance to the nearest school (Alexander High School) is approximately 240 feet.
2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
    - Total parking spaces required for the proposed restaurant and commercial plaza = 258 parking spaces
        - Proposed restaurant requires = 50 parking spaces
        - Required remaining commercial plaza = 208 parking spaces
    - Actual amount identified on site plan = 235 parking spaces
    - Therefore, the proposed site would need an additional 23 parking spaces.
3. The primary use is compatible with the comprehensive plan, but does not meet the performance standards under the Laredo Land Development Code. Please refer to comments 1 and 2.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Adib Name, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,131 square feet located within Suites 100 and 110 and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Thursday, 11:00 a.m. to 10:00 p.m. and Friday to Saturday, 11:00 a.m. to 11:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant

Load. Occupant Load being the approved capacity of a building or portion thereof.

16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No. There are similar uses (restaurants serving alcohol - Sushi Madre and La Republica) on the proposed site.

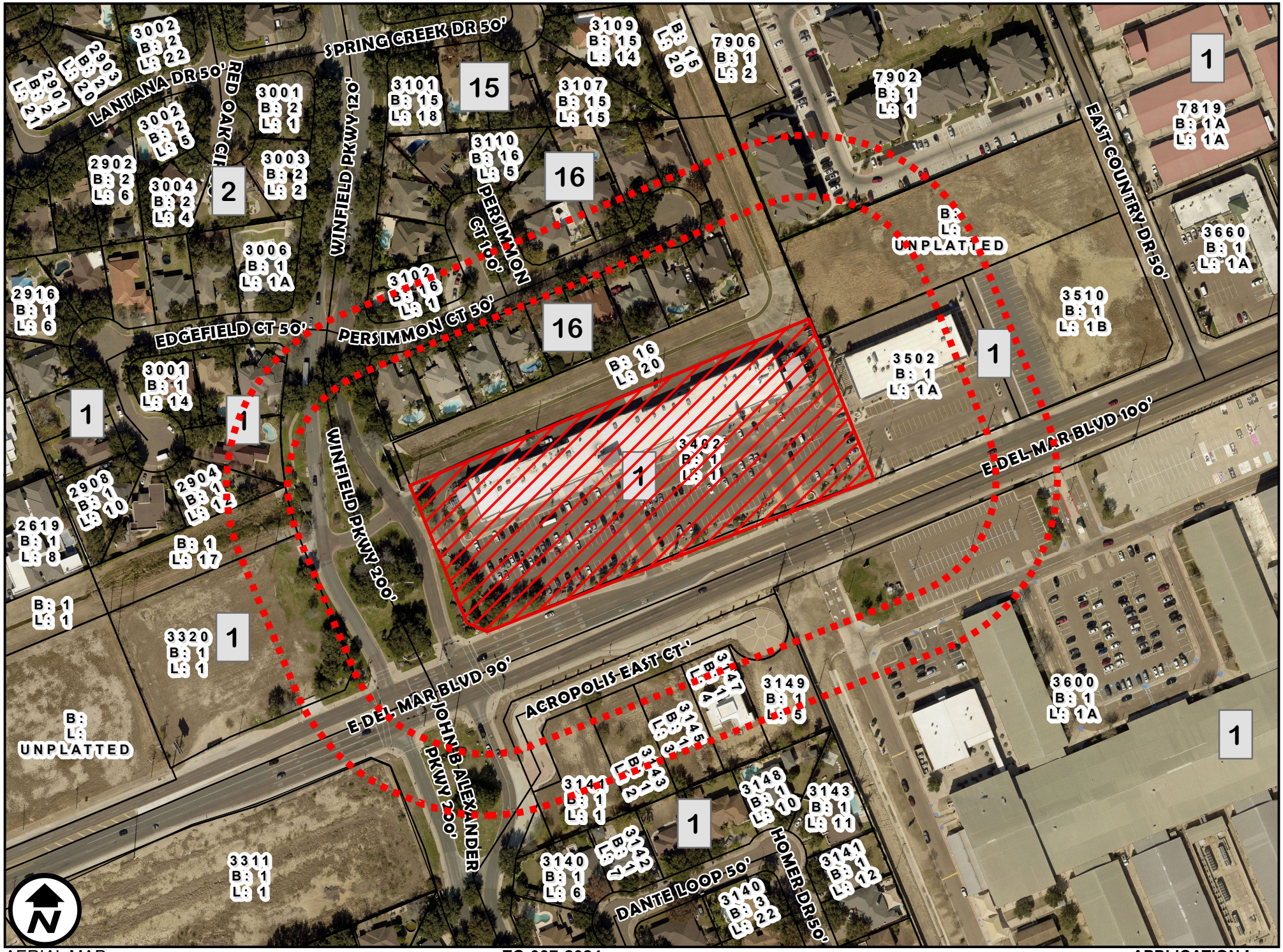
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
Possibly.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for a restaurant serving alcohol.

Attachments

Maps
Narrative
Site Plan
Tenant List
Ordinance 2016-O-057
Ordinance 2016-O-058
Ordinance 2016-O-059
Ordinance 2019-O-147
Zone Change Signage
Draft Ordinance

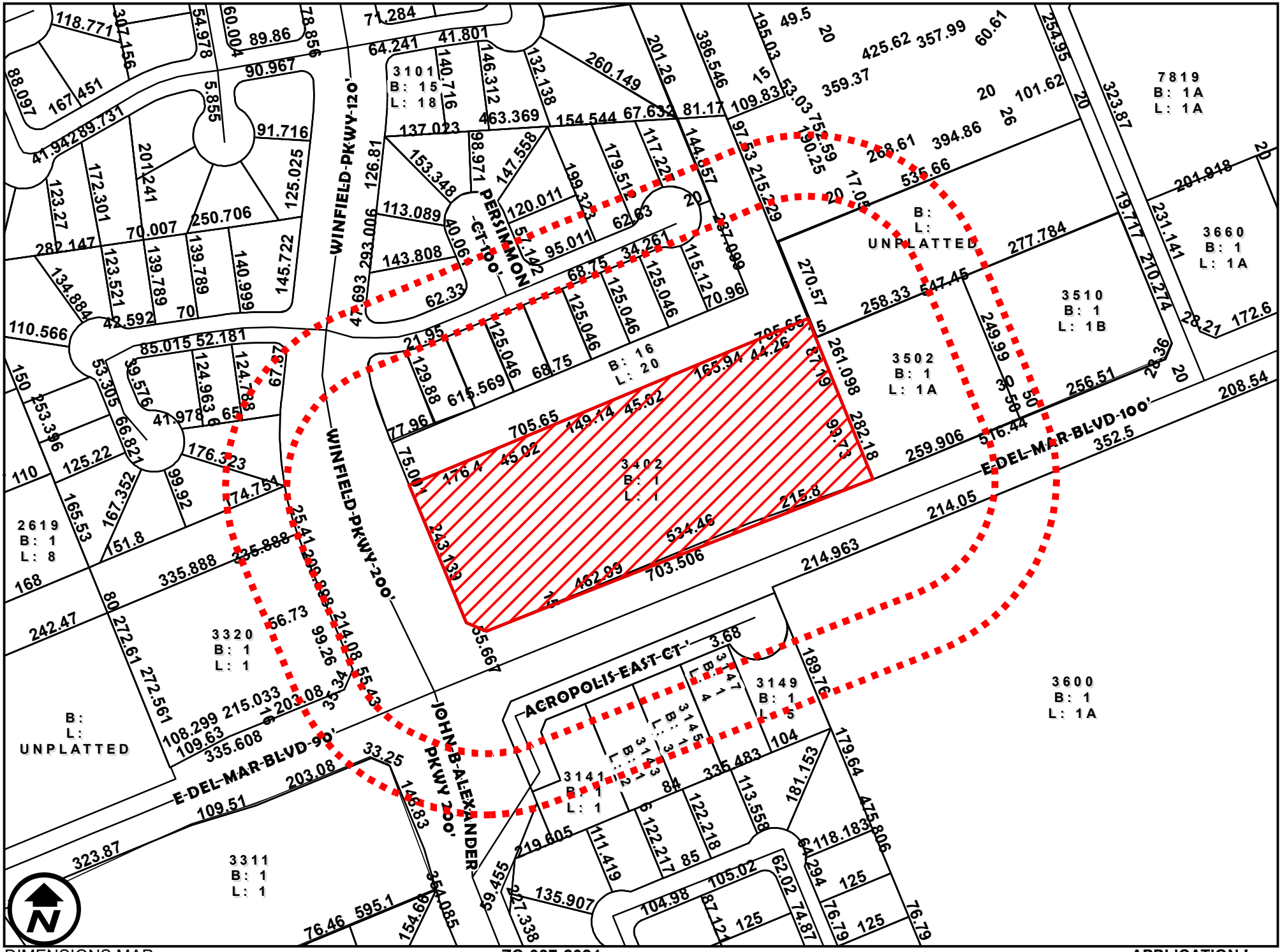


AERIAL MAP

1 inch = 200 feet

ZC-037-2024
COUNCIL DISTRICT 6
3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP

1 inch = 200 feet

ZC-037-2024

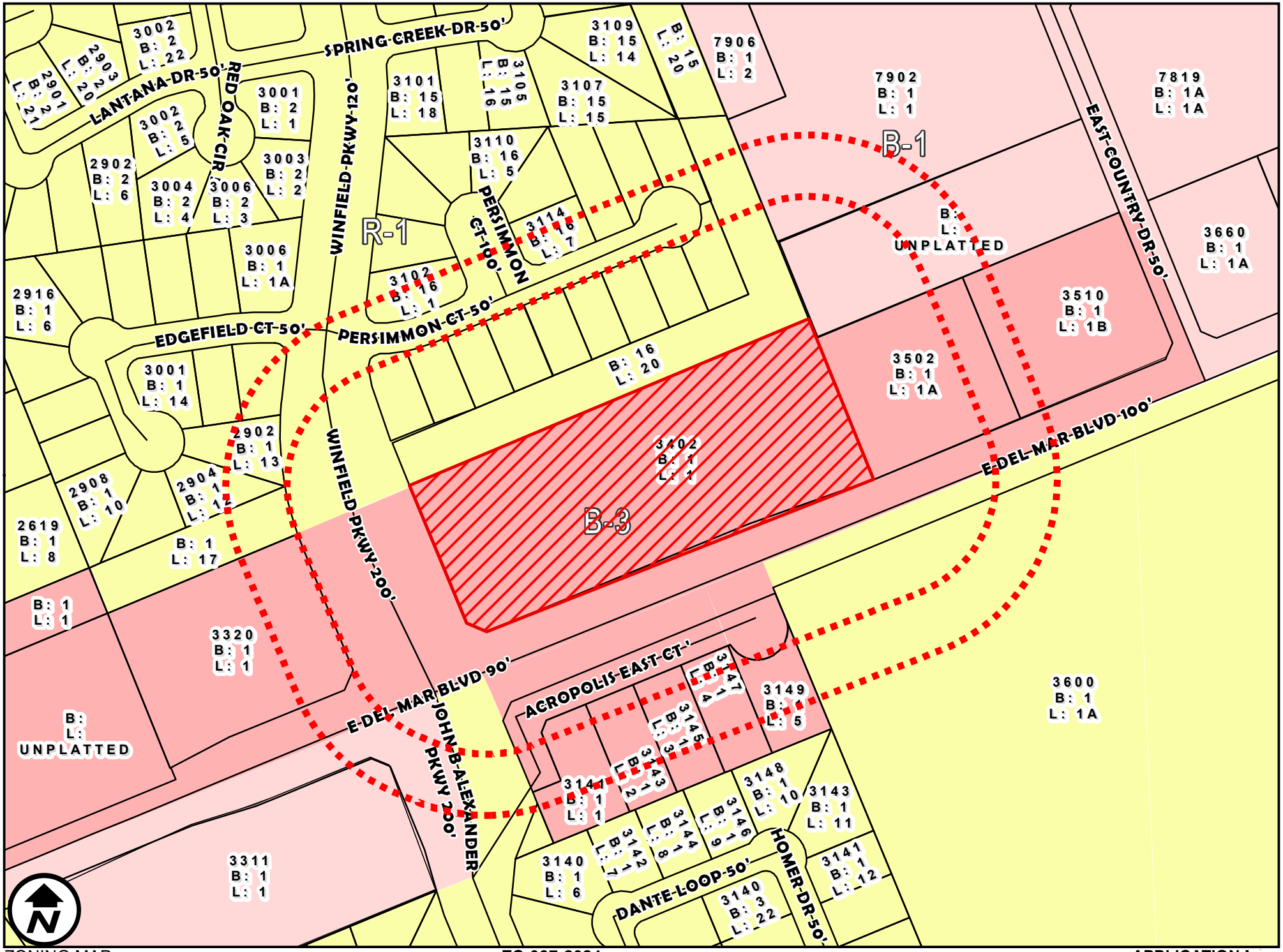
COUNCIL DISTRICT 6

3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT, S

S.U.P FOR RESTAURANT SERVING ALCOHOL

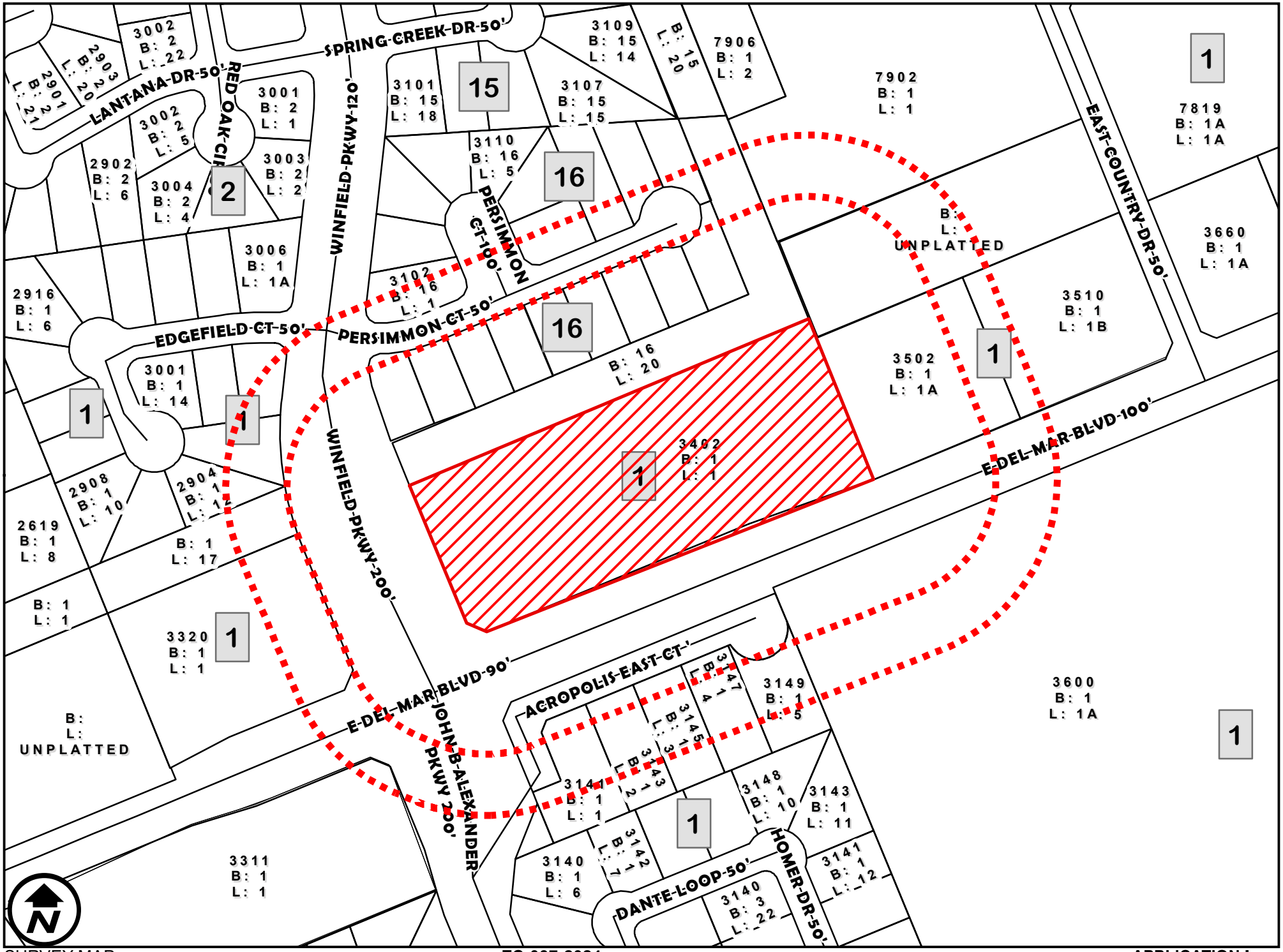


ZONING MAP

1 inch = 200 feet

ZC-037-2024
COUNCIL DISTRICT 6
3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

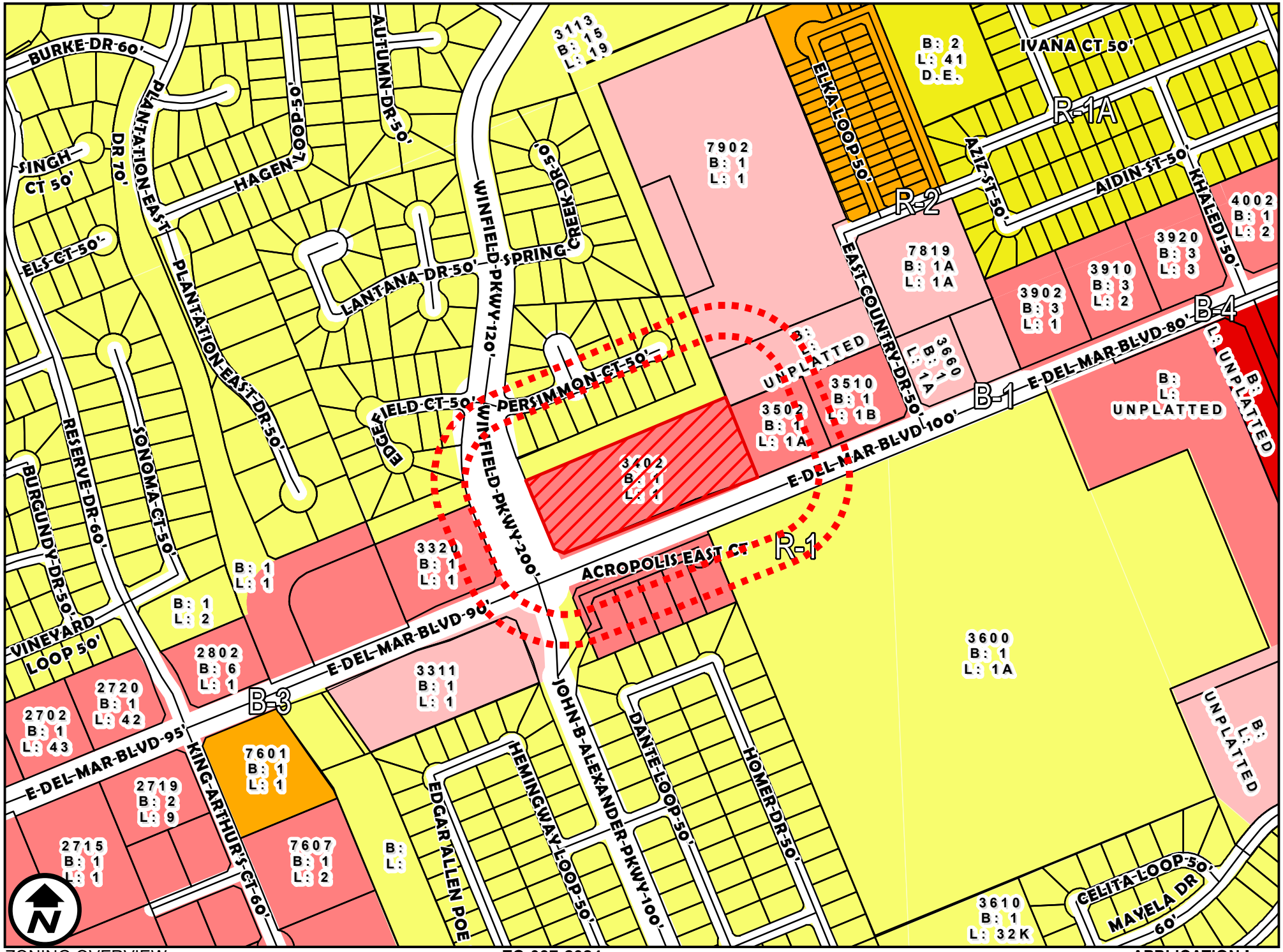


SURVEY MAP

1 inch = 200 feet

ZC-037-2024
COUNCIL DISTRICT 6
3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

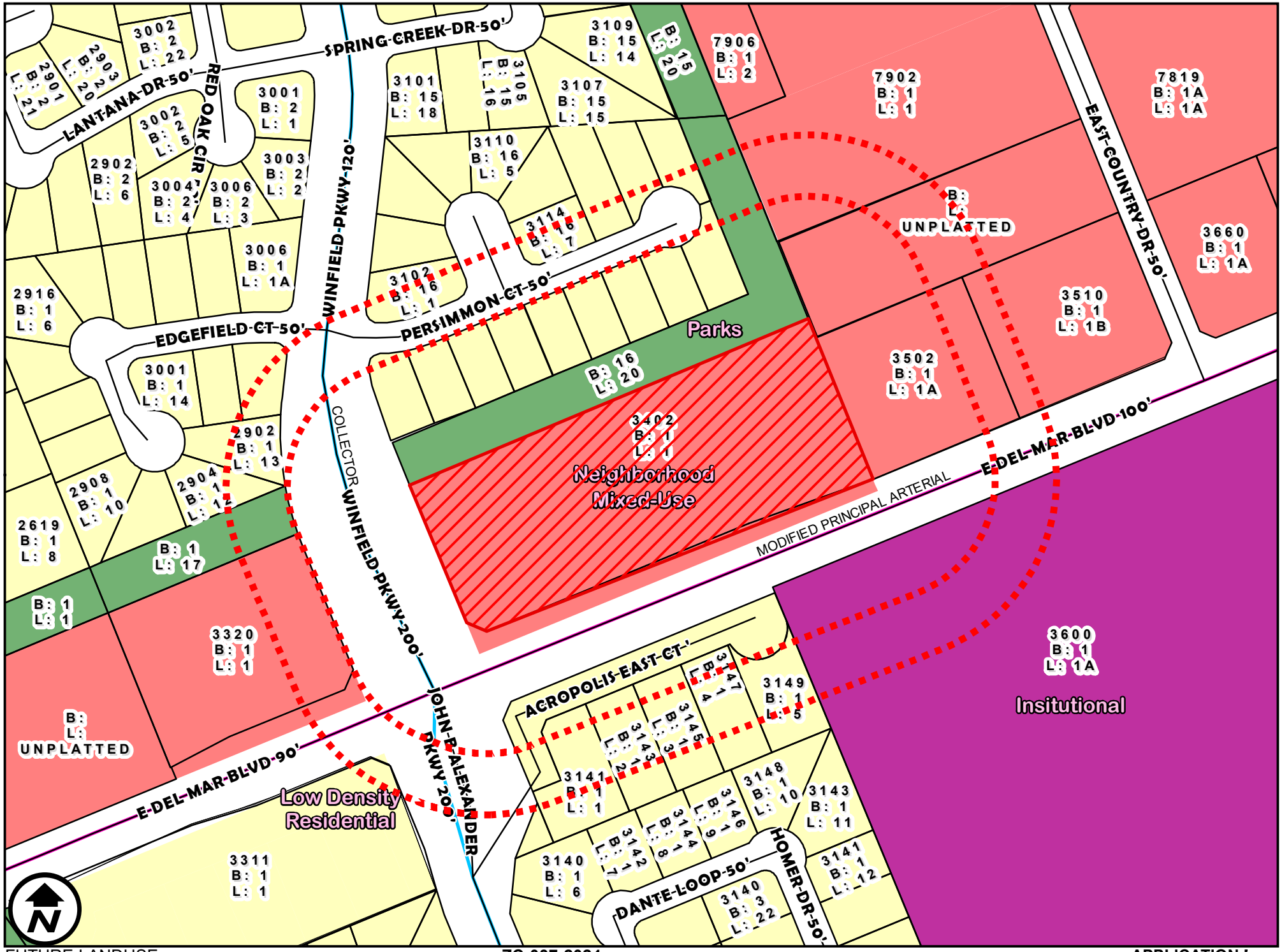


ZONING OVERVIEW

1 inch = 400 feet

ZC-037-2024
COUNCIL DISTRICT 6
3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, 1
S.U.P FOR RESTAURANT SERVING ALCOHOL

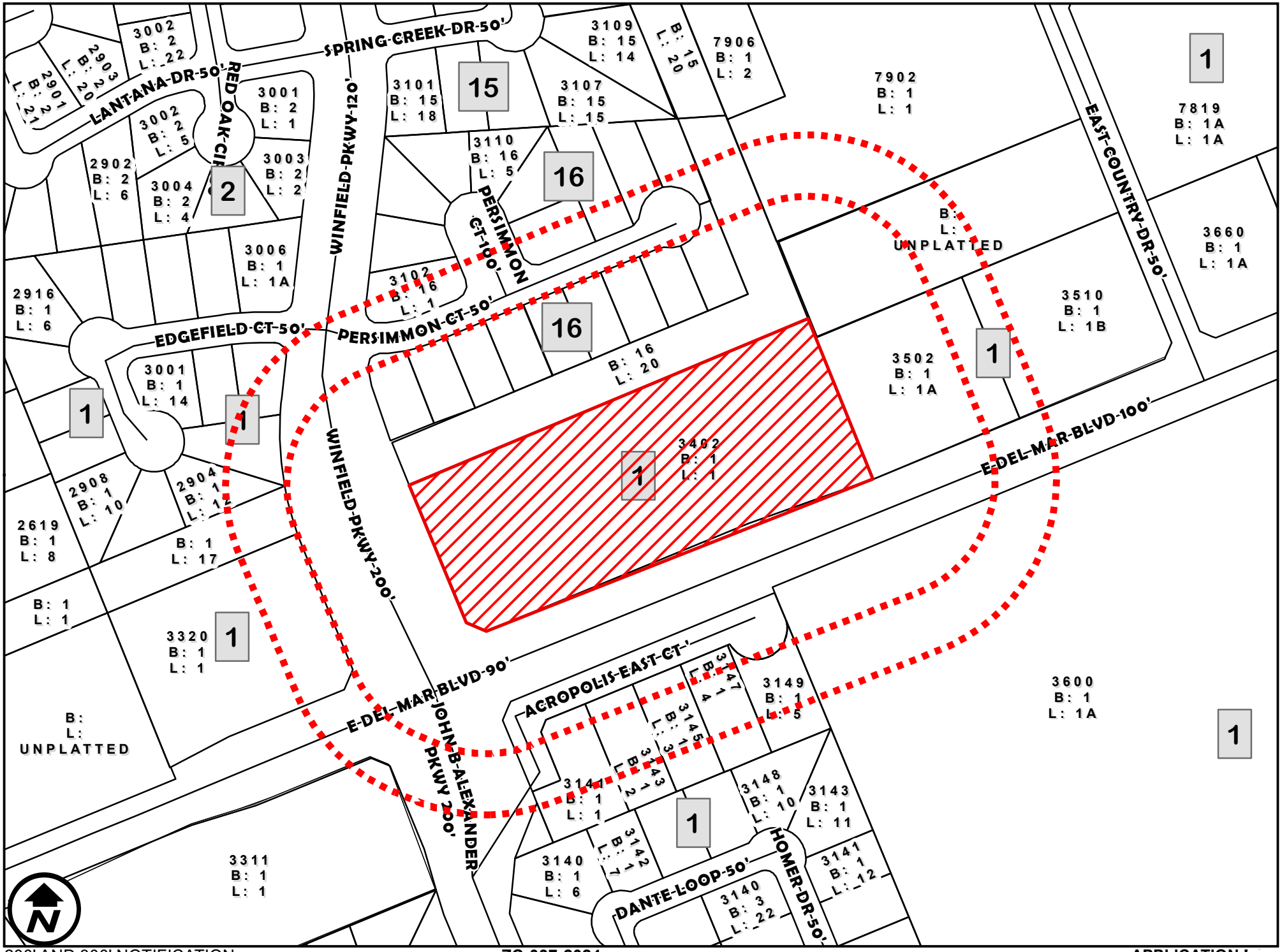


FUTURE LANDUSE

1 inch = 200 feet

ZC-037-2024
COUNCIL DISTRICT 6
3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-037-2024

COUNCIL DISTRICT 6

3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 (4,131 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT, S

S.U.P FOR RESTAURANT SERVING ALCOHOL

NOBLE RESTAURANT

Noble restaurant is a High-end luxury restaurant serving many kinds of premium plates such as wagyu steaks, king crab legs, caviar, lobster tails, and many kinds of oysters, shrimp and all sorts of crustaceans.

We will be open 7 days a week from 11am to 10pm Sunday-Thursday. 11am to 11pm Friday & Saturday. We expect to need around 35 parking spaces.

We will have approximately 13 Employees which include cooks, servers, clean up, and bartenders.

We are creating a calm luxurious atmosphere for our clients, offering excellent service and awesome food.

Exhibit A

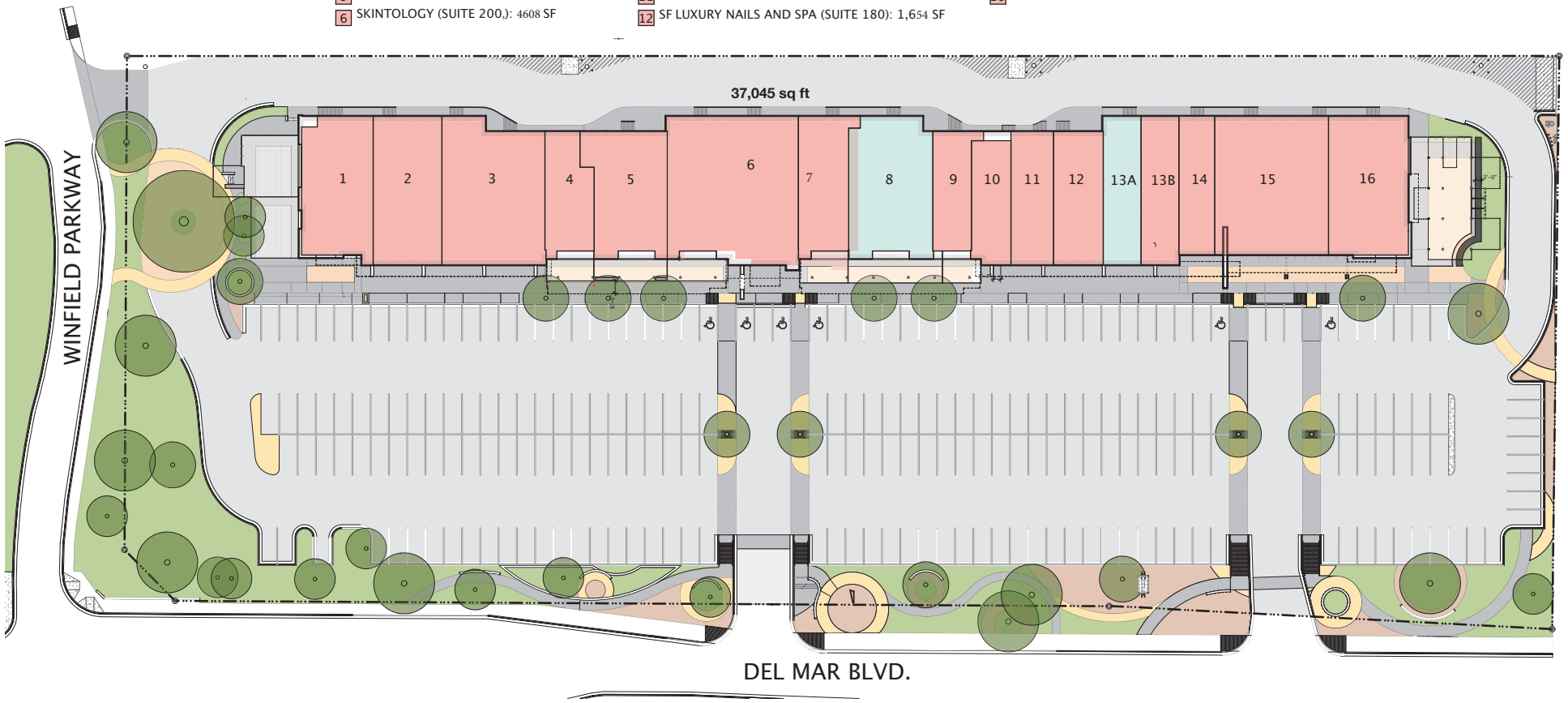
THE SHOPPES AT WINFIELD

3402 EAST DEL MAR BLVD., LAREDO, TX.

TENANT LIST

1. SUSHI MADRE (SUITE 300): 2,500SF DR.
2. RAYAN REYES (SUITE 280): 2,500 SF DR.
3. DAVENPORT (SUITE 260): 3,471 SF
4. Repulibca (SUITE 240): 1,330 SF
5. Republica (SUITE 220): 2,322 SF
6. SKINTOLOGY (SUITE 200,): 4608 SF
7. Skintology 195- 1697 SF
8. Shop 195 (SUITE 190): 2,781 SF
9. DOLLZ BOUTIQUE (SUITE 185): 1,155 SF
10. Vacant (SUITE 184): 1,179 SF
11. MANRIQUE CUSTOM VISION (SUITE 183): 1,385
12. SF LUXURY NAILS AND SPA (SUITE 180): 1,654 SF
13A. UPS Store (SUITE 160): 1,373 SF
13B. Carolinda (SUITE 150): 1,373 SF
14. PURA NUTRITION (SUITE 140): 1,200 SF
15. Vacant (SUITE 120): 2,399 SF
16. Noble Restaurant (SUITE 100, 110): 4,131 SF

Please note as per email, Carolinda correct square footage is 1, 360 sq. ft. - DG



KILLAM
For A Better Tomorrow

Corporate Office: 4320 University Blvd., Laredo, TX 78041

For More Information Contact: Omar Minhas, Director of Leasing and Marketing, 956-326-3804, ominhas@killamco.com

Unit	Tenant Name	Area	Hours of Operation
100, 110	Gastro Group, LLC	4,131.00	
140	Pura Labs	1,200.00	Mon. -Fri.: 10am-8pm; Sat. 12-5 pm; Closed Sundays
150	Carolinda	1,360.00	Mon.-Sat.: 11 am-7pm; Closed Sundays
160	UPS Store	1,373.00	Mon. -Fri.: 8:30 am-7pm; Sat. 9-3 pm; Sun. 10-3pm
180	Luxury Nails	1,654.00	Mon. -Fri.: 9:30 am-8pm; Sat. 9:30-7:30 pm; Sun. 11:30-6pm
183	Manrique Custom Vision	1,385.00	Mon-Fri. 8-5 pm; Closed Sat-Sun.
185	Dollz Boutique	1,155.00	Mon. -Fri.: 11am-8pm; Sat. 12-5:30 pm; Closed Sundays
190	Shop 195	2,781.00	Mon.-Sat.: 11 am-7pm; Closed Sundays
200	Skintology Spa, LLC	4,608.00	Monday-Saturday: 8am-7pm; Closed Sundays
195	Skintology Spa, LLC	1,697.00	Monday-Saturday: 8am-7pm; Closed Sundays
220	Republica	2,322.00	Mon. 4-11 pm; Tues.- Friday 12-11PM; Sat. 10am-11:30; Sun 10-10pm
240	Republica	1,330.00	Mon. 4-11 pm; Tues.- Friday 12-11PM; Sat. 10am-11:30; Sun 10-10pm
260	Dick B. Davenport D.	3,471.00	Mon-Thurs.8:30-5:30 pm; Fri 8:30-2 pm; Closed Sat.- Sun.
280	A&R Orthodontics, PL	2,500.00	Mon-Thurs.9-6 pm; Closed Fri.; Sat. 9-2 pm; Closed Sun.
300,	Sushi Madre	2,500.00	Mon-Wed. 11-10 pm; Thurs-Sat. 11-11 PM.; Sun. 12-10PM
120	VACANT	2,399.00	
184	VACANT	1,179.00	

ORDINANCE NO. 2016-O-057

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13, LOCATED AT 3402 DEL MAR BLVD., SUITE 220; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 220, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 220.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; RE Kitchen, LLC, for Anise Kitchen & Market Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 191.26 S.F. Floor Plan B, Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Outdoor ambient music and speakers shall be permitted and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section
24.93.12 (b) (l)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (l)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s. the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15 DAY OF June, 2016.

PETE SAENZ
MAYOR

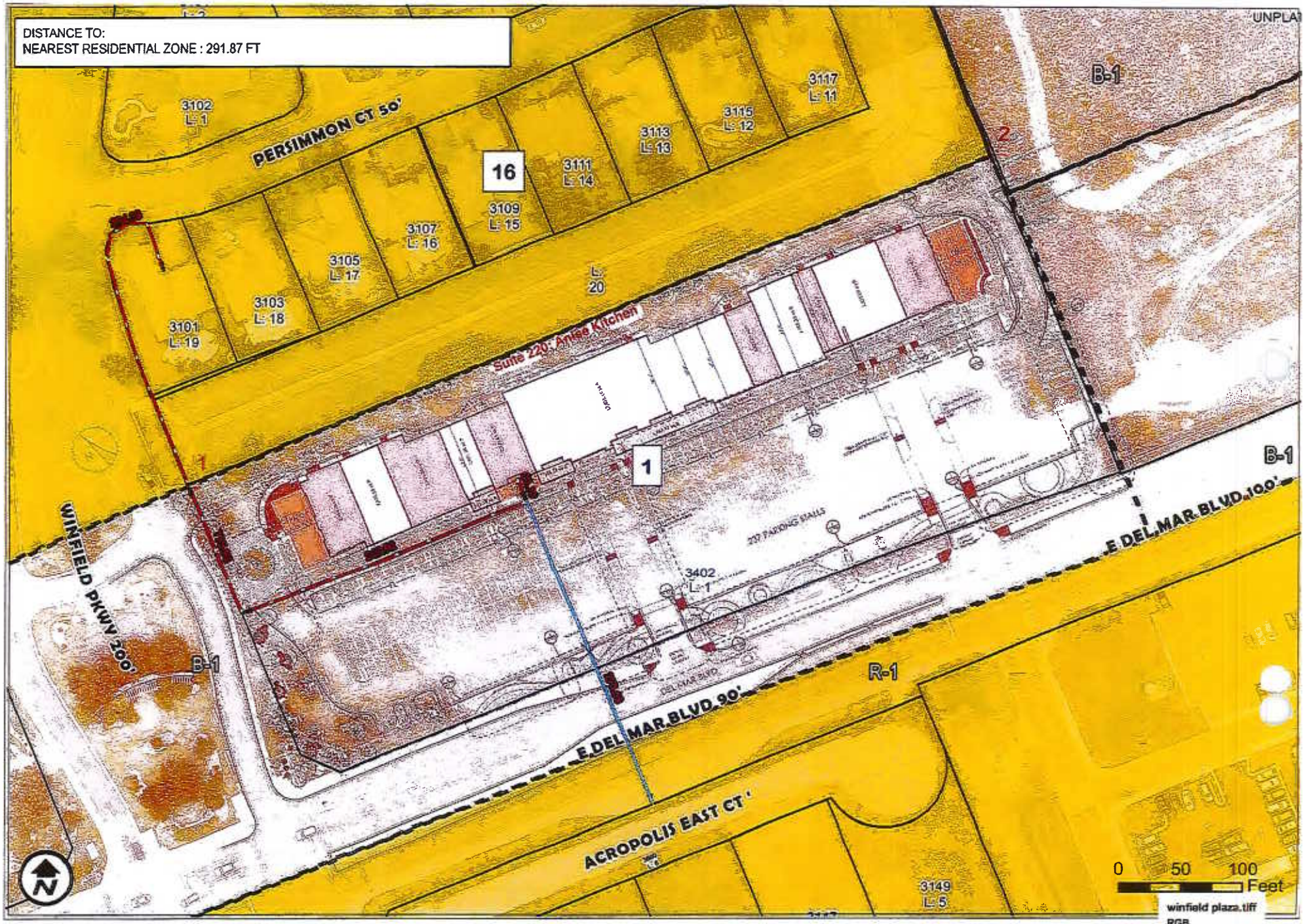
ATTEST:

HEBERTO "BETO" L. RAMIREZ
ACTING CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

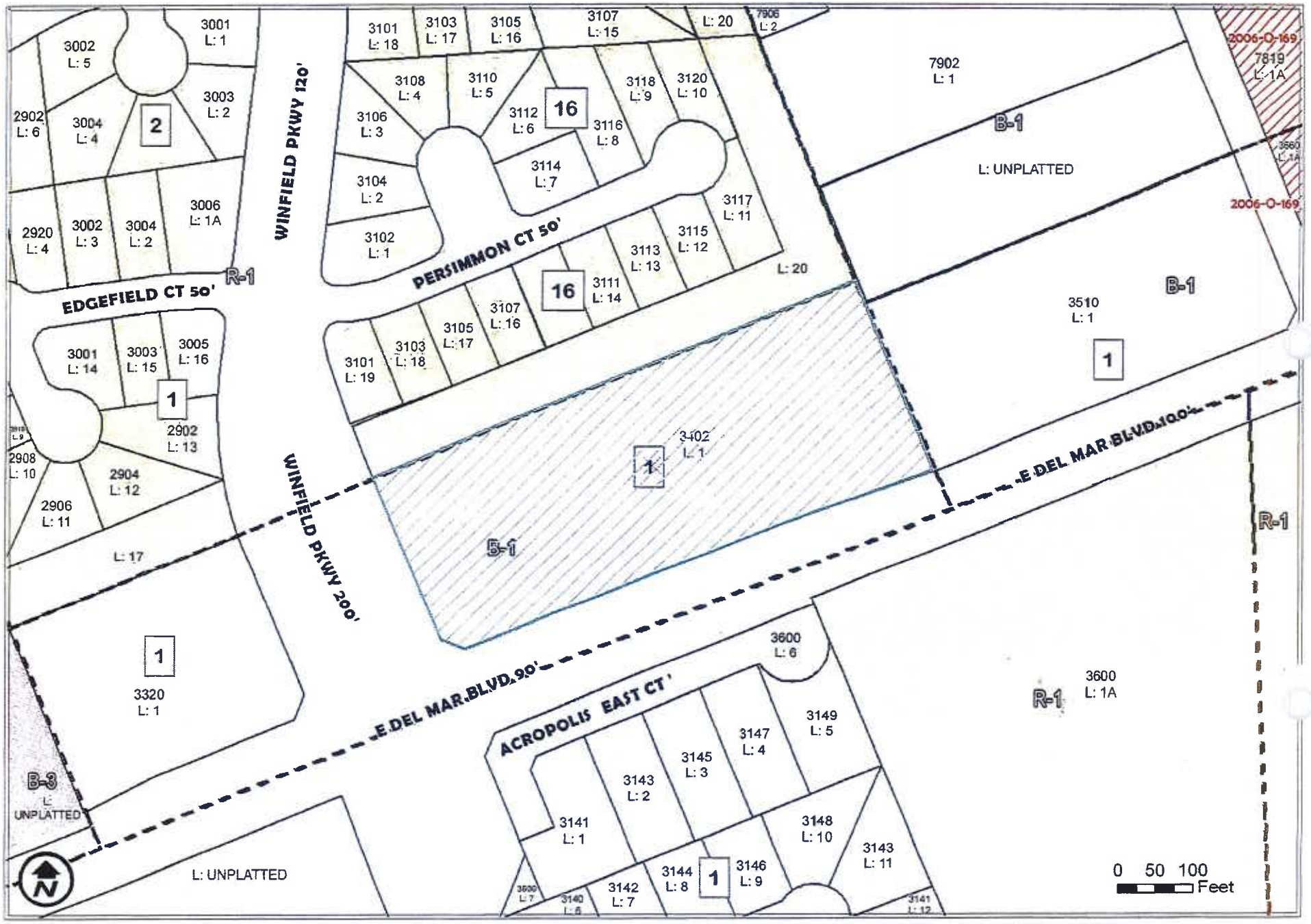
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



MEASUREMENTS
1 inch = 100 feet
Date: 4/14/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

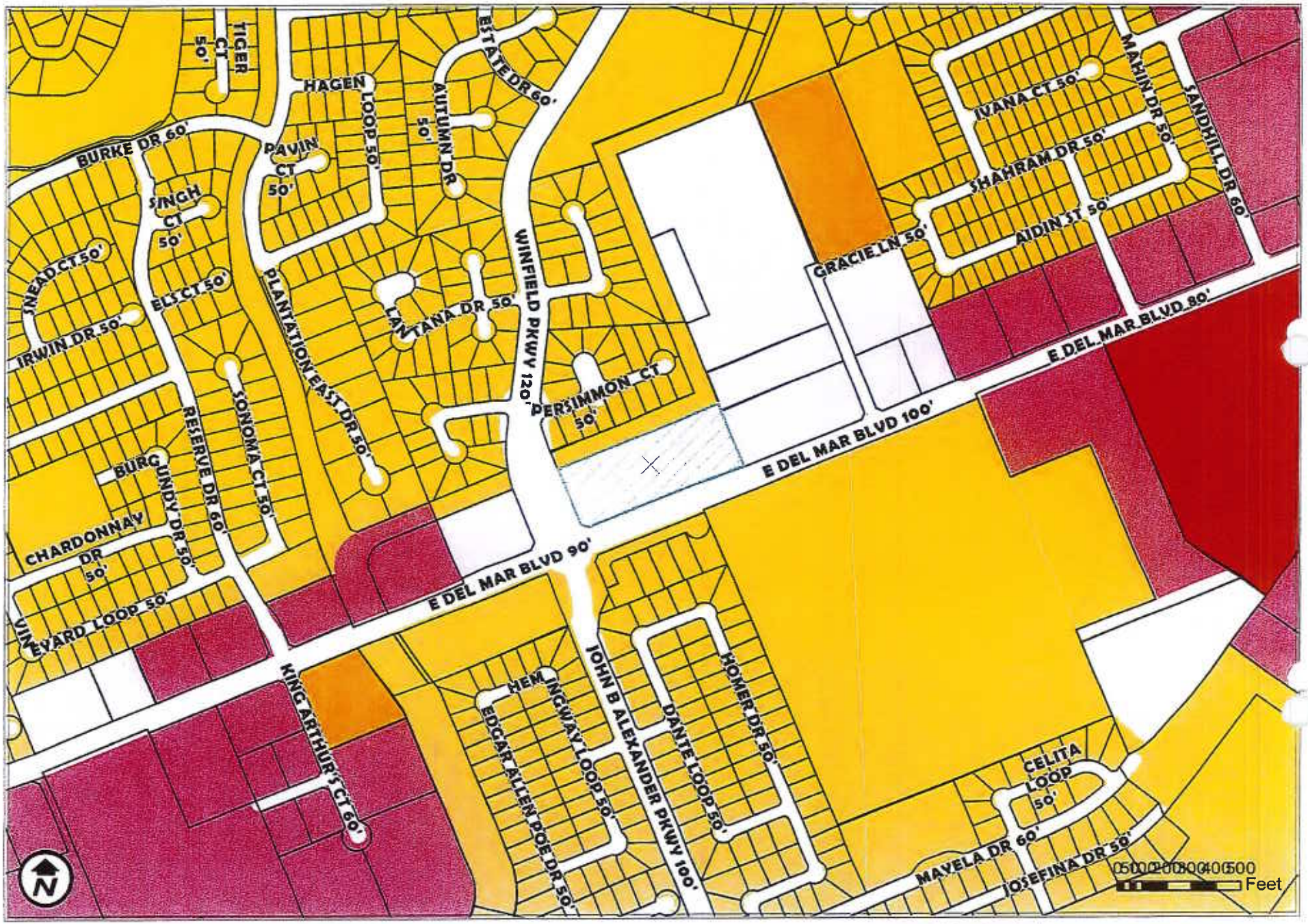


ZONING MAP
1 inch = 166 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

S U P (SPECIAL USE PERMITS)
C.U.P (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

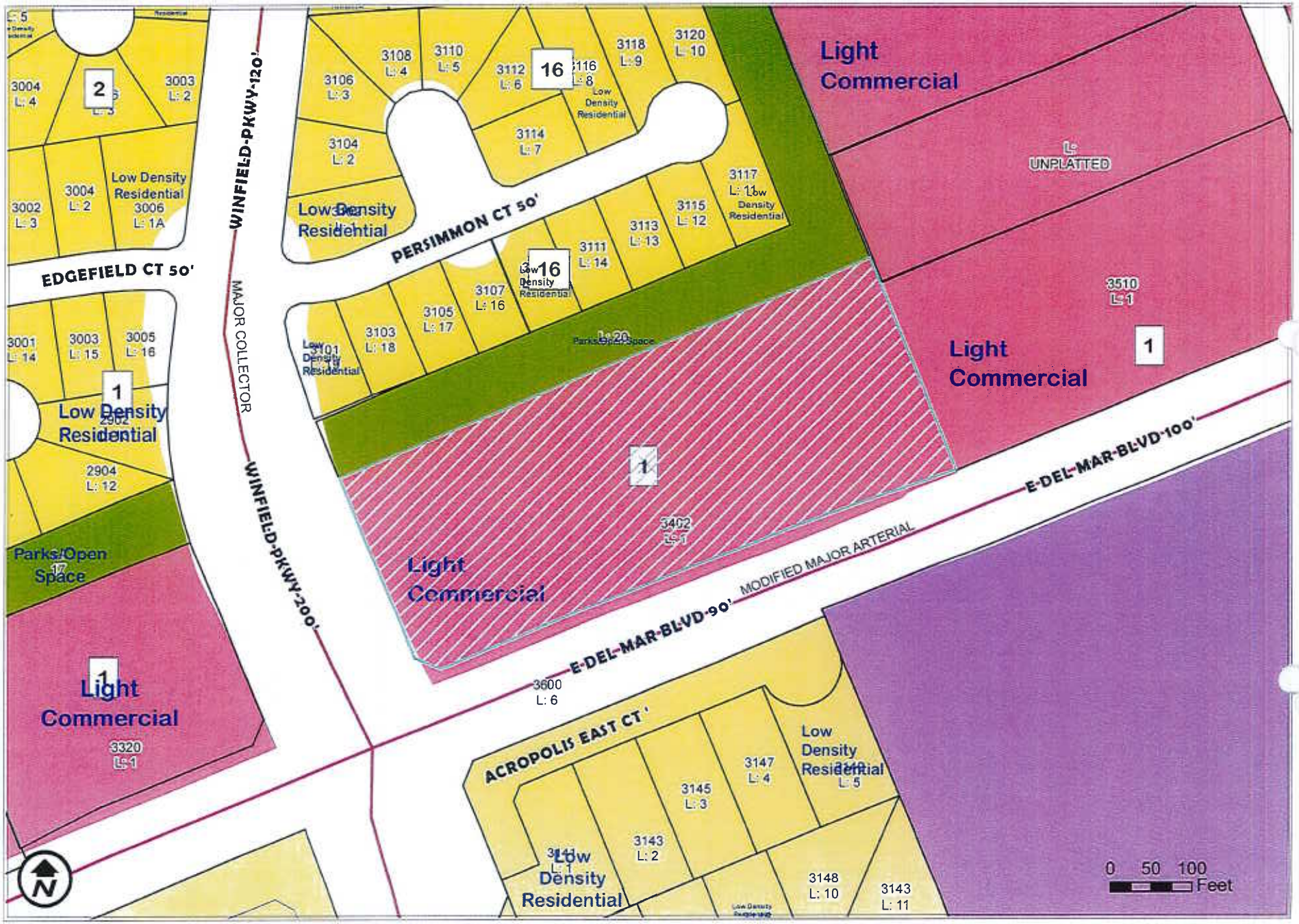
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



AERIAL MAP
1 inch = 166 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

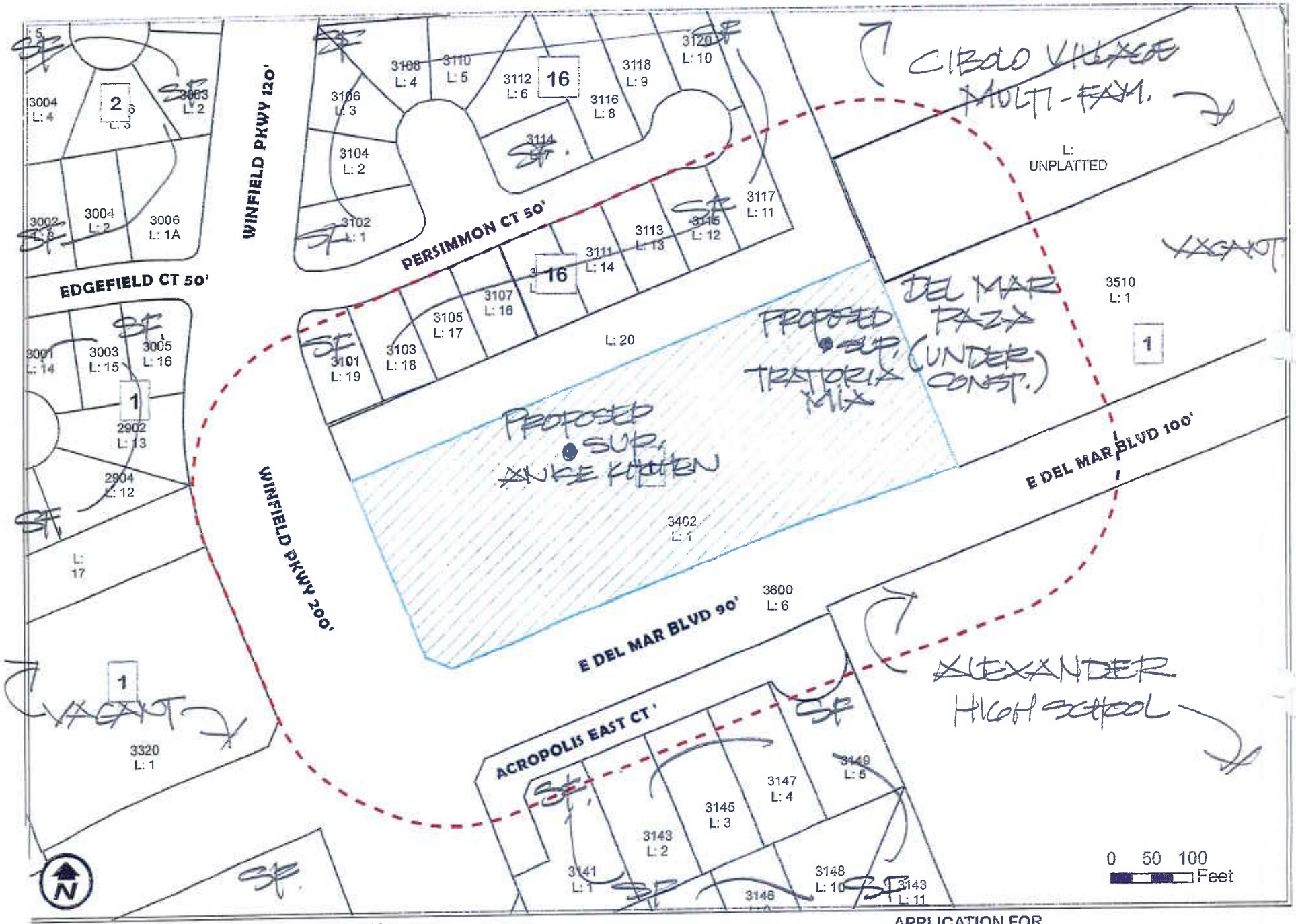
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP
1 inch = 150 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

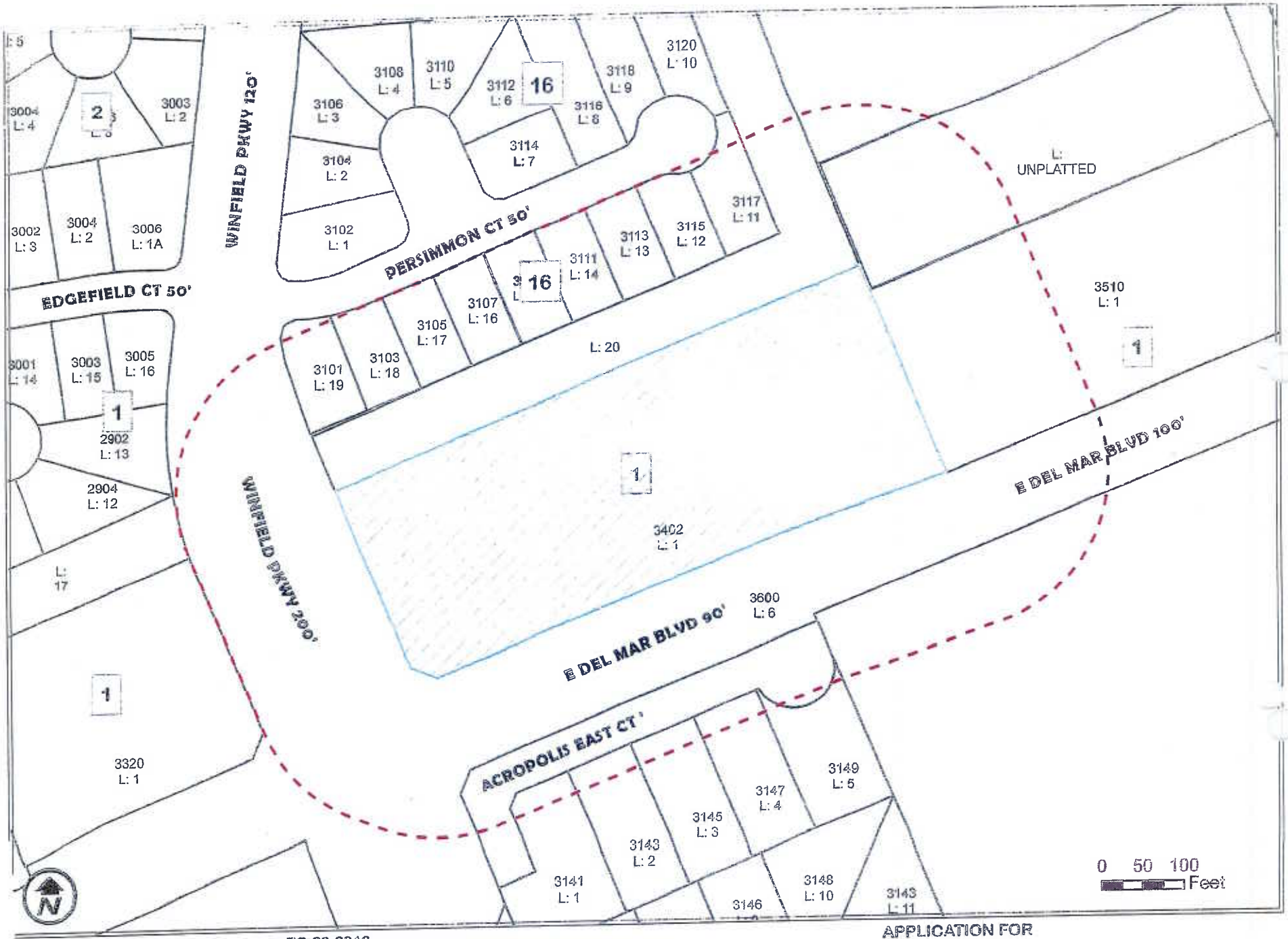
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



200' NOTIFICATION
1 inch = 150 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



200' NOTIFICATION
1 inch = 150 feet
Date: 4/1/2016

ZC-28-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 220

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

Suite 220: Anise Kitchen
237 PARKING STALLS
DEL MAR BLVD
SERVICE DRIVE
SITE PLAN
SITE PLAN
KILLAM COMPANIES
WINFIELD RETAIL CENTER
KILLAM
DATE: 3/24/16
REVISIONS:
ADDENDUM 2
EXHIBIT C

Exhibit A

LANDSCAPE ORDINANCE

STREET TREE PLANTING REQUIREMENTS
Del Mar street frontage: 705 l.f. / 30' = 24 trees required
Total trees provided: 25
Winfield street frontage: 270 l.f. / 30' = 9 trees required
Total trees provided: 12

SURFACE PARKING LOT REQUIREMENTS
Total number of parking spaces: 256 / 10 = 24 trees required
Total trees provided: 29
Street trees required: 24 x 4 = 96 shrubs required
Total shrubs provided: 130

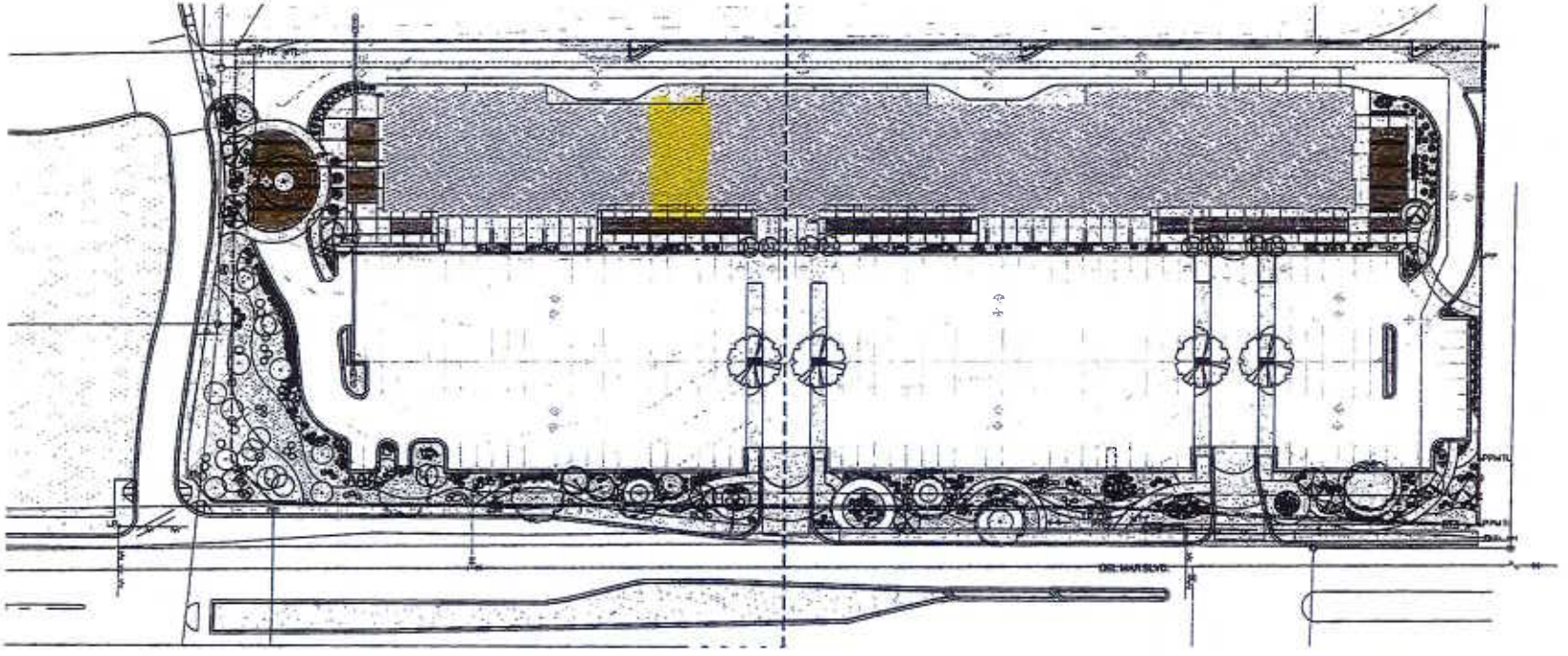
LEGEND

EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
EXISTING SHRUB TO REMAIN	
LO	
CE	
DW	
MP	
TPR	
MTL	
MUO	
ASIAN JASMINE	
BERMUDA HYDROMED	
POP	
CEN	
SKL	
RR	
M26	
TB	
BG	
AS	
IS	
EN	
GMG	
MFG	
MS	
MAG	
LA	
CJ	
SKU	
ZX	
PRO	
WTA	
QVA	
SO	
TLY	
GRANITE GRAVEL	
MULCH	

PLANTING NOTES (Keyed Notes)

1. Landscape contractor shall be responsible for making himself familiar with the specifications and all special requirements. It is the responsibility of the Landscape contractor to notify the Landscape Architect for site inspections as specified in the specifications. Failure to notify the Landscape Architect does not relieve the contractor from inspection approval and will require the contractor to install/repair work as required for approval at the cost of the contractor. Landscape contractor is to inform Landscape Architect of the start date of work.
2. The landscape contractor is to notify Texas One Call (1800-245-4545) 72 hours prior to any excavation. Landscape contractor shall be responsible for making himself familiar with all underground utilities, pipes and structures. Irrigation contractor shall take sole responsibility for any cost incurred due to damage of said utilities whether or not Texas One Call is notified.
3. Do not willingly proceed with construction as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Landscape Architect. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
4. The Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
5. If conflicts arise between size of areas and plans, Contractor is to contact Landscape Architect for resolution. Failure to make such conflicts known will result in contractor's liability to relocate the materials.
6. See specifications for planting requirements, materials and work.
7. Till 4" of Landscape Soil Mix into new bed areas. Landscape Soil Mix shall be Gardenville Landscape 4-way mix (651-6151) or equal.
8. Provide 1/8" x 5" steel edging between all bed areas and lawn areas.
9. Spray all existing grass in new bed areas with Roundup.
10. Groundcover shall be planted as indicated on plan. Groundcovers shall be triangularly spaced. All groundcovers shall be held back 6" from edge of new shrub plantings.

- Landscape boulder. See detail 3/L2.1
- Retaining wall. See Civil drawings.
- Seat wall. See Civil drawings.
- Tree grate. See Architectural drawings.
- Steel edging. See detail 2/L2.0



1 OVERALL PLANTING PLAN
SCALE: 1"=30'-0"

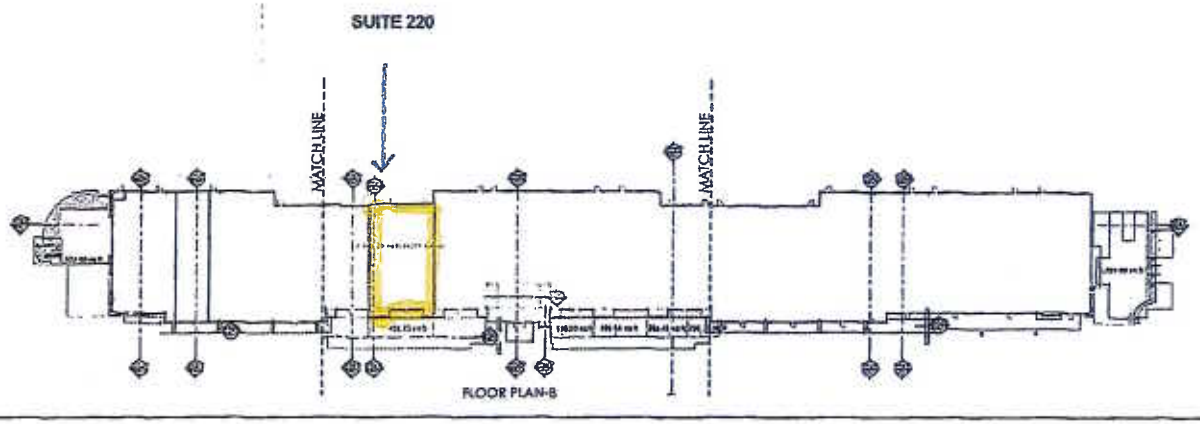
C.H.Z. Group LLC
LANDSCAPE ARCHITECTURE
Landscape Architecture & Planning
212 Nicolas Pino Trail 78209
Laredo, Texas
210-364-1910/956-324-0204 fax

LANDSCAPE IMPROVEMENTS
WINFIELD SHOPS
Laredo, TX

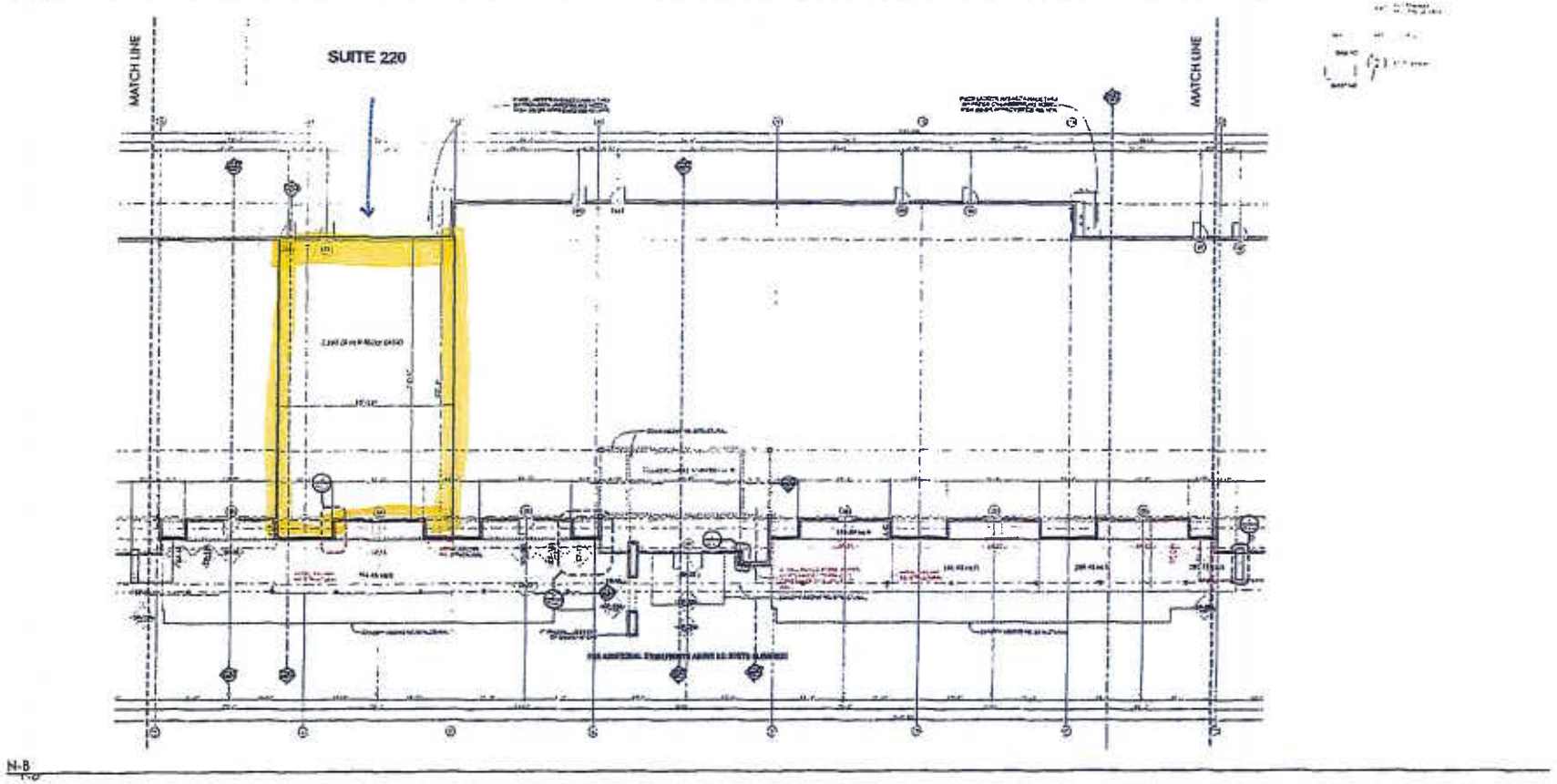
DRAWN:
CHECKED:
DATE: 03/31/10
JOB NO.:
REVISIONS:

SHEET TITLE
PLANTING PLAN

SHEET NO.
L1.1





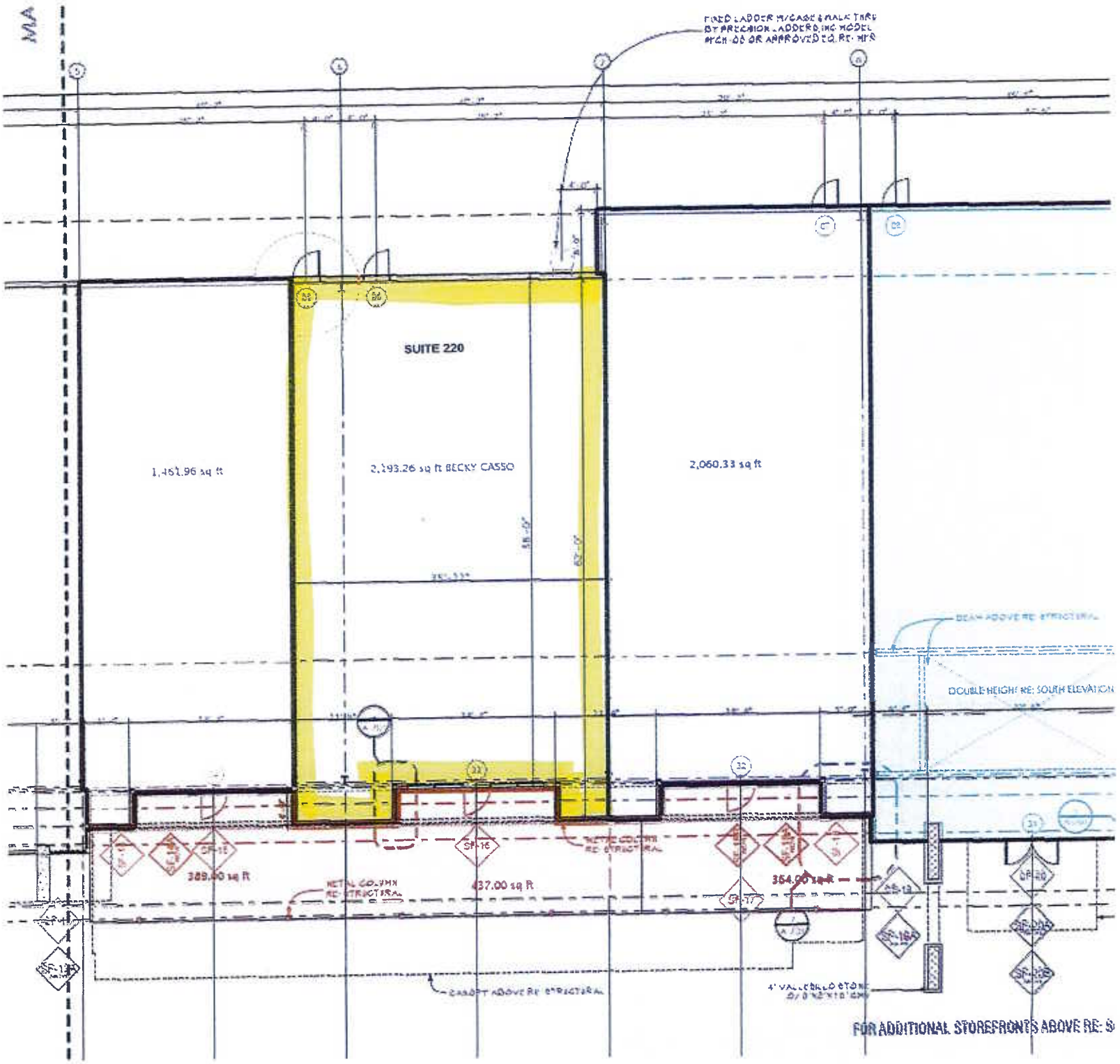


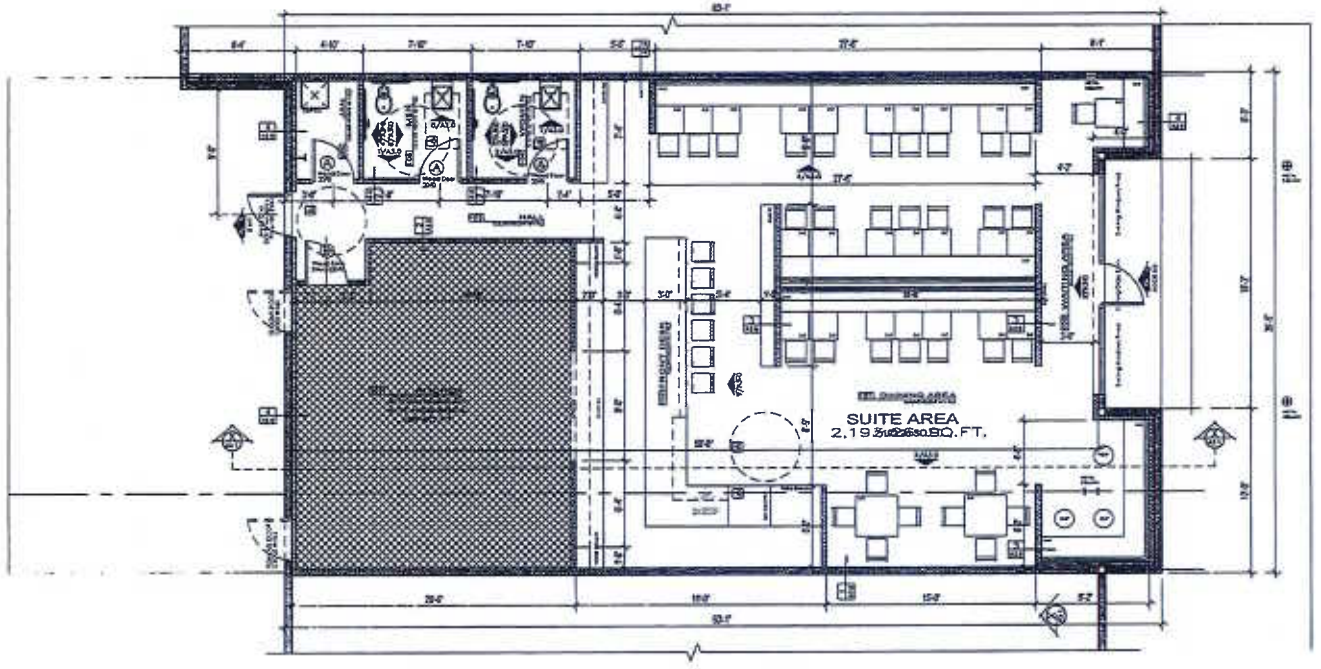
KILLAM COMPANIES
WINFIELD RETAIL CENTER

FLOOR PLAN-B

DATE: 2/15/14

ADDENDUM 2


SUITE 220
1,461.96 sq ft
2,193.26 sq ft BECKY CASSO
2,060.33 sq ft
DOUBLE HEIGHT RE: SOUTH ELEVATION
FOR ADDITIONAL STOREFRONTS ABOVE RE: S



1 | FLOOR PLAN
SCALE 1"=1/4"

GENERAL NOTES:

DOOR SCHEDULE					
MARK	WIDTH	HEIGHT	TYPE	MATERIAL / FINISH	DESCRIPTION

WALL LEGEND

SIMBOLOGY
DETAIL NUMBER / INTERIOR ELEVATION
SEE PLAN NUMBER
SEE DOOR SHEDULE

AREAS SUITE 1103	
TOTAL AREA	
OCCUPANTS	40

LEGAL DESCRIPTION

GENERAL CONTRACTOR

MODERN CONSTRUCTION, INC.
956.724.9001

CLIENT

Anise KITCHEN + MARKET

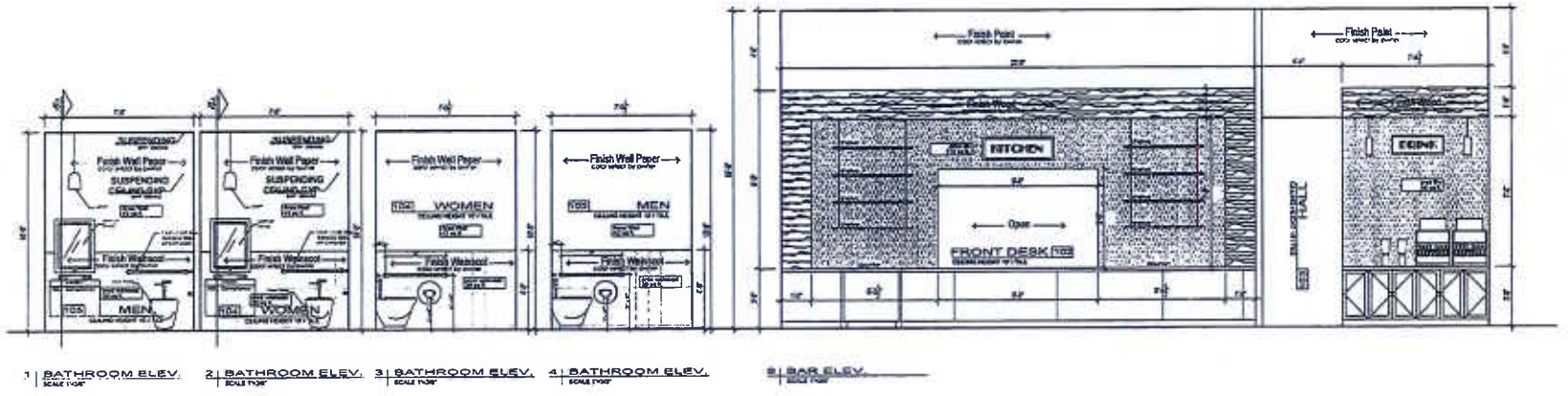
5 DEL MAR AND WINFIELD PKWY
LAREDO TEXAS

TITLE

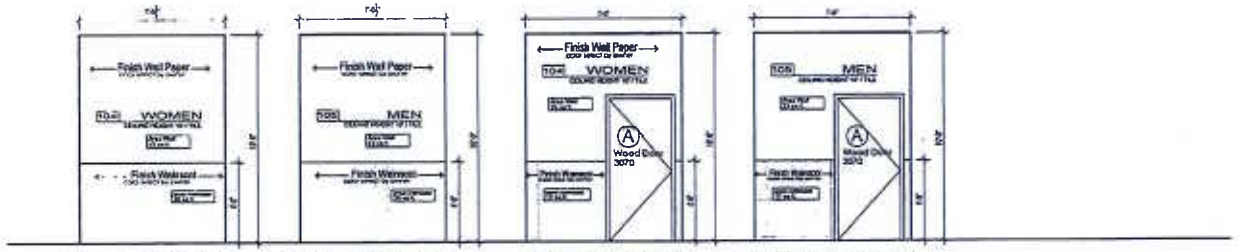
ANISE KITCHEN + MARKET
FLOOR PLAN

ISSUED:
REVISIONS:
1
2

A2.0



1 | BATHROOM ELEV. 2 | BATHROOM ELEV. 3 | BATHROOM ELEV. 4 | BATHROOM ELEV. 5 | BAR ELEV.



6 | BATHROOM ELEV. 6 | BATHROOM ELEV. 7 | BATHROOM ELEV. 8 | BATHROOM ELEV.

GENERAL NOTES:

1.- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS IN THE FIELD
2.- EXTERIOR ELECTRIC INSTALLATION FIELD VERIFY WITH CONTRACTOR
3.- NON SPRINKLER SYSTEM

GENERAL CONTRACTOR

MODERN CONSTRUCTION, INC.
956.724.9001

CLIENT

Anise KITCHEN + MARKET

E.DEL MAR AND WINFIELD PKWY LAREDO TEXAS

TITLE

ANISE KITCHEN + MARKET
INTERIOR ELEV.

ISSUED:

REVISIONS:

A3.0

Anise
KITCHEN + MARKET

Suite #220

Narrative Description

R E Kitchen LLC, dba as Anise Kitchen & Market will be a natural foods and clean eating restaurant facility. We will be offering healthy meals including clean proteins (fish, chicken, tofu), vegetarian and vegan options for lunch and dinner. We plan on serving beer, wine and mixed beverages as well. We will have a small retail section of natural home and kitchen products. Proposed hours of operation are from 11:00 am to 11:00 pm. Number of employees is yet to be determined but are likely to be in the 8-10 range. The facility will seat from 55-60 people along with a small patio area with seating. The facility will be open from Monday - Saturday. The Business has 12 spaces per 1,000 sq.ft., the suite being 2,193 sq.ft.

Rebeca Casso
Manager
Anise Kitchen & Market

Exhibit B

3402 Del Mar Blvd. Suite 220
SUP for a Restaurant Selling Alcohol
ZC-28-2016



3402 Del Mar Blvd. Suite 220

SUP for a Restaurant Selling Alcohol

ZC-28-2016









3402 Del Mar Blvd. Suite 220
SUP for a Restaurant Selling Alcohol
ZC-28-2016









City Council-Regular

Meeting Date: 06/06/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Killam Development LTD, Owner; RE Kitchens LLC/Evelyn Sames and Rebeca Casso, for Anise Kitchen & Market Restaurant, Applicant(s)

Staff Source: Nathan R. Bratton

SUBJECT

2016-O-057 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 220; providing for publication and effective date. District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of May 16, 2016.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Restaurant Serving Alcohol

Site: 11 Suites Commercial Building (proposed Anise Kitchen & Market Restaurant, proposed Trattoria Mia Restaurant, and proposed Sushi Madre 4 Restaurant, and 8 more available suites).

Surrounding land uses: North, of the property is Winfield residential subdivision. East of the property are, Cibolo Village (multi-family complex), and Plaza del Mar (a commercial plaza under construction) and further down across the street is Country Commercial (with 11 suites for commercial use). South of the property are Alexander High School and Alexander Subdivision. West of the property are Alexander Subdivision and Winfield Subdivision.

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Blvd. as a Modified Major Arterial (90') and Winfield Parkway as a Major Collector (200').

Letters sent to surrounding property owners: 21

In Favor: 1
Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff does not support the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP location does not meet distance requirements as per Ordinance 2013-O-005, Section 24.93.7 (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door to the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
2. The proposed SUP for a restaurant selling alcohol is not compatible with the existing zones and surrounded uses in this section of Del Mar Blvd.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; RE Kitchen, LLC, for Anise Kitchen & Market Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 191.26 S.F. Floor Plan B, Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it

from blowing onto adjacent streets and properties.

5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-057
Color Maps
Exhibits A & B
Color Pictures

ORDINANCE NO. 2016-O-058

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13, LOCATED AT 3402 DEL MAR BLVD., SUITE 100; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 100, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 100.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; Trattoria M. INC, for Trattoria Mia Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 746.00 S.F. Floor Plan C, Suite 100, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Outdoor ambient music and speakers shall be permitted and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all

Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non--compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section
24.93.12 (b) (l)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (l)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s. the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15 DAY OF June, 2016.

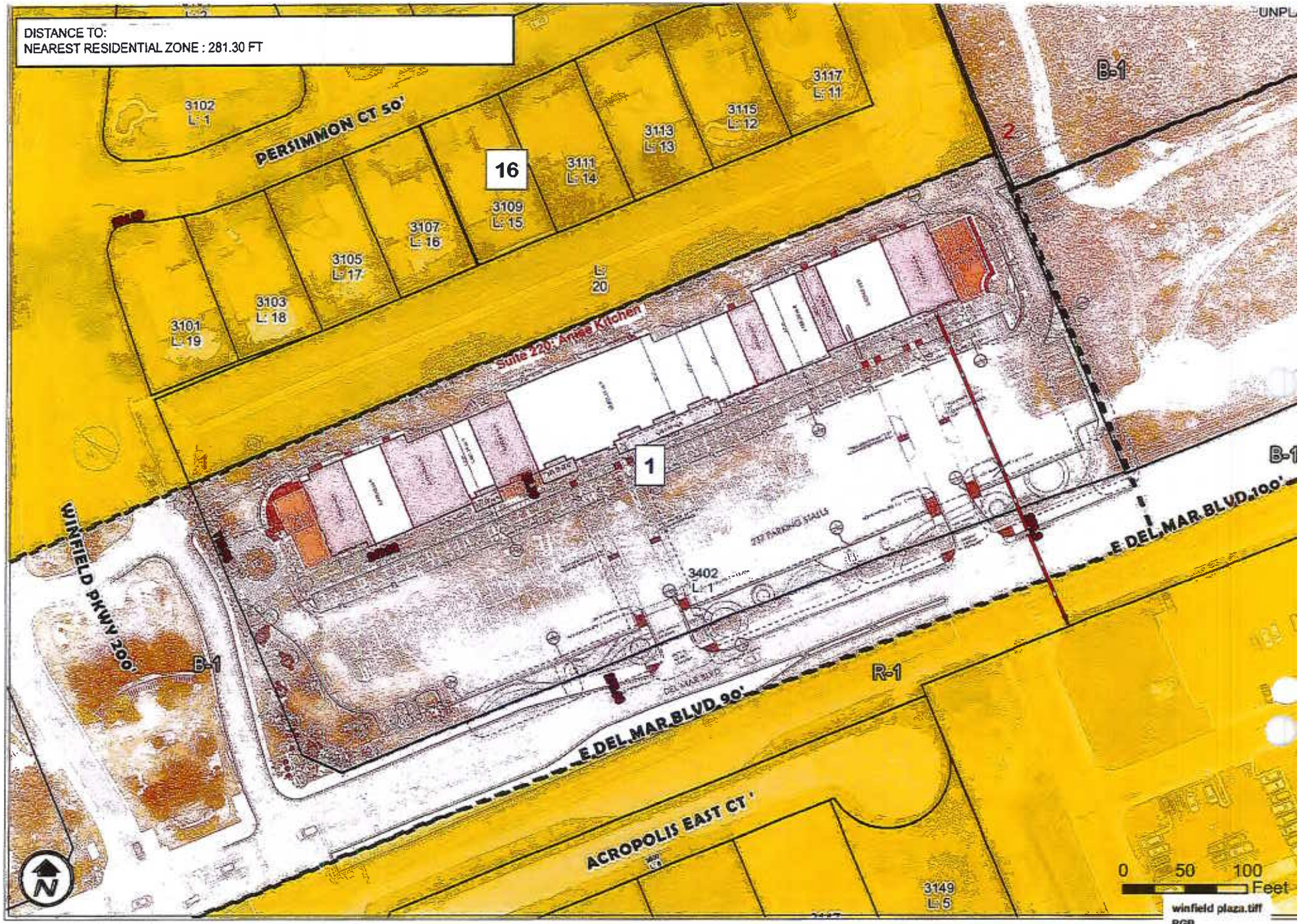
PETE SAENZ
MAYOR

ATTEST:

HEBERTO "BETO" L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

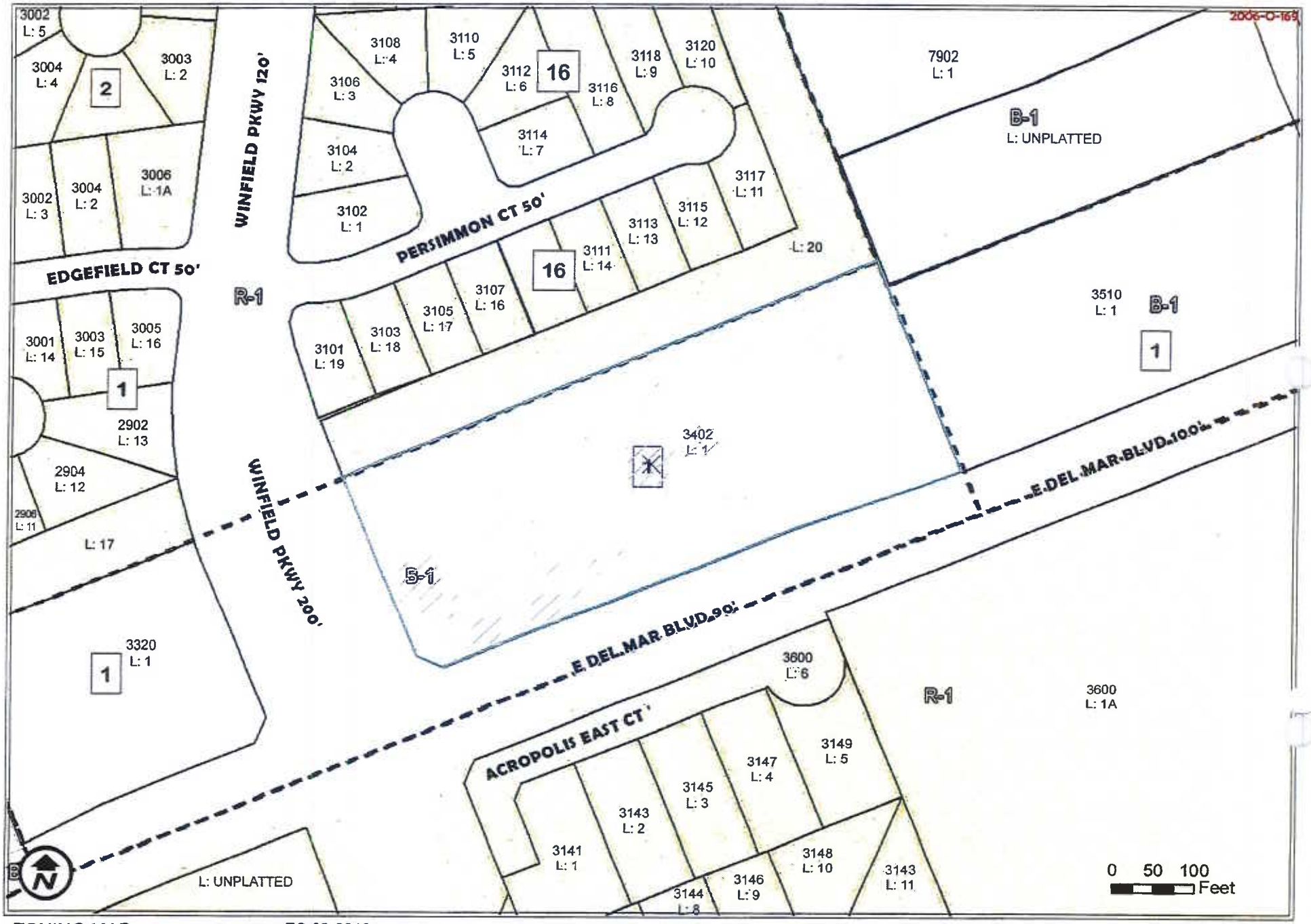
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



MEASUREMENTS
1 inch = 100 feet
Date: 4/14/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

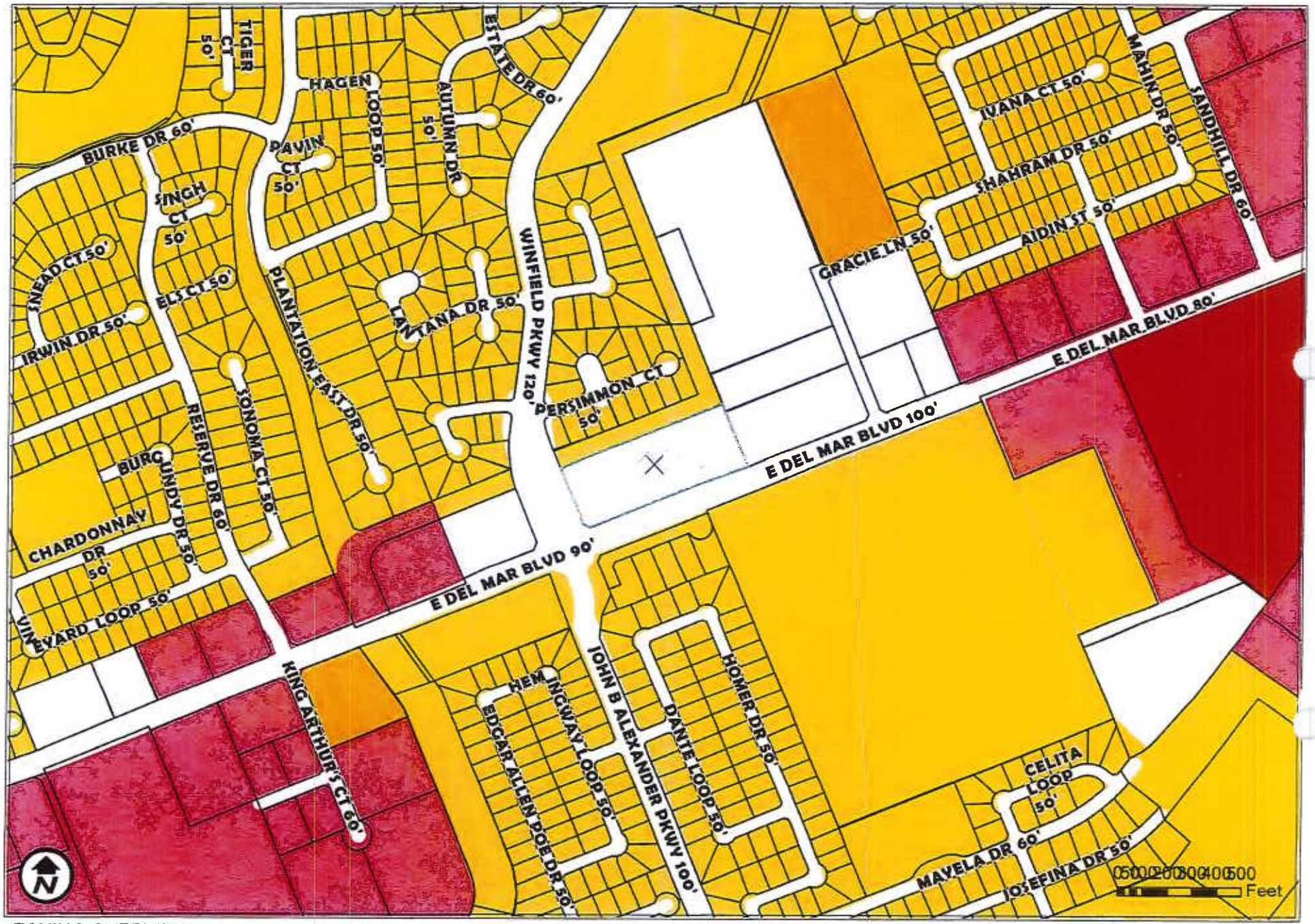


ZONING MAP
1 inch = 150 feet
Date: 4/1/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P



ZONING OVERVIEW
1 inch = 500 feet
Date: 4/1/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

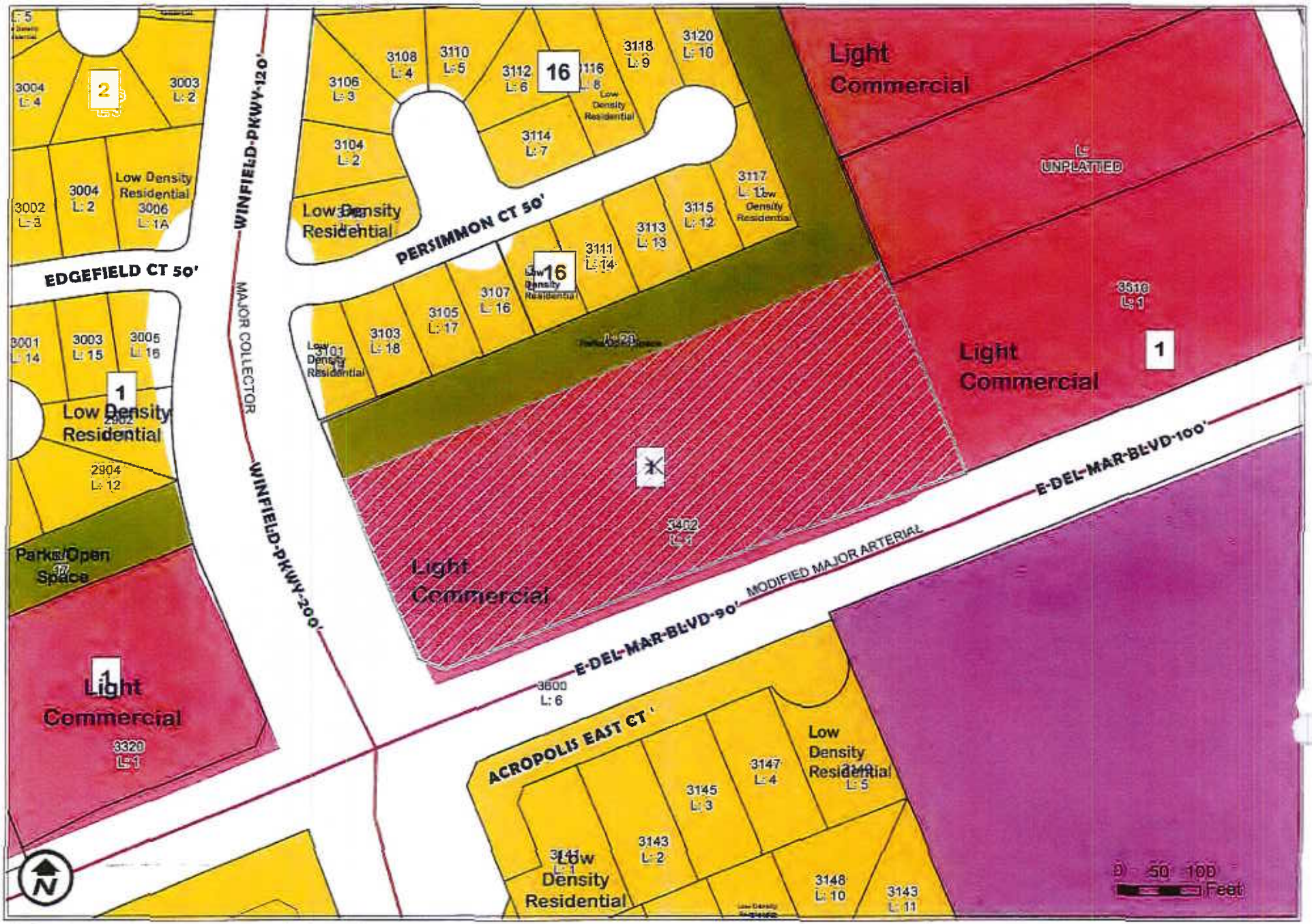
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



AERIAL MAP
1 inch = 150 feet
Date: 4/1/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

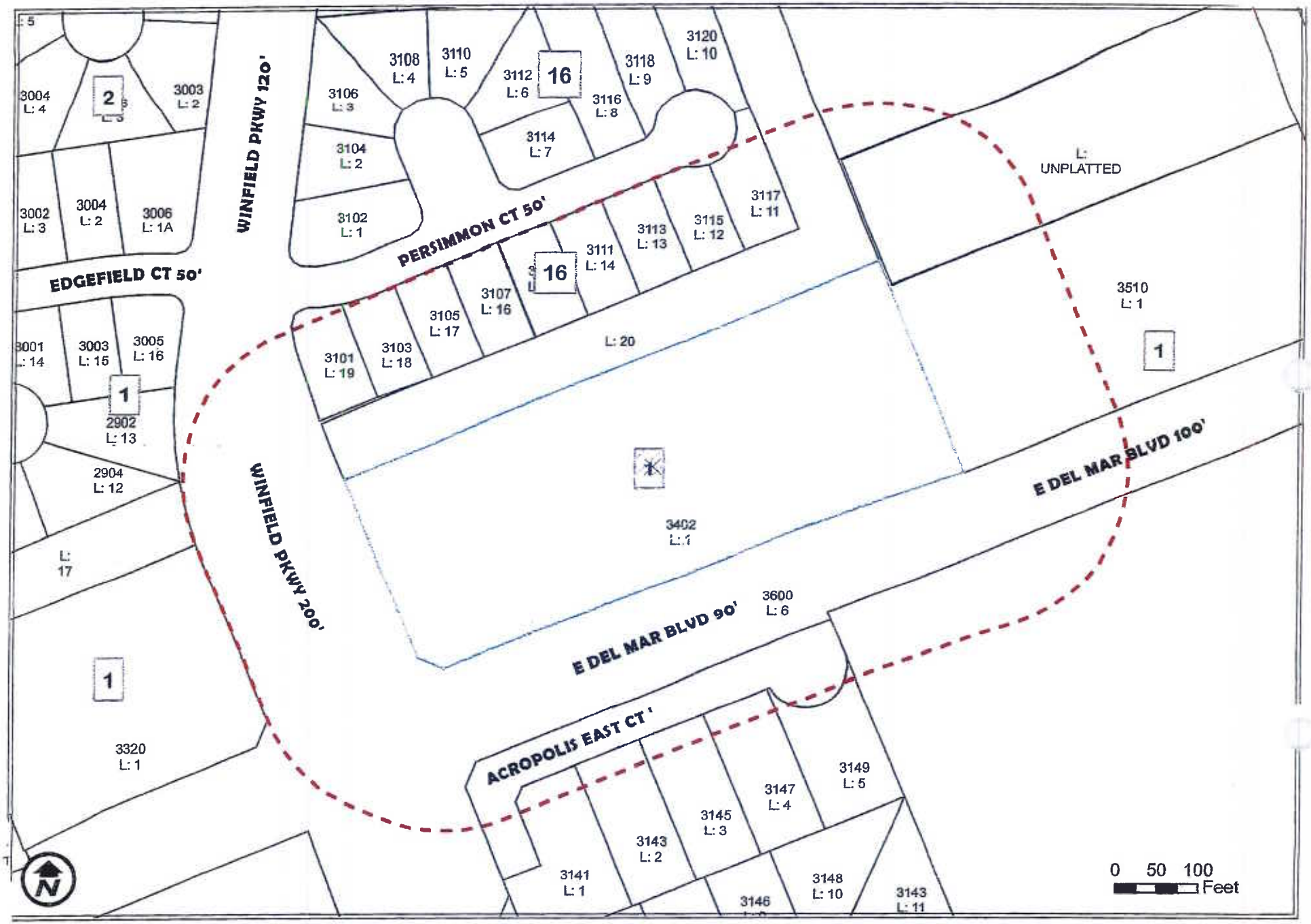
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP
1 inch = 150 feet
Date: 4/1/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

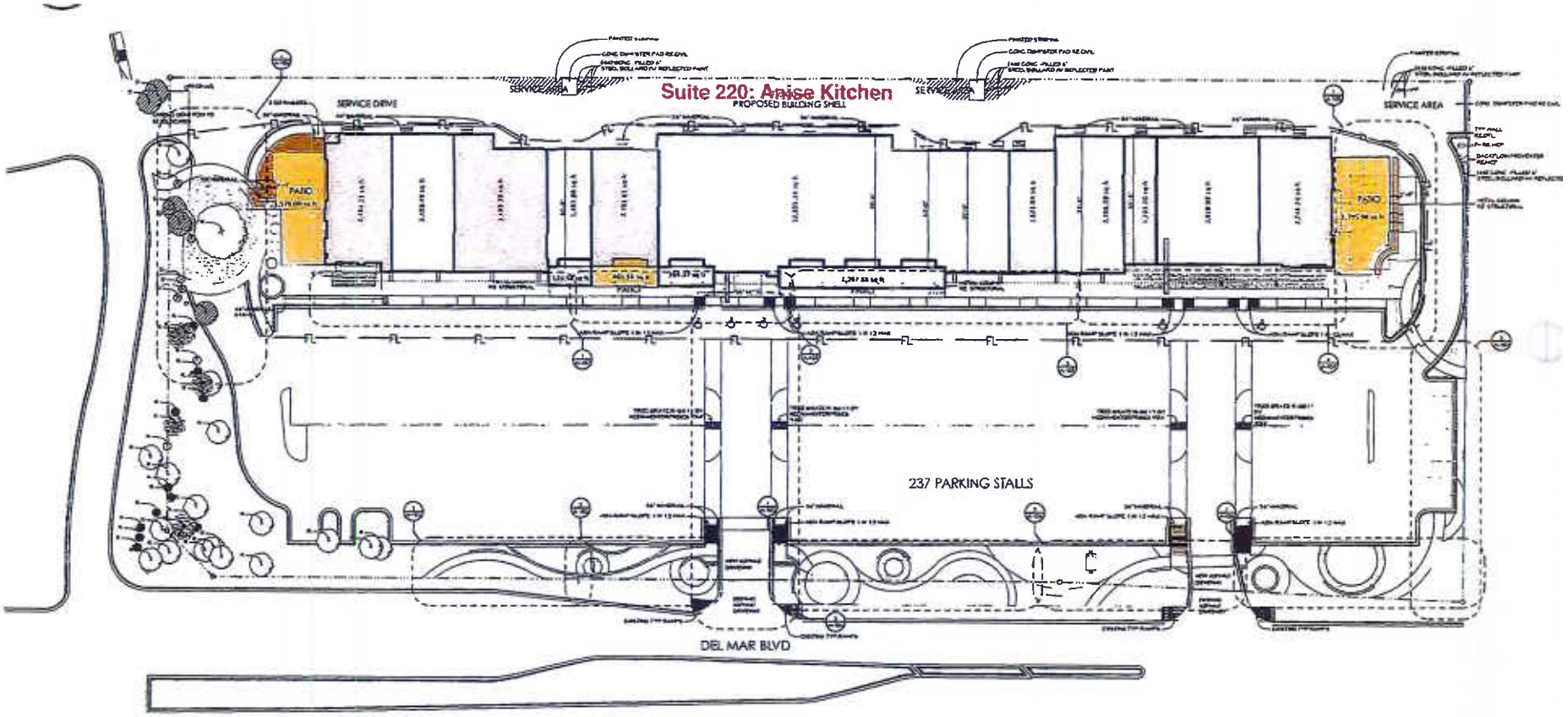
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



200' NOTIFICATION
1 inch = 150 feet
Date: 4/1/2016

ZC-29-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 100

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



3 SITE PLAN
SCALE: 1" = 30'

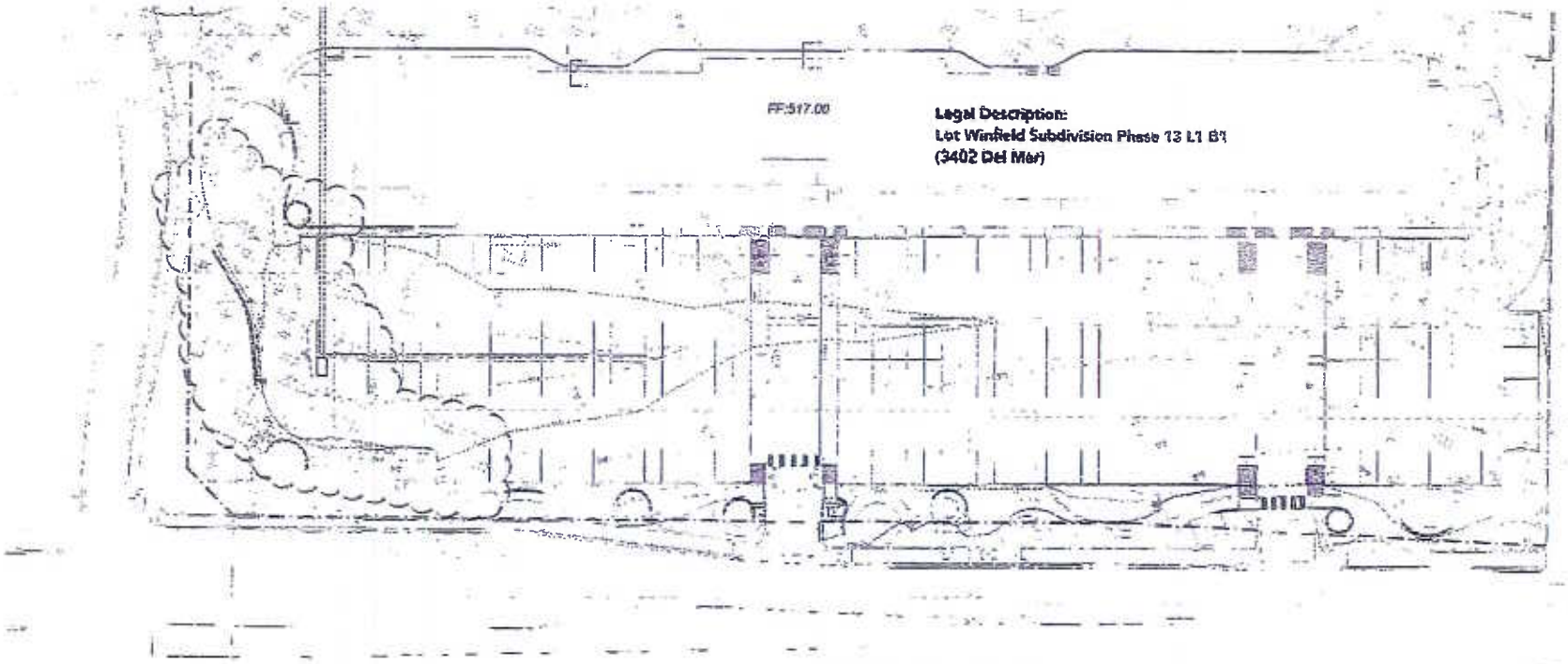
PROJECT GENERAL NOTES:

AVAILABILITY LEGEND

AVAILABLE SPACES

LEASED SPACES

Exhibit A

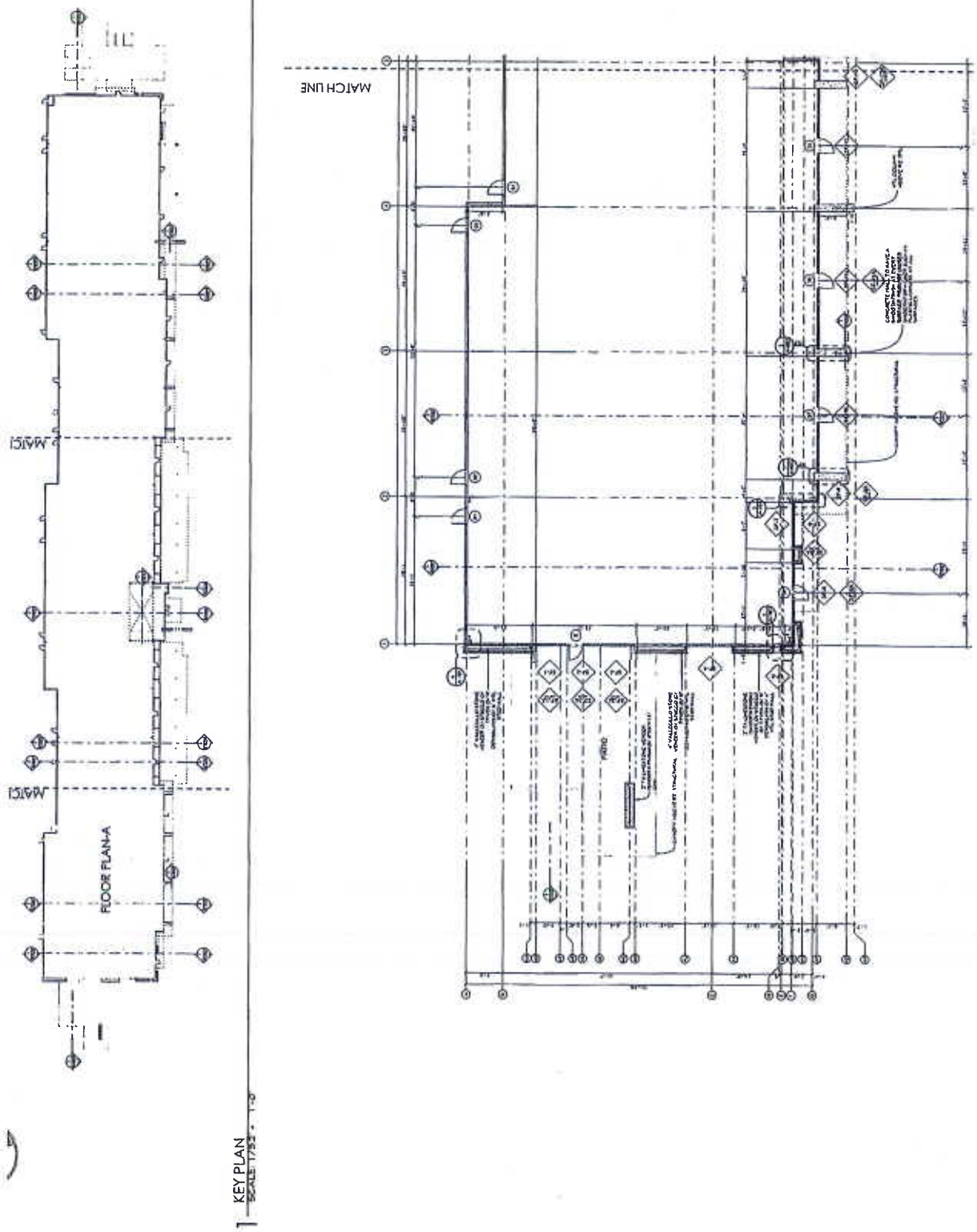


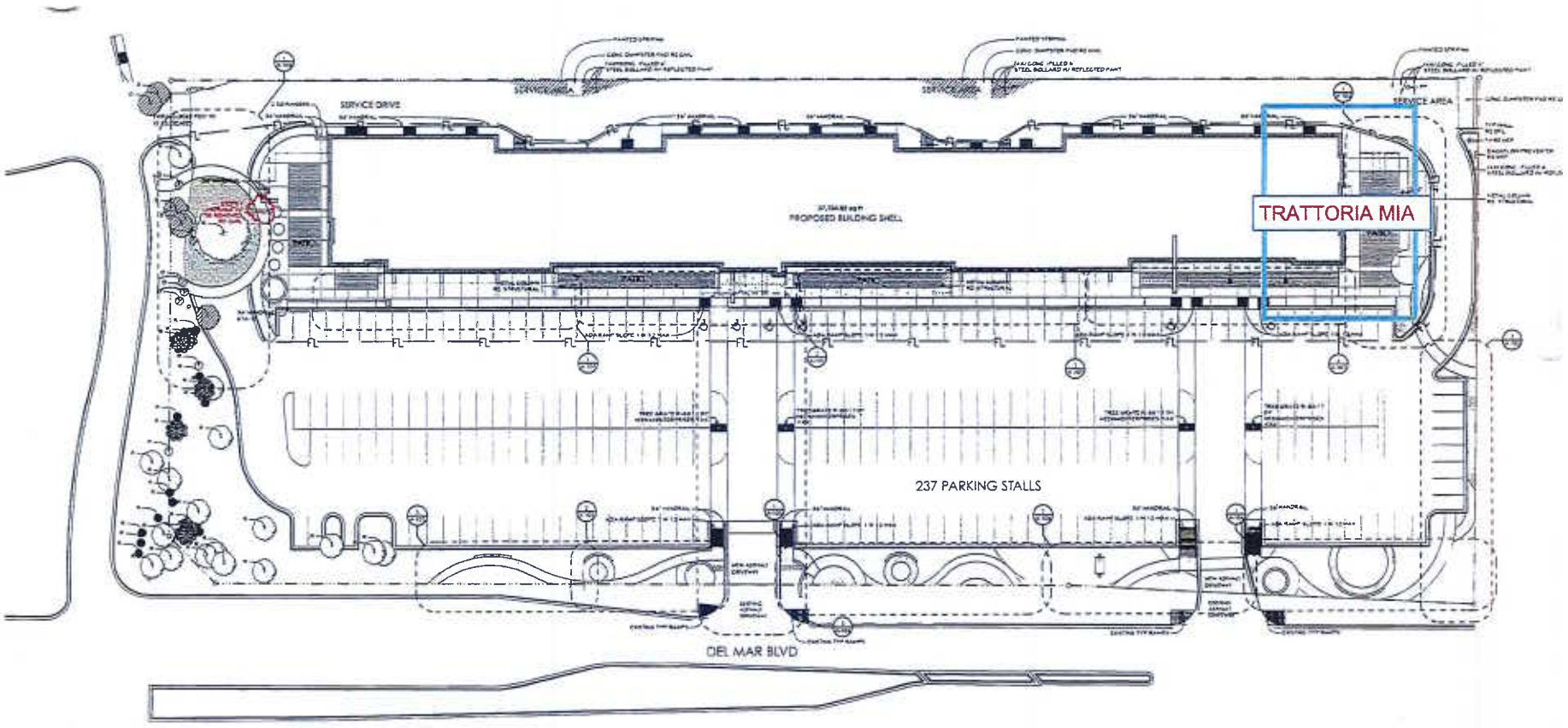
231 Parking Stalls

SECTION 'A'

SECTION 'B'

LEGEND


MATCH LINE
MATCH LINE
FLOOR PLAN-A
KEY PLAN



3 SITE PLAN
SCALE: 1" = 50'

PROJECT GENERAL NOTES:

AS PER SECTION 303
AREA BELOW 750 S.F. THIS CLASS IS B

ALLOWABLE BUILDING HEIGHTS AND AREAS.....178,125
AS PER TABLE 503
TYPE II B (SPRINKLED) = 37,500 S.F. PER FLOOR
AS PER SECTION 506
At=[As/Ns x Is/As ≥ 1.0]
At=[A1/A1 + A2/A2 + ...] = 178,125 S.F. PER FLOOR

TOTAL OCCUPANT LOAD.....106 OCCUPANTS

CONSTRUCTION TYPE.....TYPE II B
AS PER TABLE 601
TYPE II B

FIRE SEPARATION
AS PER TABLE 903.2.1.3
12,000 S.F. MAX AREA SPRINKLER SYSTEM
NO SEPARATION NEEDED

FUNCTION OF SPACE OCCUPANT LOADS
AS PER TABLE 1004.1.1
KITCHEN AREAS.....834 S.F. (gross) / 200 s. = 4 OCCUPANTS
A2 ASSEMBLY
(SPRINKLED).....1,640 S.F. / 15 = 102 OCCUPANTS

TOTAL OCCUPANTS: 115

EGRESS WIDTH
100 x .00 = 2.13".....36" MIN.

FIRE CORRIDOR REQUIREMENTS.....NONE
AS PER TABLE 1018.1

CORRIDOR PARTITION ASSEMBLY RATING.....NONE

FIRE ALARM REQ.....NONE, AS PER 907.2.2
CONTRACTOR TO PROVIDE A FULLY FUNCTIONAL FIRE ALARM SYSTEM DESIGNED BY LICENSED FIRE ALARM PROFESSIONAL. DESIGN AND SYSTEM SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. CONTRACTOR TO COORDINATE FIRE ALARM REQUIREMENTS WITH FIRE ALARM INSTALLER AND ANY OTHER TRADES IMPACTED BY THE INSTALLATION OF ALARM SYSTEM

MECHANICAL ROOM SEPARATION REQ.....NONE

FIRE SAFETY REQUIREMENTS NOTES:

CONTRACTOR TO EXTEND FIRE SPRINKLER SYSTEM INTO FINISHED SPACE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

CONTRACTOR TO PROVIDE AND COORDINATE ALL NECESSARY PLANS, DOCUMENTATION, PERMITS, ETC. NEEDED AS PER CITY OF LAREDO REQUIREMETNS.

PLAN LEGEND

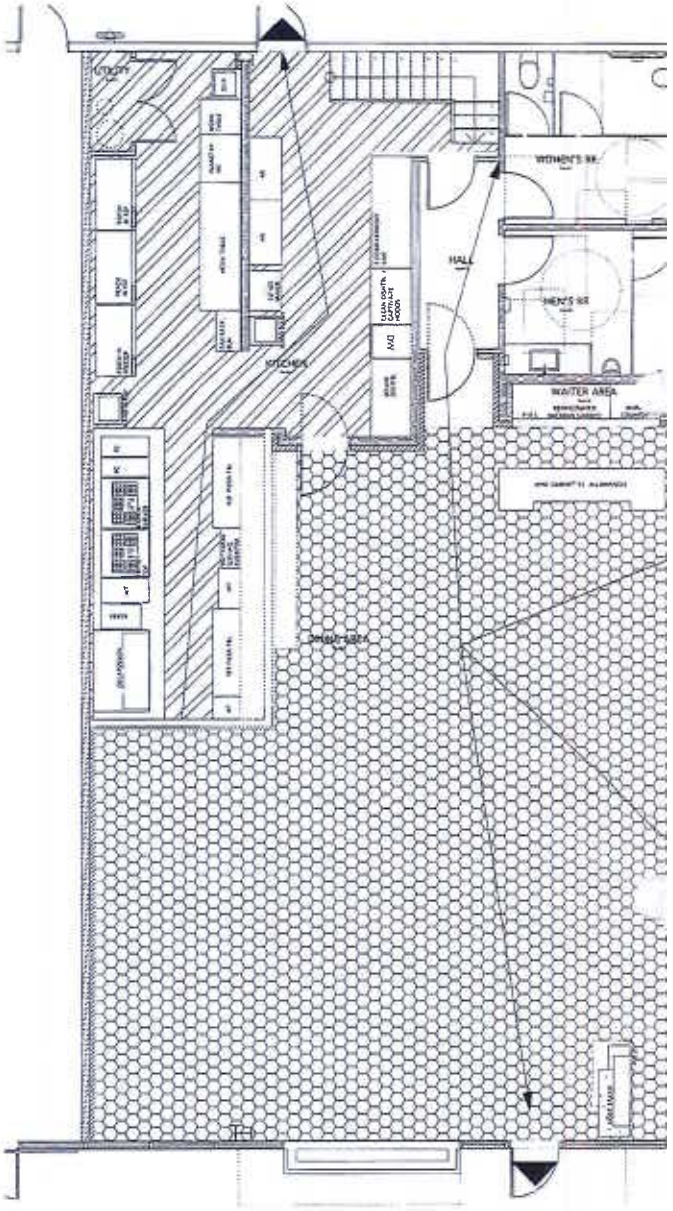
EXPRESS EXIT STAIRWAY

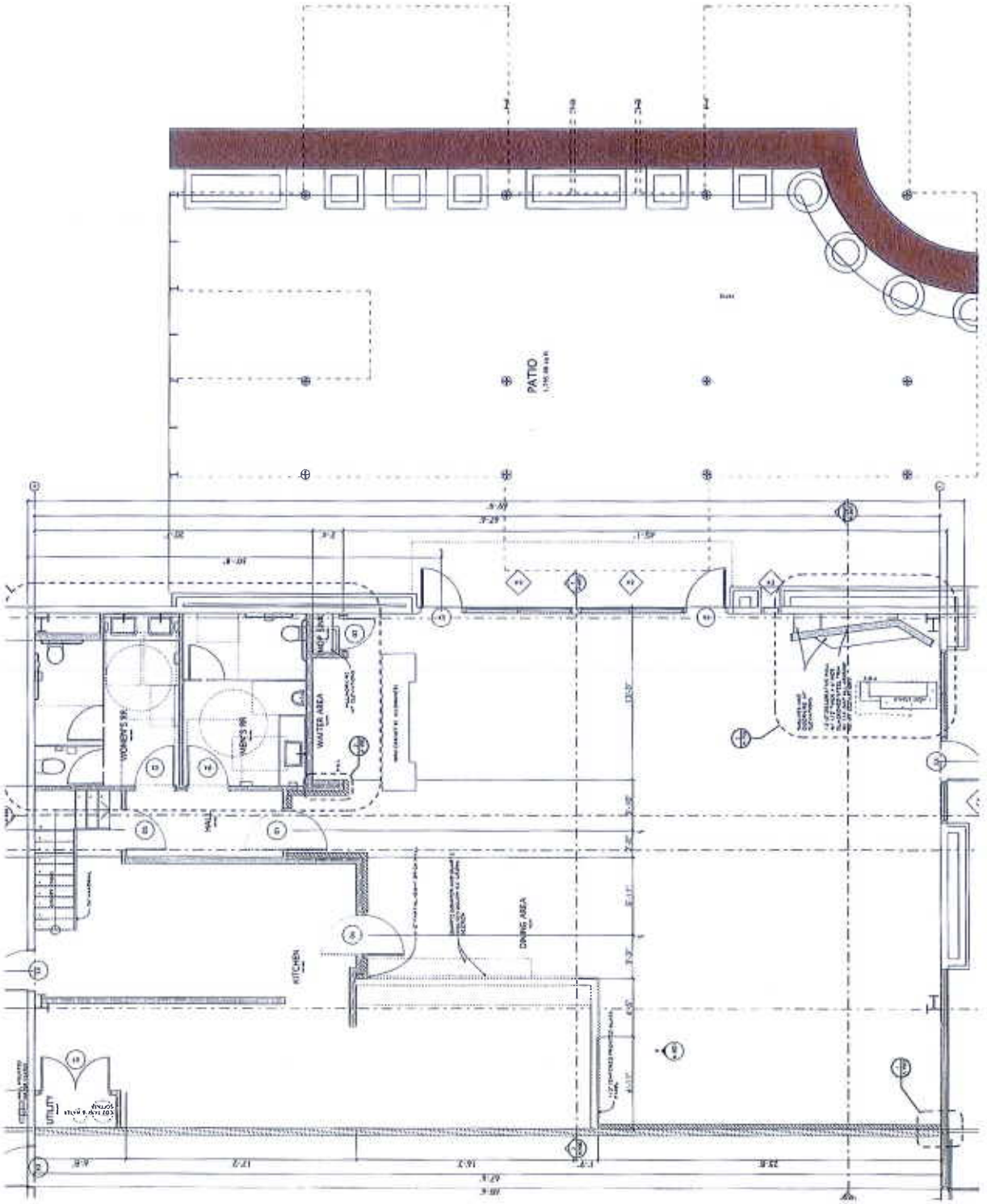
EXPRESS PATH EXIT

SYMBOL | DESIGNATION | SQ. FT.

NON-ASSEMBLY AREAS | S.F.

ASSEMBLY AREAS | S.F.




PATIO
WOMEN'S WC
MEN'S WC
WAITER AREA
HALL
KITCHEN
DINING AREA

LANDSCAPE ORDINANCE

STREET TREE PLANTING REQUIREMENTS
Del Mar street frontage: 705 LI. / 50' = 24 trees required
Total trees provided: 28
Winhall street frontage: 210 LI. / 50' = 4 trees required
Total trees provided: 12

SURFACE PARKING LOT REQUIREMENTS
Total number of parking spaces: 256 / 10 = 26 trees required
Total trees provided: 28
Street trees required: 24 x 4 = 96 shrubs required
Total shrubs provided: 130

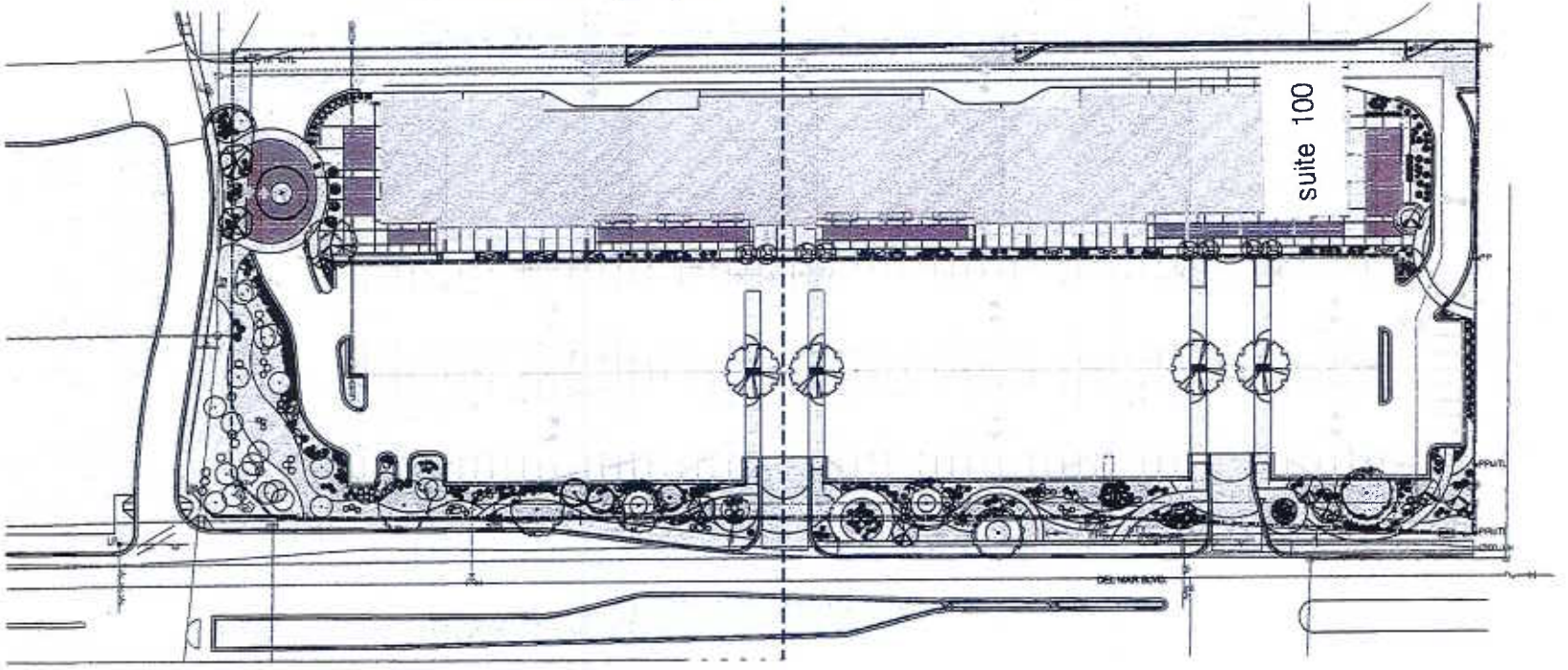
LEGEND

	EXISTING TREE TO REMAIN	BOP	
	EXISTING TREE TO BE REMOVED	CEN	
	EXISTING SHRUB TO REMAIN	BKL	
	LO	RR	
	CE	MSS	
	DSI	TS	
	TIP	BG	
	TPR	AS	
	MTL	IS	
	MSO	BI	
	ASIAN JASMINE	GMG	GRANITE GRAVEL
	BERMUDA HYDROSEED	MFG	MULCH
		MG	
		MAG	
		LA	
		CJ	
		BKI	
		ZX	
		PRO	
		WTA	
		GVA	
		SO	
		TLY	

PLANTING NOTES: (◇ Keyed Notes)

1. Landscape contractor shall be responsible for setting himself familiar with the specifications and all submittal requirements. It is the responsibility of the Landscape contractor to notify the Landscape Architect for site inspections as specified in the specifications. Failure to notify the Landscape Architect does not relieve the contractor from inspection approval and all require the contractor to install/repair work as required for approval at the cost of the contractor. Landscape contractor is to inform Landscape Architect of the start date of work.
2. The landscape contractor is to notify Texas One Call (1800-245-4545) 72 hours prior to all excavation. Landscape contractor shall be responsible for making himself familiar with all underground utilities, pipes and structures. Irrigation contractor shall take sole responsibility for any cost incurred due to damage of said utilities whether or not Texas One Call is notified.
3. Do not willingly proceed with construction as designed when it is obvious that unknown obstruction and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Landscape Architect. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
4. The Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
5. If conflicts arise between size of areas and plans, Contractor is to contact Landscape Architect for resolution. Failure to make such conflicts known will result in Contractor's liability to relocate the materials.
6. See specifications for planting requirements, materials and work.
7. Till 4" of Landscape Soil Mix into new bed areas. Landscape Soil Mix shall be Gardenville Landscape 4-way mix (651-8118) or equal.
8. Provide 1/8" x 5" steel edging between all bed areas and lawn areas
9. Spray all existing grass in new bed areas with Roundup.
10. Groundcover shall be planted as indicated on plan. Groundcovers shall be triangularly spaced. All groundcovers shall be held back 6" from edge of new shrub plantings.

◇11 Landscape boulder. See detail 9/L2.1
◇12 Retaining wall. See Civil drawings.
◇13 Seat wall. See Civil drawings.
◇14 Tree grate. See Architectural drawings.
◇15 Steel edging. See detail 2/L2.0



1 OVERALL PLANTING PLAN
SCALE: 1"=30'-0"

NORTH

1"=30'-0"

PM: DATE:

LANDSCAPE IMPROVEMENTS

SHEET L1

Trattoria Mia

Italian Cuisine and Pizzas

Trattoria Mia will be a family oriented Italian restaurant serving fresh house made pasta and house made pizza along with other classic Italian dishes. We will be seating approximately 60 seats inside restaurant and another 30-40 in patio. We will not have a bar in the restaurant, nor will we have a mixed beverage or late night permit from TABC. However, we will have a Beer and Wine license so that we can offer Italian wines and beer to accompany our Italian food. Our plan is also to offer take out Italian for the surrounding neighborhoods and will hopefully offer delivery in the future. Our hours of operation are 11:00 am to 12:00 am Monday through Saturday with an occatiional Sunday for a private dinner if requested.

Thank you

Richard "Pete" Mims
Owner

Trattoria Mia Italian cuisine

Exhibit B

3402 Del Mar Blvd. Suite 100
SUP for a Restaurant Selling Alcohol
ZC-29-2016



3402 Del Mar Blvd. Suite 100

SUP for a Restaurant Selling Alcohol

ZC-29-2016

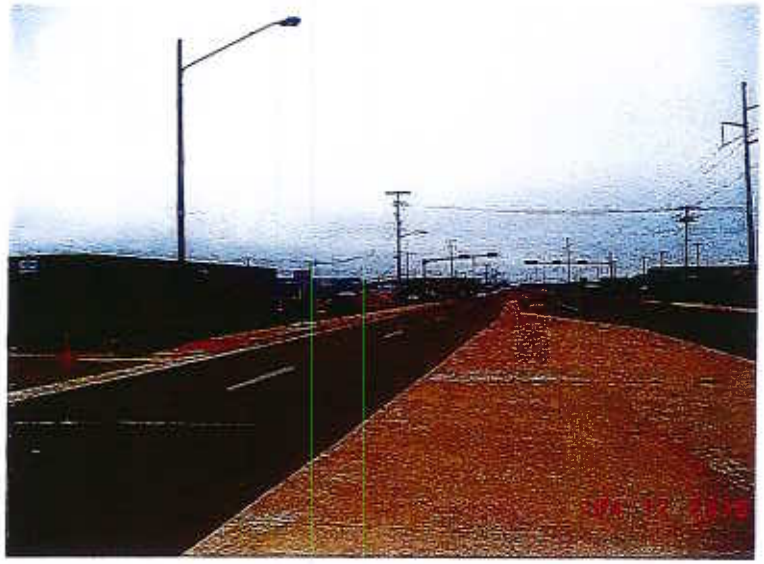


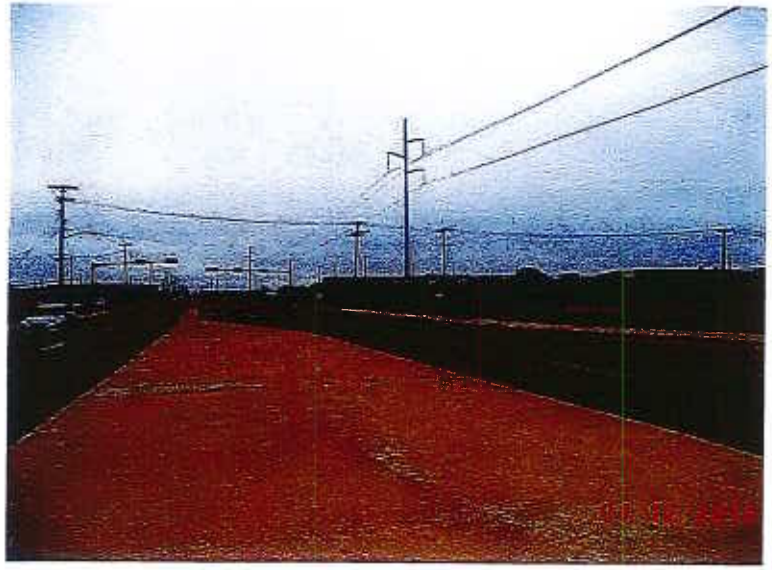






3402 Del Mar Blvd. Suite 100
SUP for a Restaurant Selling Alcohol
ZC-29-2016









Final Reading of Ordinances **10.**

City Council-Regular

Meeting Date: 06/06/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Killam Development LTD, Owner; Trattoria M. INC., for Trattoria Mia Restaurant, Applicant

Staff Source: Nathan R. Bratton

SUBJECT

2016-O-058 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13, located at 3402 Del Mar Blvd., Suite 100; providing for publication and effective date. District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of May 16, 2016.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Restaurant Serving Alcohol

Site: 11 Suites Commercial Building (proposed Anise Kitchen & Market Restaurant, proposed Trattoria Mia Restaurant, and proposed Sushi Madre 4 Restaurant, and 8 more available suites. (No other uses provided).

Surrounding land uses: North, of the property is Winfield residential subdivision. East of the property are, Cibolo Village (multi-family complex), and Plaza del Mar (a commercial plaza under construction) and further down across the street is Country Commercial (with 11 suites for commercial use). South of the property are Alexander High School and Alexander Subdivision. West of the property are Alexander Subdivision and Winfield Subdivision.

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Blvd. as a Modified Major Arterial (90') and Winfield Parkway as a Major Collector (200').

Letters sent to surrounding property owners: 21

In Favor: 1
Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff does not support the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP location does not meet distance requirements as per Ordinance 2013-O-005, Section 24.93.7 (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door to the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
2. The proposed SUP for a restaurant selling alcohol is not compatible with the existing zones and surrounded uses in this section of Del Mar Blvd.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; Trattoria M. INC, for Trattoria Mia Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 746.00 S.F. Floor Plan C, Suite 100, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it

from blowing onto adjacent streets and properties.

5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-058
Color Maps-ZC-29-2016
Exhibits A & B-ZC-29-2016
Color Pictures-ZC-29-2016

ORDINANCE NO. 2016-O-059

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13 LOCATED AT 3402 DEL MAR BOULEVARD, SUITE 300; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. **(AS AMENDED)**

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Killam Development LTD, Owner; MRB Capital, Inc., for Sushi Madre Restaurant, and is non-transferable.

2. The Special Use Permit is restricted to 2, 464.33 S.F., Suite 300, and adjacent 1,570.00 S.F. Patio as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a

holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15 DAY OF June, 2016.

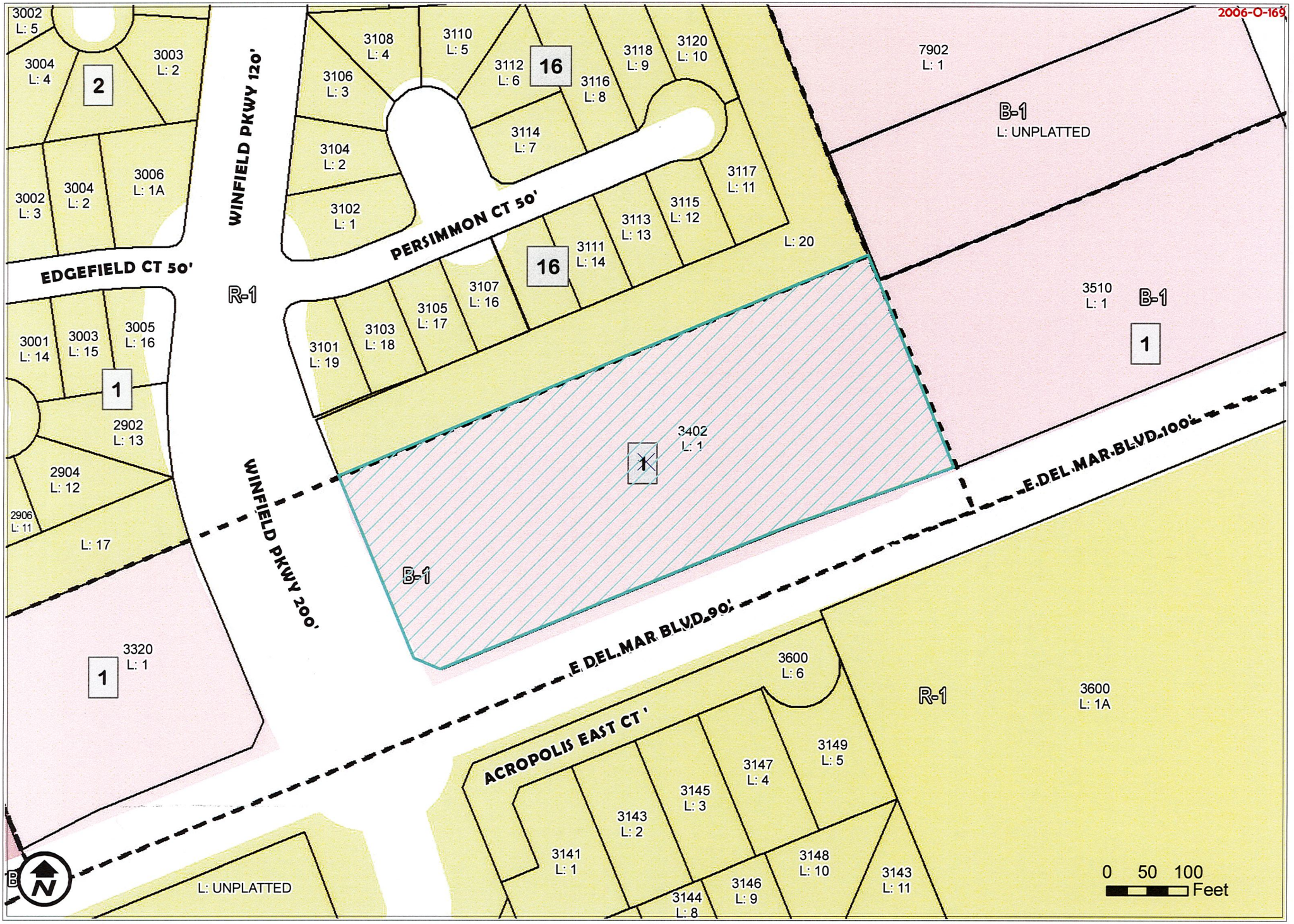
PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 150 feet
Date: 4/4/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

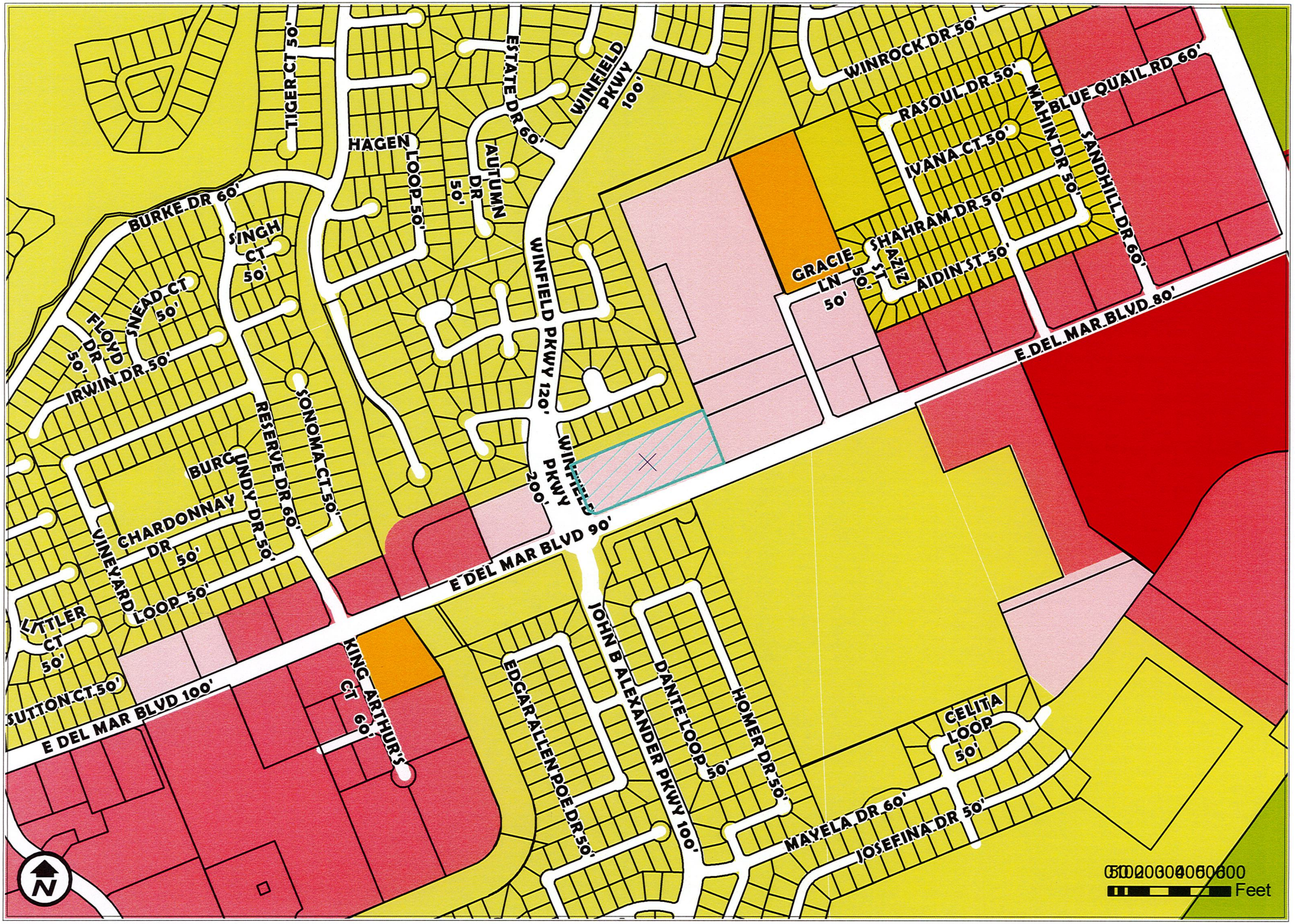
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 150 feet
Date: 4/4/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

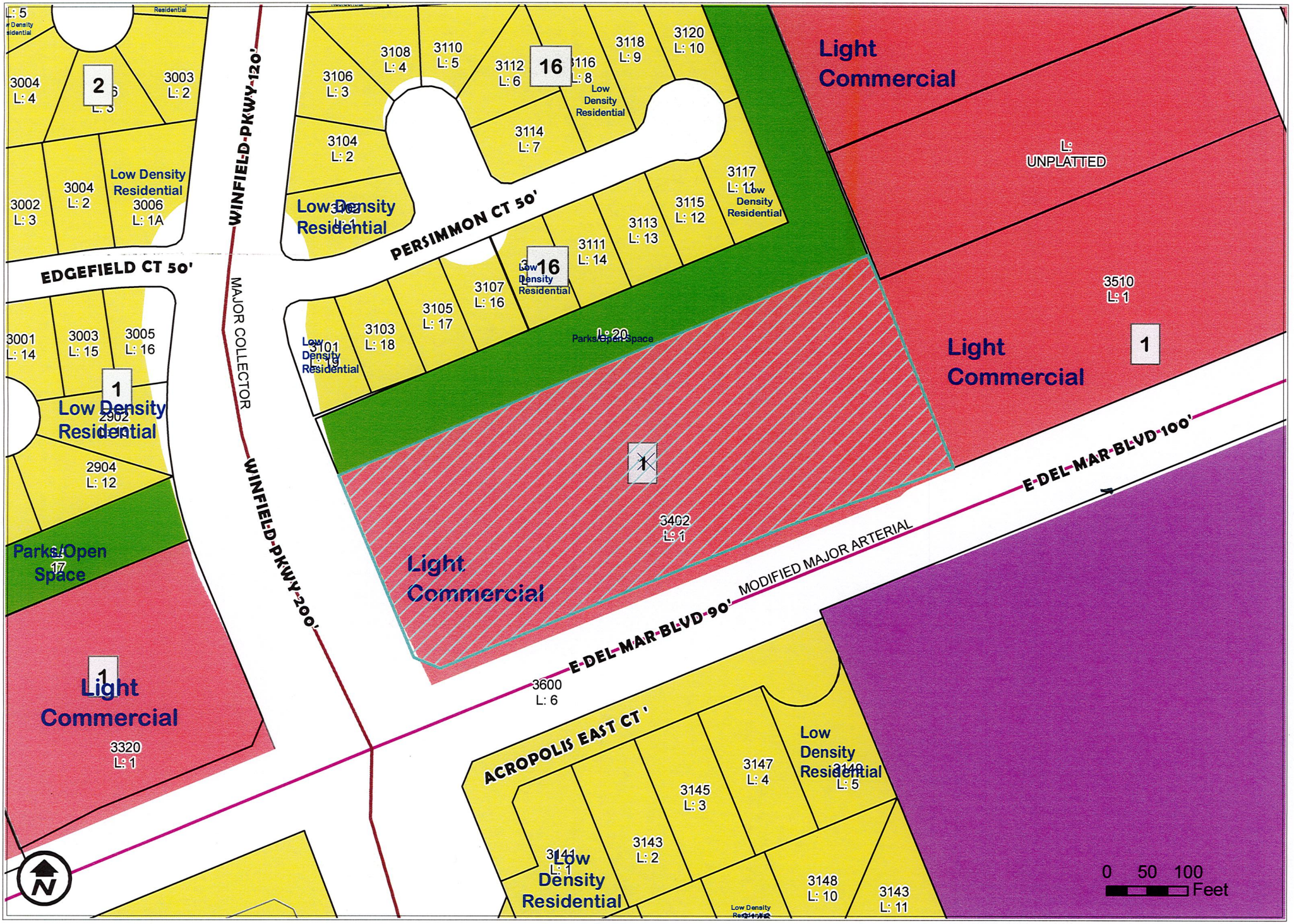
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



ZONING OVERVIEW
1 inch = 600 feet
Date: 4/4/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

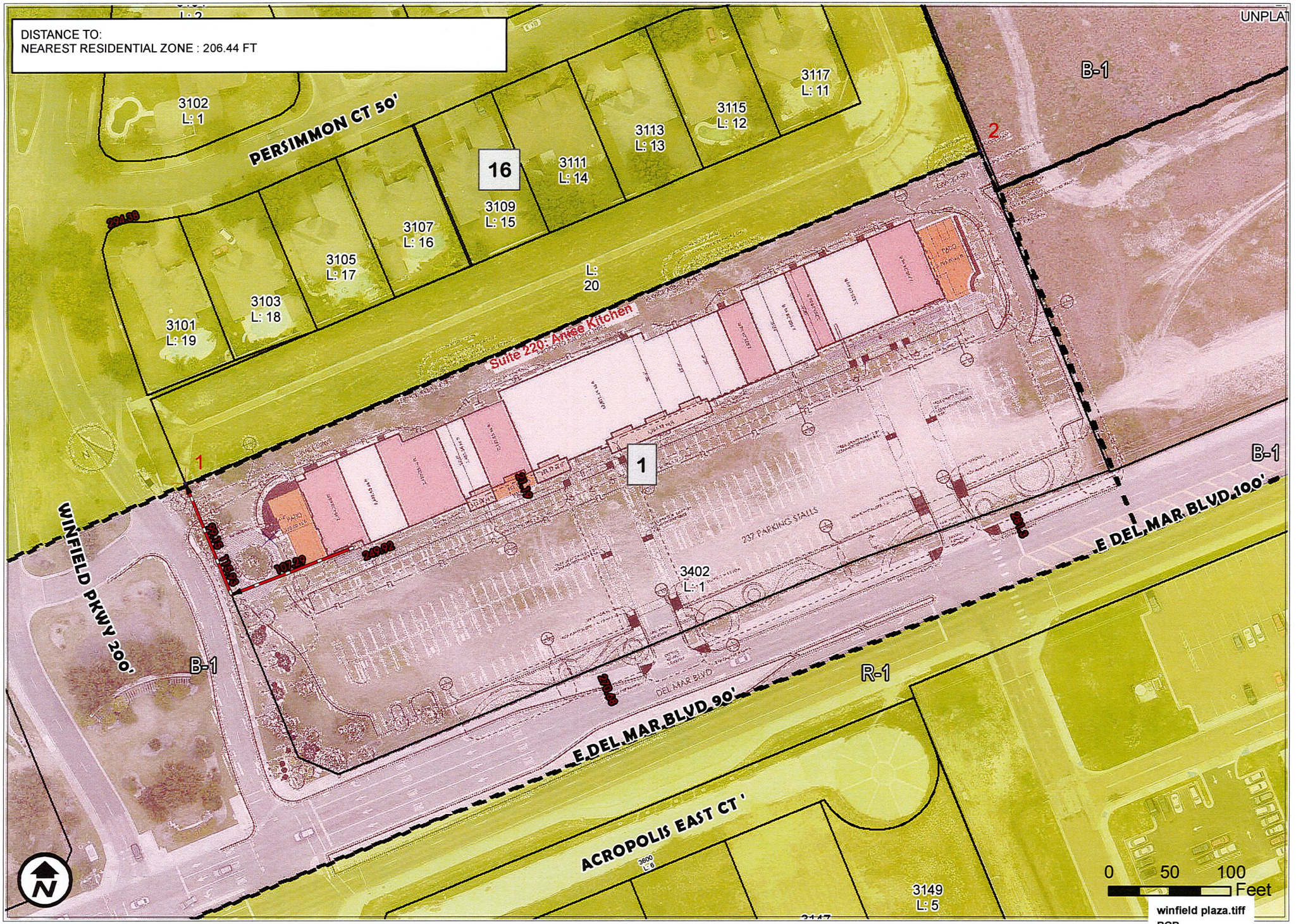
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP
ıch = 150 feet
te: 4/4/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



MEASUREMENTS
ıch = 100 feet
te: 4/14/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

MRB Capital, Inc. DBA/ Sushi Madre

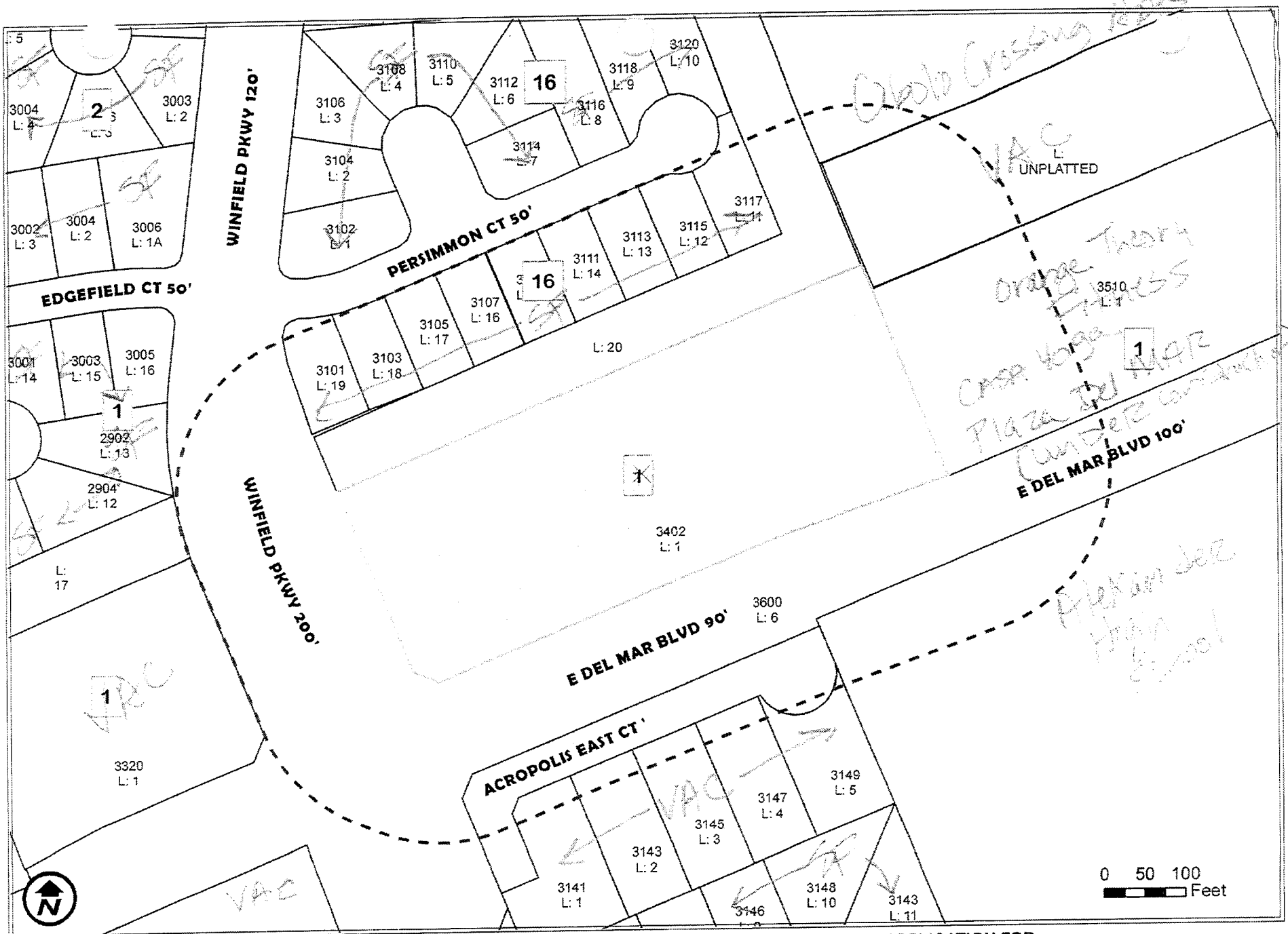
Narrative Description

MRB Capital, Inc. dba as Sushi Madre will be a sushi bar that serves Japanese cuisine with a Mexican twist. We will offer a variety of dishes for both lunch and dinner. We plan on serving alcoholic beverages such as beer and wine as well as mixed drinks. Proposed hours of operation are from 11:00 am to 12:00 pm. The facility will seat about 150 people with an outdoor patio available as well

Manuel Batista

Owner

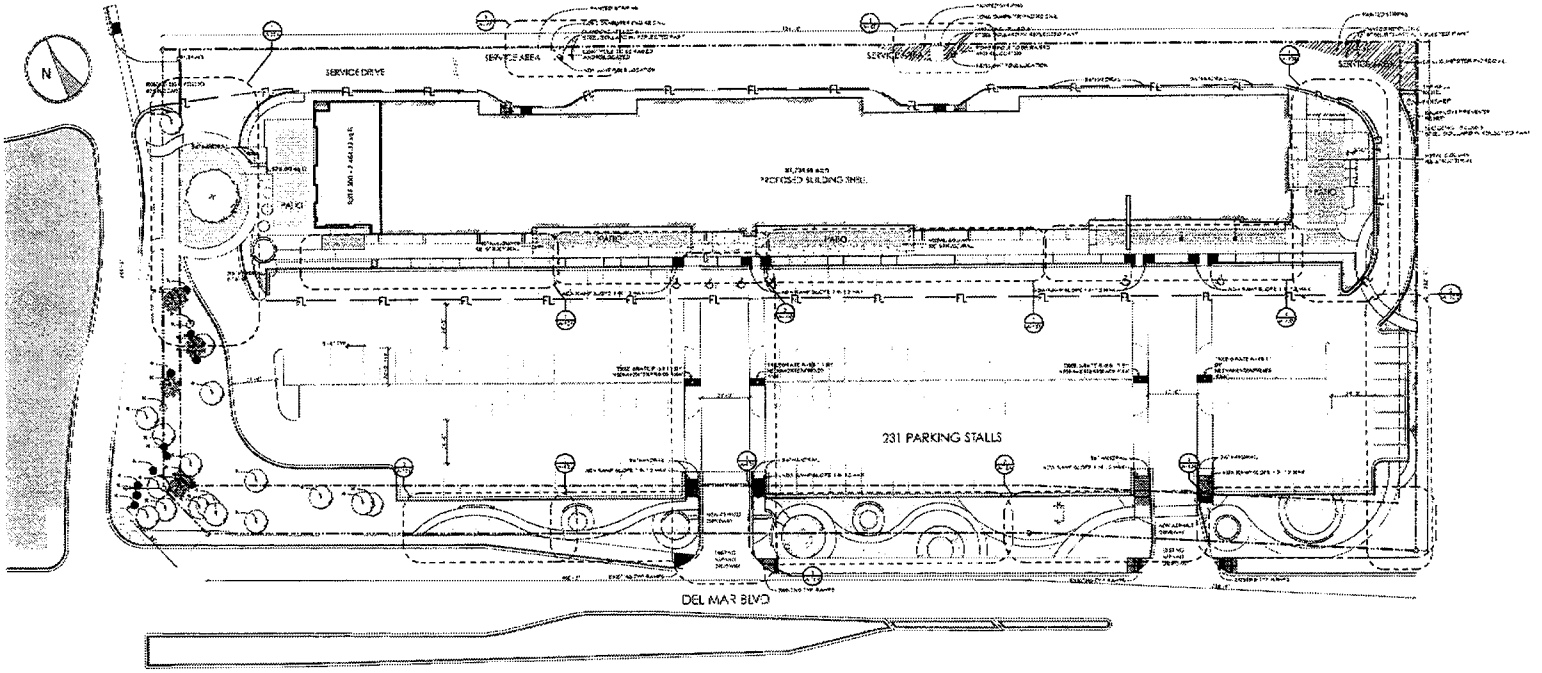
Sushi Madre



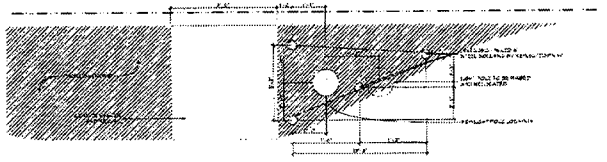
200' NOTIFICATION
1 inch = 150 feet
Date: 4/4/2016

ZC-36-2016
COUNCIL DISTRICT 6
3402 E DEL MAR BLVD STE 300

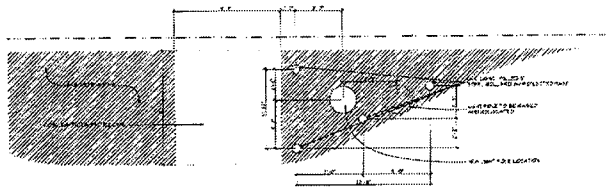
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



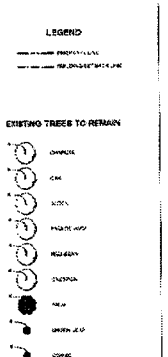
1 SITE PLAN
SCALE: 1" = 30'

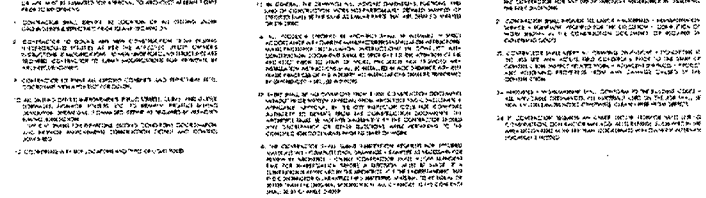


2 CONC FILLED BOLLARDS DTL
SCALE: 1/2" = 1'-0"



3 CONC FILLED BOLLARDS DTL 2
SCALE: 1/2" = 1'-0"





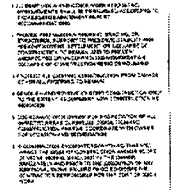
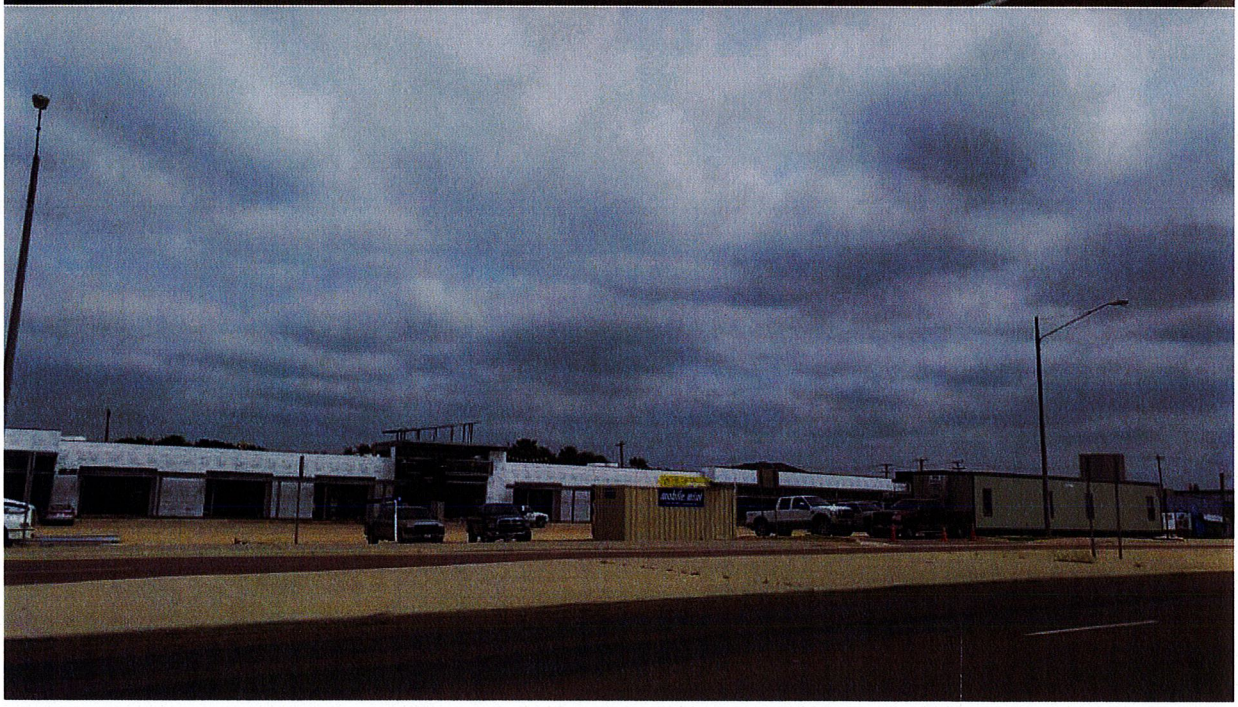


Exhibit A

KILLAM COMPANIES
WINFIELD RETAIL CENTER
SITE PLAN

3402 Del Mar Boulevard, Suite 300
B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)
ZC-36-2016



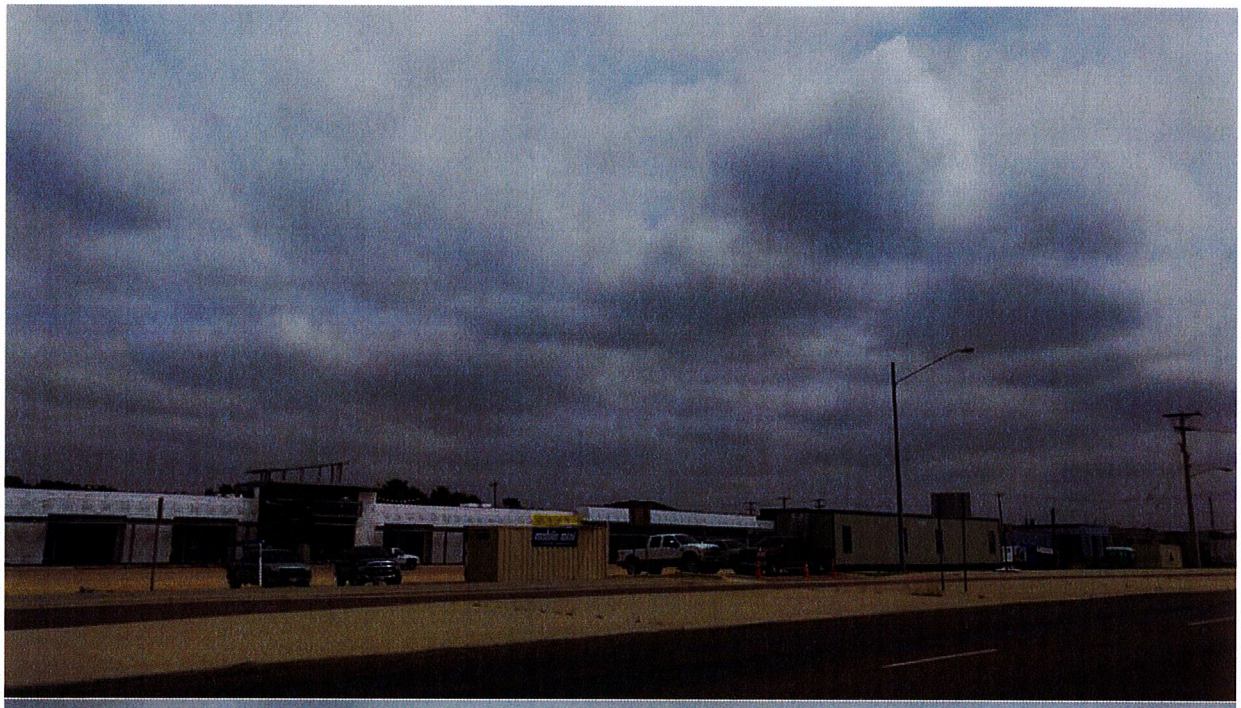


3402 Del Mar Boulevard, Suite 300
B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)
ZC-36-2016





3402 Del Mar Boulevard, Suite 300
B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)
ZC-36-2016





Final Reading of Ordinances 11.

City Council-Regular
Meeting Date: 06/06/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: MRB Capital, Inc., applicant; Killam Development, Ltd., owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2016-O-059 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300; providing for publication and effective date. District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular meeting of May 16, 2016.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Restaurant selling alcohol

Site: Commercial center under construction

Surrounding land uses: North of the property are single-family residential uses. West of the property are single-family residential uses and vacant land. East of the property are the future location of Orange Theory Fitness, Casa Yoga, and Plaza Del Mar; and Cibolo Crossing Apartments. Douth of the property are vacant lots, Alexander High School and single-family residential uses.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Modified Major Arterial.

Letters sent to surrounding property owners: 21 In Favor: 1 Opposed: 1

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual

attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff does not support the request of the proposed SUP at this location for the following reasons:

1. The property does not meet the minimum 300 foot distance requirement from a residential zone or use.
2. The proposed use may introduce more intense and incompatible uses to the surrounding established neighborhoods and.

Should the Council vote approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; MRB Capital, Inc., for Sushi Madre Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 464.33 S.F., Suite 300, and adjacent 1,570.00 S.F. Patio as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or

adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

COMMITTEE RECOMMENDATION

The P & Z Commission, in an **8** to **0** vote, recommended **approval** of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Measurements
Exhibits and Survey
Pictures

HOUSES FOR RENT 97

3903 Calle Mazatlan, House for rent,3bd/2.5bth family room, & palapa (956) 220-6847

8617 Northridge 4/bd, 2/bth, stw/rel;W/D Hkps; Cen 1400/1400 dep. Call Wright 718-4008

9609 White Wing, CAN, 3bd/2ba, 1,300sq. $950mo + $500dep, w/d hkps, (956) 334-4267

4/bd, 2/bth at 701 Bartolome Ln., Laredo 78043. $1,250/mo + dep. (361) 249-5613

Heights Area, 3BD/2BA, 2 Car Cover Garage, 2 Palapas, Corner lot, near schools, Inquire: Mrs Linda Alvarez 956-774-3565 $1,350 Rent/ $1,350 Dep

House for rent, 3bed, 1.5bath, 1411 Pinder. $900 mo, $800 dep, 956-645-2866 /319-8035

NORTH LAREDO, 3bd/2bth in Cross Country, near schools, HEB, $1500/mo, Wright Realty 718-4008

NORTH LAREDO, Near Country Club. 3bd, 2bth, double car garage, $1400/mo, Wright Realty 718-4008

CONDOS FOR RENT 103

2 Bed / 1 Bath Condo! 911 W Calais Pl. $875. CASTING CROWNS REALTY 645-7742

113 A Castle Heights, 2bed. 1.5bath, backyard enclosed, $975mo + $450 dep, 722-7307 A&O Realty

3bd/3 full baths/2cg 1650 sq. ft. LA, Gated, pool. Water inc. 8801 McPherson 956-212-2766

Avail. June 1st, 2bd/2bth Condo, East Country Village, across from Alexander HS, $1000/mo, $800 dep. 956-744-4019

Beautiful Townhomes in Northside, 1 & 2 Bd, W/D, granite countertops, private patio, all tile, water paid, (956) 267-4002

For rent 3 & 2 Bedrooms 2 Bathrooms North Laredo (956) 251-5723

Gated Beaulliful Condo, Heights area, 1402 Gustavus, ALL appl, 2bdrm, $800/mo + Dep 726-1246

Los Rincones Condo 1404 Musser, 2bd/1ba, w/d hookups $750/mth 956-206-1143

North Laredo, Hillside Condo #210, near Mall Del Norte, remodeled, like new, upstairs, 2bd/1bth, fridge, stove, laundry hkups, pool, Rent $875/mo. Deposit $600. Call 956-645-8053

ROOMS FOR RENT 106

*Cuarto para 1 persona, cocina, refri y estufa, bills incluidos, $500 mes+ Dep Llamar al 956-771-1400 con Mrs. Martinez

Renta cuarto con todos servicios pagados, $400/mes + deposito. (956) 220-0763

LOTS FOR RENT 115

Los Botines- 1 Acre for Rent, fenced & electricity available (956)645-8387

Renta Estacionamiento para 40 o 50 trailers, (956) 285-3683 (956) 724-6978

OFFICE SPACES FOR RENT 118

Estaciones de Renta o espacio p/unas en Area de Shiloh, 1cr Mes 1/2 Precio, Salon booth For Rent & NailTech, 1st Month Half Price. 284-8033

For Lease. Private offices or Retail. Starting at $300.00. Rio Realty (956) 763-2849

COMMERCIAL RENTALS 120

"FOR LEASE" 611 Shiloh Dr., Suite#2 Commercial Unit-1000 sq ft. Call (956) 235-3373

** A Yard For Lease or warehouse space. Ideal for trucking business. 763-0879.

2 Studio Spaces, small & large, ideal for exercise, music, or art classes. Centrally located. (956) 206-1888

18 Wheeler parking/ storage spaces, off Mangana Hein & Hwy 83. (956)645-9333

LEGALS 250

COMMERCIAL RENTALS 120

1104 Meadow 1440 sq ft., Water and trash paid! $1,400 p/m + dep. Call at (956) 722-7307

Office/Retail/Warehouse Space Available, Newly renovated, 5,000 sq.ft. or two 2,500 sq.ft. areas available. Lease for $ 0.95 sq. ft. Near Springfield & Hillside, 956-206-5259

Renta Local grande, centrico, a 3 cuadras del condado, todo $4,000 o por local $1200. 10 cuartos, 4 baños, cocina, estacionamiento amplio. (956) 319-5465 607 Washington

Warehouse with office, 1,500 sq ft, $900mo + $900dep, light+water paid, (956) 337-7701

HELP WANTED



WORK WANTED 126

Busco trabajo de Mecanico, en su casa, trabajo, carretera, (956) 606-0103

PETS & SUPPLIES



PETS & SUPPLIES 128

2 male Husky puppies, 7 weeks old, 1st shots, $150 OBO. 568-4480 or 775-2664

Birds, Bunnies, Hamsters, Guinea Pigs, Baby Turtles, Iguanas, Snakes, Hedge Hogs, FREE DELIVERY (956) 473-9879 facebook.com/fmpets

Bully Pitbull Puppies ABKC Tri-Blue color, $300 obo. (956) 285-3003

LEGALS 250

PETS & SUPPLIES 128

Chihuahua puppies, $150 each. 956-220-9467

Chihuahua, female, 5 wks old, $100 , call 956-285-9345

For Sale AKC German Shepherd Puppies, with 2 shots, $650/accepting $200 deposit, SM, 15, Germany blood line, Call (956) 645-1416 or (956) 645-1981

Free kittens to a good Home. (956)333-0211

FREE Large Black Female Dog. Good watchdog. Call 956-949-6834.

German Shepard puppies, 7wks old, females $250. 956-251-9021

Lab puppies, 10 weeks old. 1 male black, 1 female brown. Devormed and 1st and 2nd shots. $250.00 956-645-5498

Pastor Aleman 1.5 mo, 2M, $300. c/u. (956)489-9261

Pomeranian puppies, 4 wks old, 1st shots, $450. (956)333-1331

Sheperd Malinois puppies, 3mo old, 1 male & 2 females, dewormed and vaccines up to date. $300. 956-795-0261

Tiny Chihuahuas, 8 semanas, $130, primeras vacunas (956) 725-3824

Vendo hermosos cachorritos Pug chinos, 6-8 semanas, vacunados y desparasitados, hembras y machos, de $350-400, 956-286-9607

LIVESTOCK & SUPPLIES 130

Baby Geese, Ducks, & chickens, $3dls & up, (956)949-6834

BOER GOATS, adult females, $120-$160, (956) 949-6834

Red brangus bullcalves, $1,850. Call (956)236-9001

MISCELLANEOUS



ARTICLES FOR SALE 136

1 Carreola doble $80.dls y 2 asientos de bebe $30. c/u, (956)413-4205

1 juego de recamara, $350. OMO. Juego de colchones Queen seminuevo $350. OMO (956)744-1251

2 single, used, garage doors, $120. (956) 329-0126



Buffet Table for sale, 14 ft., cooling system, new, with accesories, $2,500 obo. (956) 251-3892

LEGALS 250

ARTICLES FOR SALE 136

3 ton air handler w/10k heater, Carrier, $250, (956) 290-4681

A/C & Heater 1800 Btu's $375. 2 yrs. old. 956-763-0763

Adult diapers, $20 a box, (956) 286-3513



Equipo completo para conjunto, $5,500. OMO (956)750-0725



FLEXIBLE CONVEYOR FOR SALE. CALL FOR INFO 956-237-0547

ARTICLES FOR SALE 136

Articles for Sale Doll furniture & house, vases, lamps, dresser, etc. 763-2949

Computer desk/Armour & entertainment center, Prices starting @ $500. OBO (956)337-7912



Frigidare Refrigerator for sale $400 good condition price negotiable, (956)898-8348



GENERADOR HONDA MODELO EB11000 LLAMAR A (956) 237-0547

LEGALS 250

ARTICLES FOR SALE 136

Condensor or compresora for a/c, R22, 2 Ton, $250. 956-242-8765

Hospital Bed, electric. $250. SOLD

Lavadora Kenmore-Tina Grande y Secadora Whirpool Tina Grande $250.OBO las 2 401-8739

Moving furniture For Sale, Call (956)401-3665 for more information!

New Kitchen Cabinets (10pcs) complete kitchen layout, Mahogany. (956) 206-3677

Outdoor Patio Table w/ 4 chairs & seat cushions, $140 OBO. 231-7942



POOL TABLE 7ft x3ft Blue Top, inc. balls, triangle, brush, pool sticks, & vinyl cover, original price $1,500, asking $750. SOLD

ARTICLES FOR SALE 136

Ropa para muchacha tamaño 10-12. Ropa de bebe 9mo a 2 años. (956) 645-1275

Trane A/C Compressor 5 Ton; R-22;(2 avail) $1,000. each 727-4000

Used 3 Ton Carrier A/C Air Handler, $295. 956-725-3104

Used 3 Ton Ruud a/c compressor, $175.00 OBO. 231-7942

Vintage Safe, Executive Desk. Glass Door Commercial Refrigerator, Infant High Chair. 956-236-8092



Wrought iron burglar bars, extra strong, 4.5ft X 33ft. $700, (956) 744-8100

LEGALS 250

ARTICLES FOR SALE 136

Used 5 Ton Carrier A/C $777. (956)725-3104

XBOX 360 SYSTEM, XBOX 360 Games, PS3 FUSION Controller. 956-236-8092

FURNITURE 13

Antiques for sale, buffet, and china cabinet, excellent conditions, $700 each OBO, 956-775-6564

Black Leather Sofa, stove, freezer, 2 twin beds. Taking offers. (956) 229-4669

New Queen Sleigh Headboard black for $100.00 956-286-2385

Sala de 3 piezas, color aguacate. Lacks. 1 Sofa uso, $800, 956-236-5986

Sala, Love Seat, Mesa de Centro, Mesa de esquina, 4 piezas, excelentes cond. $350. (956) 744-3522

Sled headboard, $125. Also selling round table and hospital bed. Call 956-763-5350

Twin Headboard w/dresser (gird) incl. mattress $325.OBO 324-5159

ORDINANCE NO. 2016-O-057

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13, LOCATED AT 3402 DEL MAR BLVD., SUITE 220; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-50

ORDINANCE NO. 2016-O-062

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A WELDING SHOP ON LOT 7, BLOCK 1330, EASTERN DIVISION, LOCATED AT 906 S. ZAPATA HIGHWAY; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. **(AS AMENDED)**

L-55

ORDINANCE NO. 2016-O-063

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BUS TERMINAL ON LOTS 6 AND 7, BLOCK 120, WESTERN DIVISION, LOCATED AT 801, 803 AND 805 VICTORIA STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

L-56

ORDINANCE NO. 2016-O-059

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13 LOCATED AT 3402 DEL MAR BOULEVARD, SUITE 300; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. **(AS AMENDED)**

L-52

ORDINANCE NO. 2016-O-061

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A POOL HALL/SNACK BAR ON LOTS 9 AND 10 LESS THE NORTH SIX FEET OF LOT 9, BLOCK 86, WESTERN DIVISION, LOCATED AT 318 AND 320 ITURBIDE STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

L-54

ORDINANCE NO. 2016-O-064

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AUTO BODY AND PAINT SHOP ON THE MIDDLE 1/3 OF LOTS 7 AND 8, BLOCK 1029, WESTERN DIVISION, LOCATED AT 4103 SANTA MARIA AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

L-58

ORDINANCE NO. 2016-O-060

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7.62 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT NE BOB BULLOCK LOOP NORTH OF CREPUSCULO DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-53

ORDINANCE NO. 2016-O-058

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13, LOCATED AT 3402 DEL MAR BLVD., SUITE 100; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-51

ORDINANCE ORDINANCE NO. 2016-O-065

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 10, 11 AND 12; THE SOUTH 10 FEET OF LOTS 1, 2 AND 3, BLOCK 793, EASTERN DIVISION, LOCATED AT 1402 MARKET STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-57

PUBLIC NOTICE

Notice is hereby given that the County of Webb is seeking Request for Proposals (RFP) for the following contract:

RFP 2017-78 Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration

All proposals must be submitted in one (1) original and one (1) copies in a sealed envelope to the office of the Webb County Clerk

Sealed envelopes must be marked (Sealed RFP) with RFP number and descriptive title on front lower left-hand corner of envelopes.

Proposals will be either hand delivered or mailed to the following location:

Webb County Clerk
Webb County Justice Center
1110 Victoria, St. Suite 201
Laredo, Texas 78040

Proposals must be delivered no later than 2:00 p.m. August 09, 2016 at which time all proposals received will be opened and read to the public. Late proposals will not be considered.

Proposals must be held by the County of Webb for a period not to exceed (30) days from the date of the opening for the purpose of reviewing and investigating all proposals prior to the award of the contract.

If any additional information is required please contact the Webb County Purchasing Department, 1110 Washington Suite 101, (956) 523-4125, Laredo, Texas 78041. Amanda Flores-De Toro, or visit our website http://www.webbcountytx.gov/PurchasingAgent/RFQsAnnualContracts/

The County of Webb reserves the right to reject any and all proposals or to select the proposals that is in the best interest of Webb County.

Jose A. Lopez III
Purchasing Agent

L-42

NOTICE OF SHERIFF'S SALES

By virtue of Orders of Sales issued on the following Judgments out of the 49th, 111th, 341st or 406th Judicial District Courts, Webb County, Texas, in favor of Webb County, Et Al, against the following listed defendants, the Webb County Sheriff has levied on the following described real property situated in Webb County, Texas, and will sell same on July 5, 2016, at 10:00 A.M. at the area outside the northwest (parking garage) 1st floor entrance to the Webb County Justice Center, 1110 Victoria Street, Laredo, TX.

BIDDERS ARE ENCOURAGED TO SEEK LEGAL ADVICE

Cause No. 2012TXA001432-D3
KNOWN HEIRS OF ELIA INES MONTEMAYOR & UNKNOWN HEIRS OF ELIA INES MONTEMAYOR, DEC'D
326-00244-040 LOT 4 BLK 244 ED, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 4TH Day of May, 2015 Judgment Amount: $15,298.07

SHERIFF SALE LIST

By virtue Order of Sales issued on the following Judgments out of the 49TH, 111TH, 341ST or 406TH Judicial District Court, Webb County, Texas, in favor of the CITY OF LAREDO, et al, against the following listed defendants, the Webb County Sheriff has levied on the following described real property situated in Webb County, Texas, and will sell same on July 5th, 2016, at 10:00 A.M. at the area outside the northwest (parking garage) 1st floor entrance to the Webb County Justice Center, 1110 Victoria Street, Laredo, Texas.

BIDDERS ARE ENCOURAGED TO SEEK LEGAL ADVICE

CAUSE NO. 2013TXA001275-D4
CAYETANO ARGAIS JR & GRACIELA TAYS ARGAIS
446-01108-130 LOT 13 BLK 1108 BV, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 04-06-2015 Judgment Amount: $6,715.04

CAUSE NO. 2013TXA002479-D4
HEIRS OF BERNARDO LEAL, DEC'D, HEIRS OF ROSARIO V. LEAL, DEC'D & UNKNOWN HEIRS OF BERNARDO LEAL, DEC'D, UNKNOWN HEIRS OF ROSARIO V. LEAL, DEC'D
440-00616-030 LOT 3 BLK 616 ED, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 07-01-2015 Judgment Amount: $6,020.96

CAUSE NO. 2014TXA000047-D1
HEIRS OF GUADALUPE FRANCES MARTINEZ, DEC'D & HEIRS OF EVERETT W. FLOWERS, DEC'D & JOHN FLOWERS AND DAPHNE FLOWERS RODRIGUEZ & UNKNOWN HEIRS OF GUADALUPE FRANCES MARTINEZ, DEC'D AND EVERETT W. FLOWERS, DEC'D
442-00911-040 LOT 4 BLK 911 ED, CITY OF LAREDO, WEBB COUNTY, TEXAS

NOTICE OF SHERIFF'S SALES

By virtue of Orders of Sales issued on the following Judgments out of the 49th, 111th, 341st or 406th Judicial District Courts, Webb County, Texas, in favor of Webb County, Et Al, against the following listed defendants, the Webb County Sheriff has levied on the following described real property situated in Webb County, Texas, and will sell same on July 5, 2016, at 10:00 A.M. at the area outside the northwest (parking garage) 1st floor entrance to the Webb County Justice Center, 1110 Victoria Street, Laredo, TX.

BIDDERS ARE ENCOURAGED TO SEEK LEGAL ADVICE

Cause No. 2012TXA000008-D4
JOSE LUIS GUTIERREZ, INDIVIDUALLY AND D/B/A LOUIES JUNGLE NURSERY
600-12010-112 PERSONAL PROPERTY FURN FIX EQUIP INVEN @ 1300 E. SAUNDERS ST RP#439-00751-010, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 11TH OF JULY, 2012 Judgment Amount: 2,347.65

Cause No. 2013TXA002555-D4
JUAN MANUEL ESPINOZA & DELIA ESPINOZA
326-00123-031 REPLAT LOT 38 BLK 123 ED, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 6TH OF APRIL, 2016 Judgment Amount: 19,521.98

Cause No. 2014TXA000984-D2

Cause No. 2014TXA001131-D3
PATRICIA GARCIA
926-00020-183 LOT 18S BLK 2 FLYNN II, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 6TH OF APRIL, 2016 Judgment Amount: 5,000.48

Cause No. 2014TXA001306-D2
VINCENTE GONZALEZ TREVINO
989-30002-308 THE MAPLES AT STERLING CONDOMINIUMS, UNIT 204 BLDG 2 & 4.433% INT IN COMMON ELEMENTS OUT OF LOT 3 BLK 2 SAN ISIDRO-MCPHERSON III, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 3RD OF JUNE, 2015 Judgment Amount: 2,417.32

Cause No. 2014TXA000047-D1
HEIRS OF GUADALUPE FRANCES MARTINEZ, DEC'D & HEIRS OF EVERETT W. FLOWERS, DEC'D & JOHN FLOWERS AND DAPHNE FLOWERS RODRIGUEZ & UNKNOWN HEIRS OF GUADALUPE FRANCES MARTINEZ DEC'D AND EVERETT W. FLOWERS, DEC'D
442-00911-040 LOT 4 BLK 911 ED, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 4TH OF MARCH, 2015 Judgment Amount: 5,175.65

Cause No. 2014TXA000940-D1
SANTIAGO AGUILAR MARIA DEL REFUGIO AGUILAR
218-00869-020 E1/2 OF LO 2 & E (OF LOT 4 BL 869 WD, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 8TH OF APRIL, 2015 Judgment Amount: 50,000.10

Cause No. 2015TXA000024-D4
JOSE A MONTEMAYOR, III
554-01518-190 UNIT 19C BLK 1518-A ED MCM & UND 3.57142 INT COMMON AREA BLDG G VILLA DE LAREDO TWNHS PH I, CITY OF LAREDO, WEBB COUNTY, TEXAS
Judgment Date: 1ST OF JULY, 2015 Judgment Amount: 5,739.50

Cause No. 2015TXA000034-D3
DIAMANTINA O. GUINOE

ORDINANCE NO. 2019-O-147

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL PLAZA, PHASE 13, LOCATED AT 3402 EAST DEL MAR BLVD., SUITE 220; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Winfield Commercial Plaza, Phase 13, located at 3402 East Del Mar Blvd., Suite 220; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Winfield Commercial Plaza, Phase 13, located at 3402 East Del Mar Blvd., Suite 220;

Section 2: The Special Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Special Use Permit is issued to Killam Development, LTD/Radcliffe Killam II, Owner/applicant, and La Terraza Leasing LLC/David Alonso Martinez, Tenant for Republica Cantina de Mexico, Restaurant Serving Alcohol; and is non-transferable.
2. The Special Use Permit is restricted to 2, 193.26 S.F. Floor Plan Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.

3. The Special Use Permit is restricted to a restaurant serving alcohol with hours of operation from Tuesday to Saturday from 12:00 p.m. through 12:00 a.m. and Sunday from 12:00 p.m. through 8:00 p.m. as further described in letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties
5. Signage is limited to that allowed in a B-3 District and shall be consistent with TABC rules and regulations.
6. Off-site parking shall be provided in accordance with the City of Laredo Land Development Code, Section 24.78 and 24.78.3, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
7. Outdoor ambient music and speakers are not allowed, and there shall be no ground vibrations created or sustained on the site, which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The Restaurant Serving Alcohol shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy issued to business holder.
10. The Restaurant Serving Alcohol shall maintain during all hours of operation, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The Restaurant Serving Alcohol shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Strove lights, flashing lights and any other outdoor lighting designed to attract attention are prohibited.
16. Owner shall provide a 7' high opaque fence along property lines that abut or adjoin any residential zones/uses.
17. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
18. The restaurant shall maintain and comply with the BLUE GUN SIGN regulations as per TABC license (not to exceed the required alcohol sales percentage).
19. The restaurant shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur, and as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council, approved Special Use Permit for that location.

B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 3 DAY OF September, 2019.

PETE SAENZ
MAYOR

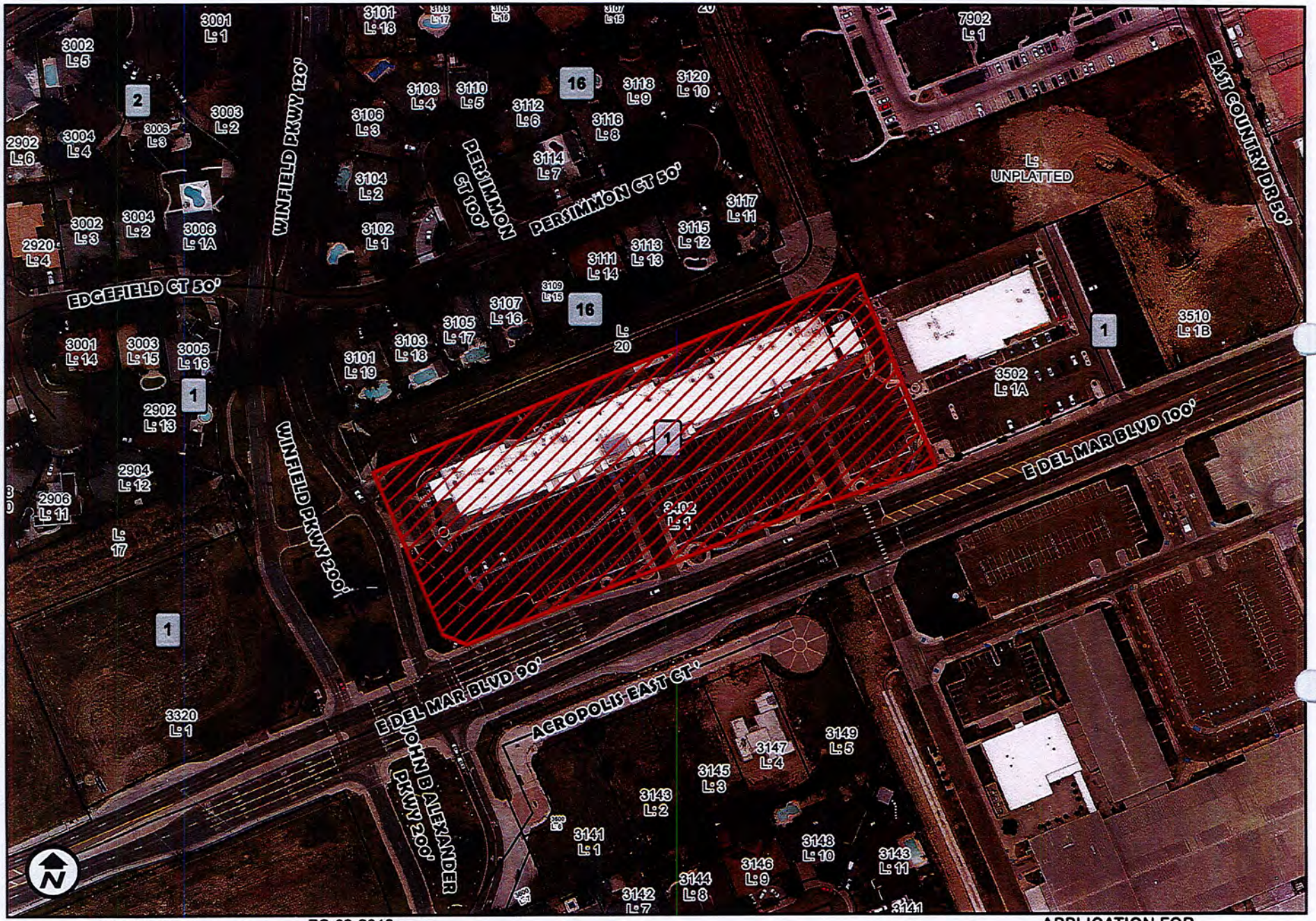
ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

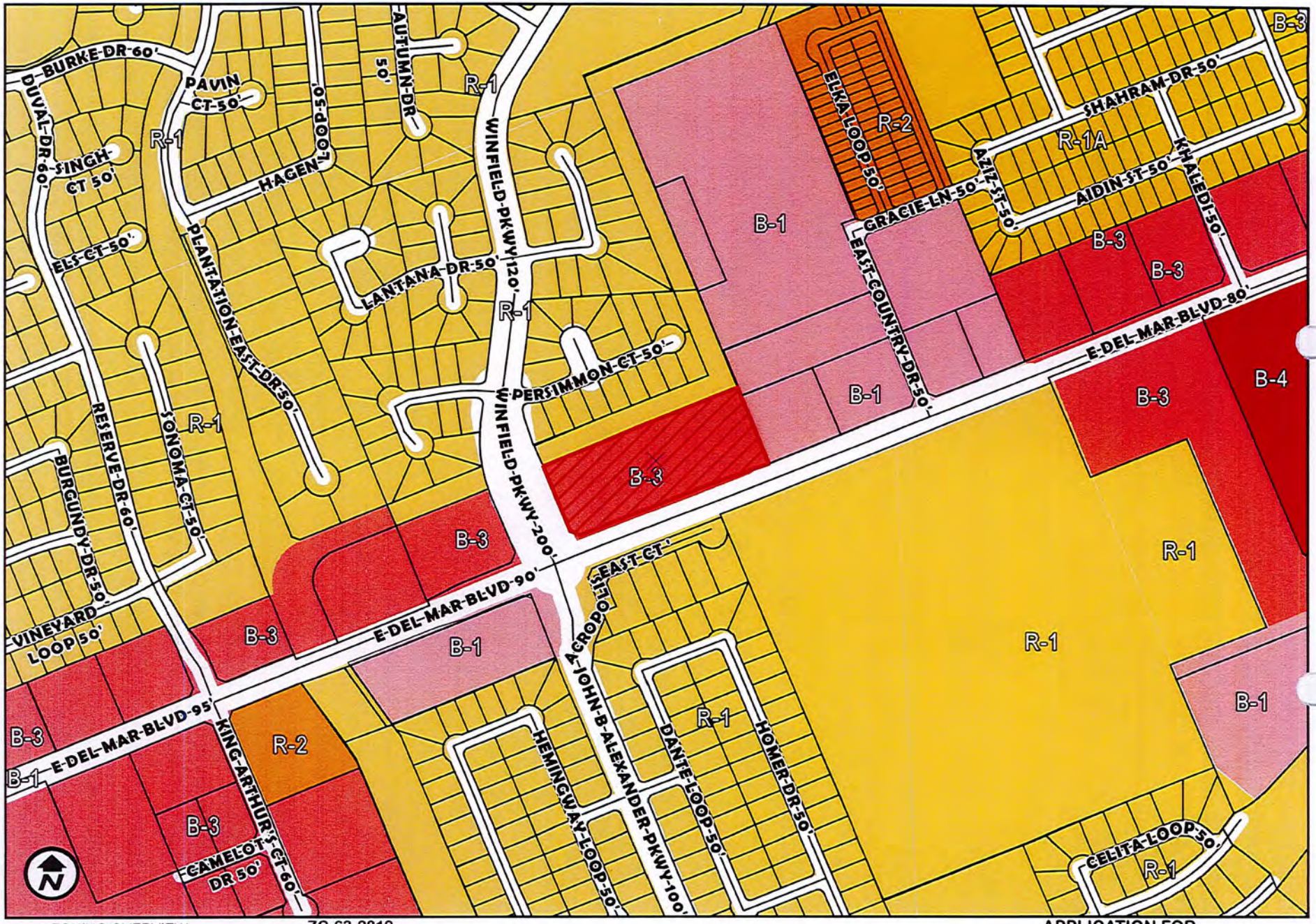


AERIAL MAP

1 inch = 167 feet

ZC-63-2019
COUNCIL DISTRICT 6
3402 E. DEL MAR SUITE 220 (UNIT 5)

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



ZONING OVERVIEW

1 inch = 417 feet

ZC-63-2019

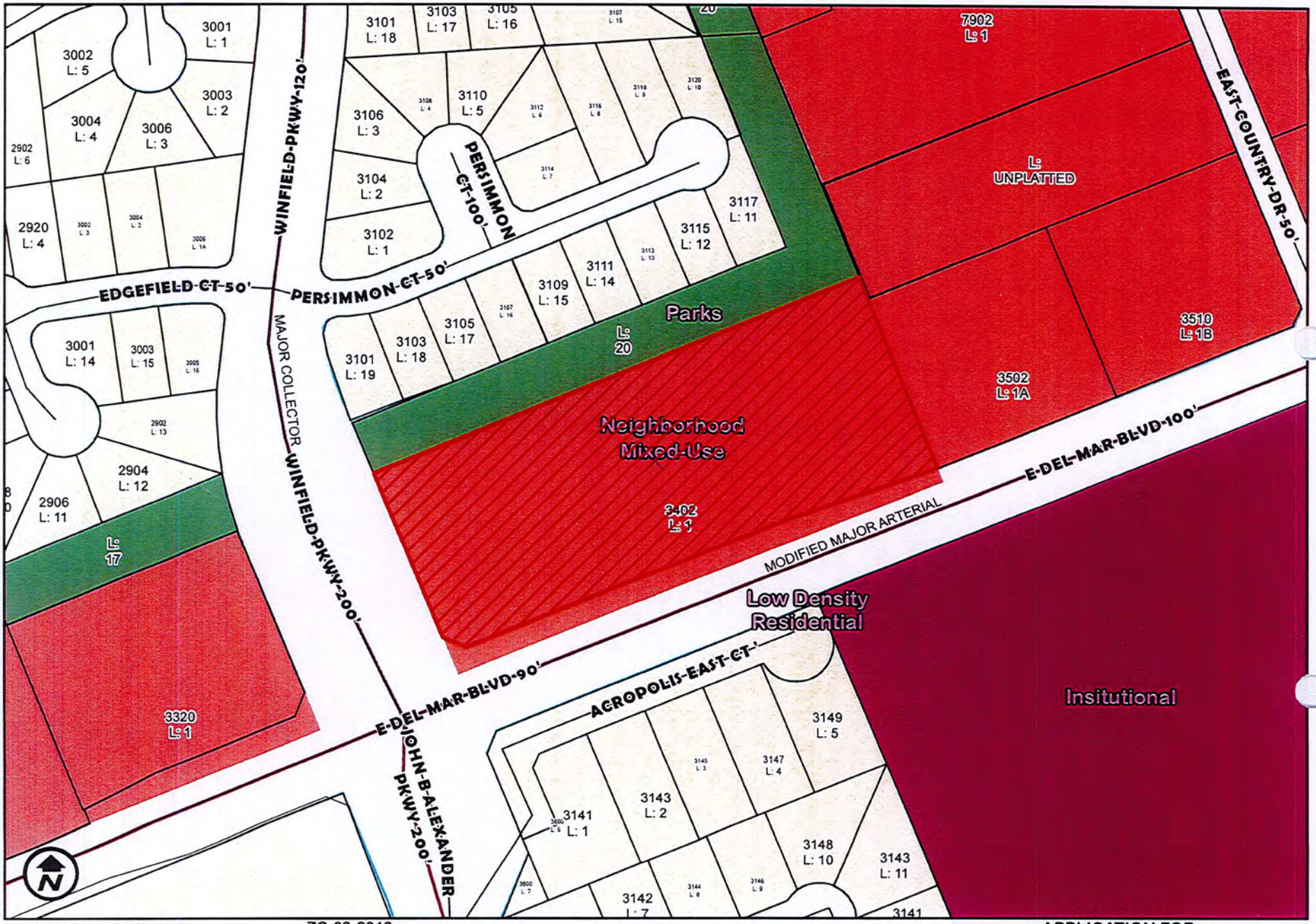
COUNCIL DISTRICT 6

3402 E. DEL MAR SUITE 220 (UNIT 5)

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> S.U.P. (SPECIAL USE PERMIT)



FUTURE LANDUSE MAP

1 inch = 167 feet

ZC-63-2019

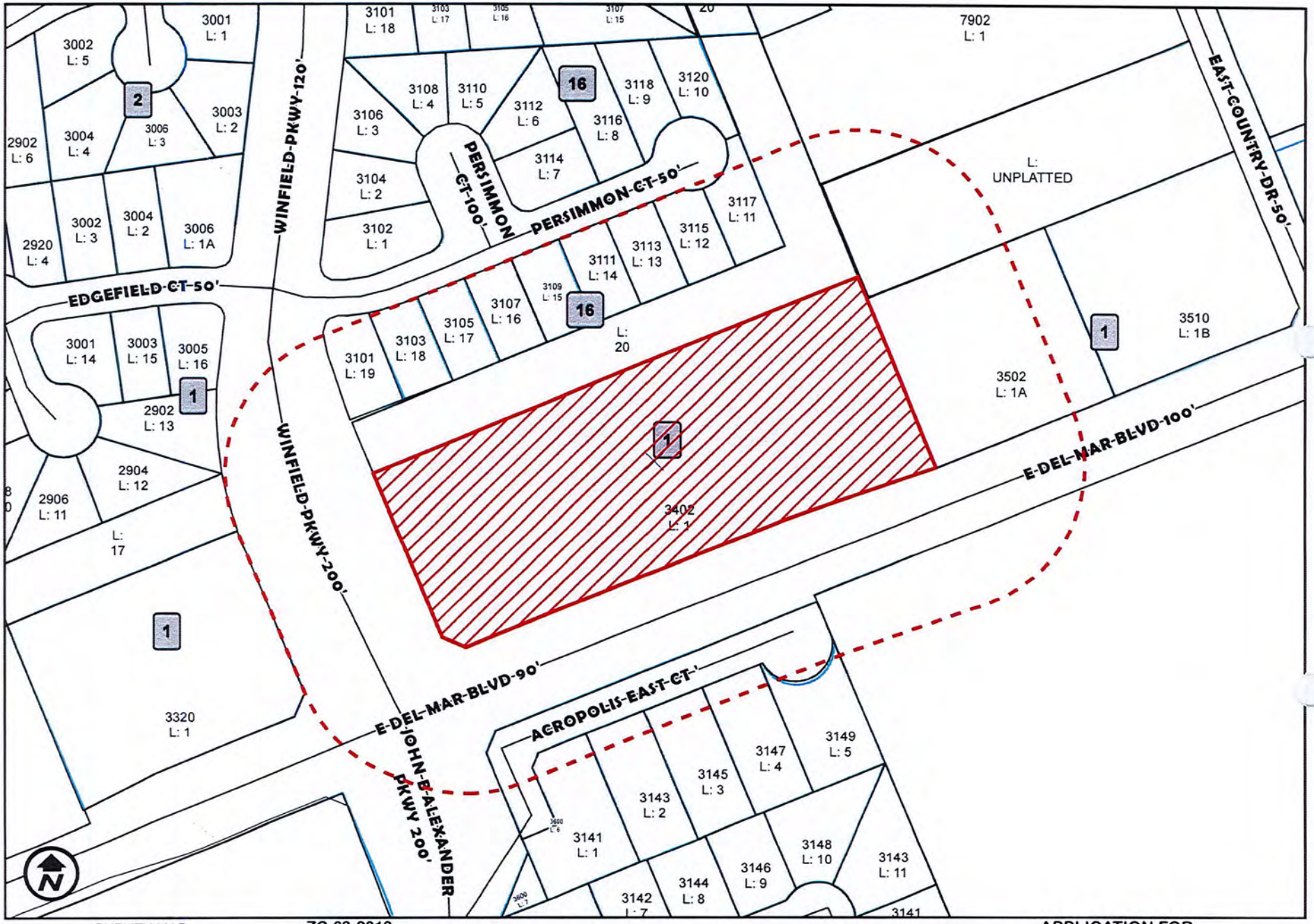
COUNCIL DISTRICT 6

3402 E. DEL MAR SUITE 220 (UNIT 5)

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> S.U.P. (SPECIAL USE PERMIT)

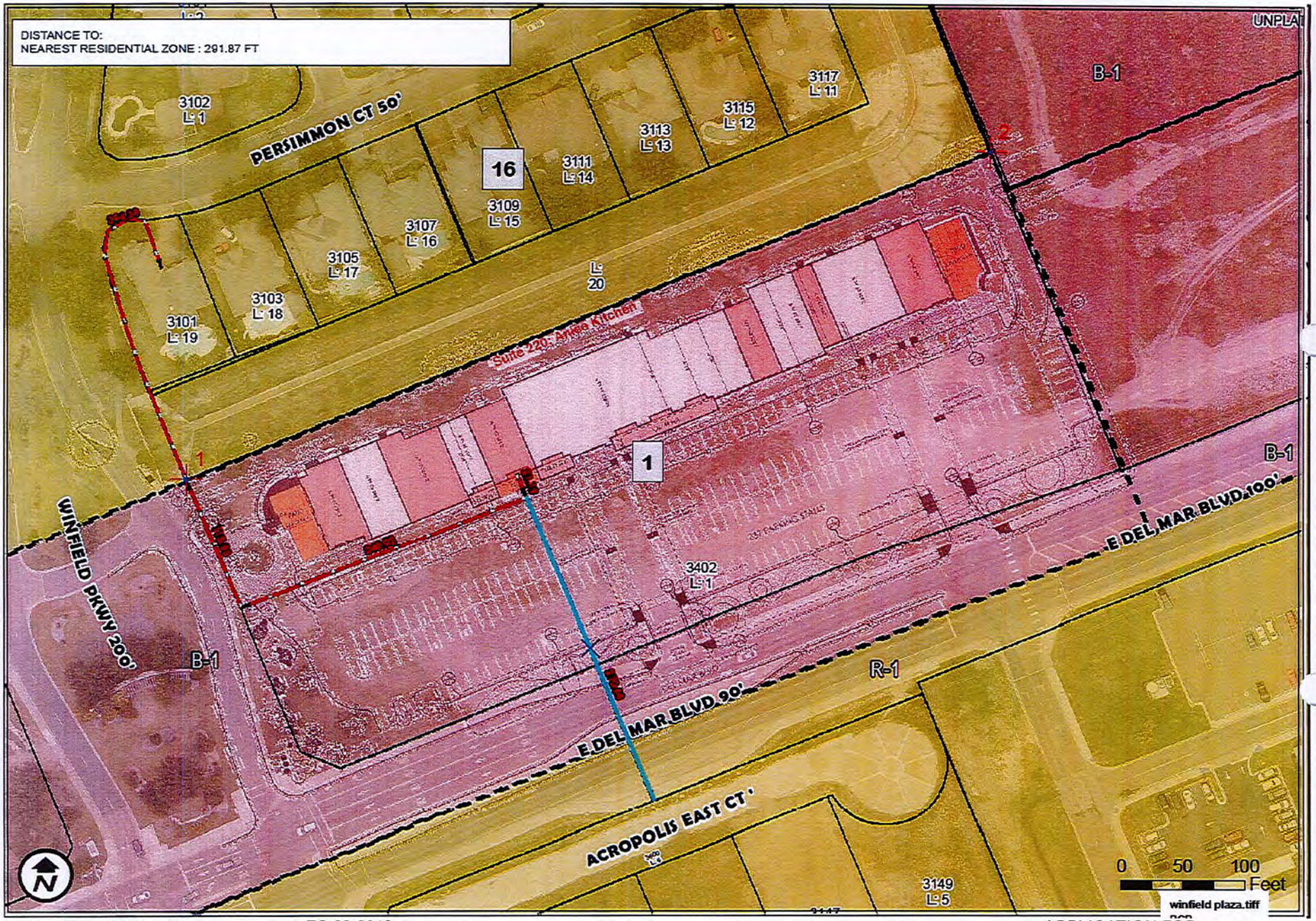


SURVEY MAP

1 inch = 167 feet

ZC-63-2019
COUNCIL DISTRICT 6
3402 E. DEL MAR SUITE 220 (UNIT 5)

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



MEASUREMENTS
1 inch = 167 feet

ZC-63-2019
COUNCIL DISTRICT 6
3402 E. DEL MAR SUITE 220 (UNIT 5)

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)

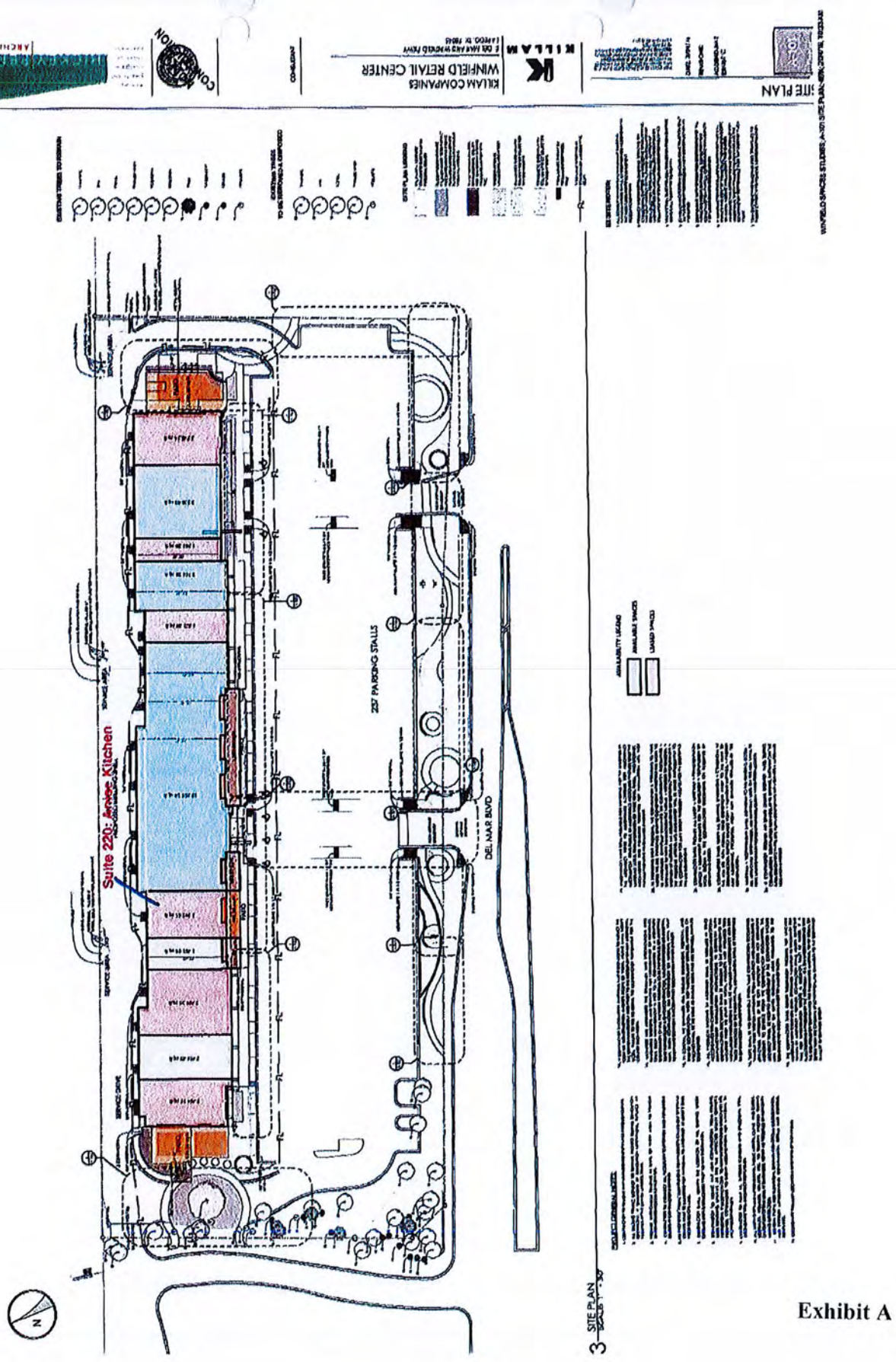
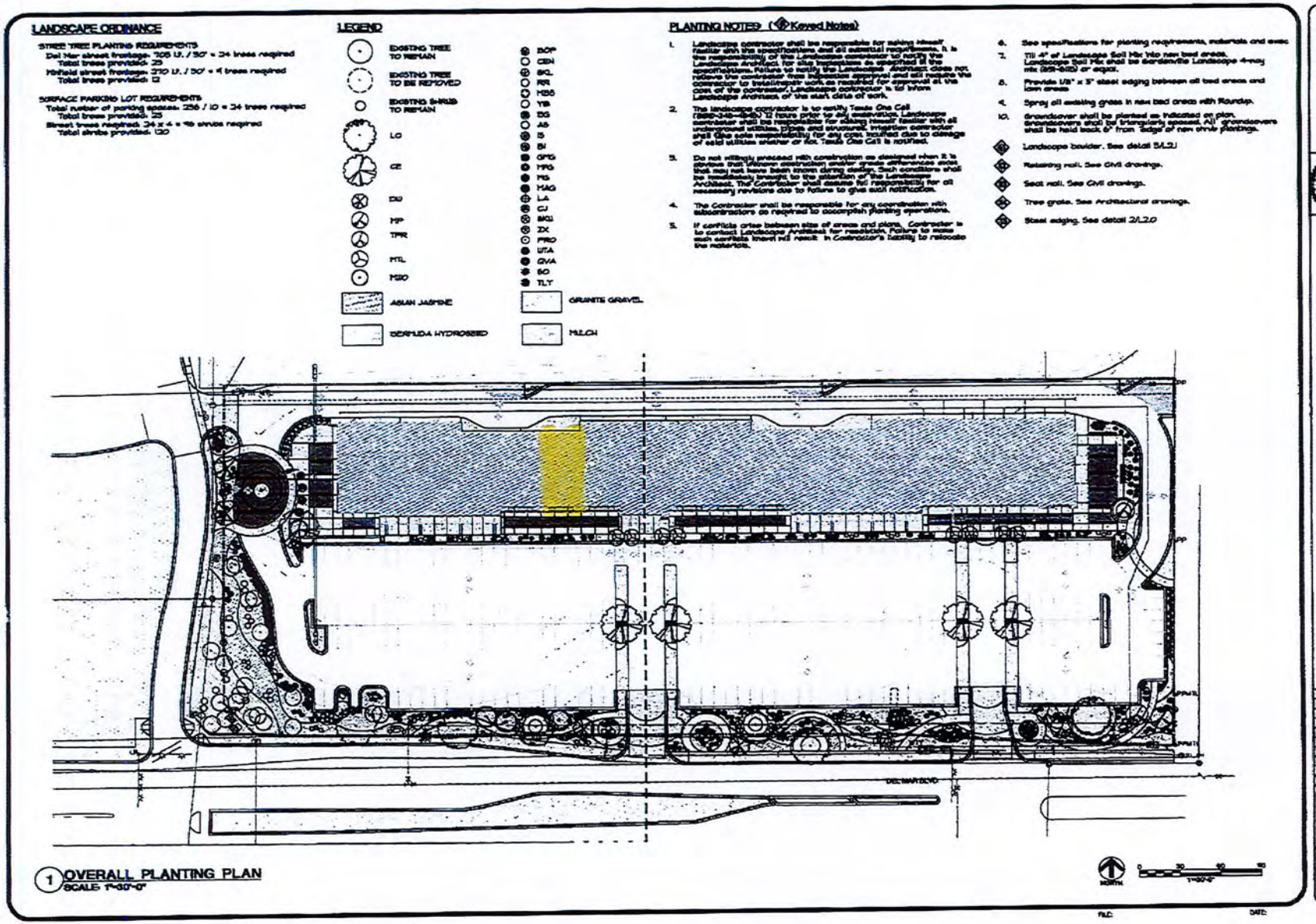
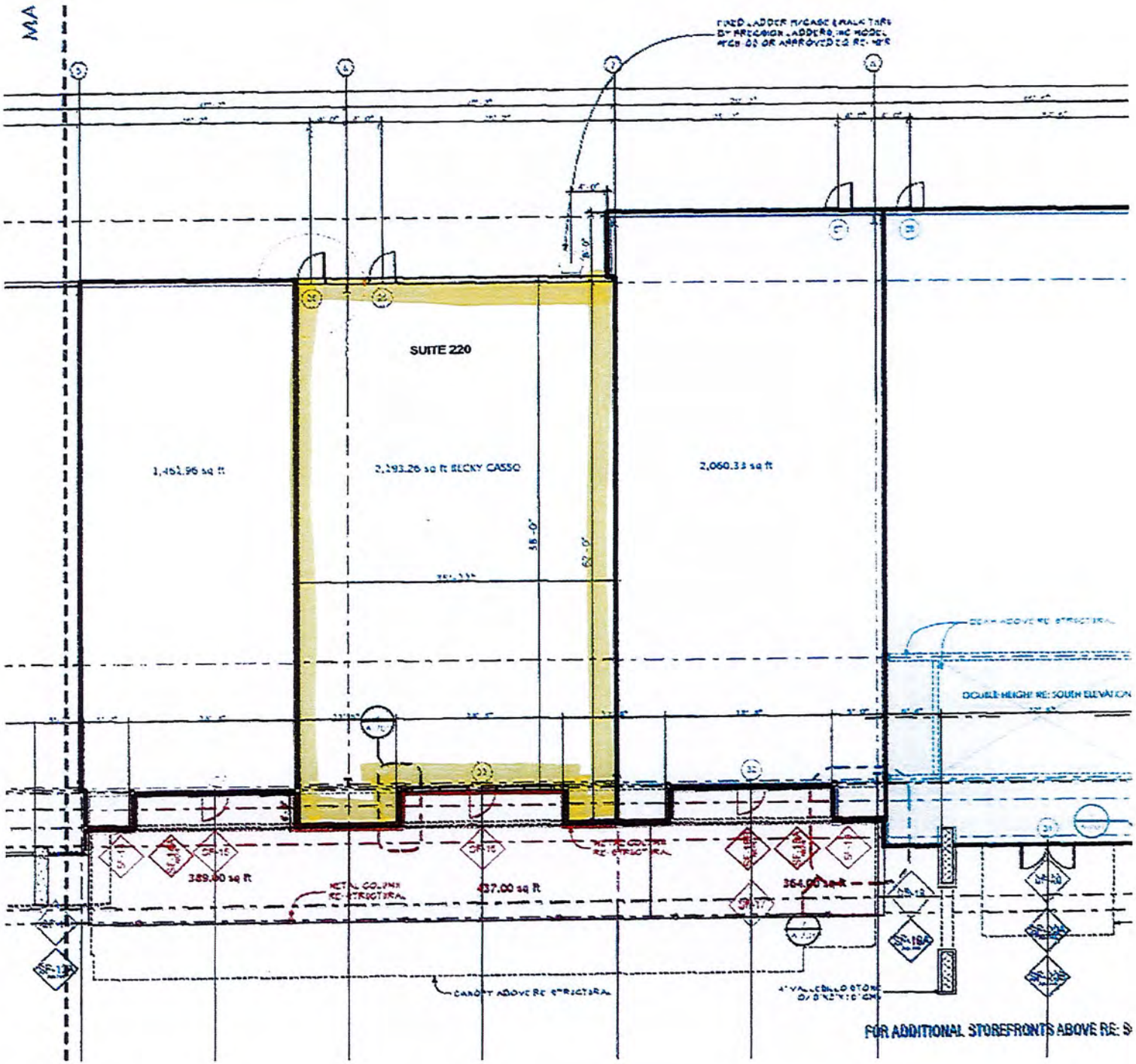

Suite 220: Anise Kitchen
257 PARKING STALLS
DEL MAR BLVD
SITE PLAN
KILLAM COMPANIES
WINFIELD RETAIL CENTER

Exhibit A


LANDSCAPE ORDINANCE
STREET TREE PLANTING REQUIREMENTS
Del Mar street frontage: 705 LF. / 30' = 24 trees required
Total trees provided: 29
Winfield street frontage: 210 LF. / 30' = 4 trees required
Total trees provided: 12
SURFACE PARKING LOT REQUIREMENTS
Total number of parking spaces: 236 / 10 = 24 trees required
Total trees provided: 25
Street trees required: 24 x 4 = 96 shrubs required
Total shrubs provided: 120
LEGEND
EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED
EXISTING SHRUB TO REMAIN
LG
CE
DU
MP
TPR
MTL
MSO
ASIAN JASMINE
BERMUDA HYDROSEED
BOP
CBT
CL
MBS
YS
BS
AS
S
GP
PP
PS
MAG
LJ
SEN
RX
PRO
MTA
GM
SO
TLY
GRANITE GRAVEL
MULCH
PLANTING NOTES (Keyed Notes)
1. Landscape contractor shall be responsible for taking himself familiar with the specifications and all essential requirements. It is the responsibility of the Landscape Contractor to consult the Landscape Architect for site inspections as specified in the specifications. Failure to notify the Landscape Architect does not relieve the contractor from deficiencies appointed and still requires the contractor to install/repair work as required for approval at the cost of the contractor. Landscape contractor is to inform Landscape Architect of the start date of work.
2. The landscape contractor is to notify Texas One Call (1800-245-4545) 72 hours prior to any excavation. Landscape contractor shall be responsible for locating himself familiar with all underground utilities, pipes and structures. Irrigation contractor shall take sole responsibility for any cost, incurred due to damage of said utilities whether or not Texas One Call is notified.
3. Do not willingly proceed with construction as designed when it is obvious that unknown construction and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Landscape Architect. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
4. The Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
5. If conflicts arise between size of areas and plans, Contractor is to contact Landscape Architect for resolution. Failure to make such verifiable linear will result in Contractor's liability to relocate the materials.
6. See specifications for planting requirements, materials and exec
7. Till 4" of Landscape Soil Mix into new bed areas. Landscape Soil Mix shall be Gardenville Landscape 4-way mix (888-9180) or equal.
8. Provide 1/8" x 5" steel edging between all bed areas and lawn areas
9. Spray all existing grass in new bed areas with Roundup.
10. Groundcover shall be planted as indicated on plan. Groundcovers shall be triangularly spaced. All groundcovers shall be held back 6" from edge of new shrub plantings.
Landscape boulder. See detail 5/L2.1
Retaining wall. See Civil drawings.
Seat wall. See Civil drawings.
Tree grate. See Architectural drawings.
Steel edging. See detail 2/L2.0
DEL MAR BLVD
NORTH
1 OVERALL PLANTING PLAN
SCALE: 1"=30'-0"
CIVIL GREEN L.L.C.
LANDSCAPE IMPROVEMENTS
WINFIELD SHOPS
Laredo, TX
SHEET TITLE
PLANTING PLAN
SHEET NO.
L1.1

FLOOR PLAN-B
KILLAM COMPANIES
WINFIELD RETAIL CENTER
MATCH LINE
SUITE 220
MATCH LINE
FLOOR PLAN-B
SUITE 220
MATCH LINE
MATCH LINE


SUITE 220
1,451.96 sq ft
2,193.26 sq ft BECKY CASSO
2,060.33 sq ft
389.00 sq ft
437.00 sq ft
364.00 sq ft
FOR ADDITIONAL STOREFRONTS ABOVE RE:

REPUBLICA

CANTINA DE MEXICO

DEAR PLANNING & ZONING

HI, I AM DAVID MARTINEZ OWNER FROM "REPUBLICA RESTAURANT".

THE PURPOSE OF OPENING OUR RESTAURANT IN THIS CITY OF LAREDO TEXAS IS WHITH INTENTION OF BRINGING NEW FOOD AND FLAVORS, IN A FAMILY ENVIRONMENT. OUR CONCEPT IS CONTEPORARY REGIONAL MEXICAN, WE HOPE TO BE OF THE TASTE OF THE PEOPLE.

LOCATED IN 3402 EAST DEL MAR BLVD. SUITE 220

OPERATION HOURS: TUESDAYS TO SATURDAYS FROM 12pm TO 12am

SUNDAYS FROM 12pm TO 8pm

NUMBER OF EMPLOYEES: 10 PERSONS

SHARING 237 PARKING SPACES ALREADY EXISTING AT ESTABLISH LOD RETAIL CONTER.

David Martinez

Exhibit B

City Council-Regular
Meeting Date: 09/03/2019
Initiated By: James Kirby Snideman, Planning & Zoning Director
Initiated By: Killam Ranch Properties, LTD/Radcliffe Killam, Owner/Applicant and David Alonso Martinez, Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

2019-O-147 Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2016-O-057 and authorizing the issuance of a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 220; providing for publication and effective date.

ZC-63-2019
District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte Martinez at the regular Council meeting of August, 19, 2019.

BACKGROUND

Council District: VI – The Honorable Dr. Marte Martinez

Proposed use: Restaurant Serving Alcohol

Site: 16 Suites Commercial Building (2 vacant/available suites).

Surrounding land uses: North, of the property is Winfield residential subdivision. East of the property are Cibolo Village (multi-family complex), Casa Yoga and Orange Theory and a vacant lot. South of the property are Alexander High School and Alexander Subdivision. West of the property are vacant land and Winfield Subdivision.

Comprehensive Plan: The Future Land Use Map identifies this tract as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Blvd. as a Modified Major Arterial (90') and Winfield Parkway as a Major Collector (200'), east of the property.

Letters sent to surrounding property owners: 21
In Favor: 1
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case-by-case basis and should not be categorized in a zoning district. A Special Use Permit is an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff does not support the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP location does not meet distance requirements as per Ordinance 2013-O-005, Section 24.93.7 (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The residential District is 291.87 Ft. from Suite 220.

Re: http://www.cityoflaredo.com/Planning/assets/ldcb---2018%2c-march-2.pdf Section 24.63 Permitted Land Uses, and Section 24.93.7 Applications for Restaurants serving alcohol in R-O, B-1, and B-3.

The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door to the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD/Radcliffe Killam II, Owner/Applicant; and La Terraza Leasing LLC/David Alonzo Martinez, for Republica Cantina de Mexico Restaurant, and is non-transferable.

2. The Special Use Permit is restricted to 2, 191.26 S.F. Floor Plan B, Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Tuesday through Saturday from 12:00 p.m. through 12:00 a.m. and Sunday from 12:00 p.m. through 8:00 p.m. as per Letter Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor music and speakers are not allowed and there shall be no ground vibrations created or sustained on the site, which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall maintain during all hours of operation, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Strove lights, flashing lights and any other outdoor lighting designed to attract attention are prohibited.
16. Owner shall provide a 7' high opaque fence along property lines, which abut or adjoin any residential zones/uses.
17. Owner shall comply with, Building, Health, and Safety, and all applicable codes and regulations as required.
18. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
19. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Attachments

Cubs lose Anthony Rizzo with a

Delinquent Parking Enforcement Division, fines and fees for parking citations, pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon.

Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on September 30th, 2019 and all submitted proposals received will be opened and publicly acknowledged at 9:00 A.M. on October 1st, 2019.

Hand delivered proposals must be submitted in a sealed envelope clearly marked:

FY19-095 RFP Parking Enforcement Collection Services.

Proposals are to be submitted through Cit-E-Bid:
https://cityoflaredo.ionwave.net/Login.aspx
Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez, Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL; ON THIS 5TH DAY of SEPTEMBER 2019

Jose A. Valdez, Jr.
City Secretary

L-03

City of Laredo Purchasing Division Notice to Bidders

Notice is hereby given that the City of Laredo (hereinafter called "City") is soliciting sealed bids, subject to the terms and Conditions, for the modification and/or Removal of the Powered Baggage Handling System (Convey-

kitchen, living area, block fenced, granite countertops, double car garage w/driveway, near Clark Elem. Centralize location. Call (210) 789-4663.

FAST CLOSING
Real Estate Broker
(956) 645-7653

LEGALS 250 LEGALS 250

ORDINANCE NO. 2019-O-149

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 3.95 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT SOUTH OF JAIME ZAPATA MEMORIAL HWY., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-28

ORDINANCE NO. 2019-O-147

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL PLAZA, PHASE 13, LOCATED AT 3402 EAST DEL MAR BLVD., SUITE 220; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE
L-26

ORDINANCE NO. 2019-O-144

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 2.1993 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS EXHIBIT A, LOCATED AT SOUTHEAST CORNER OF RAMIREZ DR. AND BOB BULLOCK LOOP, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); ROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-23

LEGALS 250 LEGALS 250

ORDINANCE NO. 2019-O-141

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 4, BLOCK 2, SAN ISIDRO BUSINESS PARK SUBDIVISION, LOCATED AT 313 CROSSROADS ST., FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-29

ORDINANCE NO. 2019-O-148

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 14.40 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT WEST OF CENTURY BLVD. AND SOUTH OF JAIME ZAPATA MEMORIAL HWY., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-27

ORDINANCE NO. 2019-O-146

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 7, PONDEROSA HILL SUBDIVISION, UNIT 1, LOCATED AT 5119 FAIRFIELD DR., FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-25

ORDINANCE NO. 2019-O-145

AMENDING THE ZONING ORDINANCE

Offer. J. Ramirez (210) 636-5464

Vacant Lots For Sale in Bruni, TX. (956) 645-3238

Vendo Tereno Con Traila 2011, Zona R1 pueden construir Casa o Apt. Incluye 3 Rec/ 2 Bañ $89,000 o Traila Sola.2801 Rosario St. (956) 229-8499

ACREAGE FOR SALE 76

22 Acres, Cotulla TX, Fully Fenced, 2 Gates, 2 Ponds, Roads, Camp Area, 3 Feeders, 6X8 Hunting Blind, Lots of Brush, Big Trees, Deer, Pigs Etc. Call (956) 489-6430

Se Venden o Se Financean 10 Acres por El Dueño en el 359, 7 Minutos Mas adelante de Loop 20. Hable a (956) 220-4766

FARMS & RANCHES 77

50 ACRE TRACK on Highway 59. 20 miles out great hunting & electricity. Next to callaghan ranch. Low fence. $3,600 per acre. (956) 645-8567 or (956) 326-9734

640 Ac on County Rd. 2895. 5 Miles North of Aguilares, Hwy Frontage, Great Hunting, Electricity and 5 Ac Stock Pond. Broker Beaux Cook & Associates, LLC Call Preston Hardin at (512) 876-4392

RENTALS



APARTMENTS FOR RENT 91

* Loop 20 & Saunders Area 2bd, 1ba. Fridge & Stove, Water Paid $650/Mo & Dep $300

available.starting at $700/mo all tile, gated, water & cable pd, with W/D incl. (956) 898-1699

3006 E Stewart 2 bed/1 bath w/appliances; water pd; $660/$500 dep call Wright @ 718-4008

4717 Mims 2 bed/1 bath w/appliances; $700/$500 dep call Wright @ 718-4008

2bd/1ba, all electric, water pd, 216 Allen Dr. $680/mo + $450 dep. 337-0150 or 337-1806

2/Bd, 2/Bth, 1st Floor close to schools, water paid, $750/mth, 1006 Kearney (956)645-0276

Apts for rent 1 or 2 bedrm, call for info 722-2491 Mon - Fri 9am -6pm, 1616 Calle del Norte apt #48 **PROMOTION HALF OFF ON FIRST MONTH RENT ON 1 BED-ROOMS ONLY!!

Cuarto Independiente 1006 Taylor, 1 baño, Biles Inc., 1 persona $390/Mes $100Dep (956) 284-8712

El Paisano/Patio Apts
5910 San Bernardo Ave.
722-8153
1, 2 & 3 Bdrm Apts.
*Swimming Pool
*North IH 35 Location
*UISD Schools
*Close to Shopping & Mall
Dep $99- Restrictions Apply
Water Paid

ONE MONTH FREE RENT!
Foremost Apartments
3519 Arkansas
(956)724-3632
Eff. 1 & 2 Bedroom. Available. Water paid. Close to bus route, shopping center, & hospital. Open Saturdays!

HILLSIDE APTS.
200 W. HILLSIDE RD.
1 & 2 BDRM.
TOWNHOUSES AVAILABLE
SWIMMING POOLS.
LAUNDRY ROOMS, NEXT TO CLARK ELEMENTARY

1404 Calle del Norte Rd.
4009 N Seymour Ave.
919 Bustamante St.
106 W. Price St.
2701 San Salvador St.
For More Information Contact: 956-220-2563

Small Bed and Bath, No kitchen. Water and Gas Paid. Downtown $350 Rent $200 Deposit. (956)319-8937

HOUSES FOR RENT 97

312 W.Ash (Rear) NEW 1bd/1bth-Shower All Tile, Kitchen, living, dining,CAH, W/D hkps, BackYard all Fenced $700 Mth/$500 Deposit 220-2535

1246 Shiloh 4 bed/2 bath/2 car garage w/ new stove; $1485/$1000 dep call Wright @718-4008

4119 Sanders 3 bed/2 bath w/appliances; $1110/$800 dep call Wright @718-4008

9550 Ashton 2 bed/1 bath w/stove $790/$600dep call Wright @718-4008

HELP WANTED 122

& Dep. (956) 744-7373

House For Rent 3503 Laredo St. 2bd, 1 bath $500Re. + $200 Dep. Info call (956)236-1914

SOUTH LAREDO AREA
841 GEORGE READ
Spacious 3/2, all tile fenced yard, near schools $1150 mo/$700 dep (956) 898-1699

CONDOS FOR RENT 103

2 bdrm 2 ba remodeled unit on 2nd floor, cover parking, gated w/pool 1205 International Blvd unit#16. Text for photos & for more information call (956) 282-8654. $950 mthly & $500 dep.

1206 International #19 2 bed/2 bath w/appliances $910/$500 dep call Wright @ 718-4008

ROOMS FOR RENT 10

Loma Alta Hotel 392C Santa Ursula. Mo. micro fridge, HBO. Free WIFI, 2 queen beds $700. 726-1628

Posada del Carmen, 1104 Juarez, 1bd, $500m, WIFI, Micro, fridg, Cable & HBO 726-1628

COLD CHAIN SOLUTIONS

Truck / Trailer washer, Responsible for daily washing of tractor & trailers, general trailer upkeep, yard cleaning. sweeping docks, etc. Other duties could be assist in yard operations. Weekly pay Call 956-235-9102 810 Union Pacific Dr.

COLD CHAIN SOLUTIONS

214


ZC-037-2024
ATTENTION
CITY OF LAREDO
PLANNING & ZONING
PROPOSED Restaurant
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
(Serving Alcohol)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 12 AND 13, LOCATED AT 3402 EAST DEL MAR BOULEVARD, SUITE 100 AND 110 AND OUTDOOR PATIO ONLY (4,131 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 12 and 13, located at 3402 East Del Mar Boulevard, Suite 100 and 110 and outdoor patio only (4,131 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 20, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 12 and 13, located at 3402 East Del Mar Boulevard, Suite 100 and 110 and outdoor patio only (4,131 square feet).

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Adib Name, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,131 square feet located within Suites 100 and 110 and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Thursday, 11:00 a.m. to 10:00 p.m. and Friday to Saturday, 11:00 a.m. to 11:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;

4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lots 10, 11, and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street (3,399 square feet).

The Planning and Zoning Commission recommended approval of the proposed special use permit with the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, Noise Nuisances. However, staff does not support the application.

ZC-038-2024
District III

Council District: District 3 **Zone Case:** ZC-038-2024

Letters sent to property owners: 22

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit with the amendment of condition number ten (10) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council- Regular Meeting

Meeting Date: 05/20/2024

Initiated By: Jose A. Valdez, Jr. Assistant City Manager/City Secretary

Initiated By: Richard Geissler, Owner, Marco Solis, Applicant/Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lots 10, 11, and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street (3,399 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit with the amendment of condition number ten (10) to allow outdoor music pursuant to the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances.* However, staff **does not support** the application.

ZC-038-2024
District III

PREVIOUS COUNCIL ACTION

- On February 3, 2014, City Council made a motion to approve a special use permit (Ordinance 2014-O-015) for a restaurant serving alcohol.
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **did not support** the application.
    -
- On February 1, 2021, City Council made a motion to approve a special use permit (Ordinance 2021-O-033) for a restaurant serving alcohol.
    - The Planning and Zoning Commission recommended **approval** of the special use permit and staff **supported** the application. However, staff identified concerns regarding overflow parking.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa

Zoning District: B-1 (Limited Business District) zoning district.

Proposed use: Restaurant Serving Alcohol (Noble's Restaurant)

Site: The site is currently occupied by LowPoint Barbecue (proposed restaurant), Texas Provider Care, LLC, and Right at Home Primary Home Care.

Surrounding land uses: To the north of the site is Guadalupe Street, Gonzalez Auto Parts, Heights Fire Station, Church's Chicken, and Popeyes. To the east of the site is North Mendiola Avenue, Dairy Queen, Jumpstart Preschool, and a vacant residential structure. To the south of the site is Chihuahua Street, Circle K, and residential uses. To the west of the site is North Meadow Avenue, Melrose Department Store, Pizza Hut, Maribella's Unisex Salon, and Liberty Tax.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare identifies Chihuahua Street as an Industrial Collector, but does not identify North Mendiola Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 22 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 7 to 0 vote recommended **approval** of the special use permit with the amendment of condition number ten (10) to allow outdoor music at the decibels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-1 (Limited Business District) zoning district.

Staff **does not support** the proposed special use permit for the following reasons:

1. The site does not meet the minimum distance requirement of 300 feet between the proposed use and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential zoning district is approximately 179 feet.
2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
    - Total parking spaces required for the proposed restaurant and existing uses = 37 parking spaces.
        - Proposed restaurant requires = 17 parking spaces
        - Required remaining uses = 20 parking spaces
    - Actual amount identified on site plan = 25 parking spaces
    - Therefore, the proposed site would need an additional 12 parking spaces.
    - *** The parking calculations include the leased parking lot area which includes the daycare (use) located on that lot.
    - *** Please note the 14 parking spaces identified in the lease agreement do not meet the parking requirements as per the Laredo Land Development Code.
    - *** Please note the restaurant is being identified as a fast food service restaurant. If the restaurant changes to a sit-down restaurant, then it would require more parking spaces.
3. The primary use is compatible with the comprehensive plan, but does not meet the performance standards under the Laredo Land Development Code. Please refer to comments 1 and 2.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Marc Solis/LowPoint Barbecue and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,399 square feet as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Thursday to Saturday, 11:00 a.m. to 12:00 a.m. (midnight) and Sunday, 11:00 a.m. to 5 p.m.
4. The Special Use Permit is limited to Lots 10, 11, and 12, Block 891, Eastern Division.
5. No required parking areas can be provided for in a manner that will only be temporary. The business must have an interest (i.e., a lease agreement which shall be renewed or verified on an annual basis as a condition of authorization to continue the business and shall be in effect until the uses cease, title, or legal share) in off-premises parking.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
14. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
15. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. The restaurant shall undergo an annual Fire Inspection.
17. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
18. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
19. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
20. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
21. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
22. Failure to comply (#21 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No, there are similar uses (restaurants serving alcohol - Pizza Hut) within the vicinity.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
Possibly.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for a restaurant serving alcohol.

Attachments

Maps
Narrative
Site Plan
Tenant List
Lease Agreement
Ordinance 2014-O-015
Ordinance 2021-O-033
Zone Change Signage
Draft Ordinance

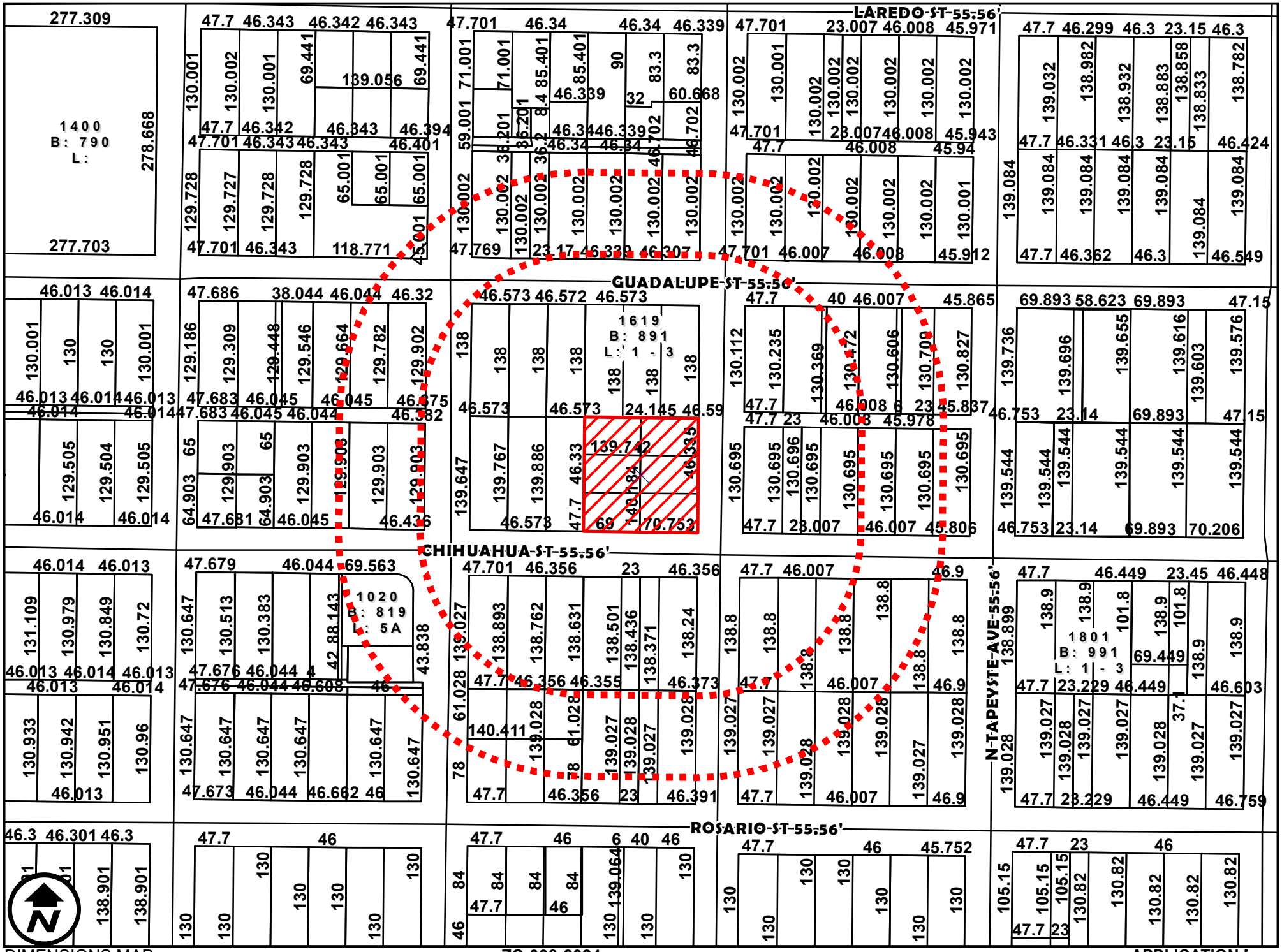


AERIAL MAP

1 inch = 150 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, 1
S.U.P FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP

1 inch = 150 feet

ZC-038-2024

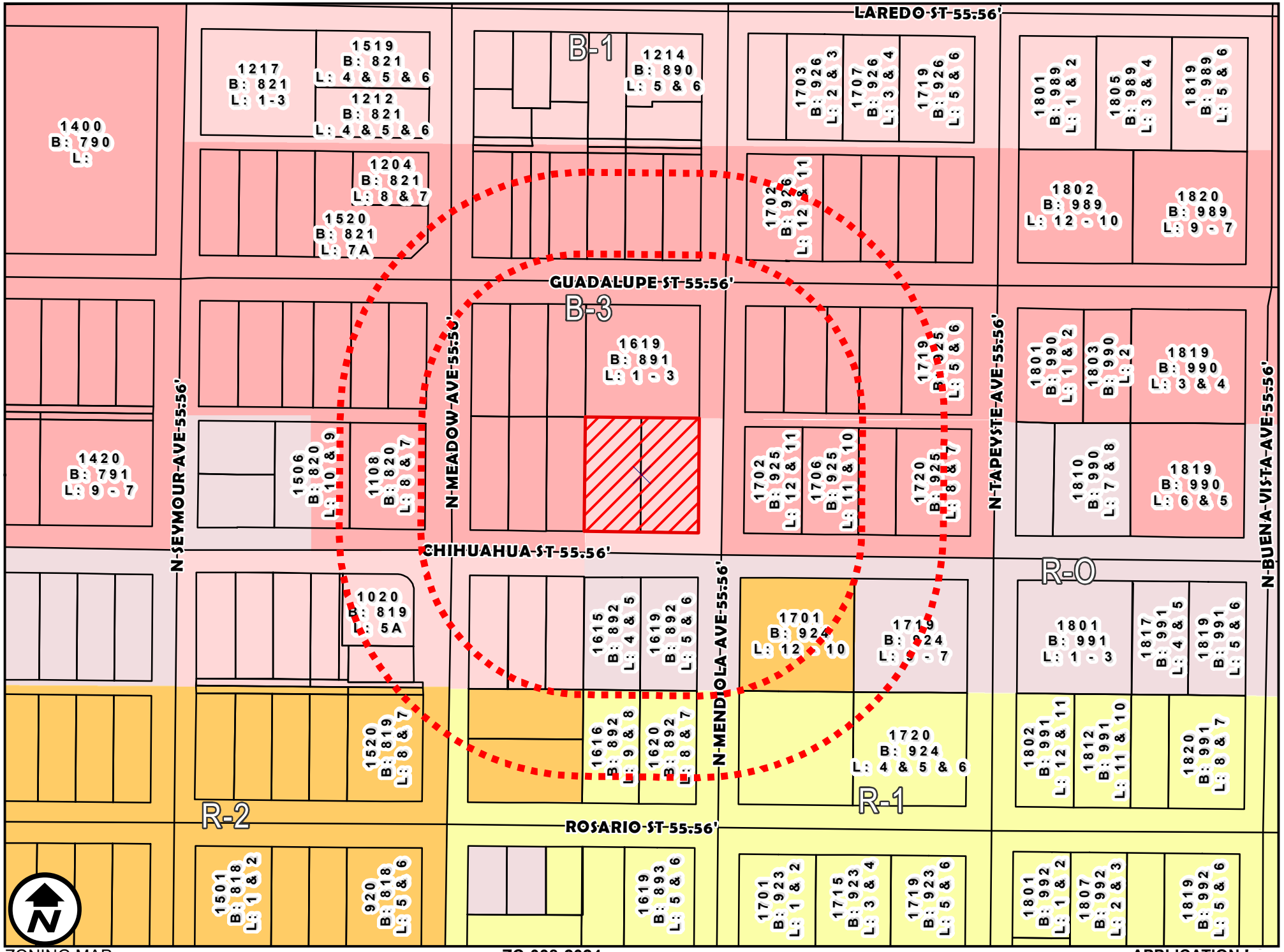
COUNCIL DISTRICT 3

1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I

B-1 (LIMITED BUSINESS DISTRICT, [illegible]

S.U.P FOR RESTAURANT SERVING ALCOHOL

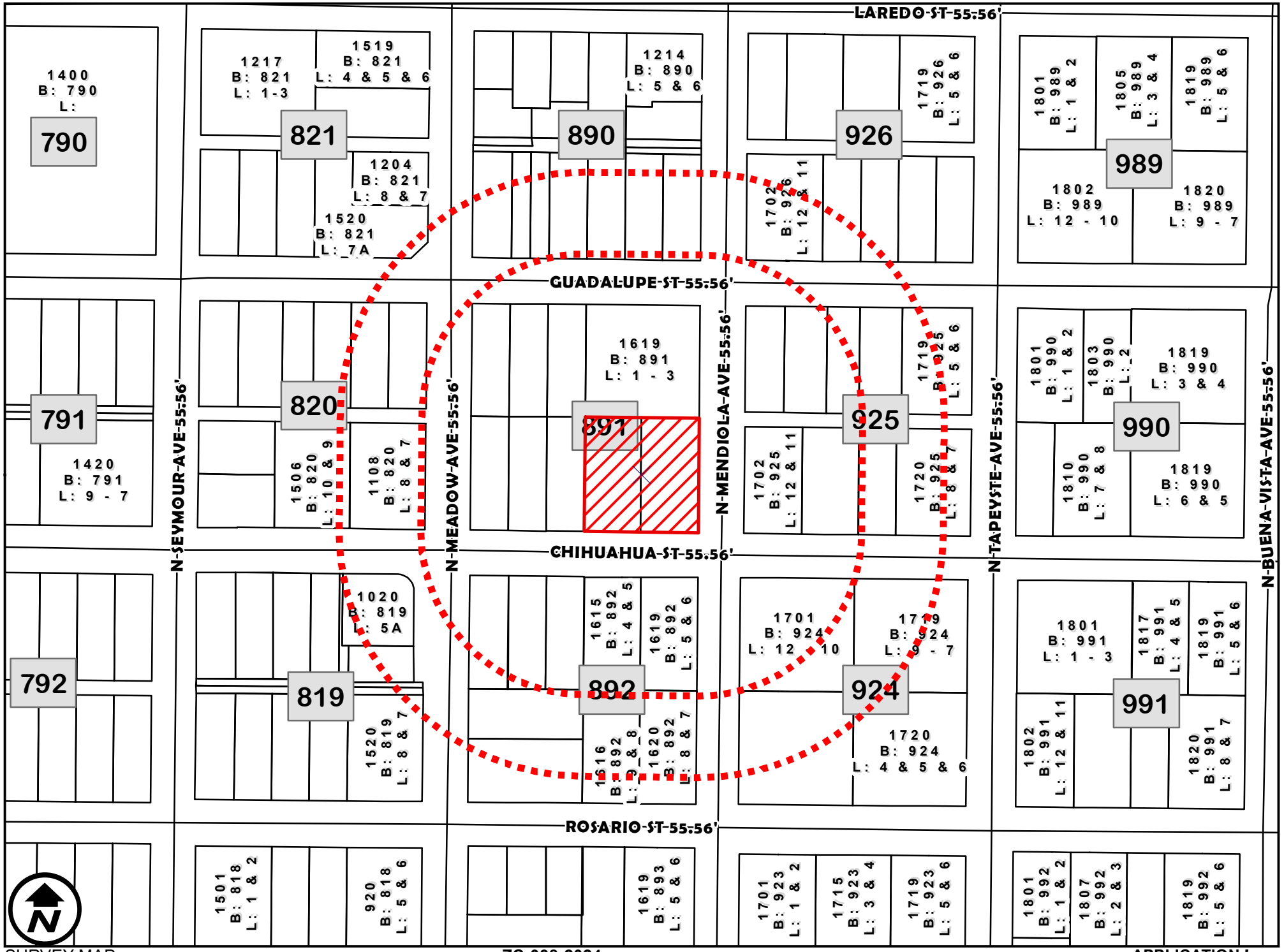


ZONING MAP

1 inch = 150 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT,
S.U.P FOR RESTAURANT SERVING ALCOHOL

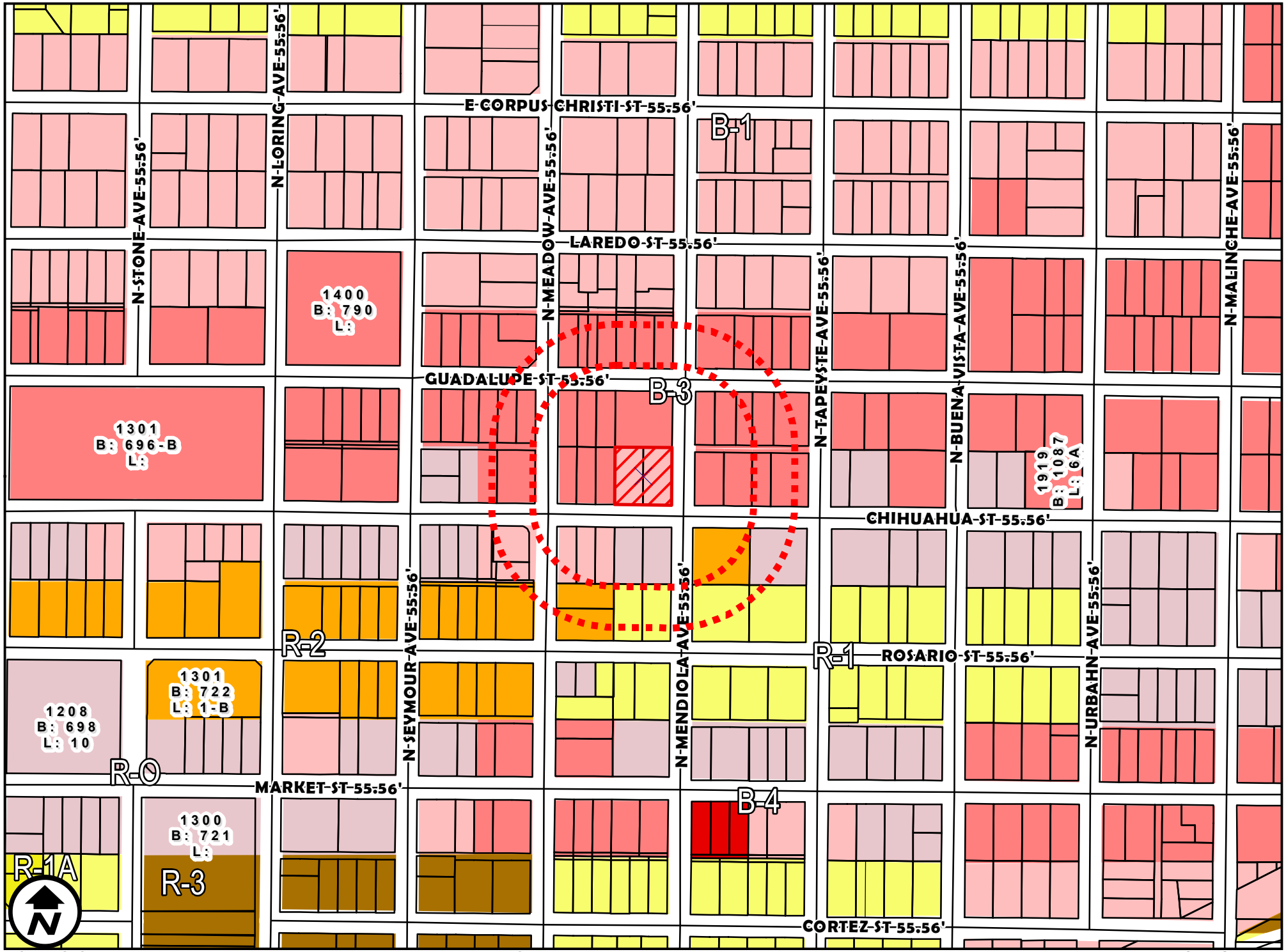


SURVEY MAP

1 inch = 150 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

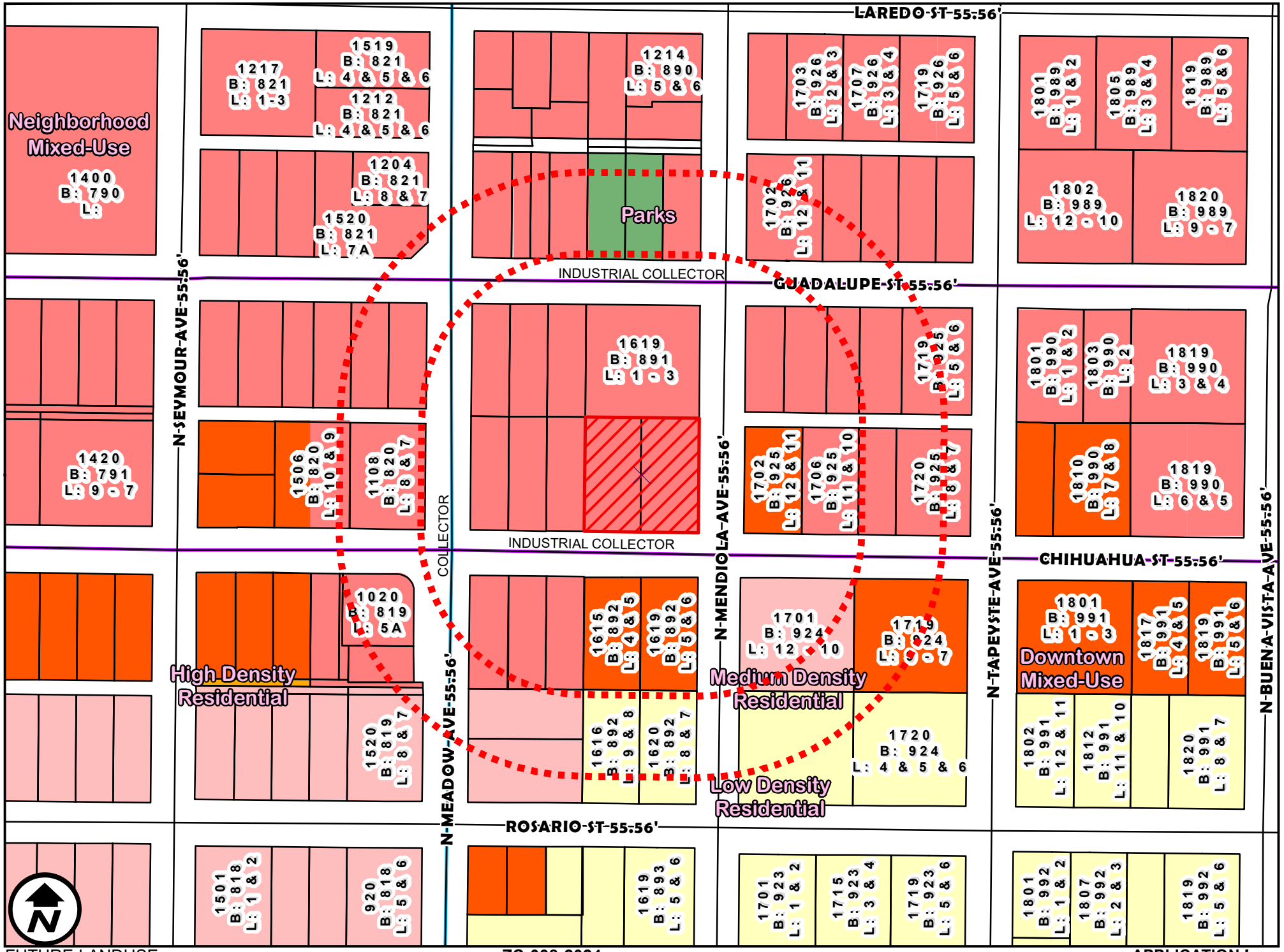


ZONING OVERVIEW

1 inch = 300 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

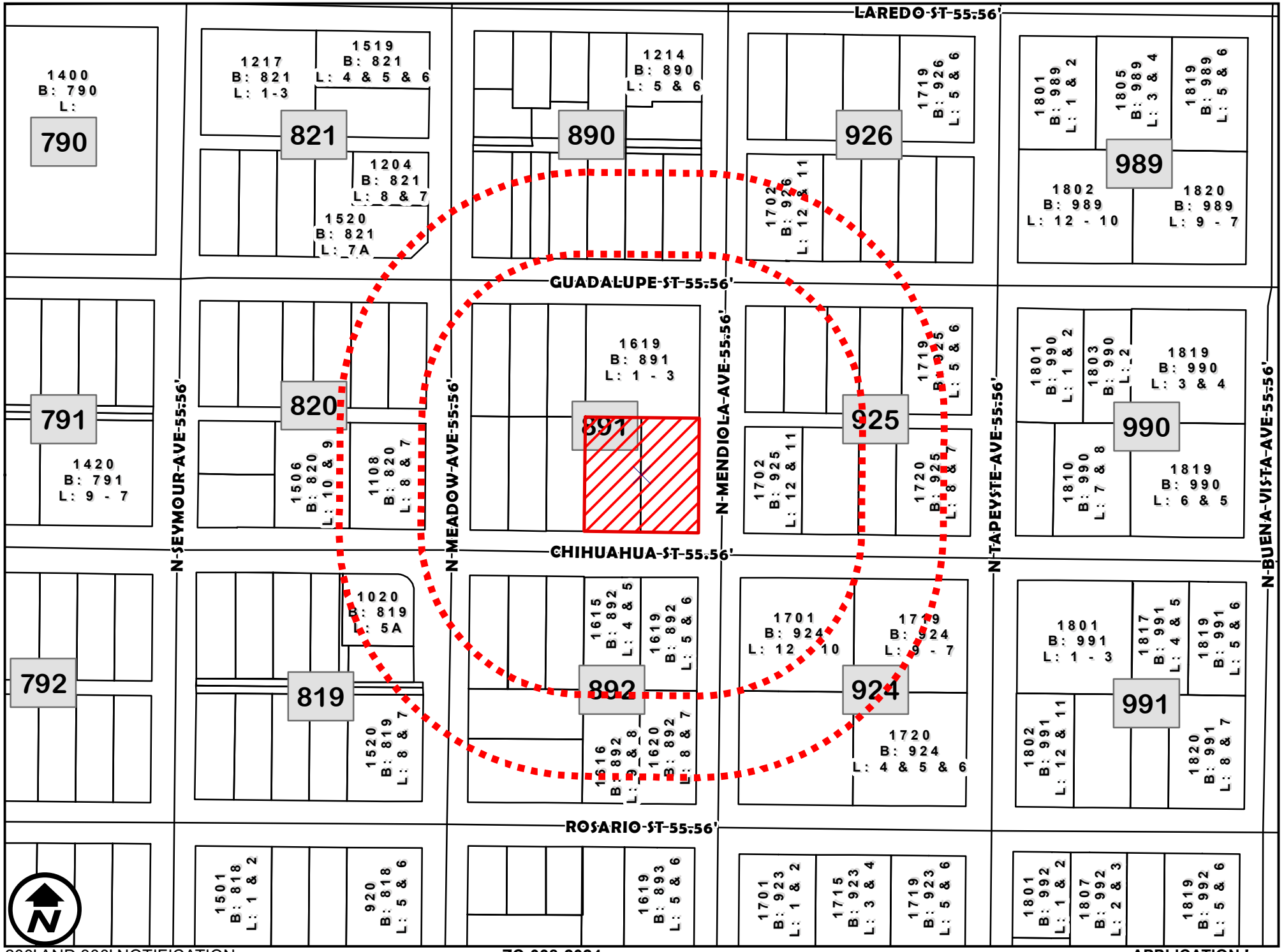


FUTURE LANDUSE

1 inch = 150 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT,
S.U.P FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

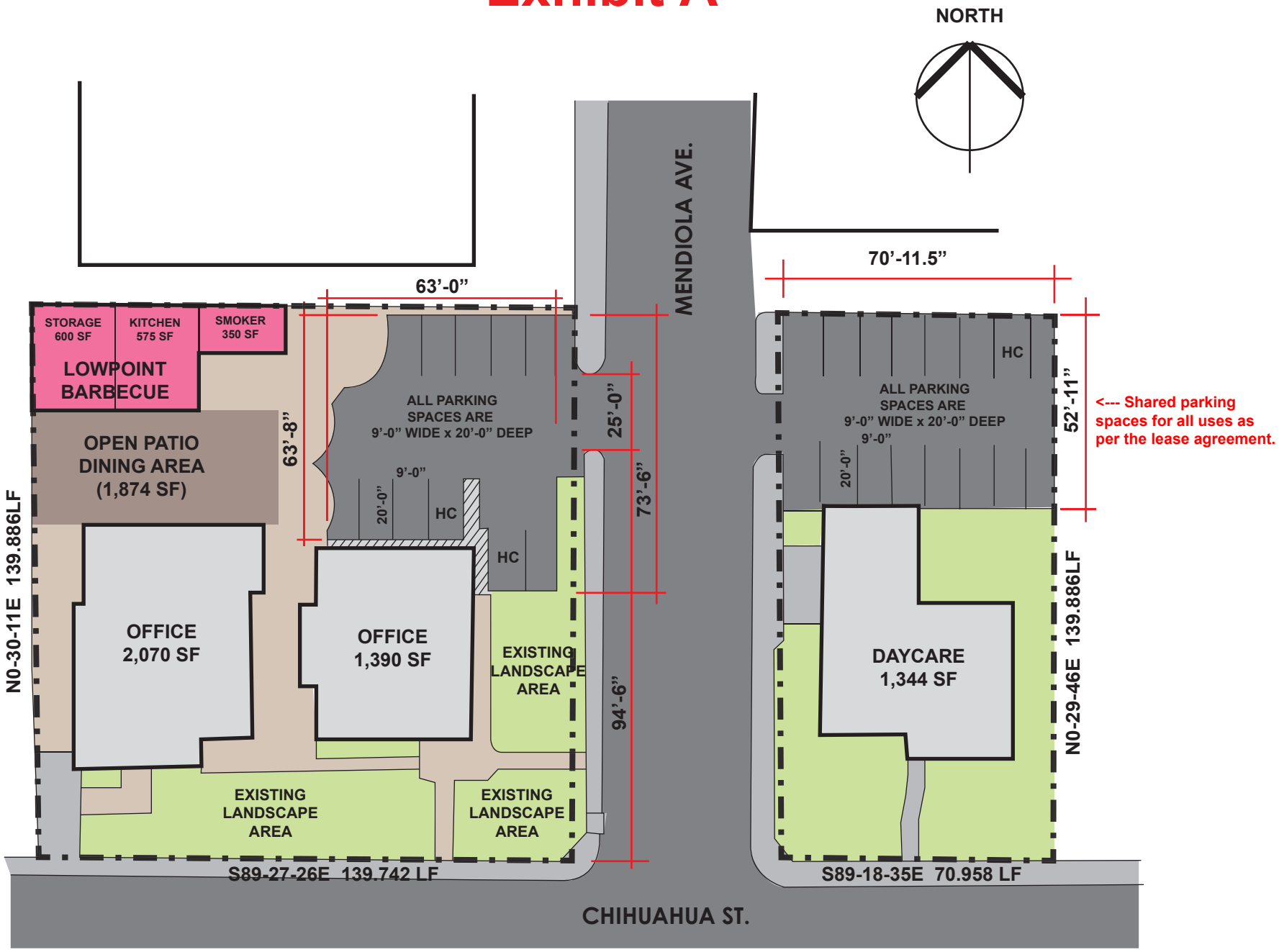
1 inch = 150 feet

ZC-038-2024
COUNCIL DISTRICT 3
1618 AND 1620 CHIHUAHUA STREET, SUITE B

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, 1
S.U.P FOR RESTAURANT SERVING ALCOHOL

LowPoint Barbecue is a restaurant located at 1618 Chihuahua Suite B. The restaurant has been in operation since September of 2023. The planned development is to seek a Special Use Permit to allow for a Restaurant serving Alcohol. The restaurant operates Friday and Saturday from 11AM to 10 PM and Sunday from 11 AM to 4 PM or until the food is sold out. Our future plan is to stay open from 11am to 12am Thursday thru Saturday and close at 5pm on Sundays. Currently we employ 2 people but plan on hiring 2 more employees as business increases. The intent with obtaining this Special Use Permit is to expand our offerings and provide a level of service similarly to other restaurants in the neighborhood.

Exhibit A



NOTE: NO NEW LANDSCAPING OR BUILDING EXPANSION IS CONTEMPLATED.
THE FACILITY WILL OPERATE AS IT CURRENTLY IS.

1 **SITE PLAN**
NOT TO SCALE

List of Tenants

1. LowPoint Barbecue:
   Open: Friday – Saturday 11am-10pm, Sunday 11am-4pm
   Restaurant
   Square footage: 3399 sq. ft.

2. Texas Provider Care LLC
   Open: Monday – Friday 8am – 5pm
   Square Footage: 1390 sq. ft.

3. Right At Home primary home care
   Open: Monday – Friday 8am – 5pm
   Square Footage: 2070 sq. ft.

4. Jumpstart Preschool
   Open: Monday – Friday 7am – 7pm
   Square Footage: 1344 sq. ft.

April 3, 2024

To Whom It May Concern,

I am writing to inform you that access to the parking lots located at 1620 Chihuahua Lot 1 , 78043 and 1702 Chihuahua Parking Lot 2 for use by Low Point BBQ and their customers.

As the owner/manager of the properties, I hereby authorize all tenants occupying spaces within these properties, as well as their customers, to utilize the designated parking areas during operating hours. This decision is made in recognition of the importance of accessible parking facilities in supporting the success of local businesses and enhancing the overall experience of patrons.

Should you require any further information or documentation regarding this matter, please do not hesitate to contact us at 956-754-9532.

Thank you,

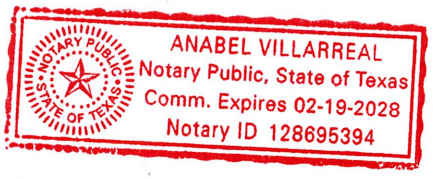
Richard Geissler

State of Texas

County of **Webb**

Before me, a Notary Public, on this day personally appeared **Richard Geissler** known to me to be the person whose name is subscribed on the attached document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

(seal)



Notary Public Signature

Anabel Villarreal
Printed Name

February 19, 2028
My Commission Expires



ORDINANCE NO. 2014-O-015

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 10, 11 AND 12, BLOCK 891, EASTERN DIVISION, LOCATED AT 1618 AND 1620 CHIHUAHUA STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 19, 2013; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Donaciano Aldrete, III and Richard & Jaqueline Geissler, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 3rd DAY OF February, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

1618-1620 CHIHUAHUA ST
COUNCIL DISTRICT 3
ZC-13-2014

APPLICATION OF SUP (SPECIAL USE PERMIT)



*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

FUTURE LAND USE

1 inch = 75 feet
Date: 12/4/2013

CHANOS

Chanos will be a small family style take out restaurant with an outdoor patio for dinning under big beautiful shade trees, the menu will be hand formed burgers , brisket, chicken and are all fresh and smoked or grilled on pecan wood. We will be serving food, drink and one of kind dinning experience

Chano has been a chef for 25yrs and has a deep passion for great food and a great time!

So let me share this beautiful JEWEL with all of Laredo.

Chano will be open Thursday thru Sunday 11amto9pm
3employes

Law office Monday thur Friday 9/12am 2/5pm
3employes

Insurance office Monday thur Friday 9am/5pm
3employes

Thank you
Donaciano Aldrete
Chef Chano

Exhibit A

Exhibit B

SITE PLAN
SCALE: 1"=30'
1
MENDIOLA AVE.
CHIHUAHUA ST
52'-11"
70'-11½"
12 PARKING SPACES
+(2) HANDYCAP SPACES
HANDYCAP
HANDYCAP
94'-0"
73'-6"
25'-0"
94'-6⅝"
TRASH
HANDYCAP
9'-10"
22'-0"
LANDSCAPE
9'-0"
TYP.
11 PARKING SPACES
+ (1) HANDYCAP SPACE
63'-0"
18'-0"
TYP.
41'-0"
INSURANCE
OFFICE
1,928 SF
63'-8"
ENTRY
LANDSCAPE
LANDSCAPE
139.77 LF
SMOKER
KITCHEN
978 SF
DINNING
GARDEN
LAW HOUSE
OFFICE
2,354.5 SF
ALLEY
138.88 LF

ZC – 14 – 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



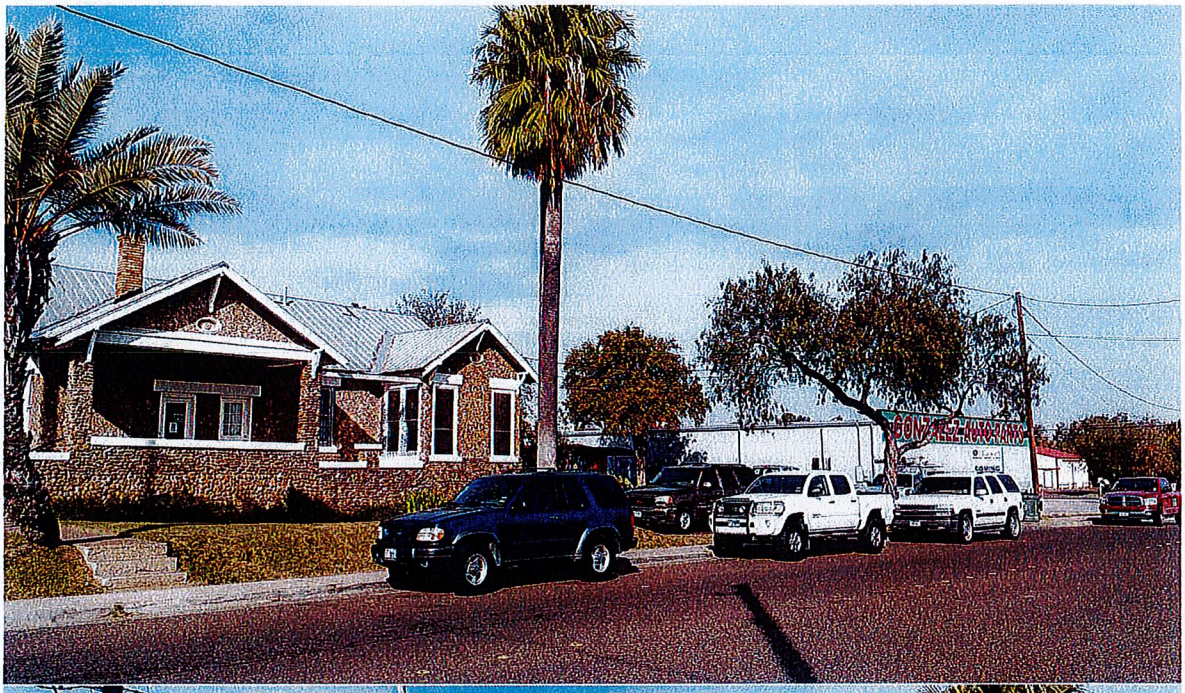


ZC – 14 – 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



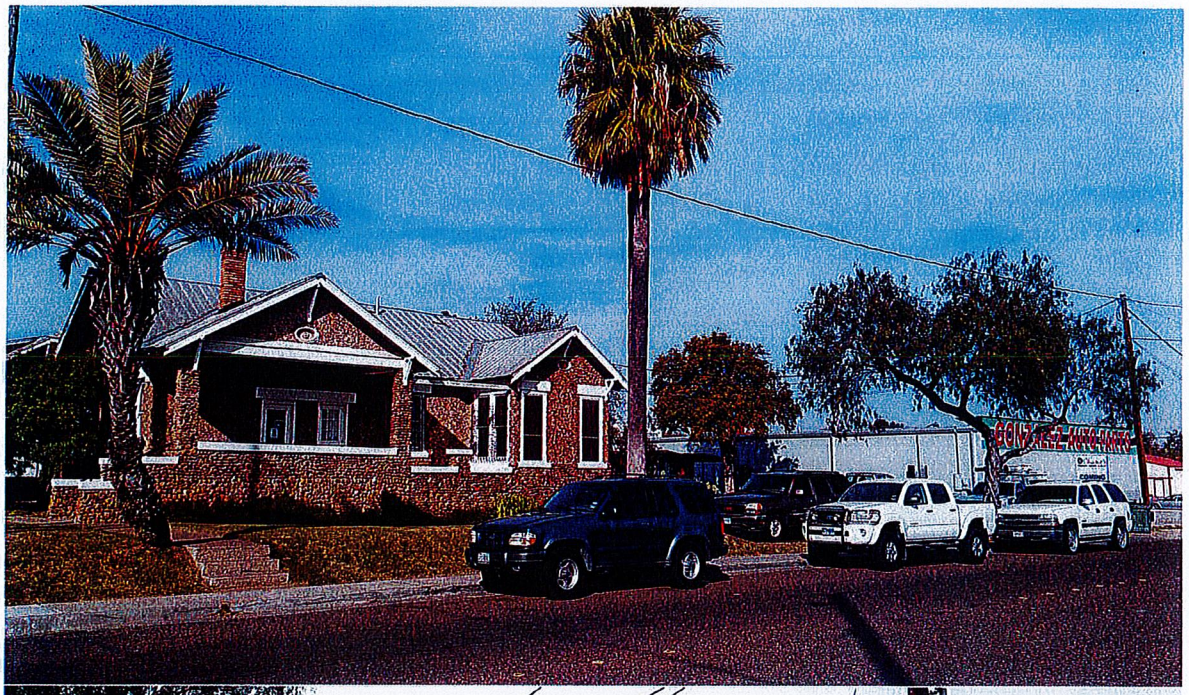


ZC – 14 – 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)





ZC – 14 – 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)





Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Donaciano Aldrete III, applicant, Richard & Jacqueline Geissler, owners

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-015 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: III – The Honorable Alejandro "Alex" Perez, Jr.

Proposed use: Restaurant selling alcohol

Site: Law Offices and Alpha Sure Insurance

Surrounding land uses: West of the site are Melrose, Guajardo Village and Pizza Hut. To the north are Gonzalez Auto Parts, Dairy Queen, Popeye's, Orlando & Gaby Canizalez Gym, a vacant lot, Church's Chicken and Cash America Pawn. To the east are BS Beauty Salon, Sweet Dreams Child Care, Border Insulation, Heights Plaza and Cantu Interiors. South of the site are Valero, single-family residences, 7B Mesquite Apartments and Subway.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector.

Letters sent to surrounding property owners: 19 In Favor: 1 Opposed: 4

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff is not in support of the proposed SUP due to the limited parking available on the site for the two existing office uses and the proposed restaurant.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Donaciano Aldrete, III and Richard & Jaqueline Geissler, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 1 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, pictures and exhibits

ORDINANCE NO. 2021-O-033

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT (S.U.P.) FOR A RESTAURANT SERVING ALCOHOL ON LOTS 10, 11 & 12, BLOCK 891, EASTERN DIVISION, LOCATED AT 1618 AND 1620 CHIHUAHUA ST. LOT 12, AND WEST 1/2 OF LOT 11, BLOCK 925 EASTERN DIVISION LOCATED AT 1702 CHIHUAHUA ST. TO BE USED FOR ADDITIONAL PARKING ONLY.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the issuance of a Special Use Permit (S.U.P.) has been requested by the owner of Lots 10, 11 & 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua St. Lot 12, and West 1/2 of Lot 11, Block 925 Eastern Division located at 1702 Chihuahua St. to be used for additional parking only; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 17, 2020; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of a Special Use Permit (S.U.P.),

WHEREAS, notice of the issuance of a Special Use Permit (S.U.P.) request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 19, 2021, on the request and finds the issuance of a Special Use Permit (S.U.P.) appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant serving alcohol on Lots 10, 11 & 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua St. Lot 12, and West 1/2 of Lot 11, Block 925 Eastern Division located at 1702 Chihuahua St. to be used for additional parking only.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Richard Geissler, owner/Eduardo& Ana Cecilia Medina, applicants. for a restaurant and to sell alcohol and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B" (a restaurant with limited menu that will be paired with domestic and craft beers) which is made part hereof for all purposes and, with hours of operation from Monday through Sunday from 6:00 p.m. through 12:00 a.m.
4. The Special Use Permit is limited to Lots 10, 11, and 12, Block 891, Eastern Division only. The Special Use Permit does not extend to Lot 12 and the West 1/2 of Lot 11, Block 925 Eastern Division, located at 1702 Chihuahua St., which is only to be used for parking for this establishment.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
8. Outdoor ambient music and speakers are allowed but, there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on property adjoining the subject property.
9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods (if applicable).
16. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.

17. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.
18. Must provide a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Ise Permit authorized by this ordinance shall revoke pursuant to the Laredo Land Development Code, Section 24.93.12 entitled "Enforcement and Revocation of Special Use Permits", according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury finds the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder

written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal noncompliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4.) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5.) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6.) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 1st DAY OF February, 2021.

PETE SAENZ
MAYOR

ATTEST:

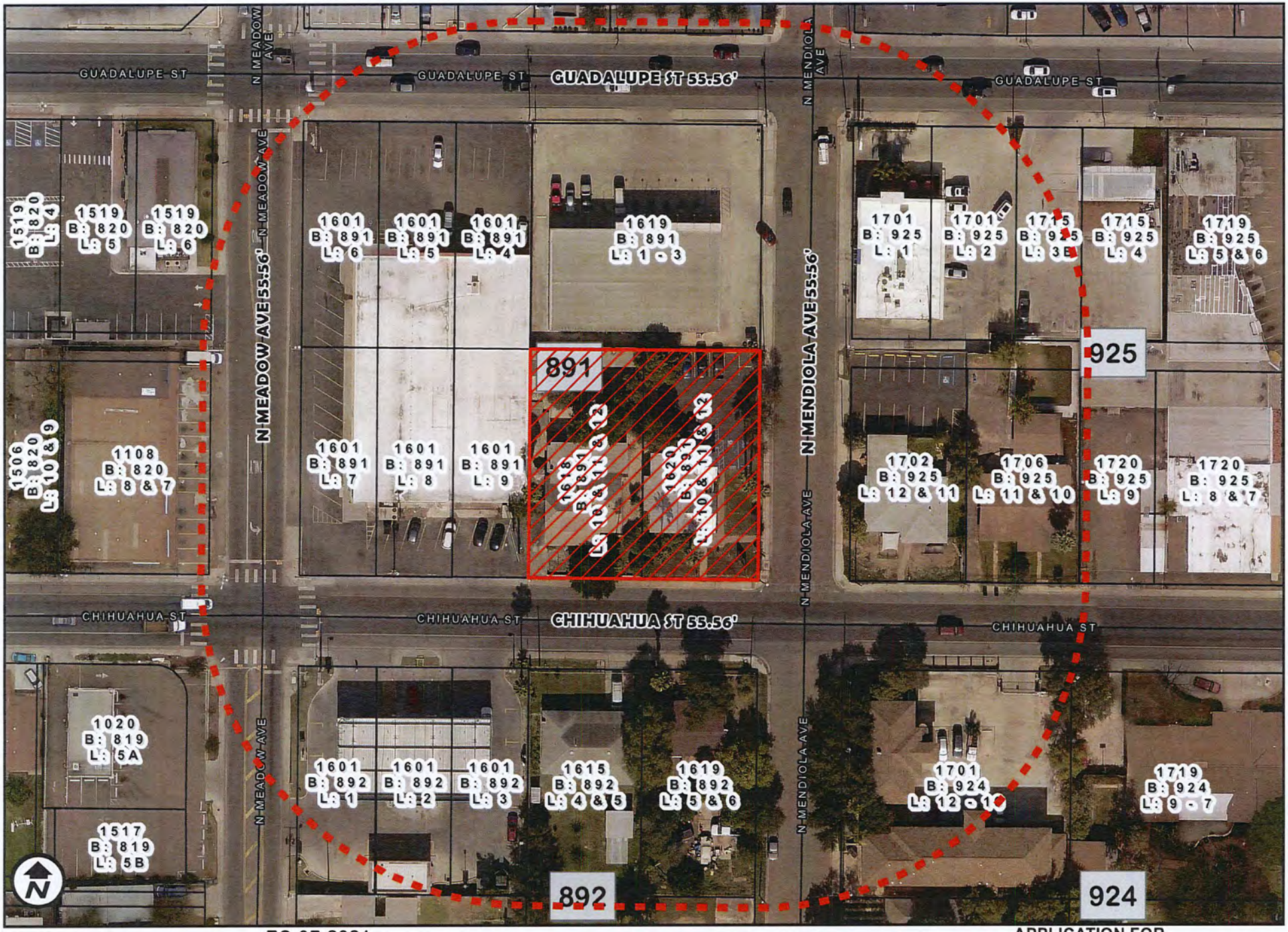
JOSE A. VALDEZ, JR.
CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:



RENE C. BENAVIDES
CITY ATTORNEY

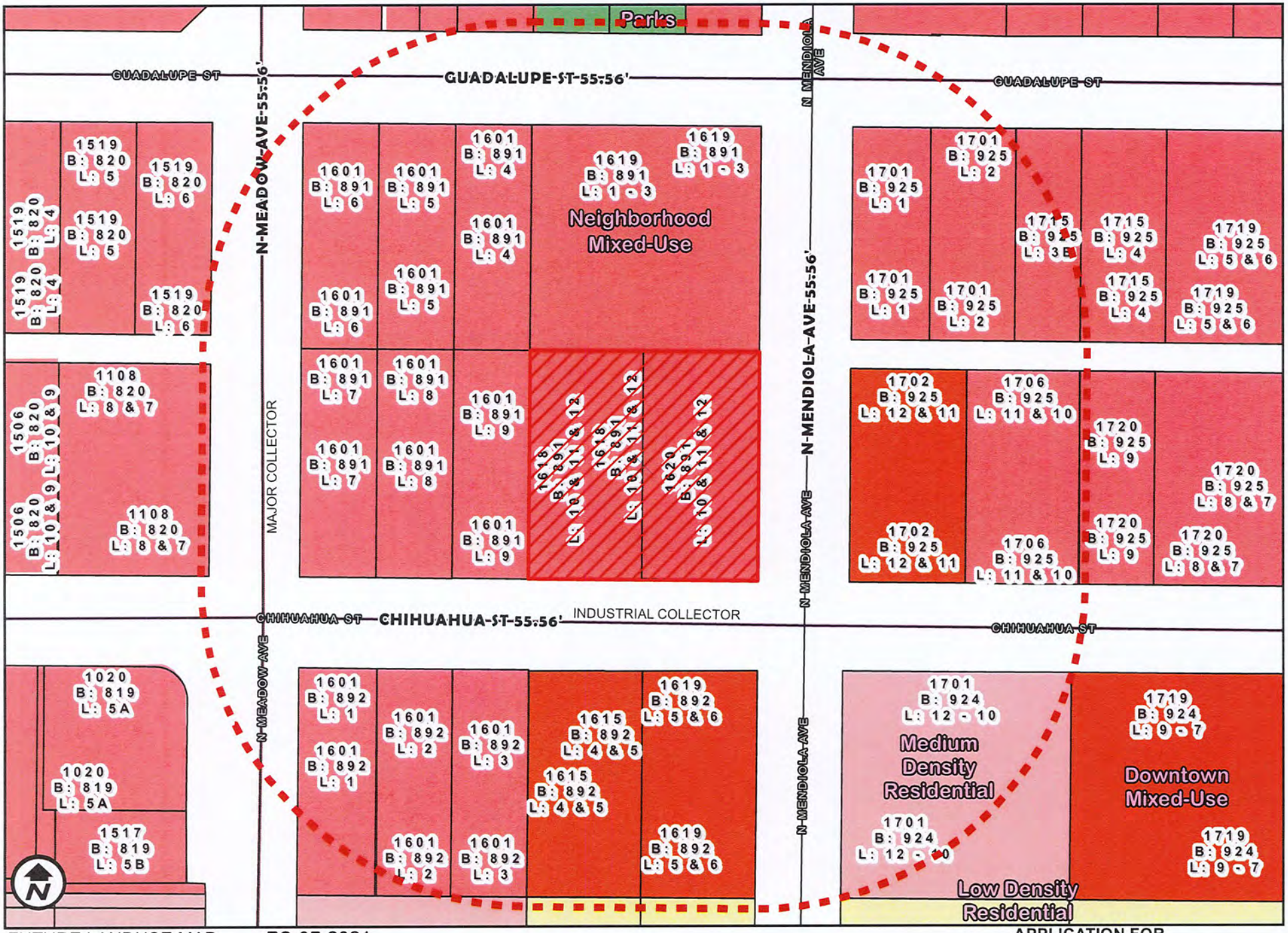


AERIAL MAP
1 inch = 75 feet

ZC-07-2021
COUNCIL DISTRICT 3
1618 & 1620 CHIHUAHUA

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
S.U.P.

ZONING OVERVIEW
1 inch = 150 feet
ZC-07-2021
COUNCIL DISTRICT 3
1618 & 1620 CHIHUAHUA
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
S.U.P.
N
N-BUENA-VISTA-AVE-55:56'
N-TAPEVSTE-AVE-55:56'
N-MENDIOLA-AVE-55:56'
N-MEADOW-AVE-55:56'
N-SEYMOUR-AVE-55:56'
GUADALUPE-ST-55:56'
CHIHUAHUA-ST-55:56'
ROSARIO-ST-55:56'
N BUENA VISTA AVE
N TAPEVSTE AVE
N MENDIOLA AVE
N MEADOW AVE
N SEYMOUR AVE
GUADALUPE ST
CHIHUAHUA ST
ROSARIO ST
R-0
R-1
R-2
B-1
B-3



FUTURE LANDUSE MAP ZC-07-2021

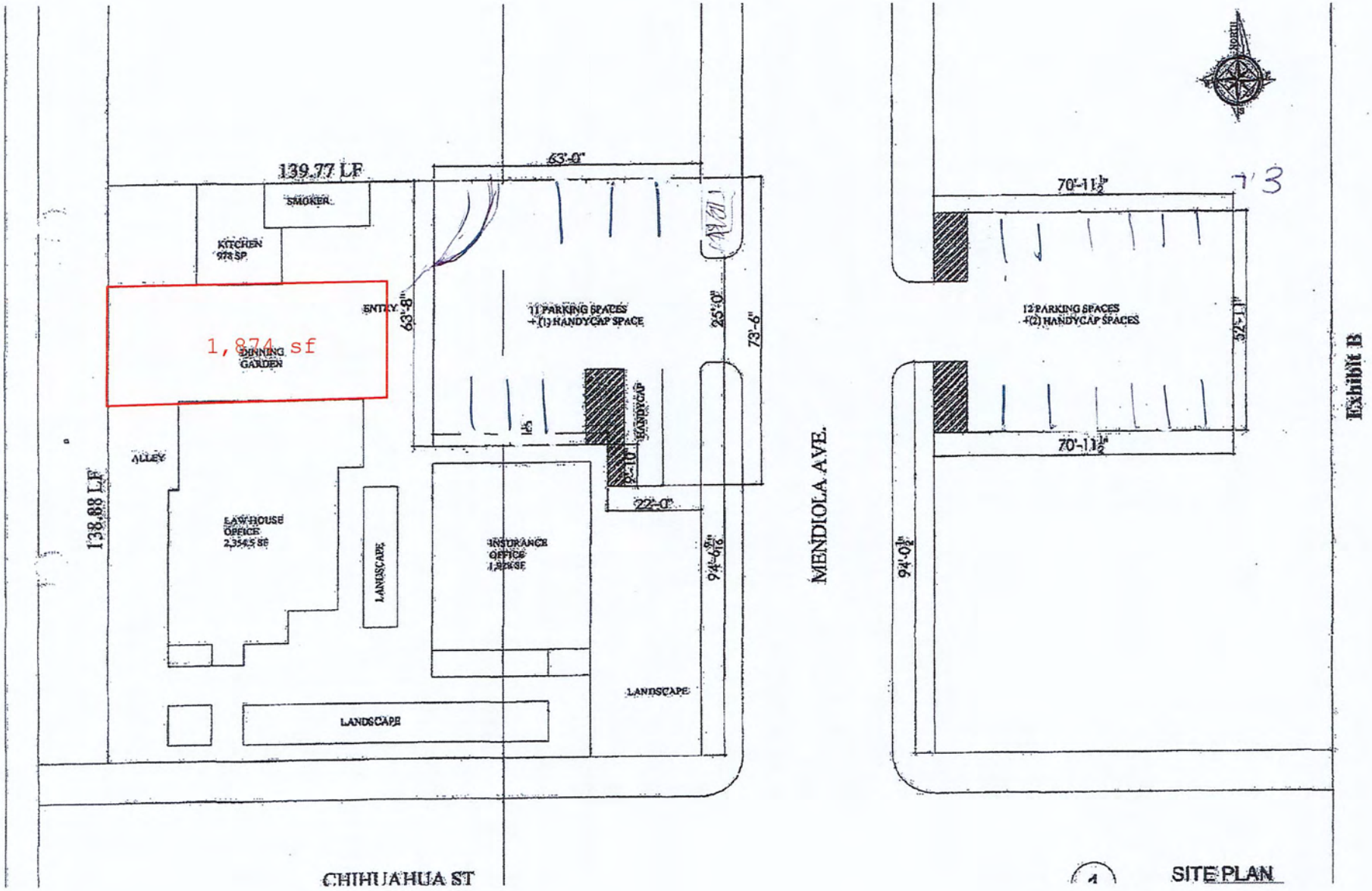
1 inch = 75 feet COUNCIL DISTRICT 3

1618 & 1620 CHIHUAHUA

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

S.U.P.


139.77 LF
63'-0"
SMOKER
KITCHEN
978 SF
1,874 sf
DINNING
GARDEN
ENTRY
63'-8"
11 PARKING SPACES
+(1) HANDYCAP SPACE
25'-0"
73'-6"
HANDYCAP
2'-10"
22'-0"
ALLEY
138.88 LF
LAW HOUSE
OFFICE
2,354.5 SF
LANDSCAPE
INSURANCE
OFFICE
1,826 SF
94'-5 5/16"
LANDSCAPE
LANDSCAPE
CHIHUAHUA ST
MENDIOLA AVE.
NORTH
70'-11 1/2"
12 PARKING SPACES
+(2) HANDYCAP SPACES
52'-1"
70'-11 1/2"
94'-0 1/2"
SITE PLAN
Exhibit B

Laredo Tx, October 27, 2020

To whom this may concern,

Reference: Special Use Permit for 1618 Chihuahua St.

We as La Luanda, owners Eduardo & Ana Cecilia Medina, are applying for a beer and wine license for our business located at 1618 Chihuahua St. (rear) Laredo Texas ,78043.
We plan is to operate a small restaurant with a limited menu that be paired with domestic and craft beers. We will start with two associates to serve our customer and adjust as needed.

The Hours of operation will be Monday thru Sunday from 6p.m to 12 a.m. Since, we will be operating after the others businesses closing hours we will benefit to full use of all parking available to the location. We will take advantage of the patio since it is an outdoors setting to provide outdoors activities such as live music and art performances.

If you may have any questions, we can be reached at 956-236-3230.

Thank you.



City Council-Regular
Meeting Date: 02/01/2021
Initiated By: James Kirby Snideman, Planning & Zoning Director
Initiated By: Richard Geissler, Owner / Eduardo&Ana Cecilia Medina, Applicant.
Staff Source: James Kirby Snideman, AICP, Director of Planning

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SUBJECT

2021-O-033 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit (S.U.P.) for a restaurant serving alcohol on Lots 10, 11 & 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua St. Lot 12, and West 1/2 of Lot 11, Block 925 Eastern Division located at 1702 Chihuahua St. to be used for additional parking only.

ZC-007-2021
District III

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte Martinez at the regular City Council meeting of January 19, 2021.

BACKGROUND

Council District: III - The Honorable Mercurio Martinez, III

Proposed use: Restaurant serving alcohol.

Site: A commercial structure and parking lot.

Surrounding land uses: West of the site are Melrose Department Store, Guajardo Village East, Liberty Income Tax Service, Regional Loans, Maribella's Unisex Salon & Nails, Reliable Finance, and Pizza Hut. To the north are Gonzalez Auto Parts, Popeye's restaurant, Orlando & Gaby Canizalez Boxing Gym, Church's Chicken and Cash America Pawn Shop. To the east are Height's Plaza, Lobo Wireless, South Laredo Mail Center, Carpet World, Tatoo, First Capital Finance and, Cantu Interiors. South of the site are Texas Providence Care, Valero convenience store, single-family residences, 7B Mesquite Apartments and Subway.

Comprehensive Plan: The Future Land Use Map identifies this tract as Neighborhood Mixed-Use.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua St. as Industrial Collector. The Plan does not identify Mendiola St.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 19
In Favor: 0
Opposed: 1

STAFF COMMENTS:

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. This property is currently zoned B-1 (Limited Business District).

Staff supports the issuance of the proposed Special Use Permit at this location.

Should the Commission recommends approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Richard Geissler, owner/Eduardo& Ana Cecilia Medina, applicants. for a restaurant and to sell alcohol and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B" (a restaurant with limited menu that will be paired with domestic and craft beers) which is made part hereof for all purposes and, with hours of operation from Monday through Sunday from 6:00 p.m. through 12:00 a.m.
4. The Special Use Permit is limited to Lots 10, 11, and 12, Block 891, Eastern Division only. The Special Use Permit does not extend to Lot 12 and the West 1/2 of Lot 11, Block 925 Eastern Division, located at 1702 Chihuahua St., which is only to be used for parking for this establishment.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
8. Outdoor ambient music and speakers are allowed but, there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on property adjoining the subject property.
9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods (if applicable).
16. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.
18. Must provide a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

COMMITTEE RECOMMENDATION

P&Z RECOMMENDATION:
The P & Z Commission, in a 8 to 0 vote, recommended approval of the Special Use Permit

STAFF RECOMMENDATION

Staff supports the proposed Special Use Permit.

IMPACT ANALYSIS

S.U.P. (Special Use Permit) A Special Use Permit (S.U.P.) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Is this change contrary to the established land use pattern?
No.

Would this change create an isolated zoning district unrelated to surrounding districts?
No.

Will change adversely influence living conditions in the neighborhood?
Yes. Overflow parking may spill into residential areas.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. A Special Use Permit is required for a Restaurant serving alcohol.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Ordinance
Aerial Map
Zoning Overview Map
Future Land Use Map
Exhibit "A" - Site Plan
Exhibit "B" - Narrative

ORDINANCE NO. 2021-O-033

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT (S.U.P.) FOR A RESTAURANT SERVING ALCOHOL ON LOTS 10, 11 & 12, BLOCK 891, EASTERN DIVISION, LOCATED AT 1618 AND 1620 CHIHUAHUA ST. LOT 12, AND WEST 1/2 OF LOT 11, BLOCK 925 EASTERN DIVISION LOCATED AT 1702 CHIHUAHUA ST. TO BE USED FOR ADDITIONAL PARKING ONLY.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-02

ORDINANCE 2021-O-025

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE SECTION 24.77.1 TO ADJUST THE SETBACK REQUIREMENTS IN RESIDENTIAL ZONES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION

ORDINANCE NO. 2021-O-035

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 8 & LOT 9, BLOCK 470, EASTERN DIVISION, LOCATED AT 316 & 318 E. BUSTAMANTE ST., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-04

ORDINANCE NO. 2021-O-039

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 7, BLOCK 1, HILLTOP SUBDIVISION, PHASE I, LOCATED AT

Air three guys are competitive," Middleton said. "They all want to win."

The three-game series should provide good insight on whether TAMIU has what it takes to contend for the Lone Star Conference tournament this season. In the preseason poll, the Falcons were selected to finish 10th in the league while the Dustdevils were picked 12th.

"(UTPB) IS always going to be tough, especially at home," Middleton said. "I know they have a couple returning hitters from last year that performed well for them. UTPB is going to be tough. They are always going to be a challenge."

UTPB returns players such as Garret Thornton, Jonathan Bermudez and Nick Hernandez, all who batted .297 or higher in 2020. The Falcons also return pitchers Trever Berg and Tyler Stone, both who have worked hard to get to this point and didn't cut corners," Middleton said.

Friday marks the first time in almost a year in which the Dustdevils will have taken the diamond. However, it also stamps the start of their journey of hopefully making the conference tournament this year, which is their main objective this season. Because come league tournament time, anything can happen. And TAMIU wants to be a part of that.

"We want to be in the conference tournament," Middleton said. "So, to do that, we need to start off on the right foot. That's the goal. We want to be in the top eight so we can make the conference tournament, where anything can happen."

And a series win over UTPB will be a solid first step in potentially achieving its goal.

the region.

The Dustdevils received 124 points in their third-place selection as they prepare to top what was a historic 2019 season.

In 2019, the Dustdevils not only made it to the LSC Tournament semifinal but also clinched the first NCAA Division II Tournament berth in program history.

Defending LSC Tournament Champion Midwestern State (171 points, 13 of 20 first-place votes), took the nod as preseason favorite while defending LSC regular-season champion St. Mary's (157 points and the remaining seven first-place votes) was selected to second.

Behind TAMIU rounding out the top five are West Texas A&M (122 points) and Lubbock Christian (113 points).

Closing out the poll in spots six through nine are UT Tyler (71 points), UT Permian Basin (56 points), Oklahoma Christian (45 points) and DBU (41 points).

The spring 2021 conference season begins Feb. 16 with nine teams competing in an eight-game single-round robin schedule.

The single-elimination LSC Championship will feature the top four teams based on conference points. The tournament begins with the semifinals on April 10 and the championship on April 12.

COLLEGE BASKETBALL (WOMEN'S)
6 p.m.
PAC-12N: Arizona at Oregon State
8 p.m.
PAC-12N: Colorado at Stanford

COLLEGE GYMNASTICS
6 p.m.
SECN: Louisiana State at Auburn

COLLEGE HOCKEY
3:30 p.m.
BTN: Notre Dame at Ohio State

COLLEGE LACROSSE
2 p.m.
ACCN: Denver at Duke

COLLEGE VOLLEYBALL
Noon
SECN: Alabama at Mississippi
4 p.m.
6 p.m.
NBCSN: FIS: Alpine Skiing World Cup, Garmisch-partenkirchen, Germany (taped)
7:30 p.m.
NBCSN: FIS: Freestyle Skiing World Cup, Mammoth Lakes, Cal (taped)

TENNIS
6 p.m.
TENNIS: ATP Cup: Day 5 Finals, Murray River Open, Great Ocean Road Open & Grampians Trophy
Semifinals, Gippsland Trophy & Yarra Valley Classic Finals
5 a.m. (Saturday)
TENNIS: ATP Cup: Day 5 Finals, Murray River Open, Great Ocean Road Open & Grampians Trophy
Semifinals, Gippsland Trophy & Yarra Valley Classic Finals


ZC-038-2024
ATTENTION
PROPOSED (Restaurant serving Alcohol)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOTS 10, 11, AND 12, BLOCK 891, EASTERN DIVISION, LOCATED AT 1618 AND 1620 CHIHUAHUA STREET (3,399 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 10, 11, and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street (3,399 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 20, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 10, 11, and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street (3,399 square feet).

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Marc Solis/LowPoint Barbecue and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,399 square feet as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Thursday to Saturday, 11:00 a.m. to 12:00 a.m. (midnight) and Sunday, 11:00 a.m. to 5 p.m.
4. The Special Use Permit is limited to Lots 10, 11, and 12, Block 891, Eastern Division.
5. No required parking areas can be provided for in a manner that will only be temporary. The business must have an interest (i.e., a lease agreement which shall be renewed or verified on an annual basis as a condition of authorization to continue the business and shall be in effect until the uses cease, title, or legal share) in off-premises parking.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. Outdoor music and speakers are prohibited. There shall be no noise, no music, or no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
14. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
15. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. The restaurant shall undergo an annual Fire Inspection.
17. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit

(annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

18. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
19. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
20. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
21. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
22. Failure to comply (#21 condition) above, shall render the existing SUP null, void and of no force or effect.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;

3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Ordinance 2023-O-062 of the City of Laredo and authorizing to increase the insufficient fund fee to $100.00 plus the per axle toll fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the automatic vehicle identification (A.V.I.) system and if an AVI account has multiple insufficient fund U-turns the company must leave a credit card on file and schedule automatic replenishment of funds as further described in Exhibit “A” and hereby repealing all conflicting sections in all ordinances currently in effect.

PREVIOUS COUNCIL ACTION
On April 3, 2023, City Council approved the final reading amending Section 1 of Ordinance 2023-O-062 of the City of Laredo and authorized to increase the insufficient fund fee to $50.00 plus the $4.75 per axle fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the Automatic Vehicle Identification (A.V.I.) System as further described in Exhibit “A” and hereby repealing all conflicting sections in all ordinances currently in effect.

BACKGROUND
The need to increase the insufficient fund fee for southbound commercial vehicles utilizing the Automatic Vehicle Identification System (A.V.I.) is to continue to avoid a disruption to the flow of traffic.

Currently when a vehicle arrives at the toll booth and the A.V.I. account associated with that vehicle does not have enough funds to cover the toll fee, the vehicle is not allowed to continue into Mexico and advised to turn around and exit the toll facilities.

The average insufficient fund U-turns per month at Colombia Solidarity Bridge are 20 and at the World Trade Bridge are 260.

COMMITTEE RECOMMENDATION
The Port of Entry Advisory Committee has been made aware of this process and unanimously agreed to increase the insufficient fund fee to continue to decrease the U-turn occurrences.

STAFF RECOMMENDATION
Increase the insufficient fund fee to $100.00 plus the per axle toll fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the A.V.I. account and make it mandatory to leave a credit card on file and schedule automatic replenishment of funds for companies with multiple violations.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Fees
Account #:	553-4015-351-1059 & 553-4061-351-1059
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The estimated monthly financial impact if the average U-turns per month continue will be $34,000.00.

INTRODUCTORY ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 1 OF ORDINANCE 2023-O-062 OF THE CITY OF LAREDO AND AUTHORIZING TO INCREASE THE INSUFFICIENT FUND FEE TO $100.00 PLUS THE PER AXLE TOLL FEE FOR SOUTHBOUND COMMERCIAL VEHICLES THAT ARRIVE AT THE TOLL BOOTH WITH INSUFFICIENT FUNDS IN THE AUTOMATIC VEHICLE IDENTIFICATION (A.V.I.) SYSTEM AND IF AN AVI ACCOUNT HAS MULTIPLE INSUFFICIENT FUND U-TURNS COMPANY MUST LEAVE A CREDIT CARD ON FILE AND SCHEDULE AUTOMATIC REPLENISHMENT OF FUNDS AS FURTHER DESCRIBED IN EXHIBIT "A" AND HEREBY REPEALING ALL CONFLICTING SECTIONS IN ALL ORDINANCES CURRENTLY IN EFFECT.

WHEREAS, on April 3, 2023, City Council approved the final reading amending Section 1 of Ordinance 2023-O-062 of the City of Laredo and authorized to increase the insufficient fund fee to $50.00 plus the $4.75 per axle fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the Automatic Vehicle Identification (A.V.I.) System as further described in Exhibit "A" and hereby repealing all conflicting sections in all ordinances currently in effect; and

WHEREAS, the need to increase the insufficient fund fee for southbound commercial vehicles utilizing the Automatic Vehicle Identification System (A.V.I.) is to continue to avoid a disruption to the flow of traffic; and

WHEREAS, currently when a vehicle arrives at the toll booth and the A.V.I. account associated with that vehicle does not have enough funds to cover the toll fee, the vehicle is not allowed to continue into Mexico and advised to turn around and exit the toll facilities; and

WHEREAS, the average insufficient fund U-Turns per month at Colombia Solidarity Bridge are 20 and at the World Trade Bridge are 260; and

WHEREAS, the Port of Entry Advisory Committee has been made aware of this process and unanimously agreed to increase the insufficient fund fee to continue to decrease the U-Turn occurrences; and

WHEREAS, the estimated monthly financial impact if the average U-Turns per month continue will be $34,000.00; and

WHEREAS, the City Council finds it necessary to apply such insufficient fund fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the A.V.I. account; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That section 1 of ordinance 2023-O-062 of the City of Laredo shall be, and hereby is, amended to read as follows:

That the City Council hereby establishes the rates to be charged for southbound traffic that crosses into Mexico at the City of Laredo International Bridges to be as follows:

1. Pedestrians ……..…… one dollar (1.00)
   (Children under 6 years of age)…… Free
   (Bicycle and rider)…….. one dollar (1.00)

2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System …….. $1.75 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System ….. $1.65 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

4. Commercial Vehicles
   All commercial vehicles ……$4.75 @ Axle

5. Overweights (with permit)
   80,001 lbs – 100,000 lbs …… $50.00
   100,001 lbs – 120,000 lbs …… $75.00
   120,001 lbs – 140,000 lbs ……... $100.00
   140,001 lbs – 160,000 lbs …….. $125.00
   160,001 lbs – 180,000 lbs …….. $150.00
   180,001 lbs – Over …… $175.00

6. Overweights (Without permit)

	Fee	Penalty Fee	U-Turn Violation Fee
80,001 lbs – 100,000 lbs ……	$ 50.00	+ $500.00	+ $500.00
100,001 lbs – 120,000 lbs ……	$ 75.00	+ $500.00	+ $500.00
120,001 lbs – 140,000 lbs ……..	$100.00	+ $500.00	+ $500.00
140,001 lbs – 160,000 lbs …….	$125.00	+ $500.00	+ $500.00
160,001 lbs – 180,000 lbs …….	$150.00	+ $500.00	+ $500.00
180,001 lbs – Over ……..…….	$175.00	+ $500.00	+ $500.00

All commercial vehicles over 80,000 lbs. must obtain a permit from the Bridge Department of the City of Laredo prior to crossing any Bridge designated by the City of Laredo as a commercial International Bridge (Colombia Solidarity Bridge or World Trade Bridge). Failure to obtain this permit will result in an additional $500.00 penalty fee at time of crossing. Failure to comply with the City of Laredo Bridge System U-Turn procedure at its International Bridges will result in an additional $500.00 U-Turn violation fee. The

entire bridge toll including the penalty fee and the violation fee must be paid prior to allowing any use of the City of Laredo International Bridges.

7. Swipe Card Administrative Fee
   For Southbound Commercial Vehicles …….$1.00@ Swipe Card

8. Sticker Tag Cost
   For Southbound Vehicles utilizing the Automatic Vehicle Identification System (A.V.I.) ……..$15.00 @ Sticker Tag

~~9. Insufficient Fund Fee~~
~~For Southbound Commercial Vehicles……... $50.00 + $4.75 per axle~~

9. Insufficient Fund Fee
   For Southbound Commercial Vehicles……... $100.00 + per axle toll fee

Section 2: All laws and parts of laws in conflict with the provisions of this ordinance shall be, and hereby are, repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective sixty days after passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

LAREDO INTERNATIONAL TOLL BRIDGES
TOLL SCHEDULE SOUTHBOUND ONLY

1. Pedestrians ……..…… one dollar (1.00)
   (Children under 6 years of age)…… Free
   (Bicycle and rider)…….. one dollar (1.00)

2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System …….. $1.75 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System ….. $1.65 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

4. Commercial Vehicles
   All commercial vehicles ……$4.75 @ Axle

5. Overweights (with permit)
   80,001 lbs – 100,000 lbs …… $50.00
   100,001 lbs – 120,000 lbs …… $75.00
   120,001 lbs – 140,000 lbs ……... $100.00
   140,001 lbs – 160,000 lbs …….. $125.00
   160,001 lbs – 180,000 lbs …….. $150.00
   180,001 lbs – Over …… $175.00

Exhibit "A"

6. Overweights (Without permit)	Penalty Fee	U-Turn Violation Fee
80,001 lbs – 100,000 lbs ……	$ 50.00 +	$500.00 + $500.00
100,001 lbs – 120,000 lbs ……	$ 75.00 +	$500.00 + $500.00
120,001 lbs – 140,000 lbs ……..	$100.00 +	$500.00 + $500.00
140,001 lbs – 160,000 lbs …….	$125.00 +	$500.00 + $500.00
160,001 lbs – 180,000 lbs …….	$150.00 +	$500.00 + $500.00
180,001 lbs – Over …….…….	$175.00 +	$500.00 + $500.00

All commercial vehicles over 80,000 lbs. must obtain a permit from the Bridge Department of the City of Laredo prior to crossing any Bridge designated by the City of Laredo as a commercial International Bridge (Colombia Solidarity Bridge or World Trade Bridge). Failure to obtain this permit will result in an additional $500.00 penalty fee at time of crossing. Failure to comply with the City of Laredo Bridge System U-Turn procedure at its International Bridges will result in an additional $500.00 U-Turn violation fee. The entire bridge toll including the penalty fee and the violation fee must be paid prior to allowing any use of the City of Laredo International Bridges.

7. Swipe Card Administrative Fee
   For Southbound Commercial Vehicles …….$1.00@ Swipe Card

8. Sticker Tag Cost
   For Southbound Vehicles utilizing the Automatic Vehicle Identification System (A.V.I.) ……..$15.00 @ Sticker Tag

~~9. Insufficient Fund Fee~~
~~For Southbound Commercial Vehicles ……... $50.00 + $4.75 per axle~~

9. Insufficient Fund Fee
   For Southbound Commercial Vehicles ……... $100.00 + per axle toll fee

Exhibit "A"

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Section 24.69.7-B -4(B) of The City of Laredo Land Development Code, provisions for Flood Hazard Reduction by clarifying the requirements for Specific Standards for manufactured homes; providing or publication and effective date.

PREVIOUS COUNCIL ACTION

On June 3, 2019, the City Council approved Ordinance 2019-O-087

BACKGROUND
The Land Development Code currently provides standards and requirements regarding Flood Plan development. The amendments proposed herein provide for the orderly and healthful development of the City of Laredo. The amendments of said standards and requirements have been deemed necessary and appropriate. The Building Development Services Department met with LAN Engineering firm, hired by the City of Laredo, to audit the city's ordinance for Flood Plain requirements for specific manufactured homes and changes were recommended accordingly.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION

Staff recommends that the City Council approve this ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
NA

ORDINANCE NO. 2024-0-XXX

PUBLIC HEARING & INTRODUCTORY ORDINANCE AMENDING SECTION 24.69.7-B-4(b) OF THE CITY OF LAREDO LAND DEVELOPMENT CODE, PROVISIONS FOR FLOOD HAZARD REDUCTION BY CLARIFYING THE REQUIREMENTS SPECIFIC STANDARDS FOR MANUFACTURED HOMES; PROVIDING FOR PUBLICATIONANDEFFECTIVE DATE.

WHEREAS, the Laredo Land Development Code currently provides standards and requirements regarding Flood Plan development and,

WHEREAS, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo and,

WHEREAS, the amendments of said standards and requirements have been deemed necessary and appropriate, and

WHEREAS, the Building Development Services Department met with LAN Engineering firm, hired by the City of Laredo, to audit the city's ordinance for Flood Plain requirements for specific manufactured homes and changes were recommended accordingly.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Section 24.69 of the Laredo Land Development Code is hereby is amended as follows:

SECTION 24.69.1 STATUTORYAUTHORIZATION

The Legislature of the State of Texas has the Flood Control Insurance Act. Texas Water Code. Section 16.315. delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Laredo. Texas does ordain as follows:

SECTION 24.69.2. FINDINGS OF FACT

(1)The flood hazard areas of the City of Laredo are subject to periodic inundation, which results in loss of life and property. Health and safety hazards. Disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief. all of which adversely affect the public health. Safety and general welfare. These flood losses are created by the cumulative effect of obstructions in floodplains, which cause an increase in flood heights and velocities. and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

SECTION 24.69.4-3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions

designed to:

(A) Protect human life and health;

(B) Minimize expenditure of public money for costly flood control projects:

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business interruptions;

(E) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains;

(F) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas and

(G) Ensure that potential buyers are notified that the property is in a flood area.

SECTION 24.69 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

(A) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood or cause excessive increases in flood heights or velocities;

(B) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(C) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(D) Control filling, grading, dredging, and other development which may increase flood damage;

(E) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION 24.69.5 GENERALPROVISIONS

A. Lands to which this ordinance applies

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of The City of Laredo.

B. Basis for Establishing the Areas of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Webb County Texas and Incorporated Areas," dated April 2, 2008 (which included Community Number 480651 and index panel numbers: 48479C0975C, 1000C, 1015C, 1020C, 1030C, 1040C, 1045C, 1185C, 1195C, 1205C, 1210C,1215C, 1220C, 1360C, 1380C, 1385C, 1390C, 1405C, 1535C, 1555C), with accompanying Flood Insurance Rate Maps and/or Flood Boundary -Floodway Maps (FIRM and/or FBFM) dated April 2, 2008, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

C. Establishment of Development Permit

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance and is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate map enumerated in Section 24.69.3 (B), without a valid floodplain development permit.

D. Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

E. Abrogation and Greater Restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

F. Interpretation

In the interpretation and application of this ordinance, all provisions shall be (1) considered as minimum requirements, (2) liberally construed in favor of the governing body, and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

G. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION 24.69.4 ADMINISTRATION

A. Designation of the Floodplain Administrator

The Building Director is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

B. Duties & Responsibilities of the Floodplain Administrator

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the

following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve, or deny all applications for development permits required by the adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities, the State Coordinating Agency, which is the Texas Water Development Board {TWDB), *and the Texas Commission on Environmental Quality (TCEQ)*, prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Section 24.69.3, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source in order to administer the provisions of Section 24.69.5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development {including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

C. Permit Procedure

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (about mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed certificate from a registered professional engineer or architect that the non-residential floodproofed

structure shall meet the floodproofing criteria of Section 24.69 (2);

(c) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Section 24.69.4 (B)(1);

(f) An elevation certificate shall be required before pouring the foundation for any new or substantially improved structure.

(g) A $200.00 application fee shall accompany all applications for a floodplain development permit.

(h) Floodplain verification letter requests shall incur a fee of $25.00.

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

(g) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity for the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(3) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted to demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. Suppose buildable lots are proposed adjacent to the altered watercourse and fall within the existing floodplain. In that case, the applicant must submit any maps, computations, or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in Section 24.69.2 when notified by the Local Administrator and must pay any fees or other costs assessed by FEMA for this purpose.

D. Variance Procedures

(1) The Board of Adjustment shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Board shall hear and render judgment on an appeal only when it is alleged that the Floodplain Administrator erred in any requirement, decision, or determination made in enforcing or administering this ordinance.

(3) Any person or persons aggrieved by the decision of the Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be

erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in C (2) of this Section have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Section 24.69.1).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the structure's historic character and design.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon:

(i) showing a good and sufficient cause;

(ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant and

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(i) the criteria outlined in Section 24.69.4 (D) (1)-(9) are met, and

(ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION 24.69.7 PROVISIONS FOR FLOOD HAZARD REDUCTION

A. General Standards

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed (example: flood proofing) and/or located (example: elevated *18 inches (or more)* above the BFE) so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. Specific Standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Section 24.69.3 B, (ii) Section 24.69.4 B (8), or (iii) Section 24.69.5 C (3), the following provisions are required:

(1) Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), together with attendant utilities (for example, junction boxes, breaker boxes, electrical outlets, switches, plugs, HVAC systems, *ale* ductwork, hot water heaters or any non-structural system which when inundated with water would make the structure uninhabitable), elevated 18 inches (or more) above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection, as proposed in Section 24.69.4 C (1) a., is satisfied.

(2) Nonresidential Construction - new construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement), together with attendant utilities (for example, junction boxes, breaker boxes, electrical outlets, switches, plugs, HVAC systems, *ale* ductwork, hot water heaters or any non-structural system which when inundated with water would make the structure uninhabitable), elevated 18 inches (or more) above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level} to which such structures are floodproofed, shall be maintained by the Floodplain Administrator.

(3) Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in a location other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) At least two openings on separate walls with a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit floodwaters' automatic entry and exit.

(4) Manufactured Homes

(a) All manufactured homes must be placed within Zone A on a community's FHBM or FIRM and shall be installed using methods and practices that minimize flood damage. For this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Anchoring methods may include but are not limited to using over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites

(i) outside of a manufactured home park or subdivision,

(ii) in a new manufactured home park or subdivision,

(iii) in an expansion to an existing manufactured home park or subdivision, or

(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, the home must be elevated on a permanent foundation such that the lowest floor of the home is elevated 18 inches (or more) above the base flood elevation and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is 18 inches (or more) above the base flood elevation, [~~or~~] *and*

(ii) the manufactured home chassis is *properly* supported [~~by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade~~] and *to* be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 24.69.4 C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system. It is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

C. Standards for Subdivision Proposals

(1) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with Sections 24.69.1 B and C and Section 24.69.2 of this ordinance.

(2) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet Floodplain Development Permit requirements of Section 24.69.3 C, Section 24.69.4 C, and the provisions of Section 24.69.5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 24.69.3 B or Section 24.69.4 B (8) of this ordinance.

(4) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electric, and water systems located and constructed to minimize or eliminate flood damage.

D. Standards for Areas of Shallow Flooding (AO/AH Zones)

Located within the areas of special flood hazard established in Section 24.69.3 B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated 18 inches (or more) above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 3 feet if no depth number is specified).

(2) All new construction and substantial improvements of non-residential structures:

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 3 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of D herein, as proposed in Section 24.69.4 C are satisfied

(4) Adequate drainage paths around slope structures are required within Zones AH or AO to guide floodwaters around and away from proposed structures.

SECTION E - FLOODWAYS

Floodways - located within areas of special flood hazard established in Section 24.69.3 B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters, which carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway, unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Section 24.69.5 E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 24.69.5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

SECTION F - SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION G - PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500 for each violation and, in addition, shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent The City of Laredo from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective sixty days (60) after passage of this ordinance.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS__DAY OF_____2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending Chapter 18, Article V of the City of Laredo Code of Ordinances to change the title of Article V to “Certificates of Occupancy” and Establish Requirements and Fees for Certificates of Occupancy Application Fee of $100.00 for a business under 2,000 square feet or $200.00 for a business over 2,001 square feet, change of name fee on an existing business will be $50.00. Temporary Certificate of Occupancy Fee will be $200.00. All application fees are non-refundable and due upon submission of the application. Copies of the Certificate of Occupancy will have a fee of $20.00 each; providing that this Ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; providing for a penalty; providing for publication; and declaring an effective date.

PREVIOUS COUNCIL ACTION
On September 8, 2020 City Council approved Ordinance 2020-O-108.

BACKGROUND
Chapter 18, Article V of the Laredo Code of Ordinances regulates and requires all businesses to have a certificate of occupancy in order to conduct business within the City of Laredo. The City Council is concerned about businesses in the City of Laredo conducting business that is in violation of City of Laredo ordinances. The City is expressly authorized to regulate business establishments and require a certificate of occupancy by virtue of being a home rule municipality. The proposed amendment provides for the purpose of promoting the health, safety, morals, and general welfare of the City and its residents to adopt and enforce procedures for revoking certificates of occupancy procedures.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
Staff recommends that the City Council approve this ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
NA

INTRODUCTORY ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 18, ARTICLE V OF THE CITY OF LAREDO CODE OF ORDINANCES TO CHANGE THE TITLE OF ARTICLE V TO "CERTIFICATES OF OCCUPANCY" AND ESTABLISH REQUIREMENTS AND FEES FOR CERTIFICATES OF OCCUPANCY APPLICATION FEE OF $100.00 FOR A BUSINESS UNDER 2,000 SQUARE FEET OR $200.00 FOR A BUSINESS OVER 2,001 SQUARE FEET, CHANGE OF NAME FEE ON AN EXISTING BUSINESS WILL BE $50.00. TEMPORARY CERTIFICATE OF OCCUPANCY FEE WILL BE $200.00. ALL APPLICATION FEES ARE NON-REFUNDABLE AND DUE UPON SUBMISSION OF THE APPLICATION. COPIES OF THE CERTIFICATE OF OCCUPANCY WILL HAVE A FEE OF $20.00 EACH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo Code of Ordinances regulates and requires all businesses to have a certificate of occupancy to conduct business within the City of Laredo; and

WHEREAS, the City Council is concerned about businesses in the City of Laredo conducting business that is in violation of City of Laredo ordinances; and

WHEREAS, the City is expressly authorized to regulate business establishments and require a certificate of occupancy by virtue of being a home rule municipality; and

WHEREAS, the City Council deems it necessary, for the purpose of promoting the health, safety, morals, and general welfare of the City and its residents to adopt and enforce procedures for revoking certificates of occupancy; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The City of Laredo Code of Ordinances Chapter 18, Article V is hereby amended as follows:

ARTICLE V. – *CERTIFICATE OF OCCUPANCY.*

Sec. 18-20. Definitions.
As used in this article, the following definitions shall apply:
Business shall mean the purchase or sale of goods *or* ~~and~~ services for a profit.

Sec. 18-21. ~~Registration requirements~~ *Certificates of occupancy required.*

(a) A certificate of occupancy is required for all businesses within the city limits. No building or structure shall be used or occupied, and no change in the existing use or occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein. Every ~~new~~ business in the City of Laredo is required to ~~fill~~ *submit* an application that shall contain the following information:

(1) The name of the business and the business owner;

(2) The address of the business and the address of the owner;

(3) The business telephone number, ~~and~~ the cell phone number, *and email address* of the owner ~~or~~ *and* manager;

(4) Type of business and/or primary business operation;

(5) Legal description of the business site *with a floor plan to scale*;

(6) A completed preliminary questionnaire

(7) Signature of applicant indicating all information submitted is correct.

(b) An applicant must provide any required information to the Building Development Services Department within thirty (30) days of submitting the application for a certificate of occupancy. If the applicant fails to provide any required information to the Department within thirty (30) days, the application will be cancelled and the applicant will need to restart the application process.

(c) A certificate of occupancy is not transferrable. Any transfer of ownership or control in the building or in the business voids the existing certificate of occupancy and requires a new certificate of occupancy prior to the operation of the business.

Sec. 18-22. ~~Permit~~ *Certificate of occupancy application* approvals required.

Every ~~new~~ business *applying for a certificate of occupancy* must have approval from the following departments and/or divisions within the departments:

Building development services department's zoning division, building division, ~~and~~ right-of-way division and environmental engineer must review and approve.

The planning department's historic preservation division must review and approve.

The health department must review and approve.

The fire department must review *and approve* for ~~all fire code~~ compliance *with all fire codes*.

After all departments have approved the application, a certificate of occupancy must be issued before the business can open.

Sec. 18-23. ~~Application fee~~ *Fees*.

The ~~application~~ *applicant* shall pay an application fee of ~~fifty dollars ($50.00)~~ *one hundred dollars ($100.00) for a business under two thousand (2,000) square feet or two hundred dollars ($200.00) for a business over two thousand and one (2,001) square feet*. The fee for a change of name on an existing business will be fifty dollars ($50.00). *The fee for a temporary certificate of occupancy will be two hundred dollars ($200.00). All application fees are non-refundable and due upon submission of the application. Copies of the certificate of occupancy can be obtained for a fee of twenty dollars ($20.00) each.*

Sec. 18-24. Issuance of ~~permit.~~ *certificate of occupancy.*

~~The building development services director or his designee will issue an applicant, after comply[ing] with all the requirements of section 18-22, a certificate of occupancy.~~ *After satisfactory completion of the reviews and approvals required by section 18-22, remediation of any deficiencies and payment of the applicable fees, the building development services director, the building official or their designee shall issue a certificate of occupancy. Issuance of a certificate of occupancy does not constitute a waiver of any requirements which may be listed in the city's adopted codes or ordinances.*

The Certificate of Occupancy must be prominently displayed within the business.

Section 18-25. Automatic termination of Certificate of occupancy.

The following occurrences shall cause automatic termination of a certificate of occupancy:

a) A change in the ownership of the building or the business for which the certificate of occupancy was issued;
b) A change in the name of the business to whom the certificate of occupancy was issued;
c) A change in the type of business being conducted;
d) A change in the use of the structure; or
e) A change in the site plan.

Upon automatic termination of a certificate of occupancy for any reason, a new certificate of occupancy must be obtained pursuant to the terms and requirements of this chapter and all applicable City of Laredo Codes and Ordinances.

Sec. 18-*26*~~25~~. Enforcement*, suspension* and revocation of certificate of occupancy.

This chapter shall be enforced by t~~T~~he duly constituted authorities of the city, including the building development services department and others having the duty of enforcing the ordinances of the city.

Suspension. The city manager or his designee shall suspend a certificate of occupancy for a period not to exceed thirty (30) days if he determines that a certificate holder has:
(a) Violated or is not in compliance with any of the provisions of this ordinance; or
(b) Refused to allow or interfered with an inspection of the premises.

Revocation for continuing violations. The city manager or his designee shall revoke a certificate of occupancy if a cause for suspension occurs and the certificate of occupancy has been previously suspended with the preceding twelve (12) months.

The following shall apply to the revocation of a certificate of occupancy:
(a) The city manager's authorized representative shall revoke a certificate of occupancy if it is determined that:
(1) The certificate of occupancy is issued in error;
(2) The certificate of occupancy is issued on the basis of false, *misleading,* incomplete, or incorrect information supplied;
(3) A use or occupancy is being operated in a manner that ~~is~~ *creates* a substantial danger of injury or an adverse health impact to any person or property*, or* ~~and~~ is in violation any provision of the *City of Laredo* Code of Ordinances, the City of Laredo Land Developmental Code, ~~any provisions of any City of Laredo ordinances~~, *any laws* ~~rules~~ or regulations ~~or any~~ *of the State of Texas* ~~state~~ or *the* federal *government* ~~laws or regulations~~;
(4) The structure or *any* portion of the structure ~~is~~ *poses* a substantial danger of injury or *creates* an adverse health impact to any person or property ~~that is in violation of any provision of the Code of Ordinances, the City of Laredo Land Developmental Code, any provisions of any City of Laredo ordinances, rides or regulations or any state or federal laws or regulations~~;
(5) A required city, county, state, or federal license, permit, *certificate* or registration to operate the use or occupancy has not been issued, has been revoked, or has expired;
(b) Certificate of occupancy holders will be notified in writing by certified mail at the ~~last address of record~~ *address listed in their applications* of the date, time, and location of the hearing to determine what action will be taken, if any, based on the alleged violation. Certificate of occupancy holders will be notified in writing *by certified mail at the address listed in their applications* of ~~any~~ *the* decision ~~taken~~ *reached* by the city manager or their designee.
(c) Upon revocation of a certificate of occupancy, the certificate of occupancy holder has the right to appeal the revocation to the city council in writing within ten (10) days *of receipt of the notice of revocation*. The city council or *their* authorized representative shall conduct a hearing to determine if the revocation is appropriate. *Such hearing shall be held within thirty (30) days of the filing of the appeal.* ~~The city council shall within thirty (30) days grant a hearing to consider the action.~~ The city council has authority to sustain, reverse, or modify the *decision of the City Manager's representative* ~~action appealed~~. The decision of the city council is final as to available

administrative remedies and is binding upon all parties. Upon the filing of the decision with the city secretary and the building official, it is the duty of the building official to enforce the decision of the city council.

Sec. 18-*27*~~26~~. Penalty.

(a) Any person who shall knowingly violate any provision of this article shall be deemed guilty of a misdemeanor and shall upon conviction be punished by a fine or not more than five hundred dollars ($500.00). *Each day that a violation of this chapter continues is a separate offense.*

(b) Operation of a business without a valid certificate of occupancy issued in accordance with Section 18-21 may result in closure of the structure or space until the required certificate of occupancy is obtained.

(c) Should the department determine a structure or space is open to occupancy and that said structure or space does not have a valid certificate of occupancy, a notice, in writing, and signed by the director or their designee, shall be hand delivered to the responsible party, property owner, or agent of the premises by a city employee notifying them of the violation.

(d) The occupant, owner, or owner-occupant shall respond to the notification within five (5) working days by either presenting a valid certificate of occupancy or presenting just cause why the facility should not be closed until a certificate of occupancy is obtained.

(e) In the event of a closure, a placard shall be placed at the facility noting the facility is closed to the public pending a valid certificate of occupancy. The placard shall not be removed until a valid certificate of occupancy is obtained and shall only be removed by the director. Removal of the placard shall be deemed a violation of the Code of Ordinances, subject to the penalties of this chapter.

(f) Effect of revocation. No certificate of occupancy shall be issued within a period of one year to anyone whose certificate of occupancy has been revoked, except at the discretion of the city council.

Section 2. This Ordinance shall be cumulative of all provisions of ~~this~~ *the* ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared *invalid or unenforceable* ~~unconstitutional~~ by the valid judgment or decree of any court of competent jurisdiction *or any Federal or State Government Agency having jurisdiction over the subject matter of this*

ordinance, ~~such unconstitutionality shall not affect any of~~ the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance *shall remain in full force and effect.* ~~, since the same would have been enacted by the City Council, without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.~~

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective 60 days after the public hearing.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 7.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY2023-2024 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $52,610.00, with no match for the City of Laredo Detoxification Center, and amending the FY2023-2024 Full-Time Equivalent Position Listing by creating one Harm Reduction Specialist, 209 position. The appropriation is for the funds received from the Texas Opioid Abatement Fund Council.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Texas, along with a broad coalition of states and subdivisions, has reached final agreements with eleven companies to resolve legal claims for their role in the opioid crisis. Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for nearly $50 billion in payments for state and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. Through the Opioid Abatement, Opioid Settlement Fund, the City of Laredo Public Health Department will be able to implement a wide variety of strategies to fight the opioid crisis.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Public Hearing & Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Texas Opioid Abatement Fund Council
Account #:	274-2936
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account is 274-2936-327-9061 and the expenditure division is 274-2936 with project number HEOS01.

ORDINANCE NO. 2024-0-XXX

AUTHORIZING THE CITY MANAGER TO AMEND THE FY2023-2024 CITY OF LAREDO DETOXIFICATION CENTER BUDGET BY INCREASING AND APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $52,610.00, WITH NO MATCH FOR THE CITY OF LAREDO DETOXIFICATION CENTER, AND AMENDING THE FY2023-2024 FULL-TIME EQUIVALENT (FTE) POSITION LISTING BY CREATING ONE (1) HARM REDUCTION SPECIALIST, 209 POSITION. THE APPROPRIATION IS FOR THE FUNDS RECEIVED FROM THE TEXAS OPIOID ABATEMENT FUND COUNCIL.

WHEREAS, Texas, along with a broad coalition of states and subdivisions, has reached final agreements with eleven companies to resolve legal claims for their role in the opioid crisis. Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for nearly $50 billion in payments for state and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. Through the Opioid Abatement, Opioid Settlement Fund, the City of Laredo Public Health Department will be able to implement a wide variety of strategies to fight the opioid crisis.

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

Section 1: The City Manager is hereby authorized to amend the FY2023-2024 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $52,610.00, with not match for the City of Laredo Detoxification Center, and amending the FY2023-2024 Full-Time Equivalent (FTE) Position Listing by creating one (1) Harm Reduction Specialist, 209 Position. The appropriation is for the funds received from the Texas Opioid Abatement Fund Council.

Section 2: The revenue account is 274-2936-327-9061 and the expenditure division is 274-2936 with project number HEOS01.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Public Hearing & Introductory Ordinance 8.**

SUBJECT
Public Hearing and Introductory Ordinance amending section 24.65.0 (b) of the Land Development Code, prohibiting the parking and storing of any commercial vehicle while exceeds one ton in manufacturer's gross vehicle weight rating or that has more than two axles within five-hundred (500) feet of any public or private elementary or secondary school, park, or public playground.

PREVIOUS COUNCIL ACTION
NA

BACKGROUND
NA

COMMITTEE RECOMMENDATION
Planning and Zoning Commission approves of the Ordinance

STAFF RECOMMENDATION
Staff recommends approval of the Ordinance

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE NO. 2024-O-

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 24.65.0, OF THE LAND DEVELOPMENT CODE BY ADDING SUB-SECTION (b) TITLED "SCHOOLS AND PARKS," PROBHIBITING THE PARKING OR STORING OF ANY COMMERCIAL VEHICLE WHICH EXCEEDS ONE TON IN MANUFACTURER'S GROSS VEHICLE WEIGHT RATING OR THAT HAS MORE THAN TWO AXELS WITHIN FIVE-HUNDRED (500) FEET OF ANY PUBLIC OR PRIVATE ELEMTARY OR SECONDARY SCHOOL, PARK, OR PUBLIC PLAYGROUND; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, commercial vehicles, especially large trucks and delivery vans, can obstruct visibility for drivers and pedestrians near schools. Restricting their parking can help maintain clear sightlines and reduce the risk of accidents and collisions in the vicinity and

WHEREAS, schools are often surrounded by a high volume of pedestrian traffic, especially during drop-off and pick-up times. Large commercial vehicles may pose a threat to the safety of children walking to and from school, as well as other pedestrians in the area and

WHEREAS, quick and unobstructed access to the school is crucial in an emergency, such as a fire or medical incident. Allowing commercial vehicles to park too close may impede emergency response vehicles and hinder their ability to reach the school promptly and

WHEREAS, authorities can create a safer and more controlled environment by enforcing specific parking regulations for commercial vehicles around schools, ensuring that drivers adhere to traffic rules and contribute to overall public safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City of Laredo Land Development Code, Section 24.65.0, is hereby amended as follows:

Section 24.65.0 General Supplemental Provisions

(a) Residential

i. No commercial vehicle which exceeds 16,000 pounds in manufacturer's gross vehicle weight rating (GVWR) or which has more than two axels, nor any commercial farm trailer exceeding twelve feet in length, shall be parked or stored on any residential lot in any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

ii. No commercial vehicle which exceeds one ton in manufacturer's gross vehicle weight rating (GVWR) or which has more than two axels, shall be parked or stored on any

public street, or public right-of-way, any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

iii. No commercial farm or utility trailer shall be parked or stored on any public street or public right-of-way in any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

iv. The provisions of Sections 24.65.0 (a) I, ii, and iii above shall not apply to street construction equipment, maintenance and repair equipment or trucks, rollers or implements, equipment trailers or vehicles used by public service utilities when used, or intended for use, in the general vicinity; motor buses when taking on or discharging passengers at customary bus stops; vehicles parked while in the act or accepting from the immediate shipper or delivering to a consignee or addressee any transportable thing; vehicles with mechanical defects during the time it takes to make emergency repairs, or the temporary parking of said vehicles, with attached trailers, for loading and unloading purposes only between the hours of 8:00am to 8:00pm and for not more than ninety minutes.

(b) Schools and Parks

i. No commercial vehicle ~~*which*~~ *that* exceeds one ton in manufacturer's gross vehicle weight rating (GVWR) or ~~which~~ *that* has more than two axels, nor any commercial farm trailer exceeding twelve feet in length, shall be parked or stored in any manner within ~~*one thousand (1,000) feet*~~ *five-hundred (500) feet* of any public or private elementary or secondary school, park, or public playground. Additionally, ingress and egress *by the abovementioned vehicles* shall not be allowed onto any public right-of-way within ~~*one thousand (1000)*~~ *five-hundred (500) feet* of any public or private elementary or secondary school.

ii. Exception. (b)(i) shall not apply in the following situations:

(A) a buffer exists or is created where the City of Laredo believes is adequate to ensure the safety of pedestrians around schools, parks, or public playgrounds;

(B) the landowner or developer has an alternative method of ingress and egress to a road that does not abut a school, park, or playground;

(C) the landowner or developer agrees to not allow tractor trailers from entering a school zone from 6 AM to 6 PM, excluding weekends, holidays, and school breaks;

(D) Businesses that have already been in operation or landowners that have been received a final recorded plat for industrial development before the passage of section (b)(i) may continue to operate under non-conforming use status;

(E) (b(i) does not apply to commercial vehicles delivering goods to grocery stores or retail establishments;

iii. Special Use Permits: If a landowner or developer does not meet any exceptions in section (b)(ii), the landowner or developer may apply for a conditional use permit.

iv. Commercial Vehicles may not remain idle while parked on land subject to (b).

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause,

sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective sixty days from the date of the public hearing.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY IN_____2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Introductory Ordinance 9.**

SUBJECT
Authorizing the City Manager to grant a non-exclusive franchise to STX Dump Services to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited into General Fund.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Passage of the Ordinance

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to the general fund account 101-0000-381-1220

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO STX DUMP SERVICES TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, STX Dump Services is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, STX Dump Services has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO TEXAS THAT:

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which STX Dump Services shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, STX Dump Services., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2024.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and STX Dump Services a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2034.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
15 Yds	$100.00	$200.00	$41.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **STX Dump Services**
c/o Bryan Cardenas
6004 Ruger Dr.
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF STX Dump Services

By: _____

Bryan Cardenas
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2024.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Jose A. Valdez, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2024.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2024.

_____
Jose A. Valdez, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
15 Yds	$100.00	$200.00	$41.50

Plus all applicable taxes

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Introductory Ordinance 10.**

SUBJECT
An Introductory Ordinance authorizing the City Manager to execute all necessary documents granting an easement and right-of-way to AEP Texas central company to install and construct certain electric lines and all necessary or desirable appurtenances. Said easement being a 755.2 sq. ft. easement, being out of Lots 7-12, Block 908, Western Division, City of Laredo, Webb county, Texas. The City of Laredo is currently leasing this property to Gateway Community Health Center Inc. The easement is more particularly described by Exhibit “A” attached hereto and made part of; providing for an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
AEP Texas Central Company has requested that the City of Laredo grant it an easement and right of way to provide service to the new Gateway Community Health Center West.

COMMITTEE RECOMMENDATION
N/A

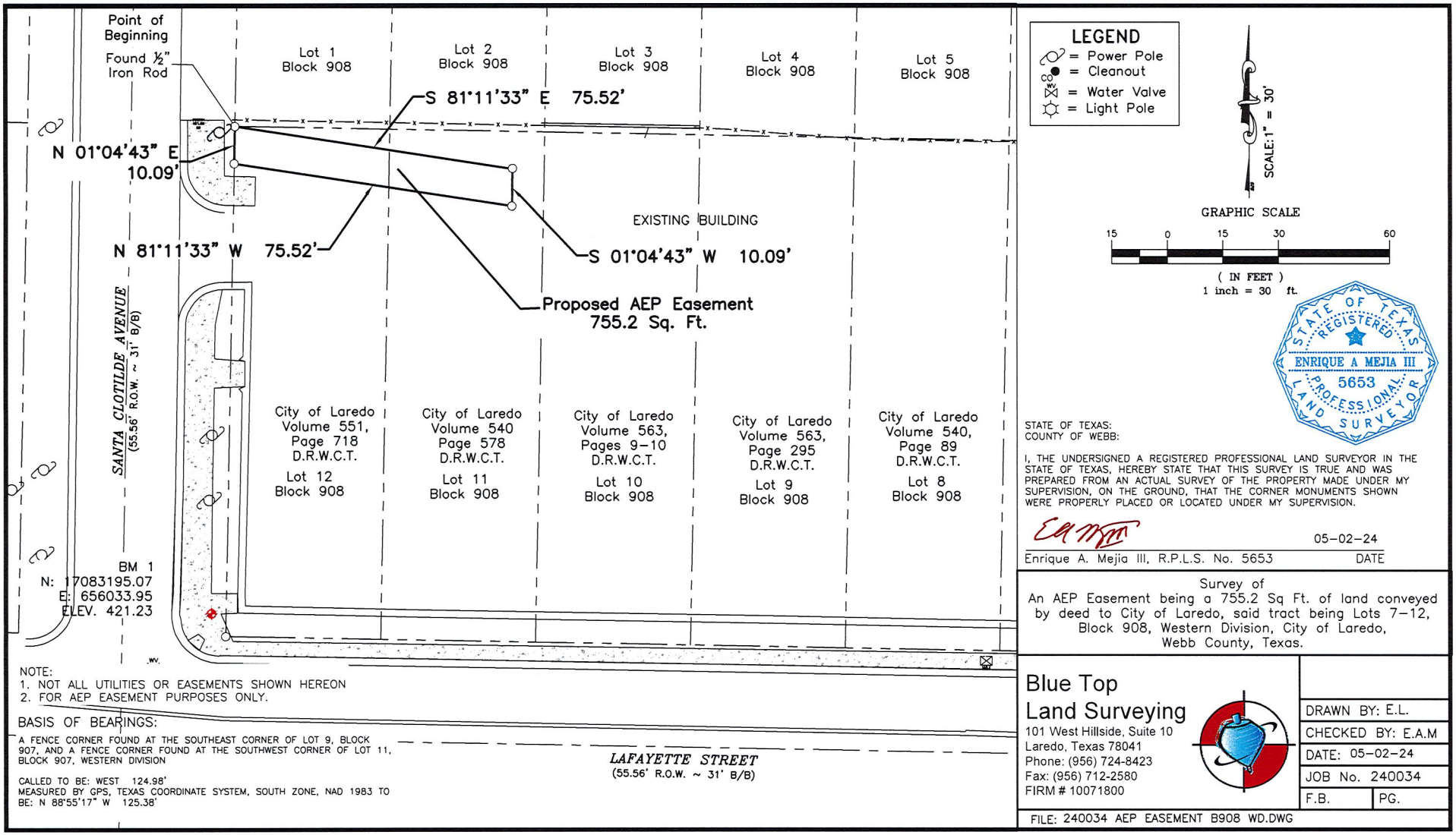
STAFF RECOMMENDATION
Staff recommends the introduction of this ordinance.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

Exhibit A



NOTE:
1. NOT ALL UTILITIES OR EASEMENTS SHOWN HEREON
2. FOR AEP EASEMENT PURPOSES ONLY.

BASIS OF BEARINGS:

A FENCE CORNER FOUND AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 907, AND A FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 907, WESTERN DIVISION

CALLED TO BE: WEST 124.98'
MEASURED BY GPS, TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD 1983 TO BE: N 88°55'17" W 125.38'

LEGEND

= Power Pole
= Cleanout
= Water Valve
= Light Pole

SCALE: 1" = 30'

GRAPHIC SCALE

15 0 15 30 60

(IN FEET)
1 inch = 30 ft.

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

05-02-24

Enrique A. Mejia III, R.P.L.S. No. 5653 DATE

Survey of
An AEP Easement being a 755.2 Sq Ft. of land conveyed by deed to City of Laredo, said tract being Lots 7–12, Block 908, Western Division, City of Laredo, Webb County, Texas.

Blue Top Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 712-2580
FIRM # 10071800

DRAWN BY: E.L.	
CHECKED BY: E.A.M	
DATE: 05-02-24	
JOB No. 240034	
F.B.	PG.

FILE: 240034 AEP EASEMENT B908 WD.DWG

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

Field Notes
AEP Easement being a 755.2 Sq. Ft. of land out of
a tract of land conveyed by deed to City of Laredo,
said tract being Lots 7-12, Block 908,
Western Division, City of Laredo, Webb County, Texas.

Being an AEP Easement, being a 755.2 Sq. Ft. tract of land out of a tract of land conveyed by deed to City of Laredo, recorded in Volume 551, Page 718, and Volume 540, Page 578, and Volume 563, Page 9 and Volume 563, Page 295, and Volume 540, Page 89, and Volume 537, Page 477, said tract being Lots 7-12, Block 908, Western Division, situated in City of Laredo, said 827.8 Sq. Ft. being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the southwest corner of Lot 1, Block 908, Western Division, the northwest corner of Lot 12, Block 908, the east right of way line of Santa Cleotilde Avenue, for the northwest corner of the herein described tract;

Thence, ***South 81°11'33" East, 75.52 feet***, for the northeast corner of the herein described tract;

Thence, ***South 01°04'43" West, 10.09 feet***, for the northeast corner of the herein described tract;

Thence, ***North 81°11'33" West, 75.52 feet***, for the northeast corner of the herein described tract;

Thence, along the east right of way of Santa Cleotilde Avenue, ***North 01°04'43" East***, a distance of ***10.09 feet*** to return and close at the **POINT OF BEGINNING** of this 755.2 Sq. Ft. of land, more or less.

Basis of Bearings:
GPS, Texas Coordinate System, Texas South Zone, NAD 83

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual survey performed on the ground under my supervision.

R.P.L.S. No. 5653 – Texas

05-02-24
Current Date

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND SURVEYOR

AEP TEXAS

Gateway Community Health Center West
1702 Lafayette

Legend

- Lafayette Street Park
- Location
- Span - Location 2 to Location 1

Location 2

Location 1

Lafayette St

Lafayette Street Park

Google Earth

333

Image © 2024 Airbus

N

100 ft

INTRODUCTORY ORDINANCE

AN INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS GRANTING AN EASEMENT AND RIGHT-OF-WAY TO AEP TEXAS CENTRAL COMPANY TO INSTALL AND CONSTRUCT CERTAIN ELECTRIC LINES AND ALL NECESSARY OR DESIRABLE APPURTENANCES. SAID EASEMENT BEING A 755.2 SQ. FT. EASEMENT, BEING OUT OF LOTS 7-12, BLOCK 908, WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS. MORE PARTICULARLY DESCRIBED BY EXHIBIT "A" ATTACHED HERETO AND MADE PART OF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is the owner of the property where the easement and right of way are needed by AEP Texas Central Company to extend and provided power to the current lessee, Gateway Community Health Center, Inc.; and

WHEREAS, AEP Texas Central Company has requested that the City of Laredo grant it an easement and right of way to install certain electric distribution lines consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances; and

WHEREAS, the City Manager's execution of said easement is necessary to prevent any delays in the project construction completion timeline; and

WHEREAS, it is the best interest of the City of Laredo to convey the above referenced easement and right of way to AEP Texas Central Company, as depicted on Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

SECTION 1. It hereby authorizes the City Manager's execution of all necessary documents granting an easement and right of way to AEP located at the following location:

A 755.2 sq. ft. easement, being out of Lots 7-12, Block 908, Western Division, City of Laredo, Webb County, Texas.

SECTION 2. The form of such easement and right of way is attached as Exhibit A.

SECTION 3. This ordinance shall be cumulative or al provisions of ordinances of the City of Laredo, except where provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinances, shall be declared unconstitutional by the valid judgment or decree or any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2024.

_____
Dr. Victor D. Treviño
MAYOR

ATTEST:

_____
Mario Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh “Zone” T. Nguyen
CITY ATTORNEY

By: _____
Rodolfo Morales
ASSISTANT CITY ATTORNEY

CP 460 (OH/UG) Rev. (01/21)
Town: Laredo TX240577
Submitted by: MAG/GO WR#86484361

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC**., a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this_____day of_____, 2024.

[Rest of this page intentionally left blank-Signature page follows]

TX240577
WR#86484361

CITY OF LAREDO,
A MUNICIPAL CORPORATION

By:_____
Joseph Neeb, City Manager

ATTEST:

By:_____
Mario I. Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

By:_____
Doanh "Zone" T. Nguyen, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this_____day of_____, 2024, by Joseph Neeb, City Manager of the City of Laredo, a Municipal Corporation.

_____
NOTARY PUBLIC, State of Texas

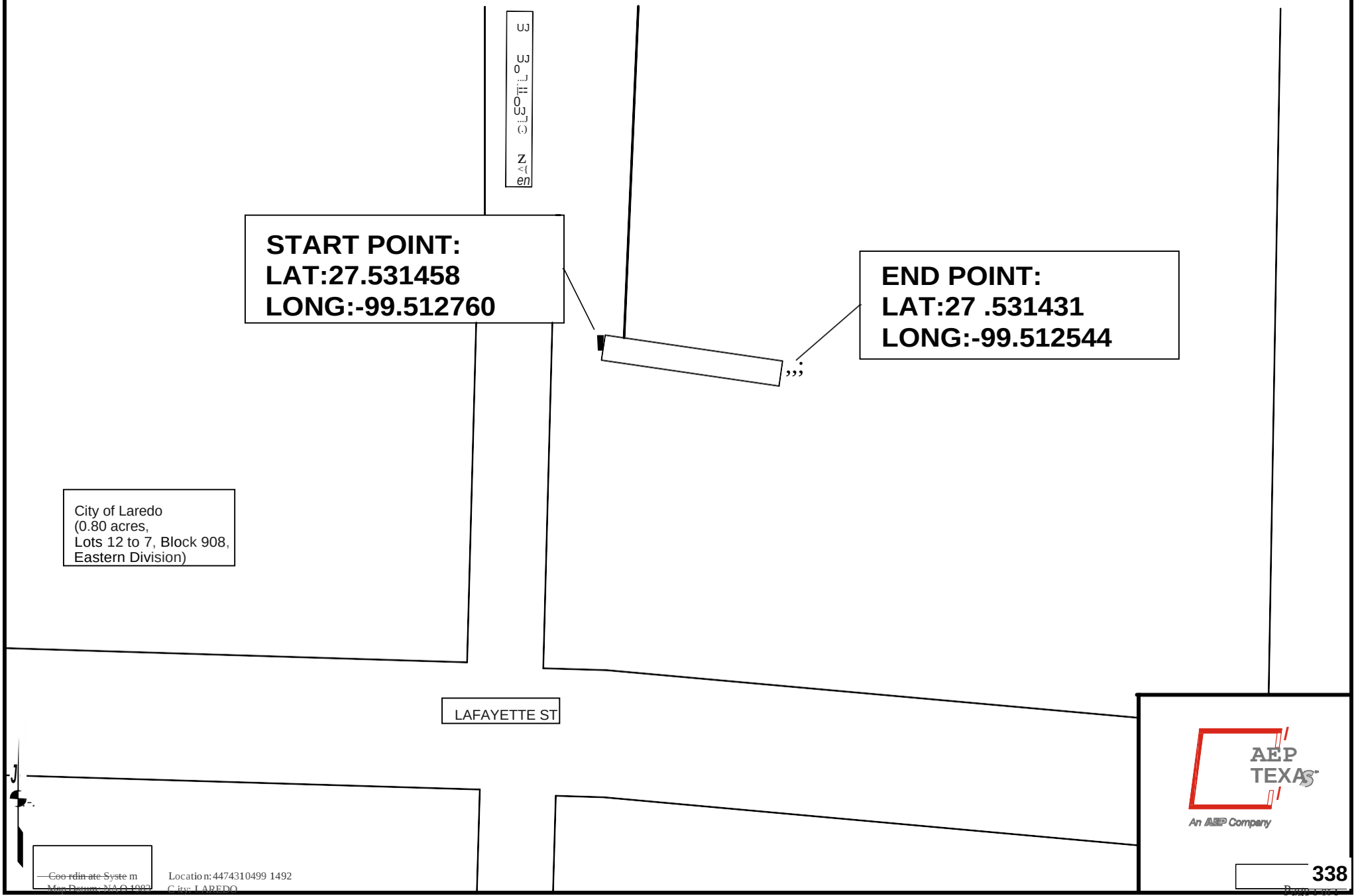
(Seal)

Exhibit "A"

WR: 86484361

Easement #: TX240577

Dep ic tio n of a IO' wide AEP Easemen t



Coo rdin ate Syste m
Mea Datum: NAD 1983
N.T.S.

Locatio n: 4474310499 1492
City: LAREDO
Co unty: WEBB

EXHIBIT "B"
WR#86484361
TX#240577

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

Field Notes
a 0.80 acre tract of land conveyed by deed to City of Laredo,
said tract being Lots 7-12, Block 908,
Western Division, City of Laredo, Webb County, Texas.

Being a tract of land containing 0.80 acres, more or less, conveyed by deed to City of Laredo, recorded in Volume 551, Page 718, and Volume 540, Page 578, and Volume 563, Page 9 and Volume 563, Page 295, and Volume 540, Page 89, and Volume 537, Page 477, said tract being Lots 7-12, Block 908, Western Division, situated in City of Laredo, said 0.80 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set at the southeast corner of Lot 6, Block 908, Western Division, the northeast corner of Lot 7, Block 908, the west right of way line of Main Avenue, for the northeast corner of the herein described tract;

Thence, ***South 01°04'43" West, 138.80 feet*** to an X mark set on concrete at the southeast corner of Lot 7, Block 908, Western Division, the north right of way of Lafayette Street, for the southeast corner of the herein described tract;

Thence, along the north right of way of Lafayette Street, ***North 88°55'17" West, 249.96 feet*** to an X mark set on concrete at the southwest corner of Lot 12, Block 908, Western Division, the east right of way of Santa Cleotilde Avenue, for the southwest corner of the herein described tract;

Thence, along the east right of way of Santa Cleotilde Avenue, ***North 01°04'43" East, 138.80 feet*** to an ½" iron rod set at the northwest corner of said Lot 12, the southwest corner of Lot 1, Block 908, Western Division, for the northwest corner of the herein described tract;

Thence, ***South 88°55'17" East***, a distance of ***249.96 feet*** to return and close at the **POINT OF BEGINNING** of this 0.80 acre tract, more or less.

Basis of Bearings:
GPS, Texas Coordinate System, Texas South Zone, NAD 83

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual survey performed on the ground under my supervision.

_____ 02-03-23_____
R.P.L.S. No. 5653 – Texas **Current Date**

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND SURVEYOR

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

Closure of
a 0.80 acre tract of land conveyed by deed to City of Laredo,
said tract being Lots 7-12, Block 908,
Western Division, City of Laredo, Webb County, Texas.

Course: S 01-04-43 W Distance: 138.80
Course: N 88-55-17 W Distance: 249.96
Course: N 01-04-43 E Distance: 138.80
Course: S 88-55-17 E Distance: 249.96

Perimeter: 777.52

Area: 34694.45 0.80 acres
Mapcheck Closure - (Uses listed courses & COGO Units)
Error of Closure: 0.000 Course: S 90-00-00 E
Precision 1: 777520000.00

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Closure" was prepared from an actual survey performed on the ground under my supervision.

_____ 02-03-23
R.P.L.S. No. 5653 – Texas **Current Date**



City Council

Meeting Date: 5/20/2024 **Introductory Ordinance 11.**

SUBJECT
An Introductory Ordinance of the City of Laredo, Texas, adopting a tax exemption equal to 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility. This exemption was passed during the 88th Texas Legislature regular session under Senate Bill 1145 and approved by the voters in November 2023, Proposition 2. The owner or operator of the Child-Care Facility must be licensed with the Health and Human Services Commission; participate in the Texas Workforce Commission's Rising Star Program; and have at least 20 percent child enrollment as recipients of subsidized childcare services; qualifying Child-Care Facilities will be exempt from City ad valorem taxes in accordance with Chapter 11, Section 11.36 of the Texas Property Tax Code, starting with tax year 2024 and each year thereafter unless amended; and declaring an effective date.

PREVIOUS COUNCIL ACTION
On May 6, 2024, City Council approved the Child-Care Facilities exemption equal to 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility and shall be exempt from all taxation for all City purposes beginning in Tax Year 2024 and future years, unless amended.

BACKGROUND
The Child-Care Facilities exemption was passed during the 88th Texas Legislature's regular session under Senate Bill 1145 and approved by the voters in November 2023, Proposition 2. Pursuant to the provisions of the Texas Property Tax Code, Chapter 11, Section 11.36, a county or a municipality to adopt a Child-Care Facilities exemption as a percentage of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility, and the percentage cannot be less than 50 percent; each person desiring such exemption shall file an application and an affidavit form with the Webb County Appraisal District.

The owner or operator of the Child-Care Facility must be licensed with the Health and Human Services Commission; participate in the Texas Workforce Commission's Rising Star Program; and have at least 20 percent child enrollment as recipients of subsidized childcare services. If the owner of the property receives the exemption and leases to a person who is a qualifying Child-Care Facility, the owner must pass on the savings to the tenant and should reflect as a reduction in the monthly or annual rent of the tenant.

A person cannot claim the Child-Care Facility exemption if the person also claims a residence homestead exemption under Section 11.13 of the Texas Property Tax Code or leases any part of the property to another for use as a principal residence.

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
That City Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
If the City adopts the Child-Care Facilities exemption, the revenue loss is estimated to be $318,764.

INTRODUCTORY ORDINANCE

AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, ADOPTING A TAX EXEMPTION EQUAL TO 100 PERCENT OF THE APPRAISED VALUE OF ALL OR A PORTION OF REAL PROPERTY OPERATING AS A QUALIFYING CHILD-CARE FACILITY. THIS EXEMPTION WAS PASSED DURING THE 88TH TEXAS LEGISLATURE REGULAR SESSION UNDER SENATE BILL 1145 AND APPROVED BY THE VOTERS IN NOVEMBER 2023, PROPOSITION 2. THE OWNER OR OPERTATOR OF THE CHILD-CARE FACILITY MUST BE LICENSED WITH THE HEALTH AND HUMAN SERVICES COMMISSION; PARTICIPATE IN THE TEXAS WORKFORCE COMMISSION'S RISING STAR PROGRAM; AND HAVE AT LEAST 20 PERCENT CHILD ENROLLMENT AS RECIPIENTS OF SUBSIDIZED CHILDCARE SERVICES; QUALIFYING CHILD-CARE FACILITIES WILL BE EXEMPT FROM CITY AD VALOREM TAXES IN ACCORDANCE WITH CHAPTER 11, SECTION 11.36 OF THE TEXAS PROPERTY TAX CODE, STARTING WITH TAX YEAR 2024 AND EACH YEAR THEREAFTER UNLESS AMENDED; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Pursuant to the provisions of the Texas Property Tax Code, Chapter 11, Section 11.36, a county or a municipality to adopt a Child-Care Facilities exemption as a percentage of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility and the percentage cannot be less than 50 percent; each person desiring such exemption shall file an application and an affidavit form with the Webb County Appraisal District; AND

WHEREAS, 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility shall be exempt from all taxation for all City purposes beginning in Tax Year 2024 and future years, unless amended; AND

WHEREAS, The owner or operator of the Child-Care Facility must be licensed with the Health and Human Services Commission; participate in the Texas Workforce Commission's Rising Star Program; and have at least 20 percent child enrollment as recipients of subsidized childcare services; AND

WHEREAS, Pursuant to Section 11.36(f) of the Texas Property Tax Code, a person who owns the property and claims the exemption and leases to a person who uses the property to operate a qualifying Child-Care Facility must provide a disclosure document stating the amount of the property taxes that are reduced due to the exemption. The rent of the tenant must reflect that reduction through a monthly or annual credit against the rent.

WHEREAS, A person cannot claim the Child-Care Facility exemption on property they own and lease to another to operate a qualifying Child-Care Facility if the person also claims a Texas Property Tax Code, Section 11.13, residence homestead exemption on the property or leases any part of the property to another for use as a principal residence; AND

WHEREAS, That this ordinance shall be effective upon approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS:

SECTION 1. Child-Care Facilities property tax exemption:
That the City of Laredo adopts a 100 percent exemption of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility and who shall be exempt from all taxation for all City purposes beginning for Tax Year 2024 and future years, unless revised. Pursuant to the provisions of the Texas Property Tax Code, Chapter 11, Section 11.36, a county or a municipality to adopt a Child-Care Facilities exemption as a percentage of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility. The percentage cannot be less than 50 percent. Each person desiring such exemption shall file an application and an affidavit form with the Webb County Appraisal District.

SECTION 2. The owner or operator of the Child-Care Facility must be licensed with the Health and Human Services Commission; participate in the Texas Workforce Commission's Rising Star Program; and have at least 20 percent child enrollment as recipients of subsidized childcare services

SECTION 3. Pursuant to Section 11.36(f) of the Texas Property Tax Code, a person who owns the property and claims the exemption and leases to a person who uses the property to operate a qualifying Child-Care Facility must provide a disclosure document stating the amount of the property taxes that are reduce due to the exemption. The savings must be passed on to the renter, and the rent of the tenant must reflect that reduction through a monthly or annual credit against the rent.

SECTION 4. A person cannot claim the Child-Care Facility exemption on property they own and lease to another to operate a qualifying Child-Care Facility if the person also claims a Texas Property Tax Code, Section 11.13, residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

SECTION 5. A person cannot claim the Child-Care Facility exemption on property they own and lease to another to operate a qualifying Child-Care Facility if the person also claims a Texas Property Tax Code, Section 11.13, residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall become effective immediately upon approval.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____ DAY OF MAY, 2024.

_____
DR. VICTOR H. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Final Readings 12.**

SUBJECT
Final Reading authorizing the City Manager to amend FY 23-24 revenues and expenditures under the Community Development Department in the amount of $373,000.00 in Section 108- Southern Hotel Fund to be used for the rehabilitation of the Southern Hotel Project. The U. S. Department of Urban Development (HUD) is requesting the City to establish a Deposit Account Control Agreement (DACA) funded purely from HUD Community Development Block Grant funds (CDBG), which will create a shortfall in the funding availability for the project.

PREVIOUS COUNCIL ACTION
On June 6, 2022, a public hearing was held at City Council Chambers to allow the public and City Council to submit any comments on the Section 108 Loan
Application. No comments were received.

On July 18, 2022, City Council approved the submission of the Section 108 Loan application and authorizing the Interim City Manager to execute all documents as a result of the application.

On February 21, 2023, a Public Hearing and Introductory Ordinance was introduced by Council.

On March 20, 2023, Ordinance 2023-O-050 authorizing the City Manager to accept and enter into contract with the United States Department of Housing and Urban Development for the Section 108 Loan, establish the Section 108 - Southern Hotel Fund, and to appropriate revenues and expenditures in the amount of $4,115,000.00.

On May 6, 2024, Ordinance 2024-O-289 authorizing the City Manager to amend FY 23-24 revenues and expenditures under the Community Development Department is the amount of $373,000.00.

BACKGROUND
The City of Laredo was advised by the Housing of Urban Development (HUD) of the approval of their Section 108 Loan in the amount of $4,115,000.00 on January 26, 2023. The Southern Hotel located downtown at the 1200 block of Matamoros St., Laredo, TX 78040, for the purpose of providing additional affordable rental housing units available for low-moderate income households. The City of Laredo's intent is to expand the number of affordable units in Laredo with funds from the Section 108 Loan. This project will consist of 22 units, consisting of 13 low-income and 9 market rate units. The location of this historical building is in a low-to

moderate-income area. Additional grants funds have been allocated to this project. Funding for the $ 373,000.00 is from the Capital Improvements Fund.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this Ordinance be approved.

Fiscal Impact

Fiscal Year:	2023-2024
Budgeted Y/N?:	N
Source of Funds:	Capital Improvement Fund
Account #:	275-8037
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Appropriate Accounts 275-8037-393-0402 (Revenue) and 275-8037-545-9201 (Expenditure)

ORDINANCE NO. 2024-O-089

FINAL READING AUTHORIZING THE CITY MANAGER TO AMEND FY 23-24 REVENUES AND EXPENDITURES UNDER THE DEPARMTENT OF COMMUNITY DEVELOPMENT IN THE AMOUNT OF $373,000.00 IN THE SECTION 108- SOUTHERN HOTEL FUND TO BE USED FOR THE REHABILITATION OF THE SOUTHERN HOTEL PROJECT. THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IS REQUESTING THE CITY TO ESTABILISH A DEPOSIT ACCOUNT CONTROL AGREEMENT (DACA) FUNDED PURELY FROM HUD COMMIUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), WHICH WILL CREATE A SHORTFALL IN THE FUNDING AVALAIBLITY FOR THIS PROJECT.

WHEREAS, Authorizing the City Manager to amend FY 23-24 revenues and expenditures under the Department of Community Development in the amount of $373,000.00 in the Section 108- Southern Hotel Fund to be used for the rehabilitation of the Southern Hotel Project.

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) is requesting the City to establish a Deposit Account Control Agreement (DACA) funded purely from HUD Community Development Block Grant funds (CDBG), which will create a shortfall in the funding availability.

WHEREAS, The City of Laredo was advised by the Housing of Urban Development (HUD) of the approval of their Section 108 Loan in the amount of $4,115,000.00 on January 26, 2023. The Southern Hotel located downtown at the 1200 block of Matamoros St., Laredo, TX 78040, for the purpose of providing additional affordable rental housing units available for low-moderate income households. The City of Laredo's intent is to expand the number of affordable units in Laredo with funds from the Section 108 Loan. This project will consist of 22 units, consisting of 13 low-income and 9 market rate units. The location of this historical building is in a low-to moderate-income area. Additional grant funds have been allocated to this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. Authorizing the appropriation of $373,000.00 from the Capital Improvement Fund – Reserve Appropriation to the Section 108 – Southern Hotel.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2024.

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Final Readings 13.**

SUBJECT
Final Reading of Ordinance authorizing the City Manager to ratify and amend the City of Laredo's FY 2024 Police Trust Fund budget by drawing down on fund balance and appropriating additional expenditures in the amount of $1,203,450.00, for the purchase of a SWAT tactical vehicle, replace outdated SWAT equipment, equipment for new SWAT members, and replace service weapons for all sworn personnel.

PREVIOUS COUNCIL ACTION
Introductory Ordinance was approved by Council on May 06, 2024.

BACKGROUND
The Laredo Police Department is in dire need to replace the SWAT tactical vehicle, replace outdated SWAT equipment, equip new SWAT members with the necessary equipment used during high profile criminal cases. Sworn personnel will also be provided with a new service weapon for their protection and the protection of our community.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Final Reading.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Police Trust Fund
Account #:	665-2312
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Line Item Name	Annual Approp	Increase	Amended Annual Approp.
Automotive	25,468	523,950	549,418
Machinery & Equipment	0	25,500	25,500
Minor Apparatus & Tools	214,706	654,000	868,706

FINAL READING OF ORDINANCE 2024-O-091

FINAL READING OF ORDINANCE AUTHORIZING THE CITY MANAGER TO RATIFY AND AMEND THE CITY OF LAREDO'S FY 2024 POLICE TRUST FUND BUDGET BY DRAWING DOWN ON FUND BALANCE AND APPROPRIATING ADDITIONAL EXPENDITURES IN THE AMOUNT OF $1,203,450.00, FOR THE PURCHASE OF A SWAT TACTICAL VEHICLE, REPLACE OUTDATED SWAT EQUIPMENT, EQUIPMENT FOR NEW SWAT MEMBERS, AND REPLACE SERVICE WEAPONS FOR ALL SWORN PERSONNEL.

Whereas, the City Council previously adopted the budget for fiscal year 2024; and

Whereas, it is being requested to amend the FY2024 annual budget by appropriating additional expenditures in the amount of $1,203.450.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: Authorizing the City Manager to ratify and amend the City of Laredo's FY 2024 Police Trust Fund budget by drawing down on fund balance and appropriating additional expenditures in the amount of $1,203,450.00, for the purchase of a SWAT tactical vehicle, replace outdated SWAT equipment, equipment for new SWAT members, and replace service weapons for all sworn personnel.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Final Readings 14.**

SUBJECT
An Ordinance amending Chapter 2, Article II, Division 1, Section 2-16, "Departments of the City" of the Code of Ordinances by removing Building Development Services, Traffic, and Animal Care Services as named departments and adding a Marketing & Communications Department.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-16, "DEPARTMENTS OF THE CITY" OF THE CODE OF ORDINANCES BY REMOVING BUILDING DEVELOPMENT SERVICES, TRAFFIC, AND ANIMAL CARE SERVICES AS NAMED DEPARTMENTS AND ADD MARKETING & COMMUNICATONS TO THE LIST OF DEPARTMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Section 3.05 of the City Charter anticipates the occasional need for the Council to reconsider the administration and delivery of City services by restructuring the departmental organization of the City government by removing and/or consolidating departments under the administrative control of the City Manager; and

WHEREAS, Council acknowledges that Section 4.01 (A) of the City Charter empowers the Council to delegate to the City Manager the authority to transfer obligations of certain departments between departments to provide for greater efficiency and effectiveness of the City's workforce; and

WHEREAS, the City Manager has recommended the removal of Building Development Services, Traffic, and Animal Care Services Departments from the listed Departments and will consolidate these services under other various departments.

WHEREAS, the City Manager has recommended the addition of the Marketing and Communications Department to the list of named departments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article 2, Division 1, Section 2-16 entitled " Departments of the City" is hereby amended as follows:

(a) *[City departments.]* The departments of the city are as follows:

(1) Human resources;

(2) Financial services;

(3) Health;

(4) Parks and leisure services;

(5) Community development;

(6) Engineering;

(7) Public works;

(8) Utilities;

(9) Fire

(10) Planning and zoning;

~~(11)~~ **~~[Building development services;]~~**

~~(12)~~ ***(11)*** Information services and telecommunications;

~~(13)~~ ***(12)*** Tax;

~~(14)~~ ***(13)*** Library;

~~(15)~~ ***(14)*** Police;

~~(16)~~ ***(15)*** City attorney;

~~(17)~~ ***(16)*** Municipal court;

~~(18)~~ ***(17)*** City secretary;

~~(19)~~ ***(18)*** City manager;

~~(20)~~ ***(19)*** Convention and visitor's bureau;

~~(21)~~ ***(20)*** Airport;

~~(22)~~ ***(21)*** Bridge;

~~(23)~~ ***(22)*** Budget;

~~(24)~~ ***(23)*** Fleet management;

~~(25)~~ **~~[Traffic;]~~**

~~(26)~~ **~~[Animal care services.]~~**

~~(27)~~ ***(24)*** Economic development;

~~(28)~~ ***(25)*** Environmental and Solid Waste Services;

~~(29)~~ ***(26) Marketing & Communications***

* Transit (contracted services)

Section 2. Chapter 2 of the City Code of Laredo Texas, as Amended, will remain in full force and effect, save and except as amended by this Ordinance.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City

of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall become effective after its passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON

THIS THE _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____

MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
CITY ATTOREY

City Council

Meeting Date: 5/20/2024 **Final Readings 15.**

SUBJECT
An Ordinance of the City of Laredo, Texas, allowing for the waiver of the waiting period requirements listed in section 24.92.2(b) of the City of Laredo Land Development Code for applicants whose application was denied by the Planning and Zoning Commission and subsequently did not receive the requisite three-fourths vote to overturn the denial between October 22,2023 and May 6, 2024.

PREVIOUS COUNCIL ACTION
Ordinance was introduced at May 6, 2024 meeting.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE NO. 2024-O-093

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ALLOWING FOR THE WAIVER OF THE WAITING PERIOD REQUIREMENTS LISTED IN SECTION 24.92.2(b) OF THE CITY OF LAREDO LAND DEVELOPMENT CODE FOR APPLICANTS WHOSE ZONING APPLICATION WAS DENIED BY THE PLANNING & ZONING COMMISSION AND SUBSEQUENTLY DID NOT RECEIVE THE REQUISITE THREE-FOURTHS VOTE TO OVERTURN THE DENIAL BETWEEN OCTOBER 22, 2023 AND MAY 6, 2024; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council has voted to repeal section 24.92.4(5) of the Land Development Code, which required the affirmative vote of at least three-fourths of all members of the City Council to overrule a recommendation of the Planning & Zoning Commission that proposed change to the zoning map amendment be denied.

WHEREAS, the City Council finds it equitable to waive the waiting period requirements in section 24.92.2(b) of the Land Development Code for applicants who did not receive the three-fourths vote needed to overturn a denial from the planning & zoning commission within the last six (6) months; and;

WHEREAS, this wavier will only apply to applicants whose application was denied and did not receive a three-fourths vote overturn the denial between October 22, 2023 and May 6, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City Council hereby approves the limited waiver of the requirements in 24.92.2(b) of the Land Development Code.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Final Readings 16.**

SUBJECT
Authorizing the City Manager to amend FY23-24 Laredo International Airport Construction Fund Budget by appropriating revenues and expenses in the amount of $11,111.11 to fund the FY 2024 Routine Airport Maintenance Program (RAMP) Grant. Funds are being awarded by the Texas Department of Transportation (TxDOT). This funding will be used for airport maintenance at the Laredo International Airport. Local match of $11,111.11 was appropriated in FY23-24 Laredo International Airport Construction Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Through the Routine Airport Maintenance Program, the Texas Department of Transportation provides airport grant monies for routine maintenance on airport improvements. The intention of this grant is to reduce the cost of maintaining airport improvements.

TxDOT Project ID: M2422LRED
FY:2024
Approved Amount: $111,111.11
State Share: $100,000.00
Local Match: $11,111.11

The Laredo International Airport will use this grant for general maintenance with airside improvements taking priority, as required by TxDOT.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Airport Construction Fund
Account #:	433 Accounts
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenue account: $11,111.11 433-0000-323-2041 PROJECT: AC24RA
Expense account(s) :$11,111.11 433-3658-582-3010 PROJECT AC24RA

ORDINANCE NO. 2024-O-094

AUTHORIZING THE CITY MANAGER TO AMEND THE FY 23-24 LAREDO INTERNATIONAL AIRPORT CONSTRUCTION FUND BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF 11,111.11 TO FUND THE FY 2024 ROUTINE AIRPORT MAINTENACE PROGRAM (RAMP) GRANT. FUNDS ARE BEING AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT). THIS FUNDING WILL BE USED FOR AIRPORT MAINTENANCE AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH OF $11,111.11 WAS APPROPRIATED IN THE FY23-24 LAREDO INTERNATIONAL AIRPORT BUDGET.

WHEREAS, the Laredo International Airport has received a grant award from the Texas Department of Transportation (TxDOT) for the purpose of funding the FY 2024 Routine Airport Maintenance Program (RAMP) Grant.

WHEREAS, the FY 2023-2024 budget shall be amended to appropriate revenues and expenditures in the amount of $11,111.11; and

WHEREAS, the Laredo International Airport will use said grant for purposes of funding expenses used for general maintenance on airside and landside improvements; and

WHEREAS, the Laredo International Airport has agreed that in the event of a loss or misuse of funds, the Laredo International Airport assures that the funds will be returned to the Texas Department of Transportation (TxDOT).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

SECTION 1. The City Manager is authorized to amend the FY 23-24 Laredo International Airport construction fund budget by appropriating revenues and expenses in the amount of 11,111.11 to fund the FY 2024 Routine Airport Maintenance Program (RAMP) grant. Funds are being awarded by the Texas Department of Transportation (TxDOT). This funding will be used for airport maintenance at the Laredo International Airport. Local match of $11,111.11 was appropriated in the FY23-24 Laredo International Airport budget.

SECTION 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, except where provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinances, shall be declared unconstitutional by the valid judgment or decree or any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since

the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____
DR. VICTOR H. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2422LRED

Part I - Identification of the Project

TO: The City of Laredo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Laredo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LAREDO - LAREDO INTL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or $100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

   Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

   Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed $3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed $3,000.00 per year.

3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed $5,400.00.

4. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Direct installation without a third party

      5. Identification of pavement utilization by airplane design group for the entire airport

      6. 1 second and 3 foot accuracy

      7. Equal effectiveness at both towered and non-towered airports

      8. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

      1. The Sponsor must maintain and operate the Equipment for 3 years.

      2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.

      3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. nsofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

b. enter into contracts as necessary for execution of scope of services;

c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Laredo, Texas. does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 25th day of March, 2024

The City of Laredo, Texas

Sponsor

Sponsor Signature

City Manager

Sponsor Title

Attest:

Jose A. Valdez, Jr. City Secretary

CITY OF LAREDO, TEXAS

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2422LRED

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	$111,111.11	$100,000.00	$11,111.11
TOTAL	$111,111.11	$100,000.00	$11,111.11

Accepted by: The City of Laredo, Texas

Sponsor Signature

Title: CITY MANAGER

Date: 03/25/24

Attest: Jose A. Valdez, Jr. City Secretary

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CITY OF LAREDO, TEXAS

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2422LRED

The City of Laredo, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Laredo, Texas
Sponsor

Attest: _____
Jose A. Valdez, Jr. City Secretary

By: _____

Title: CITY MANAGER

Date: 03/25/24

CITY OF LAREDO, TEXAS

Certification of State Single Audit Requirements

I, ___ do certify that the City of Laredo will comply with all requirements of the State of Texas Single Audit Act if the City of Laredo spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Laredo will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year

_____
Signature

City Manager
Title

03/25/24
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2422LRED

The City of Laredo, Texas, designates

Virginia L. Hunt, Asst. Airport Director as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Laredo, Texas
Sponsor

By: Joseph W Neal

Attest: Jose A. Valdez, Jr. City Secretary

Title: CITY MANAGER

Date: 03/25/24

DESIGNATED REPRESENTATIVE

Mailing Address: 5210 Bob Bullock Loop
Laredo Texas 78041

Overnight Mailing Address: 5210 Bob Bullock Loop, Laredo Texas 78041

Telephone/Fax Number: 956-795-2000
956-795-2572

Email address: vlhunt@ci.laredo.tx.us

City Council

Meeting Date: 5/20/2024 **Final Readings 17.**

SUBJECT
Ordinance amending Chapter 31 (Utilities), Article V (Water Conservation and Drought Contingency Plan) sections 31-195 through 31-242. Amending sections 31-195, 31-196, 31-197, 31-199, 31-203, 31-204,31-207, 31-208, 31-211, 31-212, 31-215, 31-217, 31-218, 31-220, 31-222, 31-237, 31-238, 31 -240 and deleting sections 31-209, 31-223, 31-224. Providing for severability and publication date. This amendment incorporates changes such as a new irrigation schedule, enhancing outdoor water management, imposing restrictions on non-essential water usage, establishing triggers for drought responses, and introducing automatic citation protocols.

PREVIOUS COUNCIL ACTION
On May 6, 2024, the City Council Introduced the Ordinance to amend the Water Conservation and Drought Contingency Plans.

BACKGROUND
The Texas Water Development Board requires a copy of all municipal water conservation and drought contingency plans in order to qualify for funding. A comparative analysis was conducted to assess Laredo's water conservation ordinance with other ordinances around the state. Findings indicated that our ordinance was significantly more lax than other cities around Texas that have similar population, poverty rate and water scarcity issues. As a result, the City of Laredo Utilities Department developed a water conservation plan and drought contingency plan to be adopted as a combined ordinance officially named the Water Conservation and Drought Contingency Ordinance. Implementation of this ordinance will help reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water for the ultimate purpose of making a water supply available for future or alternative uses. In addition, implementation of this ordinance will help establish procedures for identifying and responding to a water supply emergency minimizing any risks to public health and safety, preserving essential public services, and minimizing any adverse impacts of a water supply emergency on the residents and economic well-being of the city.

The Texas Commission on Environmental Quality requires an update to all municipal water conservation and drought contingency plans every five years. This amendment is due by May 1, 2024.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of Ordinance

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial Impact

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 18.**

SUBJECT
Consideration to authorize a cooperative contract with Deere & Company (John Deere), Cary, North Carolina for the purchase of:

a). One John Deere Cab Tractor in the total amount of $101,234.40 and;

b). One John Deere Flex Wing Rotary Cutter in the total of $42,064.14;

for ground maintenance for the Airport Department. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Purchasing Program. Funding is available in the International Airport Fund.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard Cooperative Purchasing Program.

BACKGROUND
It is recommended that this lawn and maintenance equipment be purchased from John Deere Company utilizing the BuyBoard Cooperative Purchasing Program contract pricing. The servicing agent will be Tellus Equipment Solutions, Weslaco, Texas which is one of the John Deere dealers in this area. Estimated delivery is between 90 to 120 days.

Deere & Company (John Deere)
Description: Grounds Maintenance Equipment
BuyBoard Contract# 706-23
Expiration Date: 5/31/26

Description	Quantity	Unit Price	Extended Price
2024 John Deere 6135E Cab Tractor	1	$101,234.40	$101,234.40
2024 John Deere FC20 Flex Wing Rotary Cutter	1	$ 42,064.14	$ 42,064.14
		Total	$143,298.54

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	International Airport Fund.
Account #:	242-3620-585-9004.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding for this equipment is available under the International Airport Fund in the following account: 242-3620-585-9004.

BuyBoard Vendor Contract Information Summary

Vendor	Deere & Company (John Deere)
Contact	Order Management Team
Phone	800-358-5010
Phone Extension	2
Email	SABDSupport@JohnDeere.com
Vendor Website	www.deere.com
TIN	36-2382580
Address Line 1	2000 John Deere Run
Vendor City	Cary
Vendor Zip	27513
Vendor State	NC
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 after receipt of i
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Grounds Maintenance Equipment, Parts, and Supplies
Contract No.	706-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Return Policy	Aside from a piece of equipment being defective, John Deere does not have a return policy for commercial equipment.

Vendor Contract Information Summary

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502
Fax: 956-968-4173
Email: rmachen@tellusequip.com

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 30884350

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

Prepared For:
City Of Laredo

Proposal For:
City Of Laredo

Delivering Dealer:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

OnlineSales@tellusequip.com

Quote Prepared By:

R.d. Machen
rmachen@tellusequip.com

Date: 03 May 2024

Offer Expires: 21 June 2024

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

Quote Summary

Prepared For:
City Of Laredo
TX

Delivering Dealer:
Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

USED EQUIPMENT SOLD AS IS WHERE IS. NO WARRANTY IS WRITTEN OR IMPLIED UNLESS REMAINING FACTORY WARRANTY IS TRANSFERABLE. CONSULT YOUR SALES TEAM FOR DETAILS.

Quote ID:	30884350
Created On:	03 May 2024
Last Modified On:	03 May 2024
Expiration Date:	21 June 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6135E Cab Tractor (114 PTO hp) **Contract:** TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) **Price Effective Date:** May 2, 2024	$ 129,773.04	$ 101,234.40	X	1	=	$ 101,234.40
JOHN DEERE FC20R Flex Wing Rotary Cutter **Contract:** TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) **Price Effective Date:** May 2, 2024	$ 54,181.00	$ 42,064.14	X	1	=	$ 42,064.14
Equipment Total						**$ 143,298.54**

Quote Summary	
Equipment Total	$ 143,298.54
Trade In	
SubTotal	**$ 143,298.54**
Est. Service Agreement Tax	$ 0.00
Total	$ 143,298.54

Salesperson : X _____ **Accepted By : X** _____

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

Balance Due	**$ 143,298.54**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 30884350 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

JOHN DEERE 6135E Cab Tractor (114 PTO hp)

Hours:
Stock Number:
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: May 2, 2024

Suggested List *
$ 129,773.04
Selling Price *
$ 101,234.40

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
334FP	6135E Cab Tractor (114 PTO hp)	1	$ 118,802.00	23.00	$ 27,324.46	$ 91,477.54	$ 91,477.54
	Standard Options - Per Unit						
182F	AutoTrac™ Universal/ Greenstar™ Ready	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
185A	JDLink™ Connectivity	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual North America	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0500	Less Package	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1385	24F/12R PowrReverser™ Plus Transmission, Wet Clutch, EH PTO, 40 Km/h	1	$ 1,709.00	23.00	$ 393.07	$ 1,315.93	$ 1,315.93
1950	Less Application	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2050	Cab Standard	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2130	Air Suspension Seat with Swivel (MSG 95)	1	$ 1,214.00	23.00	$ 279.22	$ 934.78	$ 934.78
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	$ 522.00	23.00	$ 120.06	$ 401.94	$ 401.94
4020	Heavy-Duty Hitch	1	$ 522.00	23.00	$ 120.06	$ 401.94	$ 401.94
4120	Telescopic Draft Links	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4320	Heavy Duty Drawbar	1	$ 339.00	23.00	$ 77.97	$ 261.03	$ 261.03
4421	Sway Bars	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
6045	MFWD (4 Wheel Drive) Front Axle, electro-hydraulic activation.	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00

Confidential

JOHN DEERE

Selling Equipment

TELLUS

Quote Id: 30884350 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

6210	340/85R24 In. 8PR R1 Radial	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
7700	Shipping Preparation for Truck	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
8995	Long front weight bracket	1	$ 360.00	23.00	$ 82.80	$ 277.20	$ 277.20
	Standard Options Total		**$ 4,666.00**		**$ 1,073.18**	**$ 3,592.82**	**$ 3,592.82**
	Technology Options/Non-Contract/Open Market						
1880	Less Receiver	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1900	Less Display	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Dealer Attachments/Non-Contract/Open Market						
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	4	$ 153.26	23.00	$ 35.25	$ 472.04	$ 472.04
001	Non-Contract Front Hood Guard Kit	1	$ 1,599.00	0.00	$ 0.00	$ 1,599.00	$ 1,599.00
002	Non-Contract Cab Radio Kit	1	$ 799.00	0.00	$ 0.00	$ 799.00	$ 799.00
003	Non-Contract Rear Hydro Valve Kit	1	$ 1,899.00	0.00	$ 0.00	$ 1,899.00	$ 1,899.00
004	Non-Contract Back Up Alarm And Beacon Light Kit	1	$ 1,395.00	0.00	$ 0.00	$ 1,395.00	$ 1,395.00
	Dealer Attachments Total		**$ 6,305.04**		**$ 141.00**	**$ 6,164.04**	**$ 6,164.04**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 129,773.04**		**$ 28,538.64**	**$ 101,234.40**	**$ 101,234.40**

JOHN DEERE FC20R Flex Wing Rotary Cutter

Equipment Notes:
Hours:
Stock Number:
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: May 2, 2024

Suggested List *
$ 54,181.00
Selling Price *
$ 42,064.14

* Price per item - includes Fees and Non-contract items

Confidential

JOHN DEERE

Selling Equipment

TELLUS

Quote Id: 30884350 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22G0P	FC20R Flex Wing Rotary Cutter	1	$ 49,241.00	23.00	$ 11,325.43	$ 37,915.57	$ 37,915.57
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1210	Torsional Suspension	1	$ 1,417.00	23.00	$ 325.91	$ 1,091.09	$ 1,091.09
3335	8 Foam-Filled Tires - (Double tires on center and wings) - Severe duty ag tires	1	$ 2,024.00	23.00	$ 465.52	$ 1,558.48	$ 1,558.48
3511	540 RPM Driveline - Cat 6	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
3602	540 RPM - 125 HP Gearbox - Commercial duty	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5120	Ball Type Hitch	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5280	Rigid Casting Tongue	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 3,441.00**		**$ 791.43**	**$ 2,649.57**	**$ 2,649.57**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract HD PTO Shields	1	$ 1,499.00	0.00	$ 0.00	$ 1,499.00	$ 1,499.00
	Dealer Attachments Total		**$ 1,499.00**		**$ 0.00**	**$ 1,499.00**	**$ 1,499.00**
Total Selling Price			**$ 54,181.00**		**$ 12,116.86**	**$ 42,064.14**	**$ 42,064.14**

Confidential

City Council

Meeting Date: 5/20/2024 **Resolution 19.**

SUBJECT
Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Jesus & Melba Ortiz for a proposed project located at 1220 Mier St., lot 5 block 691 Eastern Division that consists of residential single family, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ) 3. This agreement will be for a five-year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $180,000.00, estimated annual tax abatement total of $961.10 and estimated total fee waivers of $763.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. This project is located within City Council District III.

PREVIOUS COUNCIL ACTION
The City of Laredo Created a Neighborhood Empowerment Zone One, Zone Two, Zone Three, and Zone Four within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in Districts I, II, III, IV and VIII in the City of Laredo for the purpose of development.

BACKGROUND
The City of Laredo created the NEZ Program to improve City Council Districts I, II, III, IV and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Jesus & Melba Ortiz have proposed a new project located at 1220 Mier St. The project will be Rehabilitation - RESIDENTIAL SINGLE FAMILY on the property. The estimated capital investment of the project is $180,000.00. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
The project has an estimated capital investment total of $180,000.00, estimated annual tax abatement total of $961.10 and estimated total fee waivers of $763.00.

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- [x] A completed application form
- [x] **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- [x] Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- [x] A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- [x] A detailed line item budget showing the cost breakdown for the project
- [x] Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

☐ Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

N/A

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: Melba Ortiz Date: 10/6/2023

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** Jesus & Melba Ortiz
2. **Contact Person:** Melba Urdiales Ortiz
3. **Address:** 1420 Laredo St Laredo TX 78040
   Street City State Zip
4. **Phone Number:** 956 326-8502
5. **Fax No.:**
6. **E-Mail:** bestlilschoolhouse1@gmail.com
7. **Agent (if any):**

8. **Project Address:** 1220 Meer (Street) Laredo, TX (City, State) 78040 (Zip)

9. **Phone No.:** 9563268502

10. **E-Mail:** bestlilschoolhouse1@gmail.com

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
1220 Meer	78040	Eastern Division	5 & 6	691		

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

There are taxes past due ☐ Yes ☑ No
There are City liens ☐ Yes ☑ No
You (meaning the applicant, developer, associates, agents, principals) have been subject to an Order of Demolition where the property was demolished within the last 5 years. ☐ Yes ☐ No

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
N/A	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

Table 3 Number of Residential Units

Number of Unites	Percentage
N/A	

12. **For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities
N/A		

13. **What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. **For a mixed-use project, please indicate the percentage of all uses in the project in the following table.**

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
N/A		
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- ☑ 5 years
- ☐ More than 5 years
- ☐ Apartments
- ☐ Residential Owner Occupied
- ☐ Residential Rental Property
- ☐ Commercial

Development Fee Waivers

Select all that applies

- ☑ All building permit related fees (including Plans Review and Inspection
- ☑ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- ☑ Zoning application fee
- ☑ Board of Adjustment Application Fee
- ☑ Demolition Fee
- ☑ Structure Moving Fee
- ☑ Street Utility Easement vacation application fee

Impact Fee Waivers

☑ Water (Meter Size_____) (No. of meters_____) ☐ Transportation

IV. Release of City Liens

Are there any outstanding city liens pending

- ☐ Weed Liens
- ☐ Paving Liens
- ☐ Board up-open structure Liens
- ☐ Demolition Liens
- ☑ NONE
- ☐ I do not know

V. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers included those waived under expedited fee waiver process, and other incentives shall not be deemed approved of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers all applications certified under the expedited Building Permit fee waiver

Mubab ORTIZ	Mubab Ortiz	10/6/23
PRINTED OR TYPED NAME	AUTHORIZED SIGNATURE	DATE

Please email your application to:

Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
1413 Huston Street, Laredo, Texas 78040
P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at *www.cityoflaredo.com/building*

For Office Use Only

Application No._____ In which NEZ? _____ Council District _____

Application Completed Date:_____ Conform with Zoning? ☐Yes ☐No

Type: ☐Single Family ☐Multi-Family ☐Commercial ☐Industrial ☐Community Facilities ☐Mixed Use

Applicant is Property Owner ☐Yes ☐No

WEEBCAD Account No. _____

Consistent with the NEZ plan?	☐ Yes	☐No	Meet Mixed-Use Definition	☐Yes ☐N/A	☐No
Minimum Capital Investment?	☐ Yes	☐No	City liens on this property?	☐Yes	☐No
Rehabilitation at or higher than 25%?	☐ Yes ☐N/A	☐No	City liens other properties?	☐Yes ☐N/A	☐No
Tax current on this property?	☐ Yes	☐No			
Tax Current on other properties	☐ Yes	☐No			

	This Property		**Other Properties**
Weed Liens	☐ Yes	☐ No	☐ Yes ☐N/A ☐ No
Board-up/open structure liens	☐ Yes	☐ No	☐ Yes ☐N/A ☐ No
Demolition liens	☐ Yes	☐ No	☐ Yes ☐N/A ☐ No
Paving liens	☐ Yes	☐ No	☐ Yes ☐N/A ☐ No
Order of Demolition	☐ Yes	☐ No	☐ Yes ☐N/A ☐ No

Tax Department Certified? ☐ Yes ☐No Date certification issued: _____

Name: _____

Referred to: _____ Received by: _____

Building Department Director Staff

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. **Does the proposed project conform to the City of Laredo zoning?** ☑ Yes ☐ No

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☐ Single Family	☐ Multi- Family	☐ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☐ Owner Occupied
☐ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:** finishing existing structure

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** N/A

7. **Is this new construction or rehabilitation project?** ☐ **New Construction** ☑ **Rehabilitation**

8. **How much is the total development cost of your project?** $100,000.00

9. **Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☐ **Yes** ☐ **No**

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 7489 **sq. ft.**

11. **For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.**

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

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

THAT MANUEL GUTIERREZ, (hereinafter referred to as "Grantor") for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other good and valuable consideration to the undersigned in hand paid to Grantor by JESUS RODOLFO ORTIZ AND WIFE, MELBA URDIALES ORTIZ, (hereinafter "Grantee"), whose mailing address is 1220 Mier St., Laredo, Webb County, Texas 78040, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the original principal sum of ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100^{THS} DOLLARS ($185,000.00), payable to the order of Grantor, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Sigifredo Perez, III, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described as follows:

> Situated in Webb County, Texas and being Lots Number Five (5) and Six (6), in Block Number Six Hundred Ninety-One (691), in the EASTERN DIVISION of the City of Laredo, according to the original map or plat of said city.

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

OCT - 5 2023

Margie Ramirez Ibarra
Webb County Clerk
By
Deputy County Clerk

together with any and all improvements located thereon;

This conveyance is made and accepted subject to the following matters, reservations from, and exceptions to conveyance and warranty:

1. Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severances, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that such matters are still in effect, relating to the hereinabove described Property, including but not limited to the following:

   a. Zoning Regulations designating Residential and Business Zone within the City of Laredo, as per Zoning Ordinance of the City of Laredo, passed on August 2, 1983, and amendments thereto.

2. Current taxes on the Property having been prorated the payment thereof and of all subsequent taxes on the Property is assumed by Grantee.

3. **GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF , AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY (AND IMPROVEMENTS), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF**

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

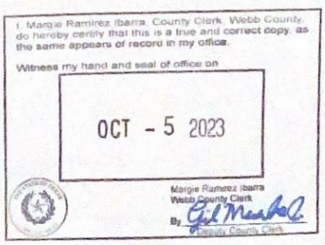
OCT - 5 2023

Margie Ramirez Ibarra
Webb County
By Deputy County Clerk

THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND IMPROVEMENTS; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, GRANTEE, FOR ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR SOIL CONDITION ON THE PROPERTY, HEREBY AGREEING TO INDEMNIFY GRANTOR AGAINST, AND HOLD GRANTOR HARMLESS FROM, ANY AND ALL CLAIMS, COSTS (INCLUDING ATTORNEY'S FEES), DEMANDS AND CAUSES OF ACTION ASSERTED BY ANY PERSON WITH RELATION TO THE PROPERTY OR ANY IMPROVEMENTS CONSTRUCTED THEREON, INCLUDING ALL SUCH CLAIMS, DEMANDS AND/OR CAUSES OF ACTION WHICH ARISE OR RESULT FROM, OR ARE ALLEGED TO ARISE OR HAVE RESULTED FROM GRANTOR'S NEGLIGENCE, IN WHOLE OR IN PART. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS AND WITH "ALL FAULTS."

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind Grantor and Grantor's heirs, personal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above



described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 12 day of SEPTEMBER, 2014.

GRANTOR(S):

MANUEL GUTIERREZ

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 12 day of SEPTEMBER, 2014 by MANUEL GUTIERREZ.

JANET GARZA
Notary Public, State of Texas
My Commission Expires
April 07, 2018

Notary Public, State of Texas

AGREED AND ACCEPTED:

JESUS RODOLFO ORTIZ

MELBA URDIALES ORTIZ

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

OCT - 5 2023

Margie Ramirez Ibarra
Webb County Clerk
By Gil Maeda
Deputy County Clerk

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 12 day of SEPTEMBER, 2014 by JESUS RODOLFO ORTIZ.

JANET GARZA
Notary Public, State of Texas
My Commission Expires
April 07, 2018

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 12 day of SEPTEMBER, 2014 by MELBA URDIALES ORTIZ.

JANET GARZA
Notary Public, State of Texas
My Commission Expires
April 07, 2018

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

Margie Ramirez Ibarra

COUNTY CLERK
WEBB COUNTY, TEXAS

Doc # 1212223
Recorded
9/15/2014 12:35:55 PM

Signed:
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees: $42.00

THE STATE OF TEXAS)(
COUNTY OF WEBB)(I, MARGIE RAMIREZ IBARRA,
Clerk of the County Court of Webb County, Texas, do hereby certify that the foregoing is a true and correct copy of the original Warranty Deed With Vendor's Lien as the same appears on record in my office, in Vol 3675 Page(s) 603-607 of the Offical Public Records of Webb County, Texas.

Witness my/Hand and Seal of Office this the 5th. day of October A.D., 2023

MARGIE RAMIREZ IBARRA Webb County Clerk
Webb County, Texas.

By Gil Morales Jr. Deputy
Gil A. Morales, Jr.

THE STATE OF TEXAS
WEBB COUNTY CLERK





Vargas Construction

Phone: 956-3086705

COST ESTIMATE

PLUMBING		20000.00
ELECTRICAL		37000.00
A/C		20000.00
STUCCO		20000.00
SHEETROCK		15000.00
FOAM		18000.00
KITCHEN		20000.00
BATHROOM		15000.00
PAINT		15000.00
TOTAL		180000.00

GV

Gilberto Vargas

GV Construction

Jésus Ortiz / Melba Ortiz

Clientes

NEZ INFORMATION

1. Resolution Number: 2024-R-00
2. Address: 1220 Mier St.
3. Owner: Jesus & Melba Ortiz
4. Email: bestlilschoolhouse1@gmail.com
5. Phone Number: 956-326-8502
6. Application Submittal Date: 11/20/23
7. Application Expiration:
8. Legal Description: Lot 5 Block 691 Eastern Division
9. Geo-ID: 437-00691-050
10. Property ID: 173105
11. Application #: 23-13681
12. Zoning: R1
13. City Council District: 3
14. NEZ District: 3
15. NEZ Type: RESIDENTIAL (SINGLE FAMILY)
16. NEZ Project: REHABILITATION
17. Property Use: Residential Single-Family
18. Square Footage: 10,249 sqft
19. Number of years abated: 5 yrs
20. Current Property value: $369,472.00
21. Capital Investment: $180,000.00
22. Estimated Total Permits Fees: $ 763.00
23. Estimated Annual Tax Abatement: $ 961.10
24. Estimated Total Tax Abatement: $ 4,805.51
25. City Council Meeting Date: 5/20/2024
26. Email Sent to Tax Department: 11/27/23
27. Property Liens: 0

PID 173105 | 1220 MIER ST

GENERAL INFO

ACCOUNT

Property ID: 173105
Geographic ID: 437-00691-050
Type: R
Zoning: R-1
Agent:
Legal Description: LOTS 5-6 BLK 691 ED

Property Use:

LOCATION

Address: 1220 MIER ST, LAREDO TX 78040

Market Area:
Market Area CD: EASTERN07
Map ID: 67
Zoning: R-1

PROTEST

Protest Status:
Informal Date:
Formal Date:

OWNER

Name: ORTIZ JESUS RODOLFO & WF
Secondary Name: MELBA URDIALES ORTIZ
Mailing Address: 1420 LAREDO ST LAREDO TX US 78040-5309

Owner ID: 10143060
% Ownership: 100.00
Exemptions:

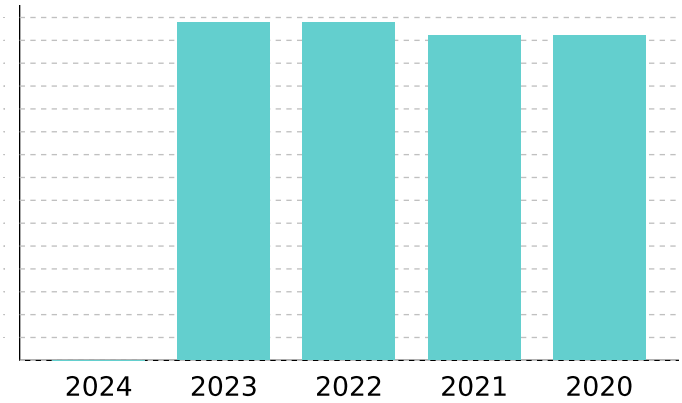


VALUES

CURRENT VALUES

Land Homesite:	$0
Land Non-Homesite:	$133,294
Special Use Land Market:	$0
Total Land:	$133,294
Improvement Homesite:	$0
Improvement Non-Homesite:	$236,178
Total Improvement:	$236,178
Market:	$369,472
Special Use Exclusion (-):	$0
Appraised:	$369,472
Value Limitation Adjustment (-):	$0
Net Appraised:	$369,472

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	$133,294	$236,178	$0	$369,472	$0	$369,472
2022	$116,512	$252,960	$0	$369,472	$0	$369,472
2021	$102,430	$252,960	$0	$355,390	$0	$355,390
2020	$102,440	$252,950	$0	$355,390	$0	$355,390

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C1	CITY OF LAREDO	0.533945	$369,472	$369,472
G3	WEBB COUNTY	0.385000	$369,472	$369,472
J2	LAREDO COLLEGE	0.267675	$369,472	$369,472
S1	LAREDO ISD	1.211800	$369,472	$369,472

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: Residential
State Code: A5

Improvement Value: N/A

Main Area: 7,489
Gross Building Area: 10,249

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MA	Main Area	VGOOD2	Stucco	0	2011	2011	3,975
MA2	2nd Story Main Area	VGOOD2		0	2011	2011	3,514
GAR	Detached Garage	VGOOD2		0	2011	2011	1,440
OP	Open Porch	VGOOD2		0	2011	2011	693
BAL	Balcony	VGOOD2		0	2011	2011	297
OP	Open Porch	VGOOD2		0	2011	2011	90
BAL	Balcony	VGOOD2		0	2011	2011	90
OP	Open Porch	VGOOD2		0	2011	2011	80
OP	Open Porch	VGOOD2		0	2011	2011	70

Improvement Features

MA Roof Covering: Composition Roll, Exterior Wall: Stucco, Foundation: Concrete_Slab, Roof Style: Flat

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
E_REG3	EASTERN DIVISION	0.2214	9,645	$6.91	N/A	N/A
E_REG3	EASTERN DIVISION	0.2214	9,645	$6.91	N/A	N/A

DEED HISTORY

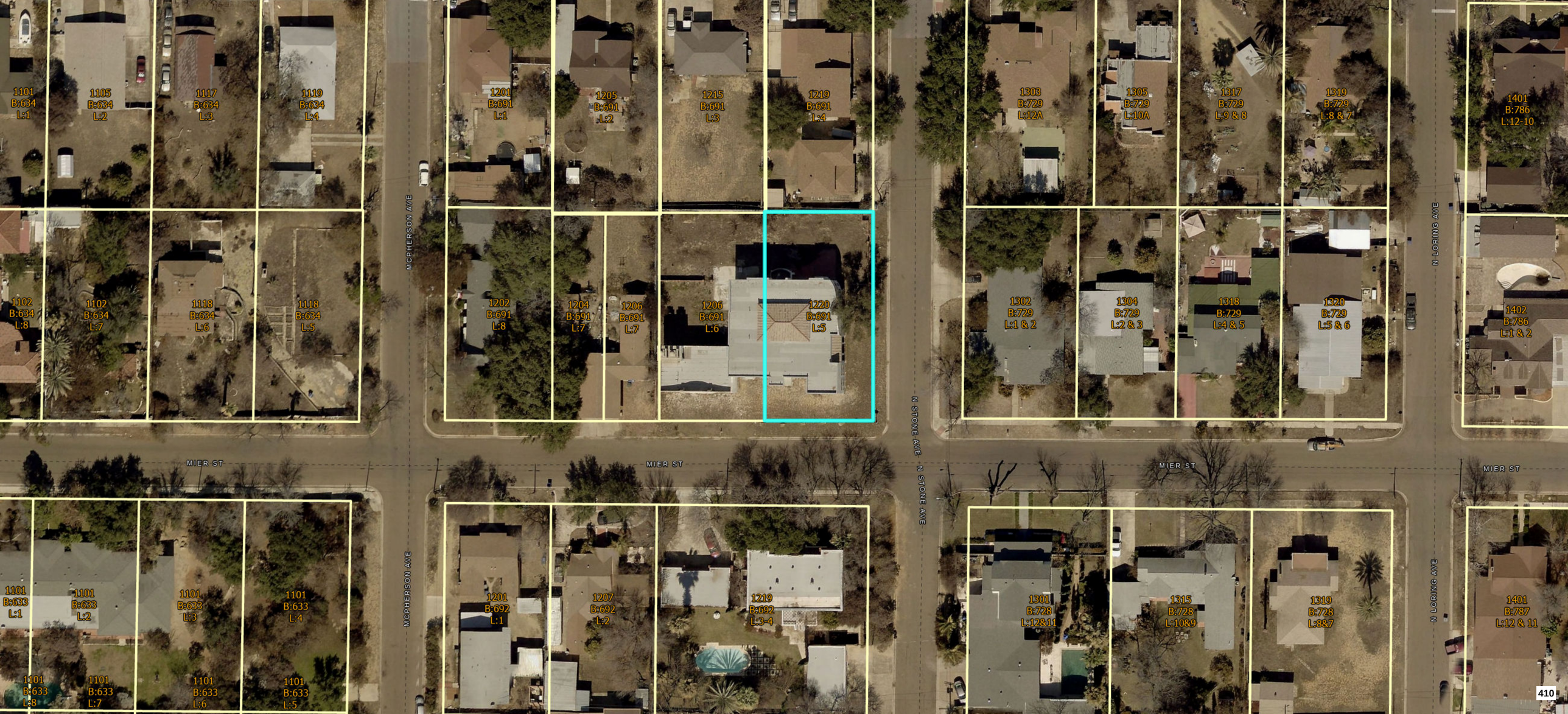
Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
9/12/14	WDVL	WARRANTY DEED/VENDE	GUTIERREZ MANUEL	ORTIZ JESUS RODOLFO & WF		3675	603	1212223
11/28/12	WD	WARRANTY DEED	CASTILLO ELLOY & MENDOZA	GUTIERREZ MANUEL		3351	793	1151836
12/11/09	GWDVL	GENERAL WARRANTY	WEBER LOUIS H & WF JANICE A	CASTILLO ELLOY & MENDOZA		2861	135	1057188
12/17/93	OT	Other	SULACK PAUL C MRS	WEBER LOUIS H & WF JANICE A		173	517	508345

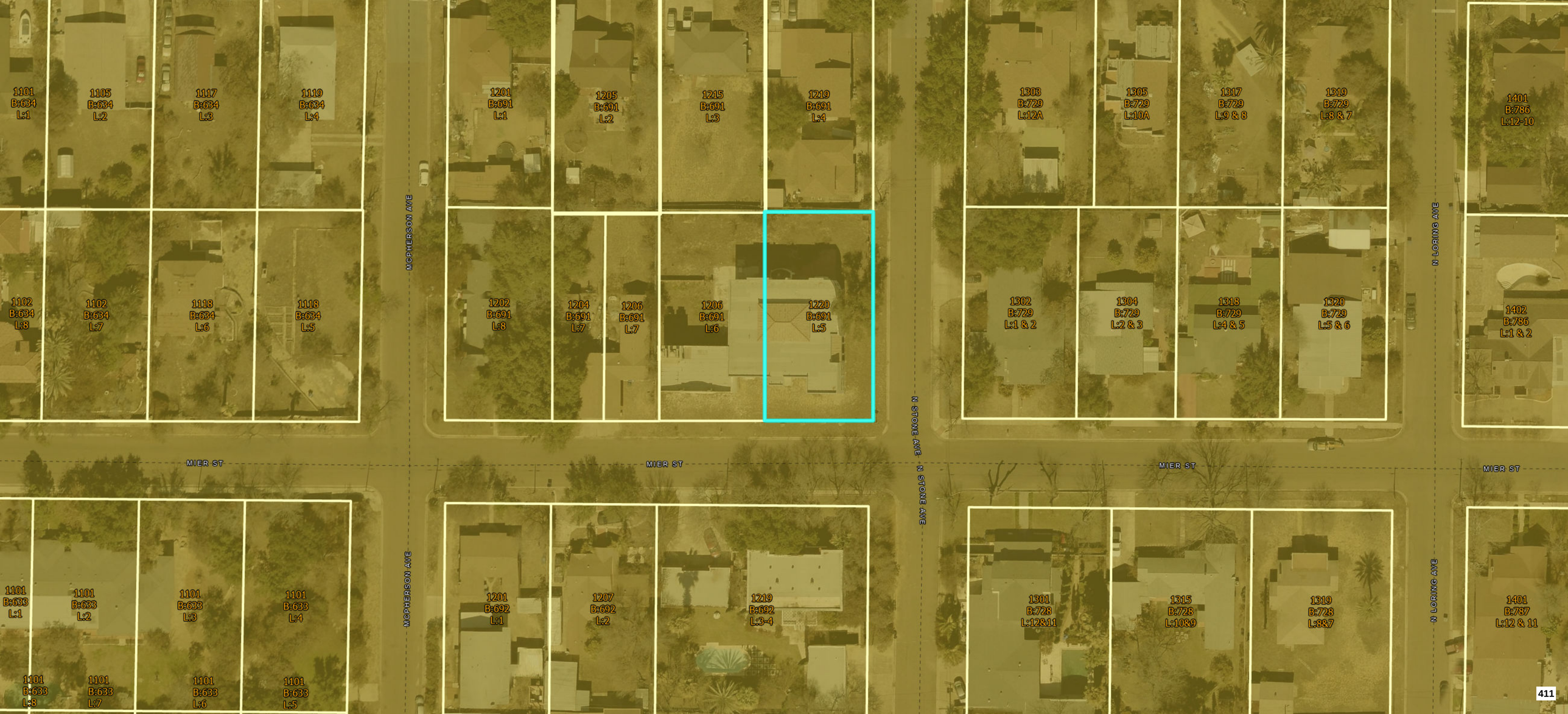
RESIDENTIAL NEW CONSTRUCTION
NEZ TAX ABATEMENT AND PERMIT FEE CALCULATIONS

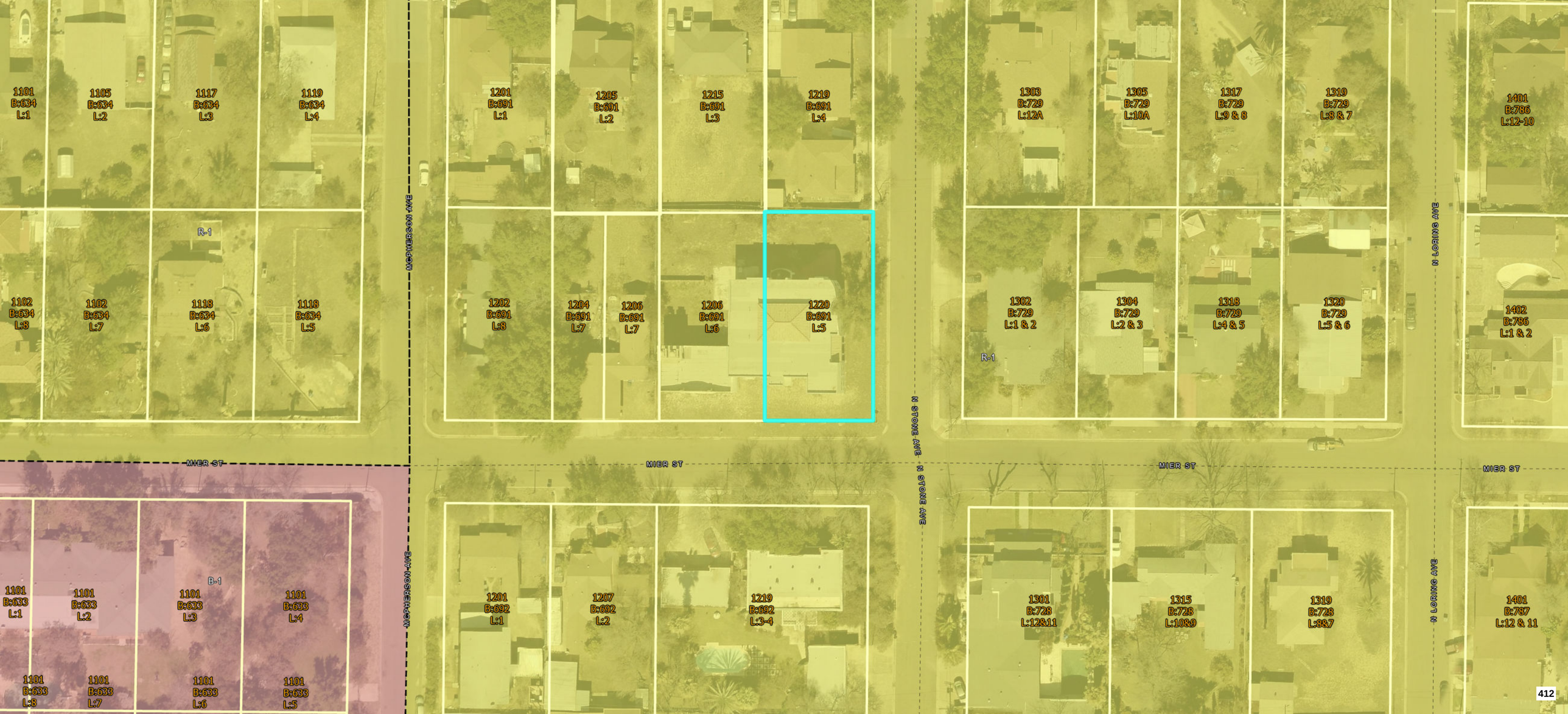
1220 Mier St

CAPITAL INVESTMENT	$180,000.00
CURRENT PROPERTY VALUE	$369,472.00
CURRENT ANNUAL CITY TAX	$1,972.78
SQUARE FOOTAGE	7,489
BUILDING PERMIT	$118.00
ELECTRICAL PERMIT	$180.00
MECHANICAL PERMIT	$130.00
PLUMBING PERMIT	$185.00
DEMO PERMIT	$0.00
ROW PERMIT	$150.00
PROPOSED NEW PROPERTY VALUE	$549,472.00
PROPOSED NEW ANNUAL CITY TAX	$2,933.88
TOTAL PERMIT FEES	$763.00
NUMBER OF YEARS TAX ABATEMENT	5
CITY TAX RATE	0.534%
RESIDENTIAL	$0.00
ANNUAL TAX ABATEMENT	$961.10
TOTAL TAX ABATEMENT	$4,805.51


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1315 B:728 L:10&9
1319 B:728 L:8&7
1401 B:787 L:12 & 11
412

Mercedes H. Camacho

From: Sara A. Flores
Sent: Monday, November 27, 2023 3:27 PM
To: Mercedes H. Camacho
Cc: Roland H. Lozano, Jr.; Dora A. Maldonado
Subject: RE: NEZ 1220 Mier St

Good Afternoon Ms. Camacho,

I didn't find any liens for address: 1220 Mier St.

Thank you,

Sara Flores

City of Laredo Tax Office – Misc. Receivables Division
Physical Address: 1102 Bob Bullock Loop Laredo, TX 78043
Mailing Address: PO Box 6548, Laredo, TX 78042-6548
Tel: (956) 727-6409
Fax: (956) 727-6410



From: Mercedes H. Camacho <mcamacho@ci.laredo.tx.us>
Sent: Monday, November 27, 2023 2:11 PM
To: Dora A. Maldonado <dmaldonado@ci.laredo.tx.us>; Sara A. Flores <sflores@ci.laredo.tx.us>
Cc: Roland H. Lozano, Jr. <rlozano1@ci.laredo.tx.us>
Subject: NEZ 1220 Mier St
Importance: High

Good Afternoon,

Can you please check the tax status for 1220 Mier St Lot 5 Block 691 Eastern Division
Can you also check if this property has any city, weed, board-up, demolition, Paving, order of Demolition Liens?

Thank you,

Mercedes H. Camacho

Street Cut Inspector
Building Development Services
1413 Houston
Laredo, Tx. 78040
Office (956) 794-1625

Please email your application to:

Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
1413 Huston Street, Laredo, Texas 78040
P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at ***www.cityoflaredo.com/building***

For Office Use Only

Application No._____ In which NEZ? 3 Council District 3

Application Completed Date: 02/07/2022 Conform with Zoning? ☑ Yes ☐ No

Type: ☐ Single Family ☑ Multi-Family ☐ Commercial ☐ Industrial ☐ Community Facilities ☐ Mixed Use

Applicant is Property Owner ☑ Yes ☐ No

WEEBCAD Account No. 437-00691-050

Consistent with the NEZ plan?	☑ Yes	☐ No	Meet Mixed-Use Definition	☐ Yes	☑ N/A ☐ No
Minimum Capital Investment?	☑ Yes	☐ No	City liens on this property?	☑ Yes	☐ No
Rehabilitation at or higher than 25%?	☑ Yes ☐ N/A	☐ No	City liens other properties?	☐ Yes	☑ N/A ☐ No
Tax current on this property?	☑ Yes	☐ No			
Tax Current on other properties	☑ Yes	☐ No			

	This Property		**Other Properties**	
Weed Liens	☐ Yes	☑ No	☐ Yes	☑ N/A ☐ No
Board-up/open structure liens	☐ Yes	☑ No	☐ Yes	☑ N/A ☐ No
Demolition liens	☐ Yes	☑ No	☐ Yes	☑ N/A ☐ No
Paving liens	☐ Yes	☑ No	☐ Yes	☑ N/A ☐ No
Order of Demolition	☐ Yes	☑ No	☐ Yes	☑ N/A ☐ No

Tax Department Certified? ☑ Yes ☐ No Date certification issued: 11-27-23

Name: Sara A. Flores

Referred to: Elsa Hinojosa Received by: Roland H. Lozano, Jr.

Building Department Director Staff

REV 12-2020

RESOLUTION NO. 2024-R-166

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JESUS & MELBA ORTIZ FOR A PROPOSED RESIDENTIAL (SINGLE FAMILY) PROJECT LOCATED AT 1220 MIER ST., LOT 5 BLOCK 691 EASTERN DIVISION THAT CONSISTS OF REHABILITATION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) 3. THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $180,000.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $961.10 AND ESTIMATED TOTAL FEE WAIVERS OF $763.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Jesus & Melba Ortiz is proposing a Residential (Single Family) project located at 1220 Mier St., Lot 5 Block 691 Eastern Division, located within the NEZ 3, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1220 Mier St. is hereby approved for fee waivers which will approximately total $763.00 and tax abatement which will approximately total $961.10 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2024.

BY: _____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between Jesus & Melba Ortiz, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo, pursuant to the provisions of Chapter 312 of the Texas Tax Code and Chapter 378 of the Texas Local Government Code Has Created a Neighborhood Empowerment Zone, thereby making the area eligible as a reinvestment zone for tax abatement and other incentives;

WHEREAS, the Neighborhood Empowerment Zone ("Zone") was created by the City of Laredo on March 18, 2013 and is fully described in Resolution No. 2013-R-023;

WHEREAS, the owner of the land located within said Neighborhood Empowerment Zone and municipally known and numbered as 1220 Mier St., ("Property") which Exhibit "A" attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, For and in consideration of the mutual covenants and agreements herein contained the City and the Owner have agreed as follows:

I. TERM

This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Owner shall cause to be constructed a new project located, at the Property that consists of a Single Family building with an estimated value of at least $180,000.00. Owner agrees to limit the use of the property described herein for the Single Family use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Owner certifies that the Single Family project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of the force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure.

For purposes of this Agreement, force majeure shall mean an event beyond Owner's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

Owner covenants that the project shall be new construction in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a Single Family use. The project shall be in full compliance with all applicable City of Laredo codes and Regulations.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Owner a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The total estimated amount of the Abatement for the Term shall be approximately $4,805.51. The total certified Base Value for year 2023 as determined by the Webb County Appraisal District is $369,472.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, Street cut permit, water permit and sprinkler system permit for development of the Property. The estimated amount of permit fees to be waived is approximately $961.10.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

During the Term of the Agreement and one year following the expiration of the Term, the City shall have access to the Property to inspect and confirm compliance with the terms and conditions of this Agreement. The City shall provide Owner with advance notice of inspections and they shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Owner shall certify annually to the City that it is compliance with each applicable term of this Agreement. The City shall have the right to inspect the Property. Owner shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any inspection and audit of records. Failure to cooperate with the inspections and audits requested by the City shall be an event of default.

VI. DEFAULT AND RECAPTURE

In the event Owner shall be in default of this Agreement, for any reason fails to substantially comply with the development of the property, discontinues the Single Family Development operations as required by the terms of this Agreement, or if any representation made by Owner is false or misleading in any material aspect, then the City in its sole discretion may terminate this Agreement if default is not cured within Sixty (60) days after receipt of written notice by the City to Owner. If the City terminates this Agreement as a result of default by Owner, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of Termination, a bill for the total amounts due will be sent to Owner, and Owner hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if Owner fails to timely pay the bill.

VII. TERMINATION AT WILL

If the City and Owner mutually determine that the development or use of the Property is no longer appropriate or feasible, or that a better use is preferable, the City and Owner may terminate this Agreement in writing signed by both parties. In the event of mutual termination there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the state of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall inure to the benefit of and be binding upon the City and Jesus & Melba Ortiz and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2024, by City of Laredo.

City of Laredo

BY: _____

Joseph W. Neeb

City Manager

ATTEST:

_____

Mario Maldonado, Jr.

City Secretary

APPROVED AS TO FORM:

_____

Doanh “Zone” T. Nguyen

City Attorney

Executed this the day of _____, 2024, by **Owner(s)**

Owners(s) or Authorized Agent:

_____

Printed Name: ___Jesus Ortiz_

_____

Printed Name: _____Melba Ortiz_____

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Resolution 20.**

SUBJECT
Authorizing the City Manager to submit a grant application in the amount of $25,000,000.00 to the U.S. Department of Housing and Urban Development, under the Preservation & Reinvested Initiative for Community Enhancement (PRICE) Grant, which will focus on affordable housing preservation by encouraging revitalization and enhancement activities to preserve existing manufactured housing communities (MHCs), and manufactured housing units, including the repair, rehabilitation, and replacement of existing manufactured homes. No match will be required.

PREVIOUS COUNCIL ACTION
On May 6, 2024, a public hearing was held at City Council Chambers to allow the public and City Council to submit any comments on the PRICE Grant application.

BACKGROUND
HUD issued a Notice of Funding Opportunity (NOFO) which appropriates $225 million in competitive grant funding for the preservation and revitalization of manufactured housing and eligible manufactured housing communities. Congress has directed HUD to undertake a competition using the Community Development Block Grant (CDBG) statutory and regulatory framework for this first-of-its-kind initiative. The Preservation and Reinvestment Initiative for Community Enhancement supports communities in their efforts to maintain, protect, and stabilize manufactured housing and manufactured housing communities (MHCs).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this resolution be passed.

Fiscal Impact

Fiscal Year:	2023-2024
Budgeted Y/N?:	N
Source of Funds:	HUD
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial impact at the time of submittal of grant application.

RESOLUTION NO. 2024-R-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $25,000,000.00 TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), UNDER THE PRESERVATION & REINVESTED INITIATIVE FOR COMMUNITY ENHANCEMENT (PRICE) GRANT. WHICH WILL FOCUS ON AFFORDABLE HOUSING PRESERVATION BY ENCOURAGING REVITALIZATION AND ENHANCEMENT ACTIVITIES TO PRESERVE EXISTING MANUFACTURED HOUSING COMMUNITIES (MHCS), AND MANUFACTURED HOUSING UNITS, INCLUDING THE REPAIR, REHABILITATION, AND REPLACEMENT OF EXISTING MANUFACTURED HOMES. NO MATCH REQUIRED.

Whereas, the U.S. Department of Housing and Urban Development (HUD), announced in February 2024 the grant opportunity under PRICE.

Whereas, the City of Laredo invited community members to comment on this grant application during the public comment period hosted on May 5, 2024 and ended May 19, 2024.

Whereas, the *City council of the City of Laredo* designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing the City Manager to submit a grant application in the amount of $25,000,000.00 to the U.S. Department of Housing and Urban Development, under the Preservation & Reinvested Initiative for Community Enhancement (PRICE) grant, which will focus on affordable housing preservation by encouraging revitalization and enhancement activities to preserve existing manufactured housing communities (MHCs), and manufactured housing units, including the repair, rehabilitation, and replacement of existing manufactured homes. No match required.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 21.**

SUBJECT
Ratifying the execution of a service agreement between the City of Laredo Detoxification and Mateo Reyes, M.D. for services necessary within scope of practice for appropriate treatment of City of Laredo Detoxification Department patients, medical, and prescriptive authority oversight in the amount of $21,666.66 per month, for $260,000 per year. Total contract will be for 32 months, for a total not to exceed $693,333. Funding is available in the American Rescue Plan Act Fund.

PREVIOUS COUNCIL ACTION
Council had previously approved a 6 month-to-month service agreement for $10,000 a month until a permanent provider was contracted. Dr. Mateo Reyes has agreed to be the Center's permanent medical director.

BACKGROUND
The Provider agrees to render all physician services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules, regulations, standards and guidelines in effect with Texas Health & Human Services Commission and Chapter 448 guidelines.

Provider also agrees to render medical and prescriptive authority oversight for a period of 32 months.

As the center continues to admit patients it has become evident that the level of care for 24 beds is extensive, thus requiring the physician to dedicate a substantial amount of time to the center round the clock.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the motion. Dr. Reyes has been the acting medical director for the center developing protocols, providing physician services, follow-ups, and being the authorized prescriptive authority for controlled medications so that the center may operate a dispensing pharmacy on site.

Fiscal Impact

Fiscal Year:	FY 24, FY 25, FY26
Budgeted Y/N:	Y
Source of Funds:	ARPA
Account #:	271-7410-543-5528

Change Order: Exceeds 25% Y/N: Y

FINANCIAL IMPACT:
Funding is available in the American Rescue Plan Act.

INDEPENDENT CONTRACTOR – MEDICAL DIRECTOR

PARTIES

This Independent Medical Agreement ("Agreement"), created on May 1st, 2024, is executive between City of Laredo Detoxification Department, ROOTS Recovery Center ("Center"), and Mateo Reyes ("Physician").

The Center and the Physician are each referred to as a "Party" and, collectively, as the "Parties" agree to the following:

NATURE OF THE AGREEMENT

The Center seeks a Physician to serve as Medical Director for the Detoxification Department's 24-bed in-patient medical detoxification and crisis stabilization facility. The medical director services required are as follows:

- Appropriate supervision of a mid-level provider
- Prescriptive Authority
- Chart Reviews
- Approval of admissions & discharges
- Standing Orders
- Consultation for complex patients
- Be available for on-call services to assist in medical emergencies

CONSIDERATIONS & PAYMENT

The Physician shall receive a monthly compensation in the amount of twenty-one thousand six-hundred sixty-six dollars and sixty-six cents ($21,666.66) payable within 30 days after receipt of invoice.

The Center engages and retains the Physician to provide the services and the Physician hereby accepts such engagement and agrees to provide the services.

TERMS & TERMINATION

This Agreement shall be effective as of the date set forth and shall continue through December 31st, 2026.

This Agreement may be terminated with a 30-day written notice by either Party, immediately upon material breach of either party of the provisions under this Agreement, suspension or withdrawal of license, or as deemed necessary by the applicable regulatory authorities.

CONVENANTS, REPRESENTATIONS, & WARRANTIES

The Center represents and warrants that is authorized to operate and perform clinical services and transactions, licensed in accordance with the laws and regulations of the State of Texas.

The Physician represents and warrants that he is licensed and authorized to perform the medical services for the Center, and is trained, experienced, and certified.

The Center shall furnish the Physician with reasonable administrative support to accomplish the duties and responsibilities under this Agreement.

The Center shall periodically evaluate Physician's performance under this Agreement.

The Physician is hereby retained to work for the Center and agrees to devote time, energy, and skills to deliver the duties and obligations stated in this Agreement.

GENERAL PROVISIONS

RELATIONSHIP

The Physician acknowledges that this Agreement does not constitute an employment relationship with the Center. The Physician shall remain as a non-exclusive independent contractor hereunder.

COMMUNICATION

All forms of communication must be written and promptly delivered to the receiving Party through email.

All shared information during the performance of this Agreement shall be deemed confidential, and the Parties shall protect such information from any third party.

APPLICABLE LAW

This Agreement and the interpretation of its terms will be under the laws of and subject to the exclusive jurisdiction of the State of Texas.

SIGNATURE

IN WITNESS WHEREOF, each of the Parties has executive these agreements as of the day and year set forth above.

CITY OF LAREDO

ROOTS RECOVERY CENTER authorized signature:

_____ **Date:** _____

Joseph Neeb
City Manager

_____ **Date:** _____

Viviana Martinez, Ph.D., DHA, LCDC, CART, QMHP
Detoxification Director
1300 Chicago St.
Laredo, Texas 78040
956-679-2826

APPROVED AS TO FORM

_____ **Date:** _____

Amber Holmes
Assistant City Attorney

_____ **Date:** _____

Mario Maldonado, Jr.
City Secretary

Physician:

_____ **Date:** _____

Mateo Reyes, MD
3527 Jaime Zapata Memorial Hwy #101
Laredo, Texas 78046

City Council

Meeting Date: 5/20/2024 **Consent Agenda 22.**

SUBJECT
Consideration to award a professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas, in an amount not to exceed $65,021.00 for the Bruni Plaza Building, located at 1120 San Bernardo Avenue to provide professional architectural & engineering services, including an assessment report to review the existing building condition and system, provide enhancement recommendations and upgrades necessary to be able to utilize the building for future office space in compliance with current building codes. Contract time is 75 calendar days. Funding is available in the 2023 Certificate of Obligation.

PREVIOUS COUNCIL ACTION
On October 3, 2022 City Council approved the selection of consultants for RFQ FY22-ENG-37 General Architectural Services for Existing Buildings, Facilities, Other Amenities and Proposed Construction Projects FY2023 - FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 4, 2022, and ending September 30, 2026. Six (6) firms responded to the Request for Qualifications on or before Thursday, September 1, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. Sepulveda Associates Architects, Inc., Laredo, Texas
2. ABLE City, LLC., Laredo, Texas
3. Slay Architecture, LLC., Laredo, Texas
4. Redline Architecture, LLC., Laredo, Texas
5. Cavazos & Associates Architects, PLLC., Laredo, Texas

BACKGROUND
Sepulveda Associates Architects, Inc. (SAA, Inc.) will provide professional architectural - engineering services to the City of Laredo for a facilities assessment report of the present Bruni Plaza Building located at Bruni Plaza 1120 San Bernardo Avenue, Laredo, Texas 78040. The assessment report will review the existing building condition and systems and provide enhancement recommendations - upgrades necessary in order to be able to utilize the building for future office space in compliance with current building codes.

DETAIL SCOPE:
SAA, Inc. will provide architectural, engineering consultant building assessment services with recommendations that include, but are not limited to the following:
• Brief site - building history,
• Document existing program of requirements - existing room size survey,

• Building code review - assessment revealing any non-compliance requirements,
• Review compliance with Texas Accessibility Standards (TAS) for handicap accessibility requirements,
• Building components description and assessment, including flooring, walls, ceilings, and roof, doors, windows, hardware, etc.
• Document - confirm accurate existing building architectural survey and 2D floor plan and exterior elevations,
• Document and assess the building structural framing, and related components by team structural engineering consultant,
• Provide - update an architectural site survey utilizing previous construction documents, *a civil surveying with underground utilities is not included in this phase - scope,*
• Review - assess existing mechanical (HVAC), electrical (power and lighting) and plumbing systems with recommendations by team MEP engineering consultant, (Note: assistance from City maintenance crews will be requested for input)
• Review - assess exiting fire alarm, security - burglar alarm, CCTV and data -information technology - special systems with recommendations by team MEP engineering consultant, (Note: assistance from City maintenance and IT crews will be requested for input)
• SAA, Inc. will explore a possible expansion within the present footprint through possible schematics to develop options for consideration,
• Develop a cost estimate(s) - probable costs for general remodeling, expansion options, and proposed enhancements, (Note: any proposed expansion recommendations to the building will be within the building footprint).

Summary compensation fee:
1. Basic Compensation: $59,110.00
2. Fee Allowance: (Additional Services) $ 5,911.00 - if required
Total Fee with Items No. 1, 2 above: $65,021.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion,

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	2023 Certificate of Obligation.
Account #:	476-2790-535-9301
Change Order: Exceeds 25% Y/N:	SP2405

FINANCIAL IMPACT:
Funding is available in the 2023 Certificate of Obligation.

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

April 19, 2024

Mr. Ramon E. Chavez, P.E.
Laredo City Engineer - Director
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78042

Re: Architectural/Engineering Fee Proposal
Bruni Plaza Building Assessment Report

Mr. Chavez,

Sepulveda Associates Architects, Inc. (SAA, Inc.) is honored again to be given the opportunity to provide professional architectural – engineering services to the City of Laredo for a facilities assessment report of the present Bruni Plaza Building located at Bruni Plaza 1120 San Bernardo Avenue, Laredo, Texas 78040. The assessment report will review the existing building condition and systems and provide enhancement recommendations - upgrades necessary in order to be able to utilize the building for future office space in compliance with current building codes.

DETAIL SCOPE:

SAA, Inc. will provide architectural, engineering consultant building assessment services with recommendations that include, but are not limited to the following:

- Brief site – building history,
- Document existing program of requirements - existing room size survey,
- Building code review – assessment revealing any non-compliance requirements,
- Review compliance with Texas Accessibility Standards (TAS) for handicap accessibility requirements,
- Building components description and assessment, including flooring, walls, ceilings, and roof, doors, windows, hardware, etc.
- Document – confirm accurate existing building architectural survey and 2D floor plan and exterior elevations,
- Document and assess the building structural framing, and related components by team structural engineering consultant,
- Provide – update an architectural site survey utilizing previous construction documents, *a civil surveying with underground utilities is not included in this phase - scope,*
- Review – assess existing mechanical (HVAC), electrical (power and lighting) and plumbing systems with recommendations by team MEP engineering consultant, (Note: assistance from City maintenance crews will be requested for input)
- Review – assess exiting fire alarm, security – burglar alarm, CCTV and data – information technology - special systems with recommendations by team MEP engineering consultant, (Note: assistance from City maintenance and IT crews will be requested for input)
- SAA, Inc. will explore a possible expansion within the present footprint through possible

schematics to develop options for consideration,

- Develop a cost estimate(s) – probable costs for general remodeling, expansion options, and proposed enhancements, (Note: any proposed expansion recommendations to the building will be within the building footprint).

ASSUMPTIONS:

We understand that Bruni Plaza is a historic designated "local" site and any proposed design hardscape modifications to the present site – plaza, beyond maintenance and general landscaping, would require "possibly" approval from the City's Historic District / Landmark Board or City Administration in order for the modifications – enhancements to be executed. At this time, no directive has been given to develop any plaza site hardscape designs or enhancements.

We further understand that the existing building at the Bruni Plaza site is not historically designated at the local or state (THC) levels. Therefore, any proposed studies and recommendations to the interior floor plan and exterior elevations will not require presentations and/or design approvals at this assessment phase or for the securing of the building permits in the future – Phase II scope (implementation of assessment recommendations).

All work, research, surveys, schematics, documentation, recommendations etc. for the preparation of the assessment report will be prepared based on site observations, use of record drawings, with possible assistance from City Maintenance and IT crews. No extensive time or exhaustive research or investigations, on-site testing of materials, or detailed diagnosis of MEP – special systems equipment is included in this proposal.

COORDINATION:

SAA, Inc. will coordinate all phases of work with the assigned City Engineering staff and coordinate as needed to address issues and/or other matters relevant to the orderly completion of the work.

PROJECT SITE:

The proposed project site is located at 1120 San Bernardo Avenue, with the legal description per Webb CAD as ALL OF BLOCK 194 WESTERN DIVISION, BRUNI PLAZA "PUBLIC LIBRARY" – BRUNI PLAZA in Downtown Laredo and is owned by the City of Laredo. We assume the site is properly platted and zoned for the present library and office use.

TEAM CONSULTANTS:

- **SAA, Inc. –**
  Lead Architect of Record and Project Management will include the following team consultants:
- **Synergy Structural Engineering, Inc.**
  Professional Structural Report (based on visual observations) with recommendations for code requirements, if required, and review of foundation slab surfaces, walls (interior and exterior) and roof framing (of various remodeling and expansions).
- **NRG Engineering, Inc.**
  Professional services for design of Mechanical / Electrical / Plumbing and Special systems. (Note: assistance from City maintenance and IT crews will be required for input)

Note: No services for a civil survey, civil engineering, landscaping, sound, audio-visual, geo-technical, materials testing, environmental – asbestos abatement report are included in this proposal and will be provided by the Owner, if required, at a later date.

COMPENSATION:
SAA, Inc. proposes to be compensated for the assessment report of subject building in order to be able to utilize the building for future office space ***a total of $65,021.00 (Includes 10% allowance for unanticipated services) as herein provided (See attached breakdown - spreadsheet)***. **This fixed fee includes the *architectural, structural, mechanical, electrical, plumbing consultant disciplines.*** Compensation during the assessment phase shall be made at the end of every month (based on percentage completed) and/or at the conclusion of the consultant service phase whichever comes first, plus the reimbursable expenses incurred during the billing period.

Basic Fee Total A/E Compensation Pay and Task Schedule is proposed:

Task One:	**Assessment Phase**	**$65,021.00**	**45-75 Cal. Days**
Total		**$65,021.00***	

Note: See attached fee breakdown – spread sheet. We request that no retainage be placed on our services during our phased billings as this is not standard in the professional services industry.

Additional Consultant Fees: In anticipation of uncovered or unforeseen building/site conditions or request for additional scope - reports which may be required by City, State or Federal authorities, a sum of 10% of the Basics Services Fee totaling $5,911.00 is set aside for additional professional services as needed. This allowance amount will be reserved for approval by the Owner, if required.

PRINTING / ECOPIES
SAA, Inc. will provide two hard copies of the report and an Acrobat PDF electronic file(s) of the final assessment report for the Owner's use and records.

SUMMARY COMPENSATION FEE SUMMARY:

1. Basic Compensation:	**$59,110.00**
2. Fee Allowance: (Additional Services)	**$ 5,911.00 – if required**
Total Fee with Items No. 1, 2 above:	**$65,021.00**

SERVICES NOT INCLUDED:

- No additional fees, at this time, for *unforeseen or anticipated* structural, MEP design and assessment beyond basic items described in services under "Consultants" above.
- No additional fees beyond described in the fee proposal.

REIMBURSABLE EXPENSES:

We propose to be compensated for reimbursable expenses at 1.10 times the actual expense incurred by Sepulveda Associates Architects, Inc. Reimbursable expenses include, but may not be limited to the following items: (All items will require an amendment to our Formal Agreement)

- Travel expenses, food and lodging, and transportation outside the Laredo city limits with advanced approval by Owner at cost plus 1.10,

- Special mailing or shipping expenses of printed data, drawings, samples, etc. at cost plus 1.10,
- Major progress CAD / Revit plotting and/or printing at the end of each phase or review milestones are included in the cost of the basic services. *Major drawing changes after approvals* will be charged at per architect's and respective consultant's hourly rates, additional plotting, or printing multiple sets of documents will be charged at the current commercial printing rates plus 1.10.

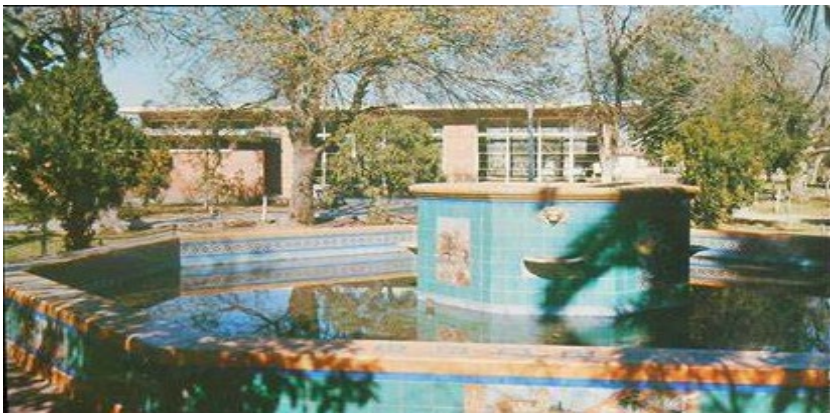
SEPULVEDA ASSOCIATES ARCHITECTS, INC., takes great pride in giving personal attention to individual projects, from early consultation with clients to determine needs and objectives, to observation of the construction project to ensure that the client's needs and objectives are successfully met.

We are thankful that the City of Laredo has awarded **Sepulveda Associates Architects, Inc.** professional architectural and engineering building assessment services for the **Bruni Plaza Building** at Bruni Plaza in downtown Laredo. Please contact us if you require additional information. SAA, Inc. looks forward to working with you, and City Engineering appointed staff on this downtown project.

Appreciatively,

Roberto J. Sepulveda, Architect, AIA
President, Sepulveda Associates Architects, Inc.

Attachments: SAA, Inc. Fee Breakdown dated 4-19-24
Copy: Evelyn Gomez, Administration Engineering Associate I
John Orfila, City of Laredo, Public Works Director

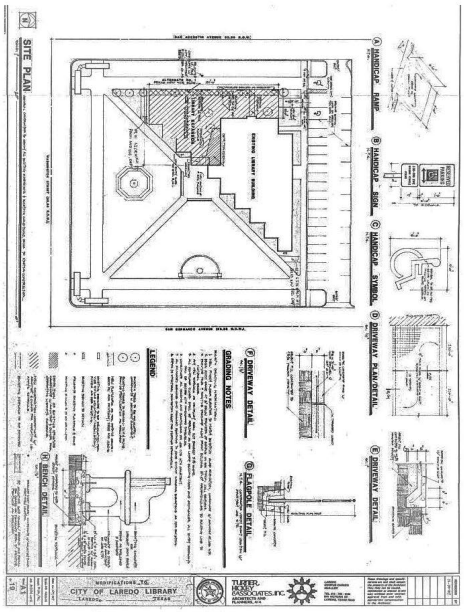


Chamber of Commerce Building circa early 1970's



Current Bruni Plaza & Branch Library

Public Library / Media Center



Project: **Bruni Plaza Branch Library Improvements**

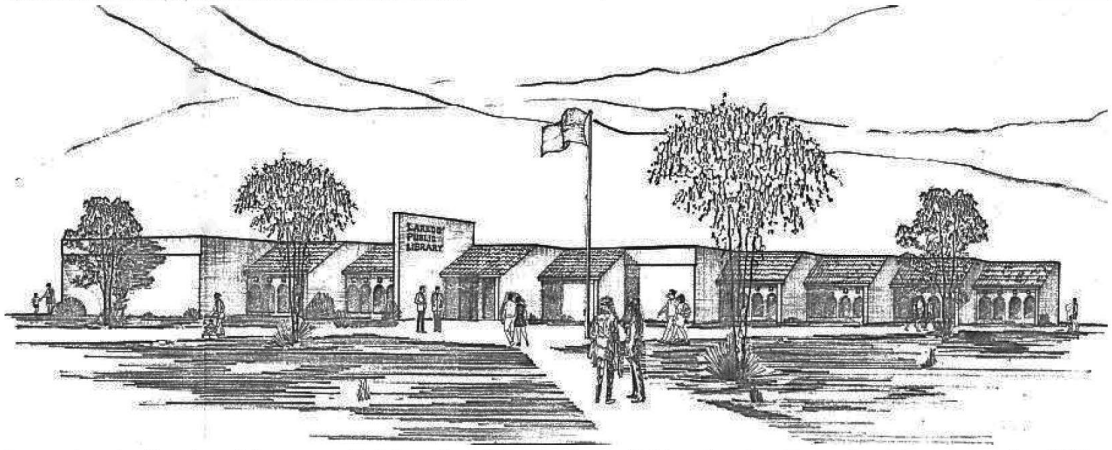
Owner: City of Laredo
General Contractor: Leyendecker Construction Inc. and Others over four projects
Construction Cost: Approx. $2.6 Million for various projects
Completion Date: 1987 (Children's Library design) RJS w/ THA, 1992 (Improvements), 1998 (Library / Building Services Conversion, 2004 (Repairs) and 2016 (Roof Replacement - Contractor: Argio Roofing)

Architect: TH&A - Designed by R.J. Sepulveda, 1987

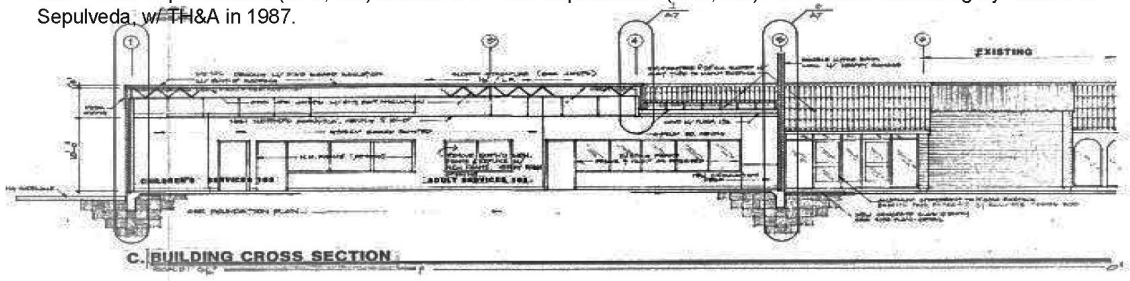
Architect: Sepulveda Associates Architects, Inc. 1992, 1998, 2004 and 2016-18

Description: The historic Bruni Plaza Branch Children's Library was added and completely modernized the mid seventies library through a master plan. The 1987 project was designed by R.J. Sepulveda at the time with his association with TH&A. Interior upgrades were developed and executed in 1992, and completely modernized and expanded in 1998 which included a police substation and the recent building development services / planning departments. The modernization and new construction were all coordinated and executed in phases. The built-up modified roofs were designed for repair and replaced 2004 and 2016 respectively.

Contact: Alejandro Labrada, 795-2000, Former P.M.



Former Laredo Chamber of Commerce Building - Bruni Branch Library Children Services Expansion & Improvements - 1987 (RJS w/ THA), 1992 - Library improvements (SAA, Inc.), 1998 - Conversion to Building Development Services (SAA, Inc.), 2004 - Roof Improvements (SAA, Inc.) and 2016-17 Roof Replacement (SAA, Inc.) Hand Drawn Rendering By Roberto J. Sepulveda, w/ TH&A in 1987.



1987 Hand Technical Drawings by RJS for Library, Police Substation, Bldg and Planning Depts, Improvements in '92, '98 - SAA, Inc. - Approx. 85% of technical drawings designed and drawn by R. J. Sepulveda as initialed on drawings.

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
CITY OF LAREDO
BRUNI PLAZA BUILDING ASSESSMENT REPORT

ASSESSMENT PHASE				
Architectural				
Classification	**Rate**	**Hours**	**Cost**	**Subtotal**
Architect - Principal RJS	$ 225.00	80.00	$ 18,000.00	
Architect - PM RSS	$ 175.00	60.00	$ 10,500.00	
Architect - PM RDS	$ 150.00	40.00	$ 6,000.00	
Architect - MAS	$ 125.00	10.00	$ 1,250.00	
CADD Tech. - JH	$ 110.00	10.00	$ 1,100.00	
Cost Estimating - Principal RJS	$ 140.00	24.00	$ 3,360.00	
Writer/Researcher/Admin Mngr - RCS	$ 125.00	24.00	$ 3,000.00	
Clerical - RCS	$ 70.00	32.00	$ 2,240.00	
Supplies, plots, printing, etc.			$ 900.00	
Architectural Assessment & Recommendations				**$ 46,350.00**
Structural Assessment & Recommendations	$ 2,800.00	110%	$ 3,080.00	**$ 3,080.00**
MEP Assessment & Recommedations	$ 8,800.00	110%	$ 9,680.00	**$ 9,680.00**
TOTAL ASSESSMENT PHASE				**$ 59,110.00**
SUMMARY				
Architectural (includes $900.00 for supplies, office plots, printing)				**$ 46,350.00**
Structural Engineering				**$ 3,080.00**
MEP Engineering				**$ 9,680.00**
TOTAL FOR ASSESSMENT REPORT				**$ 59,110.00**
FEE ALLOWANCE FOR UNANTICIAPTED SERVICES		10%	$ 59,110.00	**$ 5,911.00**
PROPOSED TOTAL TEAM FEES WITH ALLOWANCE				**$ 65,021.00**
Fee includes Architectural, Structural, MEP, Sound Abatement				
PROPOSED TOTAL TEAM FEES WITH ALLOWANCE FOR ASSESSMENT REPORT				**$ 65,021.00**

SYNERGY STRUCTURAL ENGINEERING, INC.
1119 Flores Ave. Ste. 300 Laredo, TX. 78040
(956) 753-5860 synergy@synergy-se.com
TBPE Registration No.: F-7661

PROPOSAL – AGREEMENT

April 18, 2024

1. CLIENT:

Sepulveda Associates Architects
Mr. Roberto J. Sepulveda, AIA
1820 Houston St.
Laredo, TX. 78040

956-725-1985
e-mail: robert@saarchitects.net

2. PROJECT NAME & NUMBER:

Structural Assessment for City of Laredo Bruni Plaza Library – Laredo, TX.
Project Number: SSE-24-066

3. SCOPE OF SERVICES:

3.1. Provide site visit to observe an existing building to determine the existing structural conditions.
3.2. This report consists of providing an observation report on the existing conditions of the building. Structural calculations and topographical survey are not part of this report.

4. PROJECT UNDERSTANDING:

4.1. We will provide a report with pictures of the findings.

5. ENGINEERING FEE:

A lump sum fee as follows:

$2,800.00 (Two Thousand Eight Hundred Dollars 00/100)

The fee is subject to change if the project scope of work is modified from the original scope description. Any fee increase for additional services for the project will be discussed and mutually agreed upon before commencing any work beyond the basic work scope. Additional services will be charged at our prevailing hourly rate of $195.00 (One Hundred and Ninety-Five Dollars 00/100). Additional site visit will be charged at $275.00 (Two Hundred & Seventy-Five Dollars 00/100).

6. SCHEDULE OF PAYMENTS:

PHASE		PROJECT PHASE COMPLETION	AMOUNT
1	100%	Report	$2,800.00
		SUB-TOTAL	**$2,800.00**

7. AGREEMENT:

If the terms and conditions contained herein are acceptable to you, please sign and return a copy of this proposal. Do not hesitate to contact us if you have any questions or comments regarding this proposal - agreement.

Sincerely,

Victor De Anda

Victor M. De Anda Jr., P.E.
President

Victor M. De Anda Jr. Approval:	Client Approval:
Signature (date)	Signature (date)
Print Name	Print Name

NRG ENGINEERING

5656 S. Staples, Suite 312
Corpus Christi, TX 78411
Ph: 361.852.2727 Fx: 361.852-2922
Texas Firm No. F-005318

April 16, 2024

Proposal No. P_24074

Sepulveda Associates Architects, Inc.
1820 Houston St,
Laredo, TX 78040

ATTN: Robert J. Sepulveda, AIA

RE: Bruni Plaza Building Assessment
1120 San Bernardo Ave.
Laredo, TX

Dear Sir:

We are pleased to provide you with this proposal for Mechanical and Electrical Engineering Services for the above referenced project. The scope of services is as follows:

Scope of Work:

1. Survey existing building to document and determine the condition of the existing Mechanical, Electrical, Plumbing (MEP) and any Fire Protection Systems. Survey is limited to above the floor only. No video scoping of any underground plumbing included in this proposal.
2. Develop a MEP Engineering Report of findings.
3. Develop recommendations for equipment and/or systems that would require maintenance and/or replacement.
4. Assist the Architect with conceptual programming as needed.
5. Develop a preliminary Opinion of Probable Construction Costs.
6. Develop a final Opinion of Probable Construction Costs.

Exclusions:

1. No testing is included in our scope of work or proposal.

Deliverables:

1. MEP Engineering Survey
2. MEP Engineering Report

The fee for our services based on the above scope of work is as follows and will be net payable within 30 days of invoice date, with invoicing submitted monthly based upon percentage of scope completed.

Engineering Fees:

MEP Engineering Survey ----------		$1,600.00
MEP Engineering Report ----------		$7,200.00
TOTAL ENGINEERING FEE	=	**$8,800.00**

Proposal Approval

If this proposal meets your approval, please indicate your acceptance by the proper authorized signature in the space provided below and returning the signed original to our office. Once we have received a signed copy, we will proceed with the above scope of work. Signature below acknowledges and accepts the standard terms and conditions included herein.

Please call should you have any questions concerning our proposal or the terms of our agreement. Thank you for considering NRG Engineering for these consulting services and we look forward to working with you and your office.

Respectfully,



John A. Rodriguez, P.E.
Principal - Project Manager
NRG Engineering

ACCEPTED BY: Sepulveda Associates Architects, Inc.

Signature: _____ Name: _____

Title: _____ Date: _____

City Council

Meeting Date: 5/20/2024 **Consent Agenda 23.**

SUBJECT
Consideration to award professional services contract to LJA Engineering, Inc., Laredo, Texas, in the amount not to exceed $1,915,203.23 for FY24-ENG-11, City of Laredo Solidarity Colombia Bridge Expansion to provide project management, bi-national & stakeholder project development meetings, consultations and coordination, presidential permit application services and conceptual planning, environmental constraint and mapping. Funding is available in the Bridge Construction Fund.

PREVIOUS COUNCIL ACTION
On April 2, 2024 City Council approved motion to authorize the City Manager to select and negotiate a professional service contract with the top ranked consultant for the City of Laredo Solidarity Colombia Bridge Expansion RFQ FY24-ENG-12. A total of two firms responded to the request for qualifications on February 8, 2024, and both firms conducted presentations before the evaluation committee on Wednesday, March 20, 2024.

1. LJA Engineering, Inc., Laredo, Texas
2. R.R.P. Consulting Engineers, L.L.C., McAllen, Texas

The evaluation committee which consisted of City of Laredo staff and a member of the Port of Entry Advisor Committee, recommends the selection of LJA Engineering, Inc. Laredo, Texas. There is no financial impact at this time.

BACKGROUND
The overall plan for the Laredo-Colombia Solidarity International Bridge Expansion is to build a new separate bridge span based on present and future traffic forecasts for commercial and passenger vehicles.

Scope of services includes, but not limited to the following:

Project Development Schedule
Federal Notification of Project Intent
Bi-National/Stakeholder Agency Meetings, Consultations and Coordination
Inclusion of Project in Laredo-Webb County Area Metropolitan Organization (LWCAMPO) Planning Documents
U.S. Mexico Binational Bridges and Border Crossing Group (BBBXG) Meetings
U.S. Mexico Joint Working Committee (JWC) Meetings
Identification of Complementary Short and Mid-Term Enhancements Projects for Implementation
Presidential Permit Application Document due date before December 31, 2024
Preliminary Engineering & Designs for Presidential Permit

COMMITTEE RECOMMENDATION
Approval of this motion.

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Bridge Construction Fund.
Account #:	553-4050-583-5526
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Bridge Construction Fund. Account: 553-4050-583-5526

ATTACHMENT B - SCOPE OF SERVICES

LAREDO COLOMBIA SOLIDARITY INTERNATIONAL BRIDGE (LCSIB) EXPANSION PROJECT PRESIDENTIAL PERMITTING, CONCEPTUAL PLANNING, ENVIRONMENTAL, SCHEMATIC, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), BID PHASE, AND CONSTRUCTION PHASE

Purpose

The City of Laredo (the "CITY") would like to develop a presidential permit authorizing for the construction of the expansion of the existing Colombia Solidarity International Bridge facility in north Laredo, Texas. For this project, the City requires professional services of LJA Engineering (the "CONSULTANT") for the necessary tasks and subtasks to perform services related to complete the preparation of the Presidential Permit Application and Conceptual Planning for the expansion of the bridge and the associated changes to the port facilities to accommodate the expansion. The scope includes coordination with the US and Mexican Federal Government, TxDOT, Laredo and Webb County MPO, the State of Nuevo Leon, as well as the development of the environmental clearance, schematic, plans, specifications, and estimates (PS&E), bid advertisement services and construction phase services of the project. For the preparation of PS&E, these services will include preparing the bridge design, roadway approach design, changes to the port facilities, hydrologic and hydraulic design, traffic studies, traffic signal design, survey, ROW mapping, ROW acquisition services, and geotechnical data collection, and if requested, provide design support, and testify as the CONSULTANT of Record at Right of Way hearings. Below is a detailed description of services to be provided.

I. TASK 1 PROJECT MANAGEMENT

A. The CONSULTANT will perform a monthly review of the progress of the Contract with respect to schedule, budget, and quality assurance/ quality control.

B. The CONSULTANT will provide a monthly schedule update to the CITY with respect to the Work Authorization.

C. The CONSULTANT will maintain all records and files related to the project throughout the duration of the services. Uploading of project files to the ProjectWise website will be coordinated with the CITY.

D. The CONSULTANT will provide a monthly progress report and invoice to the CITY with respect to the Contract.

E. Deliverables:

1. See Task 6 Deliverables.

II. TASK 2 BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

A. BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

The CONSULTANT will contact, schedule, coordinate and attend project development meetings (including in-person and virtual) with the goal of establishing the proposed bridge expansion plan(s) to be utilized within the preparation of the Presidential Permit Application document. During these meetings potential bridge expansion alternatives will

be identified and discussed. Another goal of these project development meetings will be to present, promote and gain support for the LCSIB Expansion Project. Participants at these project development meetings will include relevant U.S. Agencies (federal, state, and local) private sector stakeholders, and consultants and relevant Mexican Agencies (federal, state and local) and consultants. These activities may also require and include travel and site visits to the LCSIB and other locations necessary to conduct said project development in-person meetings. The CONSULTANT will prepare necessary meeting materials that may be required to conduct said project development meetings, such as agendas, meeting notes, meeting presentations, etc.

In addition to specific project development meetings, this item also includes necessary consultation and coordination communications such as telephone calls, emails, and other non-scheduled virtual meetings. For the duration of the Presidential Permit effort, the CONSULTANT anticipates up to **twenty (20) virtual meetings and up to ten (10) in-person site meetings**. The CONSULTANT estimates up to **five (5) in-person meetings that require travel via air to Washington DC** and up to **five (5) in-person meetings that require travel via air to Mexico**.

In addition, the CONSULTANT will prepare and distribute up to **seven (7) monthly project status updates to selected project stakeholders**. The monthly updates will include completed, current, and future project development items.

B. INCLUSION OF PROJECT WITHIN LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION (LWCAMPO) PLANNING DOCUMENTS
The CONSULTANT will assist the City of Laredo with the inclusion of the LCSIB Expansion Project into the various LWCAMPO planning documents and the allocation of a small amount of federal transportation construction funding for this project. This item is extremely critical and very time sensitive as having the project included within the Texas Statewide Transportation Improvement Program (STIP) will allow for direct participation in and oversight of the future environmental clearance process by FHWA and TxDOT.

C. PARTICIPATION AT U.S.-MEXICO BINATIONAL BRIDGES AND BORDER CROSSINGS GROUP (BBBXG), U.S.-MEXICO JOINT WORKING COMMITTEE (JWC) AND OTHER APPLICABLE MEETINGS/CONFERENCES
The CONSULTANT will attend and actively participate in any scheduled BBBXG, JWC, Legislative and other meetings/conferences that will advance the LCSIB Expansion Project. These activities may also require the CONSULTANT to expend travel and related expenses to multiple and currently undefined locations. The CONSULTANT will prepare presentations and present the presentations as necessary and requested by the CITY. For this phase, **the CONSULTANT will attend up to one (1) BBBXG meeting, up to one (1) JWC meeting and up to three (3) other applicable meetings**.

III. TASK 3 PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING

A. INITIAL PROJECT DEVELOPMENT TIMELINE
The CONSULTANT will develop and submit up to **one (1)** project development timeline, which will include preparation and submittal of a Presidential Permit Application and

necessary contacts, meetings, and coordination activities with multiple project stakeholders.

B. FEDERAL NOTIFICATION OF PROJECT INTENT
The CONSULTANT will develop and provide to the City of Laredo up to **one (1)** draft letter, notifying the U.S. Department of State of the City's intention to commence activities necessary and related to the submittal of a Presidential Permit Application to expand the existing Colombia Solidarity International Bridge (LCSIB). The letter would be prepared in accordance with Executive Order 13867, the current guidance for international crossing permits, for final preparation with signature by the City of Laredo. The CONSULTANT will deliver the final letter directly to the U.S. Department of State, digitally via email and in hard copy format via over-night delivery.

C. INDENTIFICATION OF COMPLEMENTARY SHORT- AND MEDIUM-TERM ENHANCEMENTS PROJECTS FOR IMPLEMENTATION BY OTHERS
During the bridge expansion development meetings, the CONSULTANT will also solicit information from project stakeholders on potential impacts and will identify enhancement projects complimentary to the bridge expansion that will facilitate expedited through-put of both non- commercial and commercial vehicles processed at the Port of Entry (POE). While these potential POE enhancement projects may not be included within the Presidential Permit Application, the CONSULTANT will compile and submit a report to include a listing of these potential POE impacts/enhancements. This report would also include potential future projects and project details presented by the project stakeholders. The CITY could then utilize these complimentary projects report to establish separate project development teams of consultants for implementation of chosen projects. These complimentary projects may take the form of CITY projects, CBP projects, or Donation Acceptance Program (DAP) projects. **The CONSULTANT will provide up to one (1) Planning Report.**

D. CONCEPTUAL PLANNING
The CONSULTANT will perform the following:

1. Perform site visits for field reconnaissance.
2. Gather data to include, but not be limited to previous studies, land records, property and facility management records, land use, engineering data, permits, public safety requirements, and/or environmental requirements from previous studies.
3. Identify purpose and need, project description, and overall approach to project development.
4. Develop bridge design criteria for the bridge expansion for Mexico loading, and in accordance with AASHTO and TxDOT standards and guidelines.
5. Develop roadway design criteria in accordance with TxDOT guidelines.
6. Develop changes to the port facilities in accordance with GSA Border Station Design Guide.
7. Identify three preliminary / potential alternative locations for the bridge and connecting roadways. Perform preliminary alignment analysis.
8. Perform preliminary traffic evaluations:
   - Obtain existing reports and traffic data maps.
   - Evaluate the existing traffic data for roadways and bridges in the vicinity of the Project area.

- Coordinate and conduct a meeting with TxDOT to determine and review any preliminary planning under development by TxDOT for adjoining and adjacent roadways, including the APD or PS&E activities for SH 255 and FM 1472.

9. Prepare preliminary cost estimate for each alternative.
10. Determine preliminary environmental constraints and/or issues for each alternative.
    - The CONSULTANT shall identify environmental constraints within the project area and develop a list of all properties in the project area which are eligible for or entitled to protection under applicable law, for example, properties included in or potentially eligible for inclusion in the National Register of Historic Places.
11. Determine preliminary right of way (ROW) requirements - Preliminary ROW requirements shall be determined using the following:
    - Possible bridge route alternatives,
    - POE facility requirements for bridge expansion,
    - Roadway functional classification and design criteria,
    - Consideration of environmental impacts,
    - Access denial limits (control of access),
    - Utility corridor space requirements,
    - Drainage requirements and
    - Typical sections.

    Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Webb County Appraisal District for the specific parcels to be acquired.
12. Coordinate / conduct stakeholder workshop to obtain comment regarding project, location, and alignment.
13. Develop a Public Involvement Plan
14. Prepare a Draft Preliminary Engineering Report including alternate alignment solutions and recommendations with associated cost estimates for each alternate solution and preliminary recommendation; summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the CITY to make the appropriate comparisons to the CONSULTANT's final recommendations and provide the required approvals for further project development; provide a formal and clearly outlined recommendation regarding the preferred alignment(s) of the project; prepare bound copies of the preliminary and / or final report, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

E. PRESIDENTIAL PERMIT APPLICATION DOCUMENT

The CONSULTANT will prepare and submit one (1) Presidential Permit Application (PPA) for the LCSIB Expansion Project within approximately six (6) months after approval of the contract by the Laredo City Council. The timing for the completion and submittal of the PPA is dependent upon the CITY and the State of Nuevo Leon reaching agreement on the proposed conceptual bridge design to include: the expansion components, size, and location(s). The intent is to reach this agreement within the first forty-five (45) days after the notice to proceed is issued. Due to current federal legislative initiatives being considered for passage into law, the latest intended time for submittal of the PPA would be the end of November 2024. **The CONSULTANT will provide up to one (1) application**

for review by the Department of State and up to one (1) application that addresses comments from the Department of State.

The time for review and issuance of a Presidential Permit for the LCSIB Expansion project, once the Application has been submitted, is entirely out of the control of the CONSULTANT and the CITY, and as such a timeline for issuance cannot be stipulated.

The Presidential Permit Application will include the following:

1. Identifying Information
2. Description of Facility
3. Construction Plan
4. Traffic Information
5. Financing
6. Protected Areas
7. Foreign Policy Interest
8. Other U.S. Approvals
9. Government of Mexico Approval
10. Existing Presidential Permit
11. Letters of Support
12. Supplemental Information – Traffic
13. Supplemental Information – Nearby Bridges
14. Supplemental Information – Construction Plan
15. Coordination – Mexican Agencies
16. Preliminary Engineering Report

IV. TASK 4 ENVIRONMENTAL ASSESSMENT

Environmental clearance for the project under this work authorization will be accomplished by means of an Environmental Assessment (EA.) The environmental assessment document will include items of study, evaluation, coordination and analysis as is defined within the most current FHWA guidelines and criteria. Initially, key environmental issues will be investigated including initial data collection efforts through available sources of information and supplemented with field investigations. This task will also include an initial meeting with the CITY and others whose input may be useful. The results of this task will be the identification and prioritization of the important issues as determined by the CITY that are likely to arise during the course of project development and that should be considered during environmental analysis. It is understood that CONSULTANT is receiving EA work completed by the previous CONSULTANT.

For the purposes of this scope and professional services fee submittal it is currently anticipated this work task shall include only the development of a Final Draft Environmental Assessment Document prepared in the current TxDOT modular EA format. Should extended environmental studies be required, beyond the EA level, the appropriate additional professional services fee shall be negotiated at a later date. The likely lead federal agency for review and approval of the EA document will be FHWA.

A. **UNDER THE CURRENT GUIDANCE OF EO 13867 THE EA DOCUMENT IS NOT REQUIRED TO BE COMPLETED OR INCLUDED WITHIN THE PRESIDENTIAL PERMIT APPLICATION DOCUMENT. HOWEVER, IT WILL BE A REQUIRED DOCUMENT TO OBTAIN FOLLOW-UP PROJECT PERMITS,**

AND IT IS RECOMMENDED THAT EA DEVELOPMENT BE INITIATED AS SOON AS THE FHWA AND TxDOT CAN BE BROUGHT INTO THE PROJECT VIA AN EXECUTED ADVANCED FUNDING AGREEMENT (AFA).

A. RIGHT-OF-ENTRY (ROE)

If not afforded by the CITY, the CONSULTANT shall secure permission to enter private properties to perform any surveying, environmental, engineering, or geotechnical activities needed within the general area of the proposed Laredo-Colombia Solidarity International Bridge Expansion Project (proposed project) or proposed project right-of-way (ROW). A draft copy of the ROE letter shall be provided to the CITY for approval prior to any mailings. Property owner names shall be obtained from the CITY or the Webb County Appraisal District website. Detailed research for individual property owner parcel, deed or easement information shall not be conducted at the Webb County Appraisal District office by the CONSULTANT. If requested in writing by a private property owner, the CONSULTANT shall contact the property owner in advance of field investigations; property owners may elect to be present while the CONSULTANT, or designated subconsultants, are present on the owner's property. The CONSULTANT shall not commit acts which would result in damages to private property. The CONSULTANT shall make every effort to comply with private property owner requests while on their property. The CONSULTANT will contact property owners in advance of field surveys or to address specific property owner concerns about the work to be conducted or being conducted on individual property parcels. The CONSULTANT shall coordinate ROE for up to ten (10) parcels within the project area for the purpose of completing field investigations. It is anticipated that the CITY will assist with problems regarding landowners who refuse to grant ROE or are otherwise hostile with respect to the completion of this scope of services. Private property will not be accessed without a written/signed ROE authorization from the landowner. No tasks listed in this scope of services that require access onto private property shall be conducted without a signed ROE from the landowner.

B. FIELD INVESTIGATIONS

The CONSULTANT shall conduct environmental investigations and field studies necessary to complete the EA and associated technical reports, forms, etc. The scope of work anticipates initial field investigations and at least one subsequent follow-up field investigation based on agency comments, etc. All field investigations and analyses would be limited to the U.S. side of the bridge.

1. See Task 6 Deliverables

C. ENVIRONMENTAL ASSESSMENT AND TECHNICAL REPORTS

The CONSULTANT shall prepare an Environmental Assessment (EA) that satisfies the requirements of 23 CFR 771.115(c), 43 TAC 2.41-2.52, and the National Environmental Policy Act (40 CFR 1500-1508). Document content shall be in sufficient detail to meet the FHWA requirements for environmental review documents. Should the classification process or environmental investigations determine that another level of environmental documentation is required (such as an Environmental Impact Statement), the effort associated with preparing another document type shall be considered out of scope and subject to an **additional services request**.

1. NEED AND PURPOSE

The CONSULTANT shall develop a Need and Purpose statement for the project.

a. Need for the Project – The EA shall explain why the project is proposed. The EA shall identify and describe the transportation or other needs in which the proposed project is intended to satisfy (e.g., provide system continuity, alleviate traffic congestion, improve safety, and/or correct unsatisfactory roadway conditions, etc.).
b. Purpose of the Project – The EA shall describe the goal(s) or desired outcomes that would be attained if a proposed project was implemented. The objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

2. PROJECT INTRODUCTION AND PLANNING PROCESS

The EA shall provide a brief historical description of the planning, scoping and public outreach processes that resulted in identifying the proposed project. The EA shall reference the applicable transportation improvement plan and any relevant MPO information from the approved planning documents as applicable. Other relevant studies in the proposed project area shall be referenced as appropriate.

3. ALTERNATIVE ANALYSIS

The EA shall evaluate Build Alternatives and a No Build Alternative and shall additionally describe preliminary alternatives that were considered but eliminated from further study. One or more Build Alternatives and the No Build Alternative shall be subject to detailed analysis in the EA. The Build Alternative(s) shall be examined against the No Build Alternative and the alternatives shall be discussed at equal levels of detail to provide an equitable comparison based upon the purpose and need and related objectives of the proposed project.

The EA shall clearly document the basis for the elimination of alternatives and selection of a recommended preferred alternative.

4. SOCIAL AND ECONOMIC IMPACTS

The CONSULTANT shall identify and evaluate the social and economic impacts of the proposed project. The CITY shall provide the CONSULTANT with any available project data including available field survey results, correspondence, and documentation of agency coordination. The CONSULTANT understands that the CITY may choose to lead selected agency coordination efforts. The CONSULTANT shall use appropriate data sources, such as US Census Bureau data, windshield surveys, maps, and aerial photographs to determine existing conditions and the potential for social and economic impacts. Potential social and economic impacts to be documented include:

a. Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections there from.
b. Land uses in the project area (community services, schools, etc.).
c. Other potential impacts identified in studies of social impacts.

The CONSULTANT shall identify potential displacements, potential replacement housing or other replacement sites and racial, ethnic, and income levels of affected individuals and communities, in order to determine any disproportionate impacts on any minority, Limited English Proficiency, or low-income individuals or communities. Studies shall fulfill the requirements of Executive Order 12898 (on Environmental Justice).

5. FARMLAND

The CONSULTANT shall identify farmland impacts for the proposed project. Identification of farmland impacts shall be in accordance with the Farmland Protection Policy Act (7 USC 4201 et. seq.). Farmland impacts shall be reported in the EA as the proposed project area may be located within agricultural areas designated as prime farmlands. If required, Natural Resources Conservation Service (NRCS) Form AD-1006, "Farmland Conversion Impact Rating" would be completed, processed with the NRCS and included in the EA as appropriate.

6. UTILITY RELOCATION

The CONSULTANT shall identify whether or not utility relocations would be necessary as a result of the proposed project. If the need for utility relocations is identified, the impacts resulting from the removal or adjustment of any utilities within the existing/proposed project right-of-way (ROW) would be considered and discussed in the EA.

7. AIR QUALITY ANALYSIS

The CONSULTANT shall conduct an air quality analysis, including a Mobile Source Air Toxics (MSAT) qualitative analysis, if needed. The National Ambient Air Quality Standards for Webb County shall be assessed. The Texas Commission on Environmental Quality (TCEQ) air quality designations shall be reviewed for the region/area of the proposed project (e.g., attainment, non-attainment, etc.). The effects (positive or negative) of the proposed project on local air quality shall be evaluated, including the potential for fugitive dust particulate emissions during construction activities.

8. BICYCLE AND PEDESTRIAN FACILITIES

The CONSULTANT shall identify impacts on existing bicycle and pedestrian facilities, if any, including linkages to transit stops and corridors.

9. COMMUNITY IMPACTS

The CONSULTANT shall conduct a Community Impact Assessment, if needed, including displacements, changes to access and travel patterns, changes to community cohesion, Environmental Justice analysis in accordance with Executive Order 12898, and Limited English Proficiency analysis in accordance with Executive Order 13166. The CONSULTANT shall conduct an analysis sufficient to meet requirements of TA 6640.8A.

10. VISUAL/ AESTHETIC IMPACTS

The CONSULTANT shall examine any visual or aesthetic impacts that may include impacts to any landscaping, decorative, or other features that may be affected by the proposed project.

11. NOISE ANALYSIS

The CONSULTANT shall complete a traffic noise analysis using the FHWA Traffic Noise Model® (TNM®) files, version 2.5. Noise analyses shall be conducted for each reasonable alternative as appropriate. The existing and predicted (future) traffic data and information required for inclusion in the TNM® shall be developed by the CONSULTANT.

No representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement are present in the project area. Therefore, the extent of noise modeling would be limited to determining predicted (future) noise impact contours for adjacent undeveloped properties where development may occur in the future.

Should the environmental investigations determine that another level of noise analysis is required, the effort associated with preparing additional analyses shall be considered out of scope and subject to an **additional services request**.

12. WATER RESOURCES

The CONSULTANT shall document compliance with laws and regulations concerning the management of water resources. Additionally, the CONSULTANT shall determine whether the proposed project requires any of the following permits related to water resources:

a. Texas Pollutant Discharge Elimination System (TPDES)
b. State water quality certification under Section 401 of the Clean Water Act (CWA)
c. Nationwide or Individual Permit under Section 404 of the CWA

13. SURFACE WATER

The CONSULTANT shall assess surface water features within the project area (e.g., irrigation canals, open water, drainage ditches, etc.). Surface drainage and the water quality of surface waters, streams, creeks or washes would be additionally assessed as needed. Impacts to surface waters would be assessed for the recommended Build Alternative in the EA. The TCEQ Section 303(d) list of impaired waters would be reviewed to evaluate the potential for the proposed project to adversely affect impaired waters.

14. FLOODPLAINS

Executive Order 11988 requires federal agencies to determine whether a proposed action occurs within a floodplain. Executive Order 11988 directs each federal agency to take action 1) to reduce the risk of losses associated with floods, 2) to minimize the impact of floods on human health and safety, and 3) to preserve the beneficial values of floodplains. The CONSULTANT shall evaluate the project area regarding Federal Emergency Management Agency (FEMA) designated/mapped areas, flood event

impacts, flood control measures, encroachments of the 100-year floodplain, developed areas in or near the 100-year floodplain, local watersheds, and drainageways.
The CONSULTANT shall determine whether the proposed project is located within any FEMA mapped floodplains. The EA shall document the floodplains, if any, that could be potentially impacted by the proposed project.

15. GROUNDWATER

The CONSULTANT shall evaluate the project area regarding groundwater availability and allocation. This evaluation shall include the identification of local public drinking water systems.

16. WATERS OF THE US, INCLUDING WETLANDS

Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the US, including wetlands. The US Army Corps of Engineers (USACE) administers the permitting program for actions under Section 404 of the CWA. The CONSULTANT shall prepare the delineation of waters of the US, including wetlands, for areas within the preferred Build Alternative. The delineation would be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

The CONSULTANT shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. If ROE/field access is not authorized on all proposed ROW parcels, the CONSULTANT shall utilize other available resources such as the NRCS Web Soil Survey, aerial photography, topographic maps, and National Wetlands Inventory (NWI) data, etc., to delineate wetlands within the preferred alternative or related areas.

The wetland delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence (or absence) of wetland characteristics. Waters of the US shall be delineated in the field and recorded using Trimble® Geo7X Global Positioning System (GPS) technology. Areas extending beyond the project ROW shall be noted but not delineated during the field investigation. Wetland data forms shall be completed at vegetative community changes within the project ROW as well as in other areas to determine the geographical boundary of a wetland or the ordinary high-water mark of a stream/creek.

The CONSULTANT shall draft a waters of the US delineation report which summarizes the methods and results of the delineation activities as well as associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), site photographs, wetland data point locations, acreage summary tables, and other supporting data (e.g., antecedent precipitation data).

17. USACE PERMIT APPLICATION

Permit applications prepared for the proposed project may include the following:

a. Section 10 of the Rivers and Harbors Act (33 USC 403). The CONSULTANT shall determine whether the proposed project requires a Section 10 permit and shall prepare and submit a permit application to the USACE and obtain the permit.
b. Section 404 of the Clean Water Act (33 USC 1344). The CONSULTANT shall determine whether the proposed project requires a Section 404 permit (Regional General or Nationwide or Individual Permit (IP)). The CONSULTANT shall prepare and submit a Tier I checklist or a Tier II Section 401 certification questionnaire and water quality certification documentation to TCEQ as appropriate.

18. RIVERS AND HARBORS ACT SECTION 9/ US COAST GUARD BRIDGE PERMIT APPLICATION

Section 9 of the Rivers and Harbors Act of 1899 defines the requirements for the approval to construct dams, dikes, bridges, or causeways in navigable waters; this approval authority rests with the USACE. The CONSULTANT shall work with both the USACE and the US Coast Guard (USCG) to prepare a bridge permit application (33 USC 401) as the proposed project crosses the Rio Grande, a navigable international waterway. Bridge permit applications shall comply with the USCG Commandant Publication P16591.3D, Bridge Permit Application Guide. Supporting documentation (e.g., environmental documentation, plan sheets, navigation impact report, etc.) shall be provided by the ENGINEER as part of the application. NEPA documentation and USACE permitting shall be submitted to the USCG prior to USCG approval of the bridge permit application.

19. FISH AND WILDLIFE COORDINATION ACT (FWCA)

The CONSULTANT shall identify water body modifications and impacts to wildlife. The FWCA applies to projects that would result in the control or modification of a natural stream or body of water and would require a Section 404 Individual Permit.

20. THREATENED AND ENDANGERED SPECIES

For the purposes of this work authorization, protected species shall include:

a. Species listed by the US Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12);
b. Species that are candidates for review or listing by the USFWS as threatened or endangered (per most recently updated list in the Federal Register);
c. Species listed by the Texas Parks and Wildlife Department (TPWD) as threatened or endangered as reflected in the Annotated List of Rare Species for Webb County; and
d. Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).

The CONSULTANT shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 CFR 17.94-95) could be impacted by the proposed project and shall report the findings in the EA. Existing data shall include the records of the TPWD Natural Diversity Database. The

CONSULTANT shall not conduct species-specific presence/absence surveys for protected species or critical habitat. If required, presence/absence and/or critical habitat surveys would be conducted under a supplemental work authorization if needed.

21. HAZARDOUS MATERIALS IMPACTS

The CONSULTANT shall conduct an Initial Site Assessment (ISA) for potential hazardous materials impacts for the proposed project area. The ISA shall determine the potential for encountering hazardous materials in the general project area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and any potential health and safety issues.

The completed ISA shall include, when applicable, copies of search reports including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the CONSULTANT to complete the ISA. The CONSULTANT shall include the information presented in the completed ISA in the relevant section(s) of the EA, including:

a. A concise summary of information gathered during the ISA, including sufficient information to show that the proposed project area for the roadway facility was adequately investigated for known or potential hazardous material contamination.
b. A concise description of the scope of the ISA, disclosure of any limitations of the assessment, and a statement indicating who conducted the assessment.
c. A concise summary of the findings of the ISA, along with an opinion of the potential of any suspected hazardous material contamination sites to impact the proposed project during construction.
d. A discussion of any actions recommended for conducting further investigation of suspect areas, and/or justification for postponement of further investigations.
e. A summary of efforts to be employed to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
f. Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
g. A discussion of any required or recommended special considerations, contingencies, or provisions to handle known or suspected hazardous material contamination during ROW negotiation and acquisition, property management, design, and construction.
h. A summary of any early coordination or consultation conducted with the regulatory agencies, local entities, or property owners.
i. A discussion of any further hazardous materials related coordination with, and approvals or permits required from, the regulatory agencies or other entities.
j. Should the findings of the ISA conclude that additional investigations, special considerations, or other commitments are required during future stages of project development, the CONSULTANT shall review those findings and commitments with the CITY prior to completing the hazardous materials discussion for the EA.

22. CULTURAL RESOURCES

The proposed undertaking would be sponsored by the FHWA. As the FHWA is a federal agency, the project would fall under the regulatory jurisdiction of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the applicable federal agencies and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP). At this time, no other federal or state jurisdiction has been identified for the project. If any additional regulatory triggers are identified as the project moves forward, the CONSULTANT will evaluate whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

Cultural Resources Assumptions

- All cultural resources investigations are supervised by an archeological Principal Investigator who meets the Secretary of the Interior's (SOI) Professional Qualification Standards for Archeology, and all architectural history investigations are supervised by an architectural history Principal Investigator who meets the SOI's Professional Qualifications for Architectural History.
- The project area consists only of the proposed project facilities described in this proposal. This proposal does not provide for surveys of reroutes, alternate alignments, or additional or ancillary locations that fall outside the boundaries of the project area as described herein.
- In the event that archeological sites are encountered within the project area, additional investigations will be required, an **additional services** will be submitted.
- This scope includes a limited review of existing literature, site files, and online map sources to determine the estimated time period of occupation of any historic-age archeological sites and/or construction dates of historic-age structures or engineering features that may be encountered during the survey. If extensive historical research is required to more fully develop the context of historic-age resources, such as architectural evaluations; detailed reviews of historic records, deed records, genealogical records; or library or museum collections, an **additional services** will be submitted.
- The CONSULTANT will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at the CONSULTANT's facilities in Austin, Texas, and

processed for analysis. Any cultural materials collected from private land would be returned to the landowner. Any artifacts collected from public land during the survey may need to be curated at an approved curational facility according to the guidelines of the THC and the curation facility. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.

- This scope includes provisions for curating cultural resources survey records (e.g., field forms, field notes, digital photographs, photo sheets, official agency correspondence), which is required for all held-in-trust projects conducted under the Antiquities Code of Texas, at an approved curation facility, including the CONSULTANT's charges for preparing project records for curation as well as the curation facility's fees for permanently housing the project records. TARL charges a minimum fee for records-only curation for project records that occupy less than 1.5 inches of drawer space. This proposal assumes that 1.5 inches or less of drawer space would be required. In the event that more than 1.5 inches of drawer space is required or if TARL's records policies or fees change prior to submission of project records for curation, additional curation fees may be incurred and will require an **additional services request**.
- This scope does not include provisions for conducting surveys for Traditional Cultural Properties or Traditional Cultural Plants. Information regarding these cultural resources is typically restricted within federally recognized tribes and not available to archeological contractors.
- This scope covers only a Phase I cultural resources inventory. In the event that potentially significant prehistoric and/or historic-age resources are present within the project area, additional investigations may be required, such as significance testing and/or mitigation studies. These tasks will require an **additional services request**.
- One technical report will be written describing the results of the cultural resources survey of the project area. This proposal does not provide for generating multiple or supplemental technical reports.
- This scope provides for responding to two (2) rounds of comments, including one initial set of client comments and one (1) set of agency comments. Additional rounds of comments may not be covered under the terms of this scope and will require an **additional services request**.
    - **EXCLUSION** - This proposal does not include mitigation, should mitigation be required.
    - **EXCLUSION** - This proposal does not include tribal organization coordination.
- Title 13, Part 2, Chapter 26, Subchapter C, Rule 16.16 of the Texas Administrative Code requires the holder of a Texas Antiquities Permit to submit a technical report presenting the results of the permitted investigation to the THC for review. The CONSULTANT will provide the CITY with a reasonable opportunity to review, comment upon, and approve the technical report prior to submission to the THC. The CONSULTANT can delay initiating the review process within reasonable limits given project scheduling needs but must allow for sufficient time to complete

the entire review process prior to the expiration date of the Antiquities Permit. This requirement applies even if the development of the project is postponed or canceled.

23. HISTORIC RESOURCES SURVEY

The CONSULTANT shall:

- Define an APE of the proposed project area based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, and potential indirect (e.g., viewshed) effects beyond the construction footprint.
- Perform a field survey to confirm the location of previously documented historic-age resources, and identify additional historic-age resources, if present, within the APE.
- Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP.
- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of historic resources survey report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, the CONSULTANT will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. The CONSULTANT will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.
- Prepare summary of findings for the NEPA documentation and provide required documentation for NEPA document.

24. ARCHEOLOGICAL SURVEY

The CONSULTANT shall:

Define the Area of Potential Effect (APE) of the proposed project based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, the vertical depth of ground-disturbing impacts, and potential indirect (e.g., viewshed) effects beyond the construction footprint.

Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing and mechanical trenching at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.

- Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP.
- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP.
- Complete and submit State of Texas Archeological Site Data Forms (for new archeological sites) or State of Texas Archeological Site Update Forms (for previously recorded archeological sites) to the Texas Archeological Research Laboratory (TARL). Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.
- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.
- Prepare summary of findings for the NEPA documentation and provide required documentation for NEPA document.

25. SECTION (4F)/(6F)

The CONSULTANT shall, in accordance with 23 CFR 771.135 (49 USC 303), US Department of Transportation Act, identify properties within the proposed project area that are protected by Section 4(f) of the US Department of Transportation Act of 1966. Such Section 4(f) properties include parkland, recreational area, wildlife refuges, and historic properties. The CONSULTANT shall evaluate Section 4(f) property impacts for the recommended preferred alternative in the EA.

The CONSULTANT shall identify areas of parkland within the proposed project area that are protected by Section 6(f) of the Land and Water Conservation Act. Such Section 6(f) properties were acquired, or developed and funded, through monies of the Land and Water Conservation Fund of 1965. The CONSULTANT shall not conduct activities to replace impacted Section 6(f) properties under this work authorization. Section 6(f) property replacement activities, if required, will require an **additional services request**.

The CONSULTANT shall document the proposed project's compliance with Chapter 26 of the Texas Parks and Wildlife Code.

26. CONSTRUCTION IMPACTS

The CONSULTANT shall identify potential construction-phase impacts that would result from the proposed project and shall document such impacts in the relevant section(s) of the EA. Construction impacts associated with air quality and noise shall also be assessed.

27. INDIRECT AND CUMULATIVE IMPACTS

The CONSULTANT shall assess the indirect and cumulative impacts that would result from the proposed project. The assessment of indirect impacts shall include induced growth indirect impacts and encroachment alteration impacts. The assessment of cumulative impacts shall include impacts to the environment which result from incremental impacts of the proposed project when added to other past, present, and reasonably foreseeable future actions in the general project area.

28. INDIRECT IMPACTS ANALYSIS

For induced growth indirect impacts, the CONSULTANT shall evaluate the causation connecting a transportation project to future land use changes and the impacts associated with those land use changes. The induced growth indirect impacts analysis would follow a six-step methodology which includes defining or identifying: 1) the methodology, 2) the area of influence (AOI) and study timeframe, 3) areas subject to induced growth in the AOI, 4) if growth is likely to occur in the induced growth areas, 5) resource subject to induced growth impacts, and 6) mitigation (if applicable).

For encroachment alternation indirect impacts, the CONSULTANT shall assess all resources which would be evaluated for direct impacts. Examples of potential encroachment alteration impacts may include the anticipated future impacts after construction of the recommended preferred alternative to the following considerations: habitat fragmentation, neighborhood stability, access to specific goods or services, changes in travel patterns, etc. The Indirect Impacts Analysis would only be completed if required by FHWA.

29. CUMULATIVE IMPACTS ANALYSIS

For cumulative impacts, the CONSULTANT shall conduct a five-step process for considering the cumulative effects on a project. The five steps include: 1) resource project/study area, conditions and trends, 2) direct and indirect effects on each resource from the proposed project, 3) other actions (past, present and reasonably foreseeable) and their effect on each resource, 4) the overall effects of the proposed project combined with other actions, and 5) mitigation of cumulative effects. The cumulative impacts analysis would be conducted for the recommended preferred alternative. The Cumulative Impacts Analysis would only be completed if required by FHWA.

30. RESOURCE AGENCY COORDINATION

The CONSULTANT shall coordinate with applicable resource agencies or coordinate with resource agencies through FHWA. The CONSULTANT understands that the CITY or FHWA may choose to lead selected agency coordination efforts. Resource agency coordination efforts may include, but are not limited to TxDOT, FHWA, USACE, USFWS, TPWD, IBWC, THC and FEMA.

31. TECHNICAL REPORTS

Technical reports and other similar documentation for environmental services may include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision. Technical reports and documentation are produced before an environmental document (e.g., EA) is prepared in order to identify issues early in the project review process. Technical reports and associated documentation shall be prepared by the CONSULTANT with sufficient detail and clarity to support environmental determination(s). All technical reports must be compliant with FHWA guidance, and policy. The environmental document (e.g., EA) must reference the technical reports.

Environmental technical reports and documentation must include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include sufficient information to determine the significance of impacts, if any.

Deliverables:

- EA Version 1, 2, 3, 4 and 5 (if required)
- Air Quality Analysis (if required)
- Archeological Survey Report
- Chapter 26, Parks and Wildlife Code
- Community Impacts Assessment
- Farmland Protection Policy Act Forms
- Hazardous Materials Initial Site Assessment
- Historic Resources Survey Report (HRSR)
- Indirect and Cumulative Impacts Analysis (if required)
- Section 6(f) Land and Water Conservation Fund Act coordination (if required)
- Species Analysis Spreadsheet
- Surface Water Analysis
- U.S. DOT Section 4(f) Analysis (if required)
- Public Involvement (Public Meeting and Public Hearing)
- Traffic Noise Analysis Technical Report
- Waters of the US Delineation Report
- Documentation of Public Meeting
- Documentation of Public Hearing

Some technical reports may or may not be required; an analysis of the baseline research for the proposed project study area shall aid in determining the need for selected technical reports. All environmental documents shall be submitted to the CITY electronically. Should any TxDOT-specific reports or form be required, the effort

associated with developing the TxDOT-specific reports shall be considered out of scope and require an additional services request.

D. PUBLIC INVOLVEMENT ACTIVITIES

All public involvement activities shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA and FHWA's current policies, procedures, guidance, and document templates.

1. VIRTUAL PUBLIC MEETING WITH AN IN-PERSON OPTION

The CONSULTANT shall conduct the following public involvement activities for the proposed project.

a. The CONSULTANT shall prepare and present one (1) virtual public meeting with an in-person option. The purpose of the public meeting shall be to inform the public of the proposed project and gather input from the public. The in-person public meeting shall be held in an open house format, anticipating a maximum of 100 attendees. The public would have the opportunity to provide written and verbal comments, but no presentation or open public comment session would be held at this in-person public meeting. The CONSULTANT shall secure the meeting venue for the public meeting.

b. The CONSULTANT shall develop one (1) public meeting notice (in English and Spanish) that will be published at least 15 days prior to the public meeting. The notice will be submitted to the CITY and FHWA for approval. The English and Spanish public meeting notice shall be placed in two (2) local papers (one English text newspaper and one Spanish text newspaper) and shall include a project location map. The public meeting notice shall also be published online on the CITY website and/or applicable social media accounts. Should the CITY request the CONSULTANT to develop and maintain a project-specific website, the effort associated with developing and managing the project-specific website shall be considered out of scope and subject to a separate work authorization.

c. The CONSULTANT shall prepare and mail the public meeting notice (English and Spanish) to landowners, lessees, etc., whose property adjoins the proposed project. The CONSULTANT shall develop a mailing list of landowners located adjacent to the proposed project and others who have requested notification of public involvement activities.

d. The CONSULTANT shall prepare a public meeting letter of invitation for local and state elected officials, which shall be printed and signed by the CONSULTANT. The CONSULTANT shall prepare and update a mailing list of elected officials. The elected officials' letters shall be mailed approximately 45 days in advance of the public meeting.

e. The CONSULTANT shall prepare handouts (i.e., comment form, location map, project summary, etc.), indoor and outdoor directional signage to the public meeting, sign-in sheets, and a series of exhibit boards. Printed handouts shall be presented in English and Spanish.

f. The CONSULTANT shall provide project staff members to attend the in-person public meeting for the purpose of providing information to attendees regarding the proposed roadway project, addressing local concerns regarding the proposed

project, staffing the sign-in table, and managing the in-person public meeting information stations.

g. The CONSULTANT shall prepare documentation for the virtual and in-person public meetings. The CONSULTANT shall provide an electronic copy of the draft public meeting documentation for the CITY's and FHWA's review and approval prior to the public meeting.

Deliverables:

- Draft Notice of Virtual Public Meeting with In-Person Option (English and Spanish)
- Final Notice of Virtual Public Meeting with In-Person Option (English and Spanish)
- Public Meeting Notice/Letter of Invitation to public/elected officials
- Public Meeting Materials (comment form, location map, fact sheet, exhibit boards, etc.)
- Public Meeting Summary Report/Documentation of Public Meeting (to be included in EA)

2. OPPORTUNITY FOR A PUBLIC HEARING

Upon determination of the EA as "satisfactory for further processing" by FHWA, the CONSULTANT shall prepare, in coordination with the CLIENT and FHWA, a public notice to afford an opportunity for a public hearing. The notice shall be written in English and Spanish and shall be published in at least one (1) English text newspaper and in at least one (1) Spanish text newspaper. Both papers are to have circulation in the project area. Additionally, the notice shall be published online on the CITY website and/or applicable social media accounts.

Deliverables:

- Draft Notice Affording the Opportunity for a Public Hearing (English and Spanish)
- Final Notice Affording the Opportunity for Public Hearing (English and Spanish)
- Documentation of the opportunity for a public hearing shall be incorporated into the EA

The CONSULTANT shall develop one (1) letter to adjoining property owners, the general public and stakeholders announcing the opportunity for a public hearing. Letters shall be written in English and Spanish. The CONSULTANT shall send letters to adjoining property owners via the US Postal Service using certified mail with a return receipt. The CONSULTANT shall send letters to the general public and other stakeholders via the US Postal Service using regular mail.

Deliverables:

- Draft Notification Letter for CITY and FHWA review
- Final Notification Letter for CITY, CONSULTANT or FHWA signature

The CONSULTANT shall develop one (1) letter to elected officials announcing the opportunity for a public hearing. The CONSULTANT shall send letters to elected officials via the US Postal Service using regular mail.

Deliverables:

- Draft Notification Letter for CITY and FHWA review

- Final Notification Letter for CITY, CONSULTANT or FHWA signature

3. PUBLIC HEARING

The CONSULTANT shall follow the FHWA guidance for public hearings (similar activities to those outlined in Subtask 120.04.01 – Virtual Public Meeting with In-Person Option). The Public Hearing shall include an open house forum for project information and exhibits followed by a formal presentation. Speakers would be allowed a specified time period (typically 3 minutes) to voice their project comments at the hearing. The CONSULTANT shall make arrangements for one (1) court reporter to provide a verbatim transcript of the Public Hearing presentation and comments. A virtual component of the public hearing would be included as part of the public hearing task as appropriate. Documentation of the Public Hearing would be incorporated into the EA. Public hearing comments would also be addressed in the EA. If (following the opportunity for a Public Hearing) no requests for a public hearing are received by TxDOT, then this task would be eliminated.

E. EXCLUSIONS

The following environmental services are specifically excluded from this scope of work and, if required, shall be subject to an additional services request:

- Antiquities Permit
- Archeological testing, data recovery and monitoring.
- Audio/visual equipment rental.
- Bicycle/pedestrian connectivity study.
- Biological Assessment preparation.
- Construction Emissions Mitigation Plan.
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Emergency Response Control Pollution Plan.
- Environmental permitting.
- Historic American Buildings (HABS)/Historic American Engineering Record (HAER) documentation.
- Hazardous materials investigations (Phase II/III) beyond the level of an ISA (ASTM E1527-21).
- Historic resources research design
- Human remains evaluation/coordination/removal.
- Incidental Take Permit activities.
- Meetings with Affected Property Owners.
- Mobile Source Air Toxics (MSAT) quantitative analysis.
- NRHP nominations.
- Phase II hazardous materials due diligence/site assessments.
- Project newsletter or project website development.
- Quantitative MSAT analysis.
- Section 4(f) and/or Section 6(f) evaluations.
- Security officer(s) for public meeting.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.

- Storm Water permits.
- Storm Water Pollution Prevention Plan.
- Wetland/Stream mitigation.
- Wild and scenic river assessments.

V. TASK 5 SCHEMATIC AND PS&E

A. **ROW SURVEYS, AND DESIGN SURVEYS -** Design Surveys include performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work to design a project, or during layout and staking of projects for construction. The ROW Surveys will consist of a boundary survey for ROW dedication, and ROW dedication plat.

1. PURPOSE

a. The purpose of the ROW survey is to prepare the appropriate plat and field notes for the acquisition of private property for the use of the construction of a new location roadway arterial for public use.

b. The purpose of a design survey is to provide field data in support of transportation systems design. A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include locating existing right-of-way, cross-sections, or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

2. TASKS TO BE COMPLETED

a. Horizontal and Vertical Control for Field Surveying

i. Set 6 Primary TYPE II Stamped Brass Disks and 6 Secondary Light Duty Control Monuments in English and Metric Units that is accessible in both in NAD 83 and Universal Transverse Mercator Coordinates.

ii. Set aerial control targets.

iii. Verify Existing Horizontal and Vertical survey control.

iv. Digital Level Loop on all Control Points.

v. Set Control Points in US and Mexico.

b. Boundary retracement of Existing ROW and Proposed ROW – The CITY will request a boundary survey for ROW dedication, ROW dedication plat. The tasks will include the following:

i. The CONSULTANT will field survey and perform office work to prepare right-of- way dedication survey including title search by CONSULTANT, deed and plat research, field work, preparation of survey, metes and bounds description, closure, and coordination with surveyor.

- Prepare existing ROW Abstract Map base drawing using researched property and easement deeds.

ii. Identify all easements and property interests for pipelines and other utilities that fall within the proposed route and GSA Facility site.

- Boundary verification of existing property corners and Parent Tracts.

iii. ROW retracement (FM 255) - Collect and draw into base drawing provided and researched TxDOT ROW maps.

iv. Prepare Parcel Plats and Property Descriptions & Set Proposed Property Corners for two (2) parcels.

- ROW DEDICATION PLAT - The CONSULTANT will plat the right-of-way following City of Laredo Land Development Guidelines.

v. Delineate the proposed corridor and GSA Facilities on Abstract Map and on the ground for GSA approval.

vi. The CONSULTANT shall notify the CITY in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The CONSULTANT shall be responsible for identifying and delineating any temporary construction easements in areas outside the proposed ROW. The CITY shall secure the necessary legal instruments.

c. Design Surveys - Aerial LiDAR and Photogrammetric Imagery will be collected of approximately 300 acres lying each side of the Rio Grande River to create a 1-foot interval contour map. Obscured areas will be surveyed using GPS, terrestrial scanning, conventional total station and digital level methods. The CONSULTANT shall perform tasks including the following:

i. Hydrographic Survey of the Rio Grande River shall consist of cross-sections at 100 ft intervals along center of the river. Cross-sections will be taken for minimum distance of 600 ft upstream & downstream of the proposed international bridge crossings. This will be done using a Boat and Staff.

ii. Design survey features to include the following:

- Manholes (inverts and sketch)
- Inlets
- Culverts / headwalls
- Drainage structures or pipe inverts

iii. Survey all surface and visible utilities, including utilities marked by 811 One Call which include the following:

- Water (valves, meter boxes, measure down to top of valve stem)
- Sewer (clean outs, top of manholes, measure down to inverts)
- Overhead telephone
- Underground Telephone markers and paint from Texas 811 Call
- Overhead electric
- Underground Electric markers and paint from Texas 811 Call
- Gas (valves, meter boxes)

iii. Stake and collect Bridge Soil Borings locations

iv. The CONSULTANT's Surveyors shall also prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet(s)*, signed, sealed, and dated by an RPLS for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas the *Horizontal and Vertical Control sheet(s)* identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet(s)* must be used in conjunction with each other as a set. The following information shall be shown on the *Survey Control Index Sheet:*

- Overall view of the project and primary control monuments set for control of the project
- Identification of the control points
- Baseline or centerline
- Graphic (Bar) Scale
- North Arrow
- Placement of note *"The survey control information has been accepted and incorporated into this PS&E"* which shall be signed, sealed, and dated by a Texas Professional Engineer.
- RPLS signature, seal, and date
- Location for each control point, showing baseline or centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
- Basis of Datum for horizontal control (base control monument/benchmark name, number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.
- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (State Plane Coordinates [SPC] Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.

xii. The CONSULTANT will perform the following tasks prior to design and the commencement of construction:

- Stake proposed ROW for Environmental purposes with 48" Wooden Lathes
- Stake the proposed ROW prior to start of construction.
- Stake proposed baseline/centerline prior to start of construction.

3. **TECHNICAL REQUIREMENTS**

a. ROW surveys, and Design surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.

b. Horizontal ground control used for design surveys and construction surveys, based on acceptable methods conducted by the CONSULTANT's Surveyor, must meet the standards of accuracy required by the State of Texas. Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

c. Vertical ground control used for design surveys and construction surveys, based on acceptable methods conducted by the CONSULTANT's Surveyor, must meet the standards of accuracy required by the State of Texas. Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

d. Side shots or short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:

i. Side shots or short traverses must begin and end on horizontal and vertical ground control as described above.

ii. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that horizontal locations relative to the control may be reported within the following limits:

- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.

4. **AUTOMATION REQUIREMENTS**

a. Planimetric design files (DGN) must be fully compatible with the TxDOT's *ORD* graphics program without further modification or conversion.

b. Electronically collected and processed field survey data files must be fully compatible with the TxDOT's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by TxDOT.

c. DTM must be fully compatible with the TxDOT's *ORD* system without further modification or conversion. All DTM must be fully edited and rectified to provide a complete digital terrain model with necessary break lines.

5. **DELIVERABLES**
   a. See Task 6 Deliverables.

B. **UTILITY ENGINEERING INVESTIGATION AND COORDINATION**
The CONSULTANT shall perform utility engineering investigation and utility coordination as part of this project to identify and all utility conflicts that arise from the proposed improvements and clear the conflicts for the advancement of the project. These tasks are described herein.

1. **UTILITY ENGINEERING INVESTIGATION** - Includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38-02 [(http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.
   a. Utility Quality Levels (QL) - Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

   - Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, locations marked by DIGTESS, and data repositories.
   - Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records.
   - Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.
   - Quality Level A – Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet (30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

   b. **Utility Investigations Methodology**

i. Utility Investigation Quality Level D - The CONSULTANT shall perform records research from all available resources. Sources include: Texas811, Railroad Commission of Texas (Texas RRC), verbal recollection, as-built information from plans, plats, permits and any other applicable information provided by the utility owners or other stakeholders.

(1) Document utility owners and contact information.

(2) Create a utility drawing of information gathered.

ii. Utility Investigation Quality Level C – The CONSULTANT shall:

(1) In combination with existing Quality Level D information, utilize surveyed above-ground utility features and professional judgement to upgrade Quality Level D information to Quality Level C. For those utilities unable to be upgraded, retain as Quality Level D.

(2) Overhead utilities information must be gathered and depicted. Sag elevations of lowest utility must be documented at road crossings, per best practices document.

(3) Storm and sanitary sewer information must be gathered from Level D and upgraded to Level C as possible, unless otherwise directed by the CITY.

(4) Mapping of underground vaults may be requested by the CITY.

(5) Create composite utility drawing of information gathered.

iii. Designate (Quality Level B) - Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designating (Quality Level B) services are inclusive of Quality Levels C and D. The CONSULTANT shall:

(1) As requested by the CITY, compile "as-built" information from plans, plats and other location data as provided by the utility owners.

(2) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work for accuracy and completeness.

(3) Designate, record, and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques.

(4) Obtain TxDOT permit for Quality Level B operations on TxDOT ROW along FM 1472 and the IH 35 SBFR.

(5) Using both active and passive scans to attempt to locate any additional utilities, including unrecorded and abandoned storm and sanitary sewer facilities, at the direction of the CITY, may be investigated using additional methods such as rodding that would then classify them as Quality Level B. A non-water based pink paint or pink pin flags must be used on all surface markings of underground utilities.

(6) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. The Engineer must prepare and deliver to CITY a color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Engineer and CITY acknowledge that the line sizes of designated utility facilities detailed on the deliverable will be from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only which states, "lines sizes are from best available records". All above-ground utility feature locations must be included in the deliverable to the CITY. This information must be provided in the latest version of OpenRoads civil design system used by the CITY. The Engineer shall deliver the electronic file on CD, DVD, or USB flash drive, as requested by the CITY. A hard copy is required and must be signed, sealed, and dated by the registered engineer overseeing the utility engineering investigation. When requested by the CITY, the designated utility information must be over laid on the project design plans.

(7) Determine and inform the CITY of the approximate electronic utility depths at critical locations as determined by the CITY. The limits of this additional information should be determined prior to the commencement of work. This depth indication is understood by both the Engineer and the CITY to be approximate only and is not intended to be used preparing the ROW and construction plans.

(8) Provide a monthly summary, with weekly updates, of work completed and in process with adequate detail to verify compliance with agreed work schedule.

(9) Close-out permits as required.

(10) Clearly identify all utilities that were discovered from Quality Levels C and D investigation but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

(11) Comply with all applicable TxDOT policy and procedural manuals.

iv. Subsurface Utility Locate (Test Hole) Service (Quality Level A) - Locate is the process used to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The CONSULTANT shall:

(1) Review requested test hole locations and advise the CITY in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

(2) Coordinate with utility owner inspectors as may be required by law or utility owner policy.

(3) Obtain TxDOT permit for Quality Level A operations on TxDOT ROW along FM 1472 and the IH 35 SBFR.

(4) Place Texas 811 ticket 48 hours prior to excavation.

(5) Neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

(6) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

(a) Elevation of top of utility tied to the datum of the furnished plan.

(b) Minimum of two benchmarks utilized. Elevations must be within an accuracy of 15mm (.591 inches) of utilized benchmarks.

(c) Elevation of existing grade over utility at test hole location.

(d) Horizontal location referenced to project coordinate datum.

(e) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

(f) Utility facility materials.

(g) Utility facility condition.

(h) Pavement thickness and type.

(i) Coating/wrapping information and condition.

(j) Unusual circumstances or field conditions.

(7) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection, and other protective coverings and features.

(8) In the event of any damage to the utility during the locating process, the Engineer must stop work, notify the appropriate utility facility owner, the CITY, and appropriate regulatory agencies. The regulatory agencies may include: the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken.

(9) Back fill all excavations with appropriate material, compact backfill by appropriate mechanical means, and restore pavement and surface material.

(10) Furnish and install a permanent above-ground marker (as specified by the CITY, directly above center line of the utility facility.

(11) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the CONSULTANT shall return to correct the condition at no extra charge to the CITY.

(12) Plot utility location position information to scale and provide a comprehensive utility plan signed and sealed by the responsible professional engineer. This information must be provided in the latest version of MicroStation and be fully compatible with the OpenRoads civil design system used by the CITY. The electronic file will be delivered on CD, DVD or USB flash drive as requested. When requested by the CITY, the locate information must be over laid on the CITY's design plans.

(13) Return plans, profiles, and test hole data sheets to the CITY. If requested, conduct a review of the findings with the CITY.

(14) Close-out permits as required.

2. **UTILITY COORDINATION** - The CONSULTANT shall perform utility coordination with public and private utility providers (up to 18 meetings assumed) through the City of Laredo utility coordination committee process to determine the location of each existing and proposed utility and discuss potential conflicts with the utility representative attendees that are part of the Laredo utility coordination committee. The existing and proposed utilities shall be represented in a 3D MicroStation model. The utility coordination includes determining extents of existing utilities, as well as proposed utilities. As part of this effort the CONSULTANT will develop a utility conflict matrix to catalog all conflicts, indicate proposed resolutions and track the progress of clearance. For the 30%, 60%, 90% and 100% design phase, CONSULTANT will provide 11x17 existing utility layouts in *.pdf format. As part of this process for the purpose of approval of the ROW plats and replats, The CONSULTANT will work to secure a C3 letter for platting, as required by the City of Laredo.

C. **ACCESS MANAGEMENT**. The CONSULTANT shall coordinate and evaluate access management within the project limits in accordance with the latest TxDOT Access Management Manual or as directed by the CITY.

D. TRAFFIC ENGINEERING ANALYSIS SERVICES

The CONSULTANT shall develop existing and twenty-year projected traffic data for use in the preparation of the Presidential Permit Application and the schematic design of the proposed Colombia Solidarity Bridge Expansion. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the CITY. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, and Highway Capacity Manual - Transportation Research Board, TxDOT Hydraulic Design Manual, TxDOT Freeway Signing Handbook, Standard

Highway Sign Designs for Texas (SHSD), the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation (USDOT), and AASHTO – A Policy on Design Standards Interstate System. The CONSULTANT shall perform the following:

1. **DATA COLLECTION** – The CONSULTANT shall collect the following data from available public sources for traffic on the Colombia Solidarity Bridge.
   a. Traffic data
   b. Freight data
   c. Crossing statistics
   d. Trade data
   e. City of Laredo growth
   f. Laredo MPO data
   g. TxDOT SAM model forecast data
   h. INRIX Data on existing operational delays
   i. BCIS data

2. **REVIEW EXISTING TRAFFIC DATA**
   a. Summary of Lane Configurations
   b. Summary of Transportation Infrastructure (local and nationwide)
   c. Summary of Mexican Infrastructure
   d. Summary of Traffic Volumes
      i. Historic Patterns
      ii. Anticipated growth from various sources
         (1) TxDOT Freight Model
         (2) Regression analysis of Historic traffic data
         (3) Economic Forecasts
         (4) Summarize and identify appropriate growth rate
      i. Develop Traffic projections.
      ii. Document Existing Delay and Forecast Border Delay (INRIX)
      iii. Operational Capacity
   e. Impact of Expansion on Existing system and Nearby Bridges
   f. Conclusion

3. **PROPOSED BRIDGE SUMMARY**
   a. Expected Service Capacity
   b. Proposed Lane Configurations

4. **<u>DELIVERABLES</u>:**
   a. See Task 6 for deliverables.

E. GEOTECHNICAL TESTING, ANALYSIS AND REPORTING

1. **GEOTECHNICAL REPORT –** The CONSULTANT shall develop a substructure recommendation, foundation recommendations, and pavement design for this project

that reflects the traffic forecast, selected bore logs and geotechnical analysis described in the geotechnical report. The CONSULTANT will submit the results of the scope of work in a formalized report prepared by a Professional Engineer licensed by the State of Texas. The report will include the following:

- Describe and assess the site and general soil conditions encountered.
- Computer generated boring logs with soil stratification based on soil classification.
- Summarized laboratory data.
- Groundwater levels if observed during and after completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered soils conditions.
- Earthwork consideration.
- Recommendation of substructure for new bridges.
- Recommendation of construction methods for the placement of underground pipe utilities and temporary bracing during construction.
- Provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project.
- Resilient Modulus test results.
- The CONSULTANT will make three (3) recommendations for pavement sections of the proposed roadway for both rigid and flexible pavements using TxDOT design procedures for pavement materials, thicknesses and related construction requirements. Asphalt Pavement Design Recommendations will be based on projected traffic data to be developed as part of this Supplemental Work Authorization. Pavement design alternatives must also consider benefits of including or excluding subgrade stabilization.

2. **DELIVERABLES:**
   See Task 6 for deliverables.

F. POE FACILITY IMPROVEMENTS

1. EXISTING CONDITIONS SURVEYS

a. CONSULTANT shall visit the site to take photos and observe its existing character and understand the layout of the existing facilities.
b. The initial phase involves a thorough site survey and assessment, where the consultants visit the building to inspect its dimensions, layout, structural elements, and any unique characteristics. Detailed measurements are then collected using tools like tape measures and laser distance meters to precisely capture the building's features. Photographs are taken to visually document the building from various perspectives, aiding in the understanding of its overall appearance and specific details. If existing drawings are available, they are reviewed for insights

into the original design but are often verified through physical measurements due to potential discrepancies.

c. As-Built Development - Architects take field notes and sketches to record specific details such as wall thicknesses, door and window locations, and structural elements. For more complex structures, advanced surveying equipment like 3D laser scanners may be used to create accurate digital models. Subsequently, the architect uses computer-aided design (CAD) software to draft the as-built drawings, incorporating all observed changes, renovations, or additions made to the building over time.

2. FACILITY IMPROVEMENT MASTER PLAN CONCEPTS

Using base information provided by the CLIENT, EXISTING CONDITIONS SURVEY and LIDAR survey, CONSULTANT shall define a Master POE Plan scope of work, schedule, and overall items of coordination. CONSULTANT will provide/perform the following Master Planning Phase Services:

a. Analyze the capabilities and limitations of the POE site and prepare descriptive graphics in a study of development feasibility.
b. This effort shall include an investigation of property abutting the subject area to assess the need for property acquisition and/or public easements for review by CITY.
c. Conduct a work session with the CITY to determine a Program of Development for the POE site which includes the Elements referenced above.
d. Prepare conceptual POE development plan alternatives in sketch form.
e. Present the most viable plan alternatives in a work session with the Staff for review and further development.
f. Prepare a first draft of the master plan for staff review and revisions prior to public presentations.
g. Prepare preliminary opinions of probable cost and recommendations for construction phasing. Increments of development will correspond to POE budget plans.
h. Prepare recommendations for maintenance personnel, equipment, and operational budget for the POE improvements.
i. Present the final draft master plan, opinion of probable cost and phasing recommendations once to the CITY.
j. Upon final approval and authorization to proceed, make final revisions to the master plan.
k. Present the final master plan, opinion of probable cost and phasing recommendations once to the CITY and the City Council.

2. SCHEMATIC/ DESIGN DEVELOPMENT PHASE

The documents shall establish the conceptual design & site plan of the project. The Schematic and Design Development Documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, form, size and appearance of the Project by means of plans, sections, elevations and details to the describe the project.

a. CONSULTANT shall prepare, for approval by the CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project with regard to site, architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
b. Coordinate with appropriate governmental authorities and provide information requested for compliance with applicable codes, ordinances, and laws. If necessary, make revisions necessary to obtain compliance or approval.
b. CONSULTANT shall submit informal plans to CITY via email throughout the process for review/comment.
c. Submit the above plans and opinions of probable cost of construction to the CITY for review.
d. Meet with the CITY to discuss plans and opinions of probable cost of construction.
e. Distribute the plans to local utility companies, if necessary, to obtain information regarding impacts to their facilities. Consider how impacts may affect the project cost.
f. The Consultant will submit the Design Development Documents to the CITY's engineering, planning and public works departments for preliminary review.

3. STAKEHOLKDERS MEETING

CONSULTANT will attend up to three (3) meetings/workshops with the project team and community to discuss project goals, guiding principles, concerns, and concept design progress. The meetings are intended to be interactive and allow stakeholders and community members to provide input and feedback on programming and the concept design.

4. PHASING PLAN & PRELIMINARY BUDGETING

CONSULTANT shall provide support to the project estimator in the preparation of schematic design opinion of probable cost for the overall cost of the development. The team will work with the CITY to analyze the costs in a way that can facilitate efficient phasing in order to accomplish full development over a reasonable period of time as established by the CITY and as funding will allow.

5. CONSTRUCTION DOCUMENTS PHASE

CONSULTANT will provide/perform the following Construction Documents Phase Services:

a. Based upon the approved Design Development, the CONSULTANT shall prepare, for approval by the CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.
b. All completed and approved drawings and details will be produced in AutoCAD. All completed and approved specifications will be produced in Microsoft Word.
c. Prepare preliminary and final opinions of probable construction costs.
d. Submit plans and opinions of probable costs to the CITY for review.
e. Prepare development review submittals as required by the CITY.

f. Prepare final bid documents, bid proposal forms, construction plans, and special conditions.
g. File bid documents for review by the Texas Department of Licensing and Regulation.

G. SCHEMATIC LAYOUT (INTERNATIONAL BRIDGE). A schematic of the preferred location of the international bridge to be coordinated with Mexico Engineer, and the Mexico and US Sections of the International Boundary & Water Commission.

The CONSULTANT shall use Bentley's ORD 3D Design technology in the design and preparation of the roadway plan sheets. The CONSULTANT will utilize ORD for the duration of the project.:

1. Preliminary Geometric Project Layout. The CONSULTANT shall develop a preliminary geometric project layout (Layout) and a preliminary 3D model if requested by the CITY, for the full length of the project to be reviewed and approved by the CITY prior to the CONSULTANT proceeding with the 30% milestone submittal package.

   The Layout must consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout must also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities must be shown on the Layout.

2. The CONSULTANT shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The CONSULTANT shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The Layout must be prepared in accordance with the current TxDOT Roadway Design Manual. The CONSULTANT shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives must be considered to provide for an optimal design. The project layout must be coordinated with the CITY and adjacent projects, if any.
3. The CONSULTANT shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.
4. The 3D model, if requested by the CITY, must be created using Bentley's ORD tools. The 3D model must have enough details to verify the feasibility of the proposed design.
5. Prior to proceeding with the final preliminary geometric layout, the CONSULTANT shall also present to the CITY for review and approval, alternatives for the design (e.g., flush or raised curb median) with recommendations and cost estimates for each

alternative. The CONSULTANT shall also attend all necessary meetings to discuss the outcome of the evaluations of the study.

6. The CONSULTANT shall provide a schematic roll plot, cross-sections roll plot, and roadway plan and profile drawings using CADD standards as required by the CITY. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities will be shown as part of the base map. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on same sheets. The plan view must contain the following design elements:
   a. Calculated roadway centerlines for the major arterial, turnaround, cross streets, deceleration lane and frontage road. Horizontal control points must be shown. The alignments must be calculated using ORD.
   b. Pavement edges for all improvements (for the major arterial, turnaround, cross streets, deceleration lane and frontage road).
   c. Lane and pavement width dimensions.
   d. The geometrics of the major arterial, turnaround, cross streets, deceleration lane and frontage road.
   e. Proposed structure locations, lengths, and widths.
   f. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
   g. Drawing scale shall be 1" =100'
   h. Control of access line, ROW lines and easements.
   i. Begin and end superelevation transitions and cross slope changes.
   j. Limits of riprap, block sod, and seeding.
   k. Existing utilities and structures.
   l. Benchmark information.
   m. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
7. The profile view must contain the following design elements:
   a. Calculated profile grade for the proposed major arterial, turnaround, cross streets, deceleration lane and frontage road. Vertical curve data, including "K" values must be shown.
   b. Existing and proposed profiles along the proposed centerline of the major arterial, the outside shoulder line of the deceleration lane and turn around, and the outside gutter line of the IH 35 southbound frontage road.
   c. Water surface elevations at major stream crossing for 2, 5, 10-, 25-, 50-, and 100-year storms.

d. Drawing vertical scale to be 1" =10'.

8. Typical Sections: The CONSULTANT shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, and limits of embankment and excavation.
9. Roadway Design: The CONSULTANT shall provide the design of the major arterial, ramps, deceleration lanes, and frontage road tie-in. The design must be consistent with the approved schematic or refined schematic and the current *TxDOT Roadway Design Manual*.
10. Cross Streets. The CONSULTANT shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The CONSULTANT shall design for full pavement width to the ROW and provide a transition to the existing roadway.
11. Cut and Fill Quantities. The CONSULTANT shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be delivered in standard GEOPAK format on 11"x17" sheets and/or roll plots and electronic files, depending on the project design phase. The CONSULTANT shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), and profiles.
12. Plan Preparation. The CONSULTANT shall prepare a schematic roll plot, roadway plans, profiles, and typical sections for the proposed improvements. Prior to the 30% submittal, the CONSULTANT shall submit the schematic roll plot and cross section roll plot to schedule a workshop to review profiles, ORD 3D models (if applicable) and cross-sections with the CITY. The profile and cross sections must depict the 2, 5, 10, 25-, 50-, 100- and 500-year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the CITY to determine the most feasible proposed roadway profile. The CITY will approve the proposed profiles, 3D models (if applicable), and cross sections before the CONSULTANT continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the CONSULTANT preparing plans to construct the major arterial, ramps, deceleration lanes, frontage road tie-in and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the *PS&E Preparation manual*.

13. Pedestrian and Bicycle Facilities. The CONSULTANT shall coordinate with the CITY to incorporate the shared use path as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities. Design of the Shared Use Path will consist of plan and profile sheets using a horizontal scale of 1" = 60' and a vertical scale of 1" = 6' on 11"x17" plan sheets. There will not be dedicated cross-sections for the shared use path. Cross-sections of the shared use path will be incorporated into the roadway cross-sections.

I. DRAINAGE

1. **Bridge Waterway**. The Engineer shall perform hydrologic analysis and hydraulic computations (bridge waterway) to the requirements and approval of the Mexico / US IBWC.
    a. Determine/delineate drainage areas
    b. Hydrologic data/discharge determination
    c. Hydraulic Modeling
    d. Hydraulic Report
    e. IBWC / FEMA floodway requirements; IBWC coordination.
2. **Data Collection.** The CONSULTANT shall provide the following data collection services:
    a. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
    b. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected will include the CITY, TxDOT Laredo District, City of Laredo, Webb County, Federal Emergency Management Agency (FEMA) and International Boundary and Water Commission (IBWC).
    c. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
    d. Review survey data and coordinate any additional surveying needs with the CITY.
    e. At the CITY's request, existing drainage structures shall be represented in a 3D MicroStation model.
    f. Meet with local government officials to obtain historical flood records. Interview up to 6 residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information.

3. **Hydrologic Studies.** The CONSULTANT shall provide the following services to the requirements and approval of Mexico/ US and IBWC:

   a. Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available.

   b. Calculate discharges using appropriate hydrologic methods and as approved by the CITY.

   c. Consider the pre-construction and post-construction conditions in the hydrologic study.

   d. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The CONSULTANT shall not use existing hydrologic studies without assessing their validity. CONSULTANT will utilize NOAA Atlas 14 rainfall data for Webb County.

   e. CONSULTANT to employ a 4% Annual Exceedance Probability (AEP) design frequency for the major arterial component of the project. The connecting TxDOT roadways will be analyzed and designed based on the functional classification of the respective roadways as described in the TxDOT Hydraulic Design Manual. All City of Laredo connecting streets will be analyzed and designed for a 4% AEP. All facilities will also be analyzed for the 1% Annual Exceedance Probability (AEP) storm frequency to determine that no adverse impacts occur due to the project improvements (i.e., structures in the existing 1% AEP floodplain have increased flooding or new structures are not added to the 1% AEP). The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP).

4. **Bridge Waterway Hydraulic Design & Documentation.** The CONSULTANT shall provide the following services to the requirements and approval of Mexico/ US and IBWC:

   a. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.

   b. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, HY-8, GeoPak Drainage, and InRoads Drainage. 2D Hydraulic modeling will not be performed for this project.

   c. Use the current effective FEMA or IBWC models, where appropriate, as a base model for the analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.

   d. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other CITY's approved models that will compute these storage discharge relationships along the channel.

e. Consider pre-construction, present and post-construction conditions.

f. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.

g. Compute right of way corridor 1% AEP flood plain volumes for existing and proposed roadway elevations. The CONSULTANT shall provide mitigation to offset a decrease in 1% AEP flood plain volumes.

h. Use hydrograph calculations and peak flows to determine the storage required.

i. If necessary, present mitigation measures along with the advantages and disadvantages of each. Each method must consider the effects on the entire area. Include approximate construction costs in the report.

5. **Storm Drains:** The CONSULTANT shall provide the following services:

   a. Design and analyze storm drains using software as approved by the CITY.

   b. Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the roadway and local property in accordance with the TxDOT Hydraulic Design Manual, District criteria and any specific guidance provided by the CITY. Storm drain design software shall be GeoPak Drainage, InRoads Drainage, XP Storm, or another similar software for storm drain design.

   c. Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.

   d. Calculate manhole head losses. Compute manhole head losses as per FHWA's HEC-22.

   e. Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the CONSULTANT. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the CONSULTANT shall evaluate the hydraulic grade line throughout the whole system, within project limits, for the design frequency or frequencies. The CONSULTANT shall coordinate with the CITY any proposed changes to the detention systems. The CITY will assess the effects of such changes on the comprehensive drainage studies.

   f. Identify areas requiring trench protection, excavation, shoring, and de-watering.

6. **Cross-Drainage Structures:** The CONSULTANT shall provide the following services:

   a. Determine drainage areas and flows for up to 14 cross culvert drainage systems.

b. Determine the sizing of the drainage crossings. The scope includes the installation of proposed culverts for the limits of the project limits. Develop designs that minimize the interference with the passage of traffic or cause damage to the roadway and local property in accordance with the TxDOT Hydraulic Design Manual, District criteria and any specific guidance provided by the CITY. Cross drainage design shall be performed using HY-8 or HEC RAS. HEC-RAS will be required for any cross-drainage structures that meet the criteria for bridge class culverts. Non-bridge class culverts will be designed using HY-8.

7. **Temporary Drainage Facilities:** The CONSULTANT shall provide the following services:

   a. Develop plans for temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

8. **Scour Analysis.** The CONSULTANT shall provide the following services:

   a. Perform a scour analysis for up to 1 proposed bridge class culvert.

   b. Prepare each scour analysis using an CITY-approved methodology. The CONSULTANT shall select the methodology based on the site conditions such as the presence of cohesive or cohesionless soil, rock or depth of rock, proposed foundation type, and existing site performance. The CONSULTANT shall follow the methodology outlined in the TxDOT Geotechnical Manual. The CONSULTANT shall coordinate with the CITY prior to commencing any work on any Stream Migration Study.

   c. Provide the CITY the potential scour depths, envelope and any recommended countermeasures including bridge design modifications and/or revetment.

9. **Plans, Specifications and Estimates (PS&E) Development for Hydraulics:** The CONSULTANT shall provide a Drainage report for submittal to the City of Laredo One Stop Shop (OSS) as part of the plat and re-plat submittals for this project. The CONSULTANT shall provide the Hydraulic Report for the Bridge Waterway for submittal to the IBWC as part of the IBWC coordination. The CONSULTANT shall also prepare the PS&E package in accordance with the applicable requirements of TxDOT's specifications, standards, and manuals, including the PS&E Preparation Manual. Include the following sheets and documents, as appropriate:

   a. Drainage Report

   b. Hydrologic Data Sheets

   c. Hydraulic Data Sheets

   d. Scour Data Sheets (if applicable)

   e. Culvert Layout Sheets

   f. Storm Drain Plan/Profile Sheets

g. Roadway Plan & Profile Sheets including profile grade line of parallel ditches, if applicable.

h. Prepare culvert cross sections and identify each cross-section's station location.

i. Identify areas requiring trench protection, excavation, shoring and de-watering.

j. Prepare drainage area maps.

k. If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.

l. Select any necessary standard details from TxDOT or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.

m. Prepare details for non-standard inlets, manholes and junction boxes.

n. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.

o. Identify pipe strength requirements.

p. Prepare drainage facility quantity summaries.

q. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.

r. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.

s. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

t. Prepare Hydraulic Data Sheets for any bridge class culverts or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.

u. Develop a 3D model of the proposed drainage structures using the SUE or SUEDA capabilities of the Bentley ORD Product, if requested by the CITY.

J. SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)

1. **Signing.** The CONSULTANT shall prepare drawings, specifications, and details for all signs. The CONSULTANT shall coordinate with the CITY (and other consultants as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The CONSULTANT shall:

   a. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.

   b. Designate the shields to be attached to guide signs.

   c. Illustrate and number the proposed signs on plan sheets.

   d. Select each sign foundation from TxDOT Standards.

2. **Pavement Marking.** The CONSULTANT shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The

CONSULTANT shall coordinate with the CITY (and other consultants as required) for overall temporary, interim, and final pavement marking strategies. The CONSULTANT shall select pavement markings from the latest TxDOT standards. If requested by the CITY, the CONSULTANT shall provide a 3D model with the proposed pavement marking stenciled onto the model. The CONSULTANT shall provide the following information on sign and pavement marking layouts:

a. Roadway layout.

b. Center line with station numbering.

c. Designation of arrow used on exit direction signs

d. Culverts and other structures that present a hazard to traffic.

e. Location of utilities.

f. Existing signs to remain, to be removed, to be relocated or replaced.

g. Proposed signs (illustrated, numbered and size).

h. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.

i. Proposed overhead sign bridges, indicating location by plan.

j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.

k. Quantities of existing pavement markings to be removed.

l. Proposed delineators, object markers, and mailboxes.

m. The location of interchanges, main lanes, grade separations, frontage roads and ramps.

n. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.

o. Right-of-way limits.

p. Direction of traffic flow on all roadways.

3. **Traffic Warrant Studies.** The CONSULTANT shall prepare up to one (1) traffic signal warrant studies to support their recommendation for the continuous activation of an existing traffic signal or a proposed traffic signal based on projected volumes. Each warrant study must include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

4. **Traffic Signals.** Based upon the results of the Traffic Warrant Studies, the CONSULTANT shall identify and prepare Traffic Signal Plans for up to one (1) warranted traffic signals.

   a. The CONSULTANT shall implement each proposed traffic signal improvement within existing City of Laredo or TxDOT ROW unless otherwise approved by the CITY. The CONSULTANT shall refer to latest version of the *TMUTCD*, *Traffic*

Signal Manual, and the TxDOT roadway (ramp) and traffic standards for work performed for either temporary or permanent traffic signals.

b. The CONSULTANT shall develop and include a timing plan for each signal improvement.

c. The CONSULTANT shall confirm the power source for all new and existing signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The CONSULTANT shall develop quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the Green Ribbon Report recommendations and standards.

d. The CONSULTANT shall provide the following information in the Traffic Signal Plans:

i. Layout

(1) Estimate and quantity sheet

- List of all bid items
- Bid item quantities
- Specification item number
- Paid item description and unit of measure

(2) Basis of estimate sheet (list of materials)

(3) General notes and specification data.

(4) Condition diagram

- Highway and intersection design features
- Roadside development
- Traffic control including illumination

(5) Plan sheet(s)

- Existing traffic control that will remain (signs and markings
- Existing utilities
- Proposed highway improvements
- Proposed installation
- Proposed additional traffic controls
- Proposed illumination attached to signal poles.
- Proposed power pole source

(6) Notes for plan layout

(7) Phase sequence diagram(s)

- Signal locations
- Signal indications
- Phase diagram
- Signal sequence table
- Flashing operation (normal and emergency)
- Preemption operation (when applicable)
- Contact responsible Agency to obtain interval timing, cycle length and offset

(8) Construction detail sheets(s)

- Poles (State standard sheets)
- Detectors
- Pull Box and conduit layout
- Controller Foundation standard sheet
- Electrical chart

(9) Marking details (when applicable)

(10) Aerial or underground interconnect details (when applicable)

ii. General Requirements

(1) Contact local utility company

- Confirm power source

(2) Prepare governing specifications and special provisions list

(3) Prepare project estimate

(4) Conduct traffic counts and prepare Traffic Signal Warrant Studies for up to 2 proposed and existing traffic signals at designated locations.

iii. Summary of Quantities

(1) Small signs tabulation

(2) Large signs tabulation including all guide signs

iv. Sign Detail Sheets

(1) All non-standard signs

(2) Design details for large guide signs

(3) Dimensioning (letters, shields, borders, etc.)

(4) Designation of shields attached to guide signs

K. MISCELLANEOUS

1. **Retaining Walls and Miscellaneous Structures.** Retaining walls are not anticipated for this project. If retaining walls become apparent as a need for the project due to the availability of more detailed information or a change in site conditions, an additional services request will be submitted for review and approval by the CITY as a separate supplemental work authorization.
2. **Traffic Control Plan, Detours, Sequence of Construction.** The CONSULTANT shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. Up to 4 phases are assumed. The CONSULTANT shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The CONSULTANT shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The CONSULTANT shall interface and coordinate phases of work, including the TCP, with adjacent CONSULTANTs. The CONSULTANT shall:
   - **a.** Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The CONSULTANT shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The CONSULTANT shall show temporary roadways, ramps, structures, and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
   - **b.** Coordinate with the CITY in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The CONSULTANT shall assist the CITY in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
   - **c.** Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The CONSULTANT shall notify the CITY in the event existing access must be eliminated and must receive approval from the CITY prior to any elimination of existing access.
   - **d.** Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The CONSULTANT shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
   - **e.** Prepare each TCP in coordination with the CITY. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The CONSULTANT shall interface and coordinate phases of work, including the TCP, with adjacent CONSULTANTs, which are responsible for the preparation of the PS&E for adjacent projects.

f. Maintain continuous access to abutting properties during all phases of the TCP. The CONSULTANT shall develop a list of each abutting property along its alignment. The CONSULTANT shall prepare exhibits for and attend meetings with the public, as requested by the CITY.

g. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the CONSULTANT shall notify the CITY in writing of the need and justification for such action. The CONSULTANT shall identify and coordinate with all utility companies for relocations required.

h. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

i. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

j. Identify and delineate any outstanding ROW parcels.

k. Delineate areas of wetlands on traffic control plans.

l. At the request of the CITY, the TCP phasing shall be designed using Bentley's ORD 3D modeling technology.

3. **Temporary Traffic Signals:** The CONSULTANT shall immediately notify the CITY if the CONSULTANT determines that an existing traffic signal or roadway illumination will be affected by the project. The CONSULTANT shall address the adjustment or realignment of traffic signal heads and the use of detection for main lanes and side streets on the plans as directed by the CITY. The CONSULTANT shall obtain traffic movement counts to address any new timing plans to minimize the impact during construction and to determine the storage length needed for left and right turn movements. The CONSULTANT shall address lighting of signalized intersections and shall coordinate with local utilities as approved by the CITY.
4. **Stormwater Pollution Prevention Plans (SW3P).** The CONSULTANT shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control. The CONSULTANT shall also provide an SW3P report for submittal to the City of Laredo OSS as part of the plat and re-plat submittals for this project.
5. **Compute and Tabulate Quantities.** The CONSULTANT shall provide the summaries and quantities within all formal submittals.

6. **Special Utility Details (Water, Sanitary Sewer, *etc*.)** The CONSULTANT assumes that any details or joint bid utility items will be developed by the utility owner or their respective engineering consultant. Any special details developed as part of this project under this Work Authorization will be considered additional services and submitted to the AUHTORITY for review and approval as a separate supplemental work authorization.
7. **Miscellaneous Structural Details.** The CONSULTANT shall provide necessary details (5 special detail sheets assumed) required to supplement standard details.
8. **Estimate.** The CONSULTANT shall independently develop and report quantities necessary to construct the contract in standard CITY bid format at the specified milestones and Final PS&E submittals. The CONSULTANT shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal and at the 95% and Final PS&E submittals per TxDOT District requirement.
9. **Contract time determination.** The CONSULTANT shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the CITY standard definitions of calendar and working days) at the 95% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The CONSULTANT shall provide assistance to the CITY in interpreting the schedule.
10. **Specifications and General Notes.** The CONSULTANT shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The CONSULTANT shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The CONSULTANT shall provide General Notes, Special Specifications and Special Provisions in the required format.
11. **Constructability Review.** The CONSULTANT shall provide Independent Quality Review of the constructability PS&E sets. The CONSULTANT shall perform constructability reviews at major project design milestones (e.g., 30%, 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The CONSULTANT shall provide the results of all Constructability reviews and recommendations to the CITY at major project design milestone submittals.
12. **<u>DELIVERABLES</u>:**

a. See Task 6 for deliverables.

V.TASK 5 BID ADVERTISEMENT AND CONSTRUCTION PHASE SERVICES - The CONSULTANT shall provide Construction Phase Services at the written request of the CITY. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services may include the following:

A. BID ADVERTISEMENT SERVICES

1. Coordinate with the TxDOT Laredo District for completion of each design submittal, provide the 100% PS&E package and receive the Letter of CITY and the Federal Project Authorization and Agreement from TxDOT for bid advertisement.

2. Conduct and attend the virtual Pre-Bid Advertisement for the project using Microsoft Teams.

3. CONSULTANT to provide up to 2 Addendums during the bid advertisement.

4. Conduct the Bid Evaluation of the apparent low bidder

5. Provide the letter of recommendation for the low bidder of the project to the CITY.

6. Submit the request to the TxDOT Laredo District for the Memorandum of Concurrence on the winning bid of the project.

7. In the event that the project will need to be re-bid, the CONSULTANT will provide a request for a supplemental work authorization for additional bid advertisement services.

B. CONSTRUCTION PHASE SERVICES

1. Attend preconstruction meeting

2. Attend bi-weekly progress meetings and make visits to site. Estimate up to 36 site visits and field meetings.

3. Review contractor monthly pay applications. Estimate up to 18 pay applications.

4. Review and approval of shop drawings. Estimate up to 30 shop drawings.

5. Review and approval of forming details. Estimate up 30 submittals.

6. Responding to requests for information (RFIs). Estimate up to 80 RFIs for the duration of the project.

7. Calculate quantities and assist the CITY Construction Engineer and Inspection Consultant (CEI) in preparing change orders. Estimate up to 9 change orders.

8. Providing minor redesign which will include changes to the affected plan sheets and an updated copy of the 3D model (if applicable). Estimate up to 18 design revisions. Note that a major redesign of the project (such as removal of a ditch for the installation of a new storm drain system, adding a new intersection not currently planned during design, or other item that is outside the scope during the design phase of this project) will require an additional services request through a supplemental work authorization.

9. Perform 1 final walk-through and punch list.

10. Provide up to 1 set of record drawings to the CITY in *.pdf format.

11. Perform 1 warranty inspection. CONSULTANT to provide a letter stating that the project was built per plan based on the warranty inspection.

12. CONSULTANT assumes that the duration of construction will not exceed 18 months. In the event that construction extends beyond 18 months, the CONSULTANT will submit to the AUHTORITY a request for a supplemental work authorization of construction phase services for additional time and budget.

VI. TASK 6 DELIVERABLES

A. PROGRAM MANAGEMENT/ADMINISTRATION

- Deliverables: Sixty (60) Monthly Progress Reports and Schedule with Invoice.

B. BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

C. PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING

- Environmental constraints map and documentation.
- Submit Draft Preliminary Engineering Report to CITY for comments.
- Submit Draft Preliminary Engineering Report to agencies identified above and obtain Letters of Support.
- Incorporate and/or respond to comments from agencies.
- Prepare / submit Final Preliminary Engineering Report, along with Letters of Support, including EA / EIS Justification Letter.

D. ENVIRONMENTAL ASSESSMENT

For purposes of this scope, it is presumed that the CONSULTANT shall prepare five (5) versions of the EA. All environmental documents shall be submitted to the CITY and TxDOT electronically though a reasonable number of hardcopies shall be accommodated upon request. The versions of the EA are as follows:

- Draft EA for CITY review
- Draft EA incorporating any CITY comments for FHWA review
- Draft EA incorporating any FHWA comment for any additional agency reviews
- Final EA incorporating any agency comments for FHWA review
- Final EA incorporating any FHWA comments

For purposes of this scope, it is presumed that Version 5 shall be the final submittal. The CONSULTANT will make every effort possible to minimize the versions of the EA for CITY and TxDOT review.

E. SCHEMATIC AND PS&E - ROW SURVEYS, AND DESIGN SURVEYS

- 3D Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the CITY.
- 2D planimetric CAD file in *.dgn format
- ASCII (X, Y, Z) text file of all the collected survey points and PDF copy of the field notes

- Maps, plans, or sketches prepared by the CONSULTANT's Surveyor showing the results of field surveys.
- Computer printouts or other tabulations summarizing the results of field surveys.
- Digital files or media acceptable by the CITY containing field survey data (ASCII Data files).
- Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- Field survey notes, as electronic and hard copies.
- Set survey control monument that will have both horizontal and vertical coordinates and will be referenced to official Benchmarks and Datum points on the Texas State Plane South Zone (NAD 83) and (NAVD 88) datum as derived from the TxDOT VRS Real Time Network (RTN).
- An RPLS Signed and Sealed 8 ½ inch by 11-inch survey control data sheet for each control point which must include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. A pre-formatted survey control data sheet form in Microsoft Office Word 2010 format will be provided by the CITY.
- A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- All ORD files.
- Survey reports in a format requested by the CITY.
- Boundary Survey for R.O.W. Dedication with Survey and metes & bounds description (4 originals)
- R.O.W. Acquisition Plat with the following: Preliminary plat application submittal; City of Laredo OSS submittal; Final plat application submittal; and Record plat.

F. SCHEMATIC AND PS&E - UTILITY ENGINEERING INVESTIGATION AND COORDINATION

- Utility Conflict Matrix that catalogs all utilities in the project limits and shows the progress of conflict resolution for 30%, 60% 90% and 100% Submittal.
- 11x17 Existing Utility Layout Plan Sheets in 1" = 100' Drawing Scale for 30%, 60% 90% and 100% Submittal.
- Existing Utility Layout Map Roll Plot at 1" = 100' Drawing Scale
- City of Laredo Utility Committee Submittal
- Texas Licensed Professional Engineer Signed and Sealed Quality Level A Test Hole Data Sheets for excavated locations.

G. SCHEMATIC AND PS&E – TRAFFIC ENGINEERING ANALYSIS SERVICES

- Traffic Engineering Meeting Minutes (Draft and Final)
- PDF deliverable for the Traffic Engineering Memo with Graphics and Exhibits (Draft and Final)

H. SCHEMATIC AND PS&E - GEOTECHNICAL TESTING, ANALYSIS AND REPORTING

- PDF deliverable of a geotechnical engineering report (Draft and Final)

I. POE FACILITY IMPROVEMENTS

1. **Existing Conditions Surveys –** As-Built Drawings
2. **Facility Improvement Master Plan Concepts**
   a. A colored rendering of the master plan.
   b. An opinion of probable cost
   c. Construction Phasing Plan
   d. A digital file of the Master Plan, Opinion of Probable Cost and Phasing Recommendations in a format specified by the CITY.
   e. Printing costs for the items listed above shall be included in the lump sum fee. Any additional printing shall be provided as an additional service.
   f. 3D Animation: A computer graphic model will be prepared showing the existing conditions, then the proposed improvements to be used by the CITY to educate and inform the public.
3. **Schematic/ Design Development Phase**
   a. Design Development Phase deliverables shall include:
   b. Plan views in appropriate scale
   c. Sections where appropriate
   d. Floor plans and elevations where appropriate
   e. Typical details (architectural and structural)
   f. Preliminary mechanical schematic and design loads
   g. Preliminary electrical schematic with design loads
   h. Preliminary utility schematics
   i. Informal plan submittals via email throughout process for review/comment by City.
4. **Construction Documents Phase**
   a. Plan sheets illustrating plans, elevations, sections, and details of construction. Sections where appropriate. The number of copies shall be as requested by the Owner. Printing cost shall be a reimbursable expense.
   b. Standard City details incorporated into the plans, as required.
   c. Project manual containing technical specifications and bidding documents including City forms such as bid proposal, form of agreement between City and Contractor, and conditions of the contract (provided by City).
   d. Provide the City with files upon award of bid.
   e. Provide graphic products in electronic file format (.pdf).
   f. Provide project manual in Microsoft Word (.doc) format.
   g. All electronic file transfers shall be by email or in PDF format.

J. SCHEMATIC AND PS&E – ROADWAY DESIGN CONTROLS

1. **Schematic and Plans -** The CONSULTANT shall submit 8 sets of drawings at the 30%, 60%, and 90%, and final submittals, respectively. If requested by the CITY, the CONSULTANT shall also submit the current ORD generated 3D model for each submittal**.** The CONSULTANT shall submit the following at each submittal:

a. Schematic Submittal

i. Eight sets of the 36” Schematic Roll Plot for the CITY, City and State District Review.

ii. Eight sets of the 36” Cross-sections Roll Plot for the CITY, City and State District Review.

iii. Estimate of construction cost.

iv. Engineer’s internal QA and QC markup set.

v. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.

vi. If applicable, a Preliminary 3D model, in DGN format, created using Bentley’s ORD tools, and with detail to verify the design of the 30% plan sheets.

b. 30% Plans Submittal

i. Eight sets of 11” x 17” plan sheets for the CITY, City and State District Review.

ii. Estimate of construction cost.

iii. Engineer’s internal QA and QC markup set.

iv. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.

v. If applicable, a Preliminary 3D model, in DGN format, created using Bentley’s ORD tools, and with detail to verify the design of the 30% plan sheets.

vi. If applicable, an updated PDF deliverable for the Geotechnical Engineering Analysis and Report.

c. Between 30% Submittal and 60% Submittal:

i. One set of a roll format TCP phasing layouts, one .pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the CITY review.

ii. For Division Hydraulic Review of existing Bridge Class Culverts, five sets of 11” x 17” Bridge Class Culvert Plan and Profile sheets and Hydrology & Hydraulics sheets, include project title sheet and project layout sheet.

iii. If applicable, a preliminary 3D model, in DGN format, created using Bentley’s ORD tools, and with detail to verify the design of the Bridge and Retaining Wall layouts.

d. 60% Plans Submittal

i. Eight sets of 11” x 17” plan sets for the CITY, City and State District review.

ii. Estimate of construction cost.

iii. Engineer's internal QA and QC marked up set.

iv. One set of a roll format TCP phasing layouts, one .pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the CITY review.

v. If applicable, a preliminary 3D model, in DGN format, created using Bentley's ORD tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the CITY.

e. 90% Plans Submittal

i. 10 sets of 11" x 17" plan sheets for the CITY, City and State District Review.

ii. Estimate of construction cost.

iii. Marked up general notes.

iv. Construction schedule.

v. New Special Specifications and Special Provisions with Form 1814, if applicable.

vi. Engineer's internal QA and QC marked up set.

vii. Other supporting documents.

viii. If applicable, a detailed 3D model, in DGN format, created using Bentley's ORD tools, and with detail to verify the design of the 90% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the CITY.

f. District Review Submittal (95%):

i. 12 sets of 11" x 17" plan sheets for the CITY, City and State district review.

ii. List of governing Specifications and Special Provisions in addition to those required.

iii. Marked up general notes.

iv. Plans estimate.

v. New Special Specifications and Special Provisions with Form 1814, if applicable.

vi. Triple Zero Special Provisions.

vii. Contract time determination summary.

viii. Significant project procedures form.

ix. Right-of-Way and utilities certification.

x. Engineer's internal QA and QC marked-up set.

xi. Project Manual for Advertisement

xii. If applicable, a detailed 3D model, in DGN format, created using Bentley's ORD tools, and with detail to verify the design of the 95% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the CITY.

g. Final submittal (100%):

i. 14 sets of 11" x 17" plan sheets for the CITY, City and State

ii. Revised supporting documents from 95% review comments.

iii. If applicable, a detailed 3D model, in DGN format, LandXML format and other format (as directed by the State) created using Bentley's ORD tools. The level of detail of the surface and subsurface features will be at the direction of the CITY.

2. City of Laredo Coordination

a. SW3P REPORT which will be used for all City of Laredo plat submittals.

3. **Electronic Copies -** The CONSULTANT shall furnish the CITY with the following:

a. A CD or DVD of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

b. The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the contractor to use.

c. The Engineer shall provide an electronic copy of Primavera file, or the latest scheduling program used by the State for construction time estimate.

d. With the approval of the State, and in lieu of the above, the Engineer may maintain the project files in the State's ProjectWise container. The handoff of the electronic files will be via email to the State, with a URN link to the project location in ProjectWise provided in the email.

4. **Calculations -** The CONSULTANT shall provide the following:

a. A *.pdf with all quantity and non-structural design calculations.

b. A *.pdf of all engineering calculations, analysis, input calculations, quantities, geometric designs (ORD files), etc. relating to the project's structural elements. Project structural elements include bridges, retaining walls, overhead sign foundations, non-standard culverts, custom headwalls, and drainage appurtenances.

c. Working copies of all spreadsheets and output from any programs utilized on a CD or DVD in a universally reliable format.

d. The .pdf file should be submitted on a CD, DVD, or in ProjectWise applicable).

K. BID ADVERTISEMENT AND CONSTRUCTION PHASE SERVICES

1. Bid Advertisement – The CONSULTANT shall provide the following to the CITY:

a. Provide up to 4 design submittals to the TxDOT Laredo District.

b. Obtain 1 Letter of CITY from TxDOT for bid advertisement.

c. Conduct and attend 1 virtual Bid Advertisement for the project using Microsoft Teams.

d. CONSULTANT to provide up to 2 Addendums during the bid advertisement.

e. Conduct 1 Bid Evaluation of the apparent low bidder.

f. Provide 1 letter of recommendation for the low bidder of the project to the CITY in *.pdf.

g. Submit the request to the TxDOT Laredo District for the Memorandum of Concurrence on the winning bid of the project.

2. **Construction Phase** – The CONSULTANT shall provide the following to the CITY as the Engineer of Record:

   a. Attend 1 preconstruction meeting

   b. Attend bi-weekly progress meetings and make visits to site. Estimate up to 36 site visits and field meetings.

   c. Review contractor monthly pay applications. Estimate up to 18 pay applications.

   d. Review and approval of shop drawings. Estimate up to 30 shop drawings.

   e. Review and approval of forming details. Estimate up 30 submittals.

   f. Responding to requests for information (RFIs). Estimate up to 80 RFIs for the duration of the project.

   g. Calculate quantities and assist the CITY Construction Engineer and Inspection Consultant (CEI) in preparing change orders. Estimate up to 9 change orders.

   h. Providing minor redesign which will include changes to the affected plan sheets and an updated copy of the 3D model (if applicable). Estimate up to 18 design revisions. Note that a major redesign of the project (such as removal of a ditch for the installation of a new storm drain system, adding a new intersection not currently planned during design, or other item that is outside the scope during the design phase of this project) will require an additional services request through a supplemental work authorization.

   i. Perform 1 final walk-through and punch list.

   j. Provide up to 1 set of record drawings to the CITY in *.pdf format.

   k. Perform 1 warranty inspection.

3. **Construction Engineering and Inspection Services (CEI) –**
   This scope does not include CEI Services to the CITY. CEI Services will be performed under a separate Work Authorization or will be performed by another Consultant procured separately by the CITY.

ATTACHMENT B - SCOPE OF SERVICES

LAREDO COLOMBIA SOLIDARITY INTERNATIONAL BRIDGE (LCSIB) EXPANSION PROJECT PRESIDENTIAL PERMITTING AND CONCEPTUAL PLANNING

Purpose

The City of Laredo (the "CITY") would like to develop a presidential permit authorizing for the construction of the expansion of the existing Colombia Solidarity International Bridge facility in north Laredo, Texas. For this project, the City requires professional services of LJA Engineering (the "CONSULTANT") for the necessary tasks and subtasks to perform services related to complete the preparation of the Presidential Permit Application and Conceptual Planning for the expansion of the bridge and the associated changes to the port facilities to accommodate the expansion. The scope includes coordination with the US and Mexican Federal Government, TxDOT, Laredo and Webb County MPO, the State of Nuevo Leon, bridge route studies of the expansion, changes to the port facilities, and traffic studies. Below is a detailed description of services to be provided.

I. TASK 1 PROJECT MANAGEMENT

A. The CONSULTANT will perform a monthly review of the progress of the Contract with respect to schedule, budget, and quality assurance/ quality control.

B. The CONSULTANT will provide a monthly schedule update to the CITY with respect to the Work Authorization.

C. The CONSULTANT will maintain all records and files related to the project throughout the duration of the services. Uploading of project files to the ProjectWise website will be coordinated with the CITY.

D. The CONSULTANT will provide a monthly progress report and invoice to the CITY with respect to the Contract.

E. Deliverables:

1. See Task 4 Deliverables.

II. TASK 2 BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

A. BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

The CONSULTANT will contact, schedule, coordinate and attend project development meetings (including in-person and virtual) with the goal of establishing the proposed bridge expansion plan(s) to be utilized within the preparation of the Presidential Permit Application document. During these meetings potential bridge expansion alternatives will be identified and discussed. Another goal of these project development meetings will be to present, promote and gain support for the LCSIB Expansion Project. Participants at these project development meetings will include relevant U.S. Agencies (federal, state, and local) private sector stakeholders, and consultants and relevant Mexican Agencies (federal, state and local) and consultants. These activities may also require and include travel and site visits to the LCSIB and other locations necessary to conduct said project development in-

person meetings. The CONSULTANT will prepare necessary meeting materials that may be required to conduct said project development meetings, such as agendas, meeting notes, meeting presentations, etc.

In addition to specific project development meetings, this item also includes necessary consultation and coordination communications such as telephone calls, emails, and other non-scheduled virtual meetings. For the duration of the Presidential Permit effort, the CONSULTANT anticipates up to **twenty (20) virtual meetings and up to ten (10) in-person site meetings**. The CONSULTANT estimates up to **five (5) in-person meetings that require travel via air to Washington DC** and up to **five (5) in-person meetings that require travel via air to Mexico**.

In addition, the CONSULTANT will prepare and distribute up to **seven (7) monthly project status updates to selected project stakeholders**. The monthly updates will include completed, current, and future project development items.

B. INCLUSION OF PROJECT WITHIN LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION (LWCAMPO) PLANNING DOCUMENTS

The CONSULTANT will assist the City of Laredo with the inclusion of the LCSIB Expansion Project into the various LWCAMPO planning documents and the allocation of a small amount of federal transportation construction funding for this project. This item is extremely critical and very time sensitive as having the project included within the Texas Statewide Transportation Improvement Program (STIP) will allow for direct participation in and oversight of the future environmental clearance process by FHWA and TxDOT.

C. PARTICIPATION AT U.S.-MEXICO BINATIONAL BRIDGES AND BORDER CROSSINGS GROUP (BBBXG), U.S.-MEXICO JOINT WORKING COMMITTEE (JWC) AND OTHER APPLICABLE MEETINGS/CONFERENCES

The CONSULTANT will attend and actively participate in any scheduled BBBXG, JWC, Legislative and other meetings/conferences that will advance the LCSIB Expansion Project. These activities may also require the CONSULTANT to expend travel and related expenses to multiple and currently undefined locations. The CONSULTANT will prepare presentations and present the presentations as necessary and requested by the CITY. For this phase, **the CONSULTANT will attend up to one (1) BBBXG meeting, up to one (1) JWC meeting and up to three (3) other applicable meetings**.

D. Deliverables:

1. **See Task 4 Deliverables.**

III. TASK 3 PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING

A. INITIAL PROJECT DEVELOPMENT TIMELINE

The CONSULTANT will develop and submit up to **one (1)** project development timeline, which will include preparation and submittal of a Presidential Permit Application and necessary contacts, meetings, and coordination activities with multiple project stakeholders.

B. FEDERAL NOTIFICATION OF PROJECT INTENT

The CONSULTANT will develop and provide to the City of Laredo up to **one (1)** draft letter, notifying the U.S. Department of State of the City's intention to commence activities necessary and related to the submittal of a Presidential Permit Application to expand the existing Colombia Solidarity International Bridge (LCSIB). The letter would be prepared in accordance with Executive Order 13867, the current guidance for international crossing permits, for final preparation with signature by the City of Laredo. The CONSULTANT will deliver the final letter directly to the U.S. Department of State, digitally via email and in hard copy format via over-night delivery.

C. INDENTIFICATION OF COMPLEMENTARY SHORT-, MEDIUM-TERM, AND LONG-TERM ENHANCEMENTS PROJECTS FOR IMPLEMENTATION BY OTHERS

During the bridge expansion development meetings, the CONSULTANT will also solicit information from project stakeholders on potential impacts and will identify enhancement projects complimentary to the bridge expansion that will facilitate expedited through-put of both non- commercial and commercial vehicles processed at the Port of Entry (POE). While these potential POE enhancement projects may not be included within the Presidential Permit Application, the CONSULTANT will compile and submit a report to include a listing of these potential POE impacts/enhancements. This report would also include potential future projects and project details presented by the project stakeholders. The CITY could then utilize these complimentary projects report to establish separate project development teams of consultants for implementation of chosen projects. These complimentary projects may take the form of CITY projects, CBP projects, or Donation Acceptance Program (DAP) projects. The CONSULTANT shall perform the following tasks:

1. POE EXISTING CONDITIONS SURVEYS

a. CONSULTANT shall visit the site to take photos and observe its existing character and understand the layout of the existing facilities.

2. STAKEHOLKDERS MEETING

CONSULTANT will attend up to three (3) meetings/workshops with the project team and community to discuss project goals, guiding principles, concerns, and concept design progress. The meetings are intended to be interactive and allow stakeholders and community members to provide input and feedback on programming and the concept design.

3. FACILITY IMPROVEMENT MASTER PLAN CONCEPTS

Using base information provided by the CLIENT CONSULTANT shall define a Master POE Plan scope of work through the following tasks, schedule, and overall items of coordination. CONSULTANT will provide/perform the following Master Planning Phase Services:

a. Conduct a work session with the CITY to determine a Program of Development for the POE site.
b. Present the most viable plan alternatives in a work session with the Staff for review and further development.
c. Prepared Associated Commercial/ Passenger Vehicle Border Processing Items.

k. Prepare and Present a Planning Report to the CITY and the City Council.

The CONSULTANT will provide up to one (1) Planning Report.

D. CONCEPTUAL PLANNING

The CONSULTANT will develop a Preliminary Engineering Report. The steps for the development of the report will include the following:

- Perform site visits for field reconnaissance.
- Gather data to include, but not be limited to previous studies, land records, property and facility management records, land use, engineering data, permits, public safety requirements, and/or environmental requirements from previous studies.
- Identify purpose and need, project description, and overall approach to project development.
- Develop bridge design criteria for the bridge expansion for Mexico loading, and in accordance with AASHTO and TxDOT standards and guidelines.
- Develop roadway design criteria in accordance with TxDOT guidelines.
- Develop changes to the port facilities in accordance with GSA Border Station Design Guide.
- Identify three preliminary / potential alternative locations for the bridge and connecting roadways. Perform preliminary alignment analysis.
- Perform preliminary traffic evaluations:
  - Obtain existing reports and traffic data maps.
  - Evaluate the existing traffic data for roadways and bridges in the vicinity of the Project area.
  - Coordinate and conduct a meeting with TxDOT to determine and review any preliminary planning under development by TxDOT for adjoining and adjacent roadways, including the APD or PS&E activities for SH 255 and FM 1472.
- Prepare preliminary cost estimate for each alternative.
- Determine preliminary environmental constraints and/or issues for each alternative.
- Determine preliminary right of way (ROW) requirements - Preliminary ROW requirements shall be determined using the following:
  - Possible bridge route alternatives,
  - POE facility requirements for bridge expansion,
  - Roadway functional classification and design criteria,
  - Consideration of environmental impacts,
  - Access denial limits (control of access),
  - Utility corridor space requirements,
  - Drainage requirements and
  - Typical sections.

  Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Webb County Appraisal District for the specific parcels to be acquired.
- Coordinate / conduct stakeholder workshop to obtain comment regarding project, location, and alignment.

- Prepare a Draft Preliminary Engineering Report including alternate alignment solutions and recommendations with associated cost estimates for each alternate solution and preliminary recommendation; summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the CITY to make the appropriate comparisons to the CONSULTANT's final recommendations and provide the required approvals for further project development; provide a formal and clearly outlined recommendation regarding the preferred alignment(s) of the project; prepare bound copies of the preliminary and / or final report, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

Tasks to develop these steps will include the following:

1. **RIGHT-OF-ENTRY (ROE)**
   If not afforded by the CITY, the CONSULTANT shall secure permission to enter private properties to perform any surveying, environmental, engineering, or geotechnical activities needed within the general area of the proposed Laredo-Colombia Solidarity International Bridge Expansion Project (proposed project) or proposed project right-of-way (ROW). A draft copy of the ROE letter shall be provided to the CITY for approval prior to any mailings. Property owner names shall be obtained from the CITY or the Webb County Appraisal District website. Detailed research for individual property owner parcel, deed or easement information shall not be conducted at the Webb County Appraisal District office by the CONSULTANT. If requested in writing by a private property owner, the CONSULTANT shall contact the property owner in advance of field investigations; property owners may elect to be present while the CONSULTANT, or designated subconsultants, are present on the owner's property. The CONSULTANT shall not commit acts which would result in damages to private property. The CONSULTANT shall make every effort to comply with private property owner requests while on their property. The CONSULTANT will contact property owners in advance of field surveys or to address specific property owner concerns about the work to be conducted or being conducted on individual property parcels. The CONSULTANT shall coordinate ROE for up to ten (10) parcels within the project area for the purpose of completing field investigations. It is anticipated that the CITY will assist with problems regarding landowners who refuse to grant ROE or are otherwise hostile with respect to the completion of this scope of services. Private property will not be accessed without a written/signed ROE authorization from the landowner. No tasks listed in this scope of services that require access onto private property shall be conducted without a signed ROE from the landowner.
2. **ENVIRONMENTAL CONSTRAINTS MAPPING -** The CONSULTANT shall identify environmental constraints within the project area and develop a list of all properties in the project area which are eligible for or entitled to protection under applicable law, for example, properties included in or potentially eligible for inclusion in the National Register of Historic Places.

   a. DELIVERABLES

   i. Environmental constraints map and documentation for incorporation into the Presidential Permit application.

3. **TRAFFIC ENGINEERING ANALYSIS SERVICES**

The CONSULTANT shall develop existing and twenty-year projected traffic data for use in the preparation of the Presidential Permit Application and the schematic design of the proposed Colombia Solidarity Bridge Expansion. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the CITY. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, and Highway Capacity Manual - Transportation Research Board, TxDOT Hydraulic Design Manual, TxDOT Freeway Signing Handbook, Standard Highway Sign Designs for Texas (SHSD), the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation (USDOT), and AASHTO – A Policy on Design Standards Interstate System. The CONSULTANT shall perform the following:

a. **DATA COLLECTION** – The CONSULTANT shall collect the following data from available public sources for traffic on the Colombia Solidarity Bridge.
   - Traffic data
   - Freight data
   - Crossing statistics
   - Trade data
   - City of Laredo growth
   - Laredo MPO data
   - TxDOT SAM model forecast data
   - INRIX Data on existing operational delays
   - BCIS data

b. REVIEW EXISTING TRAFFIC DATA

i. Summary of Lane Configurations
ii. Summary of Transportation Infrastructure (local and nationwide)
iii. Summary of Mexican Infrastructure
iv. Summary of Traffic Volumes
   (1) Historic Patterns
   (2) Anticipated growth from various sources
      (a) TxDOT Freight Model
      (b) Regression analysis of Historic traffic data
      (c) Economic Forecasts
      (d) Summarize and identify appropriate growth rate
v. Develop Traffic projections.
vi. Document Existing Delay and Forecast Border Delay (INRIX)
vii. Operational Capacity
viii. Impact of Expansion on Existing system and Nearby Bridges
ix. Conclusion

c. PROPOSED BRIDGE SUMMARY

i. Expected Service Capacity
ii. Proposed Lane Configurations

d. <u>DELIVERABLES</u>:

i. See Task 4 for deliverables.

7. **CONCEPTUAL BRIDGE PLAN -** A schematic of the preferred location of the international bridge to be coordinated with Mexico Engineer, and the Mexico and US Sections of the International Boundary & Water Commission.

a. ROUTE STUDIES – CONSULTANT shall perform a route study analysis of the possible expansion of the facility:
   i. Develop a map depicting each possible route for the expansion.
   ii. Develop a decision matrix from the data intake to determine the pros and cons of each possible route.
   iii. Based on the decision matrix, develop a preferred alternative based on the final concurrence with all stakeholders and meeting the goals of the project.
b. BRIDGE EXPANSION CONCEPT EXHIBIT – CONSULTANT will provide a plan and profile exhibit of the preferred alternative of the bridge expansion. The exhibit will have the following items:
   i. Existing & Proposed Ground Centerline Profiles (U.S. & Mexico Side)
   ii. Overall Project Location Map & Overall Project Plan Layout
   iii. International Bridge Plan, Profile & Typical Section
   iv. Typical Approach Roadway Alignment & Section (U.S. Side)

E. PRESIDENTIAL PERMIT APPLICATION DOCUMENT

The CONSULTANT will prepare and submit one (1) Presidential Permit Application (PPA) for the LCSIB Expansion Project within approximately six (6) months after approval of the contract by the Laredo City Council. The timing for the completion and submittal of the PPA is dependent upon the CITY and the State of Nuevo Leon reaching agreement on the proposed conceptual bridge design to include: the expansion components, size, and location(s). The intent is to reach this agreement within the first forty-five (45) days after the notice to proceed is issued. Due to current federal legislative initiatives being considered for passage into law, the latest intended time for submittal of the PPA would be the end of November 2024. **The CONSULTANT will provide up to one (1) application for review by the Department of State and up to one (1) application that addresses comments from the Department of State.**

The time for review and issuance of a Presidential Permit for the LCSIB Expansion project, once the Application has been submitted, is entirely out of the control of the CONSULTANT and the CITY, and as such a timeline for issuance cannot be stipulated.

The Presidential Permit Application will include the following:

1. Identifying Information
2. Description of Facility
3. Construction Plan
4. Traffic Information
5. Financing
6. Protected Areas
7. Foreign Policy Interest
8. Other U.S. Approvals
9. Government of Mexico Approval
10. Existing Presidential Permit
11. Letters of Support
12. Supplemental Information – Traffic
13. Supplemental Information – Nearby Bridges
14. Supplemental Information – Construction Plan
15. Coordination – Mexican Agencies
16. Preliminary Engineering Report

F. DELIVERABLES

1. See Task 4 Deliverables

IV. TASK 4 DELIVERABLES

A. PROGRAM MANAGEMENT/ADMINISTRATION

- Deliverables: Seven (7) Monthly Progress Reports and Schedule with Invoice.

B. BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION

- Attendance in up to twenty (20) virtual meetings
- Attendance in up to ten (10) in-person site meetings.
- Attendance in up to five (5) in-person meetings that require travel via air to Washington DC
- Attendance in up to five (5) in-person meetings that require travel via air to Mexico.
- Prepare and provide up to seven (7) monthly project status updates to selected project stakeholders. The monthly updates will include completed, current, and future project development items.

C. PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING

- Environmental constraints map and documentation.
- Submit Draft Preliminary Engineering Report to CITY for comments.
- Submit Draft Preliminary Engineering Report to agencies identified above and obtain Letters of Support.
- Incorporate and/or respond to comments from agencies.

- Prepare / submit Final Preliminary Engineering Report, along with Letters of Support, including EA / EIS Justification Letter.

V. **TASK 6 EXCLUSIONS**

A. Services as an expert witness
B. Preparation of Construction Plans, Specifications and Opinion of Probable Construction Cost for Bid Advertisement and Construction.
C. Geotechnical Engineering Services
D. ROW Survey
E. Design and Construction Phase Survey Services
F. Hydrographic and Hydraulic Services
G. Bid Phase Services
H. Construction Phase Services

City of Laredo Colombia Solidarity Bridge Expansion

WA-01 - Presidential Permit Application Services

Fee Summary

FIRM	Total Hrs	Total Labor $	Total Expense $	Total $
LJA	3,736	$ 914,126.73	$ 52,088.50	$ 966,215.23
SEA/ King Advising	1,316	$ 331,588.00	$ 617,400.00	$ 948,988.00
Total	**5,052**	**$ 1,245,714.73**	**$ 669,488.50**	**$ 1,915,203.23**

WA-01 - Presidential Permit Application Services

	LJA Engineering	Project Manager	DPM - Planning/ Agency Coordination	DPM - Engineering	Civil Design/ H&H Task Lead	Traffic Engineering Task Lead	Roadway Task Lead	Senior Project Engineer	Project Engineer	Engineer	EIT	Planning Lead	Senior Planner	Planner II	Environmental Lead	Environmental Planner (Noise)	Environmental Planner (Air/ W&W)
	Loaded Labor Rates	$285.85	$438.08	$250.33	$331.75	$257.47	$187.75	$284.75	$200.27	$184.62	$147.07	$265.98	$205.37	$184.62	$300.40	$168.98	$137.68
I.	**PROJECT MANAGEMENT**																
I.A	Coordinate, execute and administer	16			16												
I.B	Schedule	16			16												
I.C	Record Keeping and File Management	16			32												
I.D	Progress Reports and Invoices	16	6		16												
	Subtotal	64	6	0	80	0	0	0	0	0	0	0	0	0	0	0	0
II.	**BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION**																
II.A	Bi-National & Stakeholder Project Development Meetings, etc.		310	10										132			
II.B	Inclusion of Project Within LWCAMPO Planning Documents		36											36			
II.C	Participation at US-Mexico BBBXG, US-Mexico JWC and Other Mtgs.		132											144			
	Subtotal	0	478	10	0	0	0	0	0	0	0	0	0	312	0	0	0
III.	**PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING**																
III.A	Initial Project Development Timeline	24	16	18													
III.B	Federal Notification of Project Intent		10									6		18			
III.C	Ident. of Complementary Short, Medium and Long Term Projects																
III.C.1	POE Existing Conditions Surveys			12										44			
III.C.2	Stakeholders Meeting		54											106			
III.C.3	Facility Improvement Master Plan Concepts		44	24								58		180			
III.D	Conceptual Planning																
III.D.1	Right-of-Entry (ROE)			4			8				16						16
III.D.2	Environmental Constraints Mapping		6												18	26	20
III.D.5	Traffic Engineering Analysis Services																
III.D.5.a	Data Collection			6		4		8	16	26	98						
III.D.5.b	Review Existing Traffic Data			4		10		24	48	90	156						
III.D.5.c	Proposed Bridge Summary			4		10		24	48	90	156						
III.D.7	Conceptual Bridge Plan	98	100	92			36	68			120	16		116			
III.D	Presidential Permit Application Document	10	6	10			18				80						
	Subtotal	132	236	174	0	24	62	124	112	206	626	80	0	464	18	26	36
	LJA Total Hours	**196**	**720**	**184**	**80**	**24**	**62**	**124**	**112**	**206**	**626**	**80**	**0**	**776**	**18**	**26**	**36**
	LJA Total Labor Fee	$ 56,026.50	$ 315,420.13	$ 46,061.35	$ 26,540.35	$ 6,179.23	$ 11,640.50	$ 35,309.53	$ 22,429.88	$ 38,031.91	$ 92,066.38	$ 21,278.34	$ -	$ 143,265.83	$ 5,407.20	$ 4,393.35	$ 4,956.60
	LJA Total Expenses																
	LJA Engineering Labor and Expenses																

WA-01 - Presidential Permit Application Services

	LJA Engineering	Environmental Planner (HazMat)	Senior Archeologist	Senior Historian	GIS Specialist I	Public Involvement Specialist	Scheduler I	Quality Manager	Administration Clerical	Project Coordinator	TOTAL HOURS	TOTAL DOLLARS BY SUBTASK
	Loaded Labor Rates	$131.43	$168.98	$140.81	$93.88	$172.10	$165.85	$356.73	$140.81	$140.81		
I.	PROJECT MANAGEMENT											
I.A	Coordinate, execute and administer									16	48	$ 12,134.66
I.B	Schedule										32	$ 9,881.66
I.C	Record Keeping and File Management									16	64	$ 17,442.73
I.D	Progress Reports and Invoices										38	$ 12,510.16
	Subtotal	0	0	0	0	0	0	0	0	32	182	$ 51,969.22
II.	BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETI											
II.A	Bi-National & Stakeholder Project Development Meetings, etc.					36					488	$ 168,874.94
II.B	Inclusion of Project Within LWCAMPO Planning Documents										72	$ 22,417.36
II.C	Participation at US-Mexico BBBXG, US-Mexico JWC and Other Mtgs.					98					374	$ 101,278.65
	Subtotal	0	0	0	0	134	0	0	0	0	934	$ 292,570.95
III.	PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTU											
III.A	Initial Project Development Timeline						44	8			110	$ 28,526.75
III.B	Federal Notification of Project Intent							8			42	$ 12,153.69
III.C	Ident. of Complementary Short, Medium and Long Term Projects										0	$ -
III.C.1	POE Existing Conditions Surveys										56	$ 11,127.32
III.C.2	Stakeholders Meeting					80		8			248	$ 59,848.47
III.C.3	Facility Improvement Master Plan Concepts							8			314	$ 76,796.04
III.D	Conceptual Planning										0	$ -
III.D.1	Right-of-Entry (ROE)										44	$ 7,059.40
III.D.2	Environmental Constraints Mapping	20	6	14	6			4			120	$ 22,786.60
III.D.5	Traffic Engineering Analysis Services										0	$ -
III.D.5.a	Data Collection								6		164	$ 28,072.14
III.D.5.b	Review Existing Traffic Data										332	$ 59,581.86
III.D.5.c	Proposed Bridge Summary										332	$ 59,581.86
III.D.7	Conceptual Bridge Plan					80		8			734	$ 180,916.92
III.D	Presidential Permit Application Document										124	$ 23,135.50
	Subtotal	20	6	14	6	160	44	44	6	0	2620	$ 569,586.55
	LJA Total Hours	20	6	14	6	294	44	44	6	32	3736	
	LJA Total Labor Fee	$ 2,628.50	$ 1,013.85	$ 1,971.38	$ 563.25	$ 50,598.65	$ 7,297.22	$ 15,695.91	$ 844.88	$ 4,506.00		$ 914,126.73
	LJA Total Expenses											$ 52,088.50
	LJA Engineering Labor and Expenses											$ 966,215.23

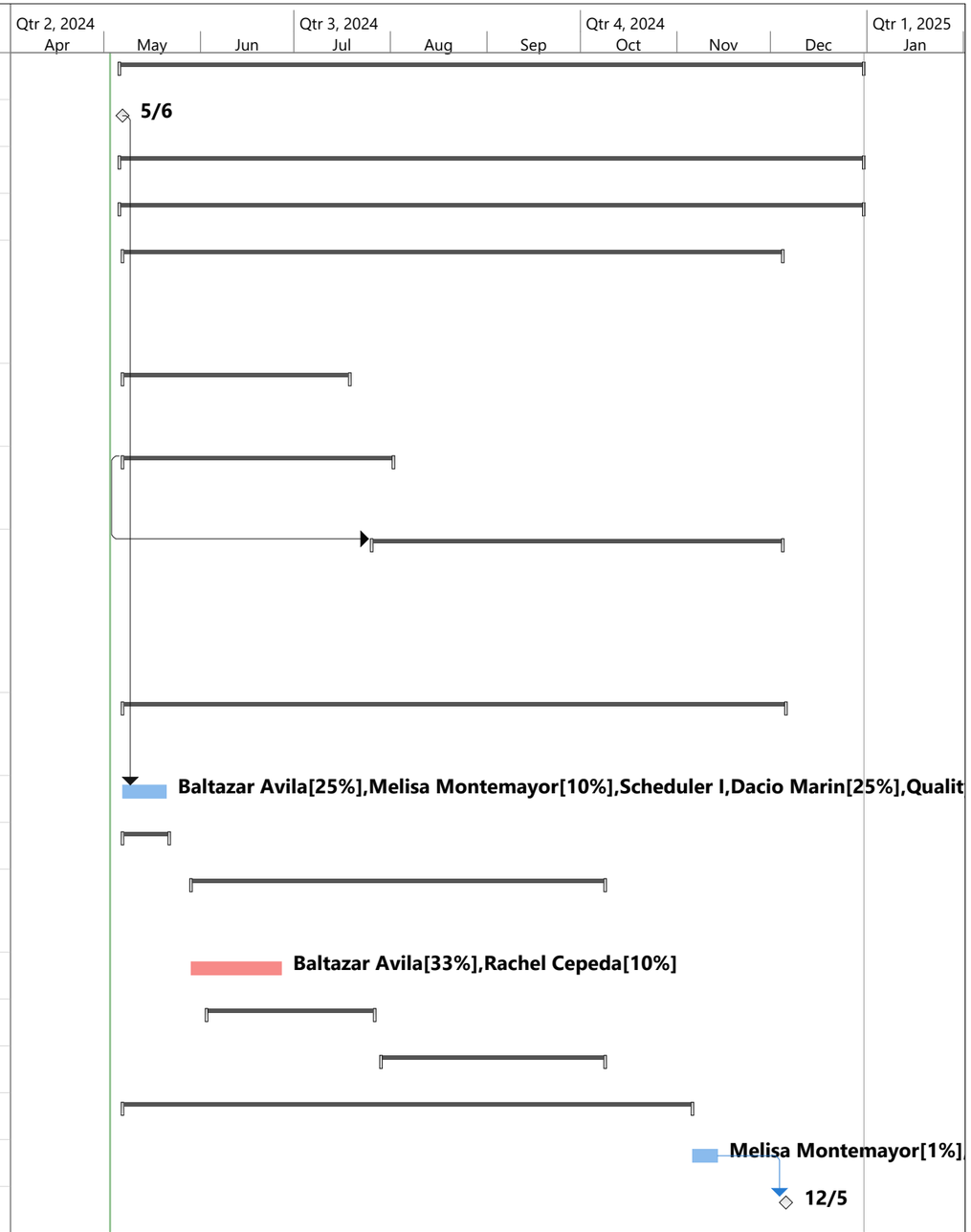
SUB PROVIDER NAME: SEA - King Advising

CITY OF LAREDO COLOMBIA SOLIDARITY BRIDGE - WA-01 PRESIDENTIAL PERMIT APPLICATION SERVICES

TASK	TASK/ DESCRIPTION	Project Manager	Sr. Bridge Engineer	Bridge Engineer	EIT	CADD Operator	Task Labor Hours	SEA Task Labor Budget	SEA Other Direct Expenses	King Advising (Sub Consultant) Budget Amount	Total Line Budget
	UNLOADED LABOR BILLING RATE	$293.00	$254.00	$168.00	$112.00	$102.00					
II.	BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETINGS, CONSULTATIONS & COORDINATION										
II.A	Bi-National & Stakeholder Project Development Meetings, Consultations & Coordination	360	0	180	0	0	540	$ 135,720.00	$ 20,000.00	$ 236,400.00	$ 392,120
II.B	Inclusion of Project Within LWCAMPO Planning Documents	20	0	0	0	0	20	$ 5,860.00	$ -	$ 14,000.00	$ 19,860
II.C	Participation at US-Mexico BBBXG, JWC, and Other Meetings/ Conferences	80	0	80	0	0	160	$ 36,880.00	$ 20,000.00	$ 79,200.00	$ 136,080
	Subtotal	460	0	260	0	0	720	$ 178,460	$ 40,000	$ 329,600	$ 548,060
III.	PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING										
III.A	Initial Project Development Timeline	8	0	4	0	0	12	$ 3,016.00	$ -	$ 2,800.00	$ 5,816
III.B	Federal Notification of Project Intent	16	0	8	0	0	24	$ 6,032.00	$ -	$ 7,000.00	$ 13,032
III.C	Identification of Complementary Short, Medium and Long Term Enhancements Projects	160	0	80	0	0	240	$ 60,320.00	$ -	$ 56,000.00	$ 116,320
III.E	Presidential Permit Application Document	240	0	80	0	0	320	$ 83,760.00	$ -	$ 182,000.00	$ 265,760
	Subtotal	424	0	172	0	0	596	$ 153,128.00	$ -	$ 247,800.00	$ 400,928.00
	HOURS TOTALS	884	0	432	0	0	1,316	**SEA Labor Fee**	**SEA ODE**	**King Advising Fee**	**Total Fee**
	TOTAL Sub LABOR FEE	**$ 259,012.00**	**$ -**	**$ 72,576.00**	**$ -**	**$ -**		**$ 331,588.00**	**$ 40,000**	**$ 577,400.00**	**$ 948,988.00**

OTHER DIRECT EXPENSES - LJA ENGINEERING					
Type	**Total**	**Unit**	**Fixed Cost**	**Maximum Cost**	**Total Cost**
Lodging/Hotel (Taxes/fees included)	60	day/person		$107.00	$ 6,420.00
Meals (Overnight)	60	day/person		$59.00	$ 3,540.00
Meals (Non-Overnight)	30	day/person		$36.00	$ 1,080.00
Mileage	18800	mile	$0.670		$ 12,596.00
Rental Car (Taxes/fees not included; Insurance costs will not be reimbursed)	15	day		$100.00	$ 1,500.00
SUV or ATV Rental (Taxes/fees not included; Insurance costs will not be reimbursed)		day		$100.00	$ -
Rental Car Fuel		day		$100.00	$ -
Air Travel	6000	mile	$1.76	Coach	$ 10,560.00
Parking (Personal, Rental or Company Owned)		day		$30.00	$ -
Toll Charges		each		$15.00	$ -
Taxi/Cab fare		each/person		$80.00	$ -
Telephone (Internet)		day		$15.00	$ -
Postage		each		$0.50	$ -
Standard Postage		letter		Current Postal Rate	
Overnight Mail - letter size		each		$50.00	$ -
Overnight Mail - oversized box		each		$100.00	$ -
Courier Services	5	each		$150.00	$ 750.00
Teleconferencing		min./person	$0.04		$ -
Photocopies B/W (8.5 X 11)	2000	each	$0.15		$ 300.00
Photocopies B/W (11 X 17)	2000	each	$0.30		$ 600.00
Photocopies Color (8.5 X 11)	1700	each	$1.20		$ 2,040.00
Photocopies Color (11 X 17)	450	each	$2.25		$ 1,012.50
Plots (B/W on Bond)	1000	square foot	$0.79		$ 790.00
Plots (Color on Bond)	500	square foot	$2.00		$ 1,000.00
Plots (Color on Photographic Paper)		square foot	$10.00		$ -
Mylar Plot (B/W)		square foot	$2.50		$ -
Mylar (11 x 17)		sheet	$4.50		$ -
Digital Ortho Plotting		square foot	$2.50		$ -
Color Graphics on Foam Board	100	square foot		$15.00	$ 1,500.00
Presentation Boards 30" X 40" Color Mounted	20	each		$150.00	$ 3,000.00
Outside Printing - Reports		each		$50.00	$ -
4 X 6 Digital Color Print	400	print		$1.00	$ 400.00
Report Binding		each		$8.00	$ -
Reproduction of CD		each		$5.00	$ -
Reproduction of DVD		each		$5.00	$ -
Tx Parks & Wildlife Data Request Fees		each		$250.00	$ -
Hazardous Materials Database Search		per search		$1,500.00	$ -
Noise Meter Rental		each		$110.00	$ -
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)		day		$150.00	$ -
Public Meeting Supplies (i.e., pens, pencils, highlighter, name badges, notepads)	MEETING		$500.00		$ -
Newspaper Advertisement	PUBLICATION		$2,200.00		$ -
Court Reporter	HOUR		$100.00		$ -
Law Enforcement/Uniform Officer	HOUR/OFFICER		$100.00		$ -
Spanish Translator, verbal	HOUR		$100.00		$ -
Custodian for Public Involvement	HOUR/CUSTODIAN		$50.00		$ -
Public Meeting Facilty Rental	EVENT		$200.00		$ -
Electronic Message Signs	DAY		$200.00		$ -
Audio - Visual Equipment Rental	EVENT	5	$1,000.00		$ 5,000.00
Total					**$52,088.50**

ID	Task Mode	Task Name	Duration	Start	Finish
1		**WA01_Colombia_Solidarity_Bridge_PPA**	**161 days**	**Mon 5/6/24**	**Mon 12/30/24**
2		NTP	1 day	Mon 5/6/24	Mon 5/6/24
3		**Colombia_Solidarity_Bridge_PPA**	**161 days**	**Mon 5/6/24**	**Mon 12/30/24**
4		**TASK 1 PROJECT MANAGEMENT**	**161 days**	**Mon 5/6/24**	**Mon 12/30/24**
8		**TASK 2 BI-NATIONAL & STAKEHOLDER PROJECT DEVELOPMENT MEETING, CONSULTATIONS & COORDINATION**	**145 days**	**Tue 5/7/24**	**Wed 12/4/24**
9		**Bi-National & Stakeholder Project Development Meetings, Consultations and Coordination**	**50 days**	**Tue 5/7/24**	**Thu 7/18/24**
14		**Inclusion of Project Within Laredo & Webb County Area MPO Planning Documents**	**60 days**	**Tue 5/7/24**	**Thu 8/1/24**
16		**Participation at US-Mexico Binational Bridges and Border Crossings Group (BBBXG), US-Mexico Joint Working Committee (JWC) and Other Applicable Meetings/ Conferences**	**90 days**	**Fri 7/26/24**	**Wed 12/4/24**
27		**TASK 3 PRESIDENTIAL PERMIT APPLICATION SERVICES AND CONCEPTUAL PLANNING**	**146 days**	**Tue 5/7/24**	**Thu 12/5/24**
28		Initial Project Development Timeline	10 days	Tue 5/7/24	Mon 5/20/24
29		**Federal Notification of Project Intent**	**11 days**	**Tue 5/7/24**	**Tue 5/21/24**
32		**Identification of Complementary Short and Mid-Term Enhancements Projects for Implementation**	**92 days**	**Wed 5/29/24**	**Tue 10/8/24**
33		POE Existing Condition Surveys	20 days	Wed 5/29/24	Wed 6/26/24
34		**Stake Holders Meeting**	**38 days**	**Mon 6/3/24**	**Fri 7/26/24**
41		**Facility Improvements Master Plan Concepts**	**51 days**	**Mon 7/29/24**	**Tue 10/8/24**
51		**Conceptual Planning**	**127 days**	**Tue 5/7/24**	**Tue 11/5/24**
63		Prepare Items for Submittal	5 days	Wed 11/6/24	Wed 11/13/24
64		PPA Submittal	1 day	Thu 12/5/24	Thu 12/5/24



Project: Project1
Date: Fri 5/3/24

Task	Inactive Task	Manual Summary Rollup	External Milestone	Progress
Split	Inactive Milestone	Manual Summary	Deadline	Manual Progress
Milestone	Inactive Summary	Start-only	Critical
Summary	Manual Task	Finish-only	Critical Split
Project Summary	Duration-only	External Tasks	Late

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 24.**

SUBJECT
Authorizing the City Manager to ratify payment to Kimmeridge Texas Gas, LLC, in an amount not to exceed of $252,536.00 to lower an existing 8” gas pipeline for the utility conflict with existing communications line related to the future State Highway 84 (Hachar-Reuthinger Road), as per the Utility Adjustment Certification provided to the Texas Department of Transportation. Funding is available in the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION
On April 2, 2024, City Council authorized the City Manager to execute an Advanced Funding Agreement (AFA) No.3483-02-002 with the Texas Department of Transportation (TXDOT) for an On -System Project funded through the Urban Connectivity Program, Metropolitan Area Corridor Program, Preventative Maintenance & Rehab Program, and Surface Transportation Program - Metropolitan Mobility. This project consists of constructing a new location roadway, SH 84, from FM 1472 to IH 35, approximately 8.43 mi long. The project includes the limits of the new location roadway Hachar- Reuthinger, previously referenced in AFA 0922-33-165. As a result, the original AFA for CSJ: 0922-33-165 will be terminated. The City of Laredo and the Texas Department of Transportation have negotiated terms of an Advanced Funding Agreement in the estimated amount of $210,626,999.00, with federal participation in the estimated amount of $126,294,218.00, state participation in the estimated amount of $49,266,346.00 and local participation in the estimated amount of $35,700,000.00. State participation will cover 100% of environmental, ROW mapping, PS&E and direct state costs, including overruns. The City of Laredo shall acquire the necessary Right-of-Way and obtain necessary Utility clearances with local funds, including overruns.

BACKGROUND
On May 25, 2023, the Texas Transportation Commission approved the City of Laredo, Webb County, and the Laredo District's request for the designation of SH 84 on the state highway system along a new location from FM 1472 eastward to I-35, a distance of approximately 8.0 miles. Pursuant to the Texas Transportation Code, §§201.103 and 221.001, the executive director of the Texas Department of Transportation recommended this action. The Texas Transportation Commission (commission) finds that this action will facilitate the flow of traffic, promote public safety, maintain the continuity of the state highway system, and is necessary for the proper development and operation of the system. IT IS THEREFORE ORDERED by the commission that SH 84 is designated on the state highway system along a new location from FM 1472 eastward to I-35, a distance of approximately 8.0 miles.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Capital Improvement Fund.
Account #:	402-4310-533-2010
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Account Number 402-4310-533-2010. Project HACH5L

STANDARD UTILITY AGREEMENT

U Number:_____ Utility ID: _____

County : Webb
Highway: SH 84
Limits from: FM 1472
Limits To: IH 35 West Frontage Road
CCSJ 3483-02-002
ROWCSJ 3483-02-003

This Agreement by and between the City of Laredo, Texas, **("City**"), and Kimmeridge Texas Gas, LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **City**.

WHEREAS, the **City** has deemed it necessary to make certain highway improvements as designated by the **City** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Readjustment of existing Gas Line at Station 165+00; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **City** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for City and/or Federal participation.

WHEREAS, the **City,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **City** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **City** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and City laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **City**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

Initial	Date	Initial	Date
®	05/09/2024	TMS	5/7/24
City		Utility	

acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the City and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **City** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **City**, or may, with the **City's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **City** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **City** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **City** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

Alternatively, the **City** agrees to pay the **Utility** an agreed lump sum of $252,536.00 as supported by the attached estimated costs. The **City** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **City** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.
This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- ~~Statement Covering Contract Work – ROW-U-48 (Attachment "D");~~
- ~~Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");~~
- ~~Eligibility Ratio (Attachment "F");~~

Initial	05/09/2024 Date	Initial	5/7/24 Date
City		Utility	

- ~~Betterment Calculation and Estimate (Attachment "G"); N/A, and~~
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City** and the **Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **City.** However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The City Auditor may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the City Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Kimmeridge Texas Gas, LLC
Name of Utility

By:
Authorized Signature

Tanner M. Sykes
Print or Type Name

Title: vice president, land + legal

Date: May 7, 2024

EXECUTION RECOMMENDED:

City: City of Laredo
Name of City

By: Ramon E. Chavez
Authorized Signature

Ramon E. Chavez, P.E.
Print or Type Name

Title: City Engineer

Date: May 9, 2024

Initial	Date	Initial	Date
		TMS	5/7/24
City		Utility	

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☑ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Initial	Date	Initial	Date
®	05/09/2024	TMS	5/7/24
City		Utility	

Attachment "B"
Accounting Method

☐ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or City regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☑ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial	Date	Initial	Date
®	05/09/2024	NB	5/7/24
City		Utility	

Attachment "C"
Schedule of Work

Estimated Start Date: Can start as soon as permits are approved (5/15), (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 15

Estimated Completion Date: 5/30

Initial	Date	Initial	Date
	05/09/2024		5/7/24
City		Utility	

Attachment "H" Proof of Property Interest

☑ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial	Date	Initial	Date
	05/09/2024		5/7/24
City		Utility	

PROJECT CONTACTS
KIMMERIDGE TEXAS GAS, LLC
REGGIE HART, ENGINEERING
RHART@KTGLLC.COM ; (PH)713-302-8196
JULIO GONZALEZ, SITE SUPERVISOR
J.GONZALEZ@KTGLLC.COM ;(PH)956-453-3001

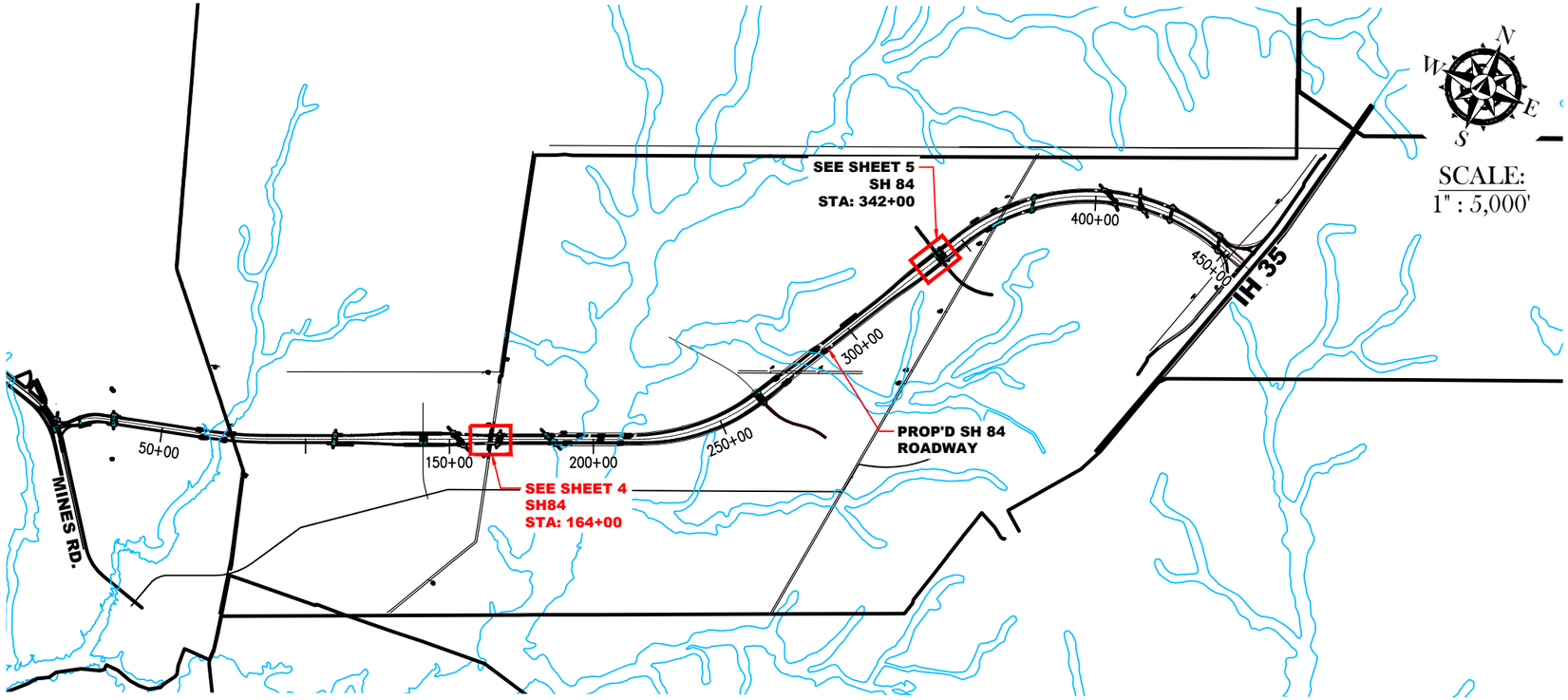
Kimmeridge Texas Gas

100% COMPLETE REVIEW SET
CONSTRUCTION PLANS
FOR
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE CONDUIT INSTALLATION PROJECT
SH 84,LAREDO, TX

KIMMERIDGE (WATER): UTILITY ID: U00021298
KIMMERIDGE (GAS): UTILITY ID: U00021297

SHEET INDEX

1.) TITLE SHEET
2.) GENERAL NOTES
3.) GENERAL NOTES CONTINUED
4.) PROP'D PLAN & PROFILE (GAS LINE)
5.) PROP'D PLAN & PROFILE (CONDUIT LINE)
5A.) EXISTING WATERLINES TO BE RELOCATED
6.) TRENCHING DETAILS
7.) SHORING DETAILS
8.) SHORING DETAILS (CONT.)
9.) SHORING DETAILS (CONT.)
10.) SHORING DETAILS (CONT.)



STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
5/6/2024

ENGINEER: _____
ARMANDO GUERRA, P.E. No. 104992

PREPARED BY:
PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

SHEET: 1 OF 10
5/6/2024

WARNING!!

CONTACT KIMMERIDGE TEXAS GAS REPRESENTATIVE PRIOR TO ANY PROJECT EXCAVATION ACTIVITIES. USE EXTREME CAUTION WORKING WITH COMPRESSED AIR AND/OR NATURAL GAS. FAILURE TO DO SO COULD RESULT IN SERIOUS BODILY INJURY OR DEATH. CONTRACTOR RESPONSIBLE FOR MEETING ALL OF OSHA REQUIREMENTS AND COMPLYING WITH EH&S GUIDELINES.

PROJECT OBJECTIVES

- REMOVE LINE FROM SERVICE AND BLOW PIPELINE DOWN TO 0 PSIG
- PIG LINE TO EVACUATE PIPELINE OF LIQUIDS
- CUT EXISTING PIPELINE AND LOWER SO TOP OF PIPE IS A MINIMUM OF 6' BELOW TOP OF PROPOSED ROADWAY
- RECONNECT PIPELINE
- RETURN TO SERVICE
- INSTALL SEPARATE 12" HDPE CONDUIT AS REQUIRED FOR THE CROSSING OF EXISTING 3.5" POLYPLEX LINES

EH&S CONSIDERATIONS:

- KIMMERIDGE TEXAS GAS, LLC ("KTG") IS COMMITTED TO ENSURING THE HEALTH & SAFETY OF ALL WHO WORK AT OUR LOCATIONS.
- INITIATE FIELD ORIENTATION WITH ALL PERSONNEL ON LOCATION WHO DO NOT HAVE ORIENTATION CERTIFICATION.
- IT IS YOUR JOB TO BE VIGILANT OF YOUR SURROUNDINGS, KNOW YOUR LIMITATIONS, AND FOLLOW EH&S GUIDELINES.
- **IT IS ALSO YOUR RESPONSIBILITY TO STOP THE JOB ANY TIME YOU SEE AN UNSAFE SITUATION.**
- PPE, HARD HATS, STEEL TOED BOOTS, AND SAFETY GLASSES MUST BE WORN AT ALL TIMES.
- VERIFY THAT ALL NECESSARY PPE IS BEING WORN BY ALL PERSONNEL AND REMIND THEM IF THEY ARE FAILING TO DO SO.
- SMOKING SHOULD BE PERMITTED ONLY IN THE DESIGNATED AREA AT THE LOCATION ENTRANCE.
- ALL INJURIES, INCIDENTS, & SPILLS OR ANY UNSAFE CONDITIONS OR BEHAVIORS MUST BE REPORTED TO KTG SUPERVISORS IMMEDIATELY.

PRE-JOB SAFETY ANALYSIS & PREPARATION

1. CONTACT KTG SITE SUPERVISOR OR CONSTRUCTION MANAGER TO CONDUCT A PRE-JOB SAFETY ANALYSIS. IDENTIFY AND REMEDIATE ANY HAZARDS BEFORE PROCEEDING.
2. ISOLATE AND SECURE WORK AREAS.
3. **PREMIER CIVIL ENGINEERING WILL NOT SUPERVISE, DIRECT, CONTROL OR HAVE AUTHORITY OVER OR BE RESPONSIBLE FOR CONTRACTOR'S AND/OR OWNER'S MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO, OR ANY FAILURE OF CONTRACTOR AND/OR OWNER TO COMPLY WITH LAWS AND REGULATIONS APPLICABLE TO THE FURNISHING OR PERFORMANCE OF WORK.**

PROCEDURE:

1. IDENTIFY VALVE SETTINGS LOCATIONS ON SECTION OF PIPELINE TO BE LOWERED WHERE FOAM PIG CAN BE INSERTED TO PIG LINE AND REMOVE LIQUIDS FROM LINE.
2. UTILIZING GAS COMPRESSOR PULL DOWN LINE PRESSURE TO LOWEST SAFE OPERATING PRESSURE WITHOUT INTRODUCING OXYGEN IN THE LINE.
3. BLOW DOWN LINE PRESSURE TO ZERO (0) PSIG.
4. REMOVE VALVES AND INSERT FOAM PIG AT IDENTIFIED VALVE SETTING. IN THE EVENT THE LINE CAN NOT BE PIGGED, THE LINE WILL BE COLD CUT OR TAPPED BY OTHER ACCEPTABLE MEANS TO REMOVE LIQUIDS FROM THE LINE.
5. **UTILIZE AIR COMPRESSOR TO PUSH FOAM PIG AND EVACUATE LINE OF LIQUIDS IF THE LINE CAN BE PIGGER. IN THE EVENT THE LINE CAN NOT BE PIGGED, LIQUIDS WILL BE REMOVED BY OTHER INDUSTRY ACCEPTABLE MEANS (USE CATION WITH COMPRESSED AIR. FAILURE TO DO SO COULD RESULT IN DEATH OR SERIOUS BODILY INJURY)**
6. UTILIZE HYDROVAC TO EXPOSE PIPELINE
7. DIG OUT PIPELINE ACROSS PROPOSED ROADWAY PLUS 50'-100' ON EITHER SIDE OF PROPOSED ROADWAY.
8. CUT OUT PIPELINE SECTION AND INSPECT PIPE FOR INTERNAL AND EXTERNAL CORROSION.
9. IF PIPELINE INTEGRITY IS GOOD, WELD TOGETHER APPROXIMATELY 440' OF 12" PIPELINE FOR ROADBORE CASING. IN THE EVENT THE EXISTING PIPE NEEDS TO BE REPLACED IT WILL BE REPLACED WITH 6.625 OD X 0.280 WT SCH 40 X-42/52 API 5l WITH 14-16 MIL FBE.OR FBE/ARO.
10. HYDROTEST SECTION OF PIPE TO BE INSTALLED IN ROAD BORE TO A TEST PRESSURE OF 2160 PSIG. HOLD TEST PRESSURE FOR 30 MINUTES MINIMUM.
11. ASSUMING SUCCESSFUL HYDRO TEST, INSTALL INSULATORS ON ORIGINAL LINE SECTION WHICH WAS REMOVED OR NEW LINE SECTION AND INSERT INTO 10" ROADBORE CASING.
12. DIG DITCH ACROSS PROPOSED ROAD CROSSING TO DEPTH WHERE TOP OF CASING IS A MINIMUM OF 6' BELOW TOP OF PROPOSED ROAD.
13. LOWER CASING AND PIPELINE IN DITCH LINE ENSURING TOP OF CASING IS 6' BELOW TOP OF PROPOSED ROAD.
14. WELD VENT PIPES ON CASING OUTSIDE ROAD RIGHT OF WAY.
15. INSTALL NECESSARY PIPE BENDS TO REMOVED SECTION AND MAKE TIE-INS ON BOTH ENDS TO EXISTING PIPELINE.
16. COVER AND COMPACT SOIL ON TOP OF LOWERED PIPELINE.
17. PURGE LINE OF OXYGEN AND RETURN TO SERVICE

GENERAL NOTES ON SHORING

1.CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR'S PLAN SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEM THAT COMPLY WITH, A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS, SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

2. CONTRACTOR SHALL PROVIDE ACCESS AND BARRICADING PER OSHA REQUIREMENTS.

3. SHORING MUST BE PROPERLY INSTALLED PRIOR TO WORKERS ENTERING EXCAVATION. WORKERS SHALL ENTER, EXIT AND WORK ONLY IN SHORED AREAS.

4. ALL STEEL AND ALUMINUM (INCLUDING MANUFACTURER ASSEMBLIES) SHALL BE IN GOOD CONDITION AND FREE OF ANY DAMAGE, HOLES, OR VISUAL DEFECTS.

5. ALL VOIDS BETWEEN THE EXCAVATED SOIL AND THE FACE OF THE SHORING SYSTEM MUST BE BACKFILLED WITH EXCAVATED SOIL OR OTHER APPROVED BACKFILL PRIOR TO WORKERS ENTERING EXCAVATION.

6. CONTRACTOR IS RESPONSIBLE FOR INSTALLING A DEWATERING SYSTEM, IF NECESSARY, AND VERIFYING THAT THE GROUNDWATER LEVEL BEHIND THE SHORING WALLS HAS BEEN LOWERED AT LEAST TO THE MINIMUM LEVEL AND/OR AS RECOMMENDED BY ITS INDEPENDENTLY RETAINED OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT.

7. PREMIER CIVIL ENGINEERING WILL NOT SUPERVISE, DIRECT, CONTROL OR HAVE AUTHORITY OVER OR BE RESPONSIBLE FOR CONTRACTOR AND/OR OWNER'S MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO, OR ANY FAILURE OF CONTRACTOR AND/OR OWNER TO COMPLY WITH LAWS AND REGULATIONS APPLICABLE TO THE FURNISHING OR PERFORMANCE OF WORK.

8. THE CONTRACTOR SHALL VERIFY THAT REQUIRED CLEARANCES ARE OBTAINED PRIOR TO COMMENCEMENT OF THE WORK.

9. IF NO SLOPING OR BENCHING IS EMPLOYED, THE TOP OF THE SHIELD SHALL BE FLUSH TO ABOVE FLUSH WITH THE EXISTING GRADE.

10. IF SOILS PERMIT, THE BOTTOM OF THE SHORING SHIELDS MAY BE SUPPORTED ABOVE THE BOTTOM OF THE TRENCH FOR THE DISTANCE SPECIFIED IN THE DETAIL SECTION VIEW.

11. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING THE EXCAVATION.

12. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS FOR BOTH EXISTING AND PROPOSED WORK.

13. LADDERS SHALL BE PLACED IN TRENCH EXCAVATIONS OVER 4' DEEP. THEY SHALL EXTEND A MINIMUM OF 3' OVER THE EDGE OF THE EXCAVATION. A LADDER SHALL BE WITHIN 25' OF ANY PERSON WITHIN THE EXCAVATION.

14. CONTINUE ON NEXT PAGE.....

NOTE ON "BUY AMERICA"
-ALL STEEL USED FOR THIS WORK SHALL BE MANUFACTURED IN AMERICA. APPROPRIATE DOCUMENTATION SHALL BE REQUIRED OF MANUFACTURER.

STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
4/16/2024

Texas 811
Know what's below. Call before you dig.

Kimmeridge Texas Gas

PROJECT TITLE
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
ENGINEERING REGISTRATION NO. F-8019 SURVEY REGISTRATION NO. 100097-00

OWNER
KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY.
HOUSTON, TX 77024

SHEET TITLE
GENERAL NOTES

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

2 OF 10 | 2

WARNING!!

CONTACT KIMMERIDGE TEXAS GAS REPRESENTATIVE PRIOR TO ANY PROJECT EXCAVATION ACTIVITIES. USE EXTREME CAUTION WORKING WITH COMPRESSED AIR AND/OR NATURAL GAS. FAILURE TO DO SO COULD RESULT IN SERIOUS BODILY INJURY OR DEATH. CONTRACTOR RESPONSIBLE FOR MEETING ALL OF OSHA REQUIREMENTS AND COMPLYING WITH EH&S GUIDELINES.

14. THE CONTRACTOR SHALL ASSIGN A COMPETENT PERSON (CP) THAT HAS BEEN PROPERLY TRAINED AND IS QUALIFIED TO MAKE INSPECTIONS AND SUPERVISE THE INSTALLATION, MAINTENANCE, AND REMOVAL OF THE TRENCH SAFETY OR EXCAVATION SYSTEM DESCRIBED HEREIN. RESPONSIBILITIES OF THE CP INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

A. PROVIDE LADDERS.
B. MANAGE GROUND WATER AND STORM RUNOFF. NO PERSON SHALL BE PERMITTED TO ENTER OR REMAIN IN AN EXCAVATION WHERE THERE IS ACCUMULATED WATER. PRIOR TO PERMITTING PERSONS TO ENTER AN EXCAVATION WHERE WATER HAS ACCUMULATED, THE CP SHALL DEWATER THE EXCAVATION.
C. PREVENT PERSONNEL FROM ENTERING AN EXCAVATION WHERE THE ATMOSPHERE CONTAIN LESS THAN 19.5% OXYGEN OR CONTAIN HARMFUL CONTAMINATION. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH OSHA REGULATIONS.
D. LOCATE AND MARK EXISTING UTILITIES AND ASSURE THAT THEY ARE NOT DAMAGED DURING EXCAVATION OR CONSTRUCTION.
E. THE DAILY INSPECTION OF THE EXCAVATION TO ENSURE A SAFE WORKING ENVIRONMENT.
F. THE DAILY INSPECTION OF THE TRENCH SAFETY SYSTEM AND EQUIPMENT TO ENSURE THAT IT IS NOT DEFECTIVE, IS INSTALLED PROPERLY, AND IS IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED HEREIN.
G. ENSURING THAT THE INDIVIDUALS WORKING IN THE EXCAVATION HAVE BEEN PROPERLY TRAINED AND INSTRUCED IN THE USE OF THE EQUIPMENT.
H. SOIL CLASSIFICATION, AND RE-CLASSIFICATION IF REQUIRED AS A RESULT OF RAIN, WATER FROM OTHER SOURCES OR UNEXPECTED SOIL DISTURBANCE.
I. MAINTAIN A COPY OF APPROPRIATE OSHA REGULATIONS ONSITE AND THE IMPLEMENTATION OF OSHA TRENCHING SAFETY REGULATIONS AT THE WORK SITE.

15. UNLESS OTHERWISE NOTED, SLOPING AND BENCHING SHALL BE OSHA COMPLIANT.

16. SUITABLE SHEETING MATERIALS ARE REQUIRED IN TRENCHES CUT IN NON-COHESIVE SOILS THAT ARE 5' DEEP OR GREATER. THESE MATERIALS ARE NOT A PRIMARY LOAD CARRYING STRUCTURAL MEMBER AND IS ONLY USED TO CONTAIN LOCAL RAVELING AND SLOUGHING OF THE SHORED SOIL.

17. THE CONTRACTOR IS RESPONSIBLE FOR SECURING HYDRAULIC VERTICAL SHORES IN A MANNER THAT PREVENTS ANY LATERAL OR VERTICAL DISPLACEMENT.

18. THE CONTRACTOR IS RESPONSIBLE FOR SHORING OR SLOPING AT OPEN ENDS OF SHORING SYSTEM IN ACCORDANCE WITH OSHA GUIDELINES.

GENERAL NOTES ON EXISTING UTILITIES

ALL UTILITIES SHOWN ON THESE DRAWINGS ARE FOR INFORMATION ONLY AND WERE OBTAINED FROM AVAILABLE RECORDS. HORIZONTAL LOCATION AND DEPTHS OF EXISTING UTILITY LINES ARE UNKNOWN.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITY LINES AND COORDINATING ALL RELOCATIONS AND REMOVALS WITH EACH UTILITY COMPANY.

CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY FAILURE TO LOCATE AND PRESERVE UNDERGROUND UTILITIES.

SPRAY PAINTED UTILITY LINES MAY HAVE AN 24" ACCURACY ON EACH SIDE OF SPRAY PAINTED LINE. HAND DIG IS REQUIRED WITHIN THIS 4' AREA. NO SEPARATE PAY ITEM.

CONTRACTOR TO COORDINATE UTILITY CONFLICTS AND POSSIBLE RELOCATIONS
WITH THE APPROPRIATE UTILITY COMPANIES.COORDINATION WILL NOT BE PAID FOR SEPARATELY.

CONTRACTOR WILL COORDINATE WITH UTILITY COMPANIES FOR ANY UTILITY CONFLICTS AND RELOCATIONS. THIS COORDINATION WILL BE SUBSIDIARY TO VARIOUS BID ITEMS. CONTRACTOR WILL NOT BE FINANCIALLY COMPENSATED OR RECEIVE ADDITIONAL TIME FOR ANY TIME DELAYS DUE TO UTILITY RELOCATIONS.

CONTRACTOR SHALL GIVE 48 HRS NOTICE TO CITY STAFF PRIOR TO ANY TESTING REQUESTS.

UNDERGROUND UTILITY LINES SHOWN ON THE PLANS CONSTITUTE AN ATTEMPT BY THE ENGINEER TO LOCATE THESE UTILITIES FOR THE CONVENIENCE OF THE CONTRACTOR.

THE CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITY LINES AND MAKE PROVISIONS FOR THEIR PROTECTION.

ANY DAMAGE TO CITY OR PRIVATE UTILITY LINES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER, THE OWNER, THE CITY AND/OR APPROPRIATE UTILITY COMPANY. REPAIRS TO THESE UTILITY LINES WILL BE AT THE CONTRACTORS EXPENSE.

THE CONTRACTOR SHALL REMOVE, REPLACE AND RESTORE TO ORIGINAL CONDITION, ELEVATION AND LOCATION, ALL EXISTING MANHOLES, LINES, VALVES, AND OTHER EXISTING IMPROVEMENTS, INCLUDING SPRINKLERS, DRIVEWAYS, PAVEMENT, AND CURBS ENCOUNTERED DURING CONSTRUCTION ACTIVITIES.

ALL UNDERGROUND ELECTRICAL, TELEPHONE, AND CABLE LINES MAY NOT BE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND UTILITY COMPANIES TO DETERMINE LOCATIONS, DEPTHS, AND LINE SIZES. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS FOR WORK.

DRIVEWAYS NOT ADDRESSED TO BE REPLACED AND CONSTRUCTION ENTRANCES IDENTIFIED SHALL BE PRESERVED AS TO MINIMIZE IMPACT TO THE SURROUNDING TRAFFIC FLOW. ADEQUATE BARRICADES, WARNINGS AND LIGHTING WILL BE EMPLOYED FOR SAFETY AND TRAFFIC FLOW.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM CONTROL DEVICES FOR STREETS AND HIGHWAYS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ACTIVITIES UNDER THE REQUIREMENTS OF THE CITY OF LAREDO. THIS INCLUDES ALL NECESSARY PERMITS FOR CONSTRUCTION BOTH INSIDE AND OUTSIDE OF THE CONSTRUCTION PROPERTY BOUNDARIES.

NO CONSTRUCTION ACTIVITIES SHALL COMMENCE UNTIL PROPER CLEARANCE IS PROVIDED BY THE APPROPRIATE CITY OF LAREDO AND OWNER AUTHORITIES.

RIGHT-OF-WAY AND PROPERTY LINES ARE FOR ILLUSTRATION PURPOSES ONLY, AND DO NOT REPRESENT AN ATTEMPT BY THE ENGINEER TO CONFIRM THE ACTUAL PROPERTY BOUNDARIES. UNDERGROUND LINES SHALL BE FIELD LOCATED BY THE CONTRACTOR. AN ATTEMPT BY THE ENGINEER TO SHOW THESE LINES WAS EXERCISED ON THE PLANS BUT IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE FINAL LOCATIONS OF THESE LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ANY ADJUSTMENTS OR FIELD LOCATES WITH THE APPROPRIATE UTILITY COMPANIES.

EROSION CONTROL PLAN NOTES:

1. PROVIDE TEMPORARY DIVERSION DITCHES AS REQUIRED TO ENSURE THAT STORM WATER FLOWS OUTLET TO THE STORM DRAIN SYSTEM. AT THE DOWNSTREAM END OF TEMPORARY DITCHES PROVIDE INLET PROTECTION FOR CATCH BASINS AND PIPES IN ACCORDANCE WITH TEMPORARY EROSION AND SEDIMENTATION CONTROL STANDARD DETAILS.
2. BACKFILL ALL NON-RUNWAY RELATED HOLES, PITS, AND DEPRESSIONS CREATED BY DEMOLITION USING ON-SITE MATERIALS. GRADE TO DRAIN.
3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES. REFER TO SPECIFIC MAINTENANCE NOTES FOR EACH MEASURE AS IDENTIFIED IN DETAILS.
4. CONTRACTOR SHALL MAINTAIN TEMPORARY DRAINAGE AND EROSION CONTROL FOR THE PERIOD OF TIME AFTER WORK IS COMPLETED AS DESCRIBED IN THE SPECIFICATIONS.

EXCESS FILL NOTES:

1. ANY EXCESS FILL RESULTING FROM TRENCHING/BORING ACTIVITIES SHALL BE REMOVED FROM SITE AND DISPOSED AS PER CITY'S, TXDOT, AND TCEQ'S RULES AND GUIDELINES.

NOTE ON "BUY AMERICA"
-ALL STEEL USED FOR THIS WORK SHALL BE MANUFACTURED IN AMERICA. APPROPRIATE DOCUMENTATION SHALL BE REQUIRED OF MANUFACTURER.

STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
4/16/2024

Texas 811
Know what's below. Call before you dig.

Kimmeridge Texas Gas

PROJECT TITLE
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
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ENGINEERING REGISTRATION NO. F-8017 SURVEY REGISTRATION NO. 100977-00

OWNER
KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY
HOUSTON, TX 77024

SHEET TITLE
GENERAL NOTES
CONTINUED

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

3 OF 10 | 3

PROP'D SH 84 ROW.
COORDINATE WITH TXDOT
PRIOR TO EXCAVATION.

POTHOLE 2-2
N: 17133438.69
E: 654713.51
NG EL: 551.86
PIPE EL: 548.05

EXISTING AEP EASEMENT

EXISTING AEP
ELECTRICAL OVERHEAD
TRANSMISSION LINES TO BE
READJUSTED (BY OTHERS)

PROP'D SH 84 ROW.
COORDINATE WITH TXDOT
PRIOR TO EXCAVATION.

EXISTING AEP EASEMENT

EXIST. AIR RELEASE
VENT TO BE RELOCATED
OUTSIDE ROW. COORDINATE
WITH KIMMERIDGE

PROP'D CONNECTION 100FT OFFSET FROM ROW LINE AT STA: -289.00 APPROX.

PROP'D CONNECTION 100FT OFFSET FROM ROW LINE AT STA: -319.27 APPROX.

POTHOLE 2-1
N: 17133618.93
E: 654669.34
NG EL: 555.52
PIPE EL: 551.70

SH 84 WEST BOUND LANES (FUTURE)

STA: 164+00

99°

EXISTING 6"
KIMMERIDGE GAS
LINE TO BE READJUSTED AS
SHOWN ON PROFILE.

SH 84 EAST BOUND LANES (FUTURE)

POTHOLE 2-3
N: 17133226.45
E: 654767.20
NG EL: 547.29
PIPE EL: 543.66

SCALE: 1" = 50'

PROP'D CONNECTION 100FT OFFSET FROM ROW LINE AT STA: -289.00 APPROX.

PROP'D CONNECTION 100FT OFFSET FROM ROW LINE AT STA: -319.27 APPROX.

CONTACT KIMMERIDGE TEXAS GAS REPRESENTATIVE PRIOR TO ANY PROJECT EXCAVATION ACTIVITIES. USE EXTREME CAUTION WORKING WITH COMPRESSED AIR AND/OR NATURAL GAS. FAILURE TO DO SO COULD RESULT IN SERIOUS BODILY INJURY OR DEATH. CONTRACTOR AND/OR OWNER RESPONSIBLE FOR MEETING ALL OF OSHA REQUIREMENTS AND COMPLYING WITH EH&S GUIDELINES.

CAUTION

PROP'D SH84 WB

PROP'D SH84 EB

SH84

PROP'D. ROW

ROW C/L

100ft. APPROX.

EXISTING STEEL GAS LINE TO BE READJUSTED AS SHOWN

EXISTING AIR VENT TO BE RELOCATED OUTSIDE R.O.W. COORDINATE WITH KIMMERIDGE

EX. GRADE AND FINISHED GRADE AFTER READJUSTMENT

PROP'D GRADE (BY OTHERS)

CONNECTION POINT

ELEVATIONS

EX. GRADE

OFF -189.09 EL 555.46
OFF -172.01 EL 553.81
OFF -144.06 EL 556.03
OFF -121.85 EL 556.49
OFF -105.70 EL 556.82
OFF -64.58 EL 551.67
OFF -53.65 EL 552.38
OFF 82.06 EL 548.81
OFF 118.87 EL 551.45
OFF 135.12 EL 551.14
OFF 157.46 EL 550.72
OFF 198.65 EL 546.47
OFF 218.27 EL 547.18

9.61% 9.94% 2.05% 2.05% 7:1 6.51% 7.47% 1.88% 1.88% 8:1 3.60%

6' 3.6' DROP

PROP'D 45° BENDS

PROP'D FLOWLINE (INV.) EL 546.81

PROP'D FLOWLINE (INV.) EL 544.67

PROP'D FLOWLINE (INV.) EL 541.81

PROP'D FLOWLINE (INV.) EL 539.67

PROP'D 450 L.F. APPROX OF 8" STEEL CASING FOR PROP'D 6" GAS LINE

*CUT EXISTING GAS LINE AND INSTALL 2 - 45 DEG BENDS READJUST AS REQUIRED TO MEET PROP'D ELEVATIONS AS SHOWN CONTAIN KIMMERIDGE PRIOR TO ANY EXCAVATION.

580 570 560 550 540 530

-220 -200 -180 -160 -140 -120 -100 -80 -60 -40 -20 0 20 40 60 80 100 120 140 160 180 200 220 240 260

PROFILE FOR SH 84 @ STA 164+00
VERTICAL SCALE: 1" = 5'
HORIZONTAL SCALE: 1" = 50'

NOTE ON "BUY AMERICA"
-ALL STEEL USED FOR THIS WORK SHALL BE MANUFACTURED IN AMERICA. APPROPRIATE DOCUMENTATION SHALL BE REQUIRED OF MANUFACTURER.

STATE OF TEXAS
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4/16/2024

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PROJECT TITLE
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

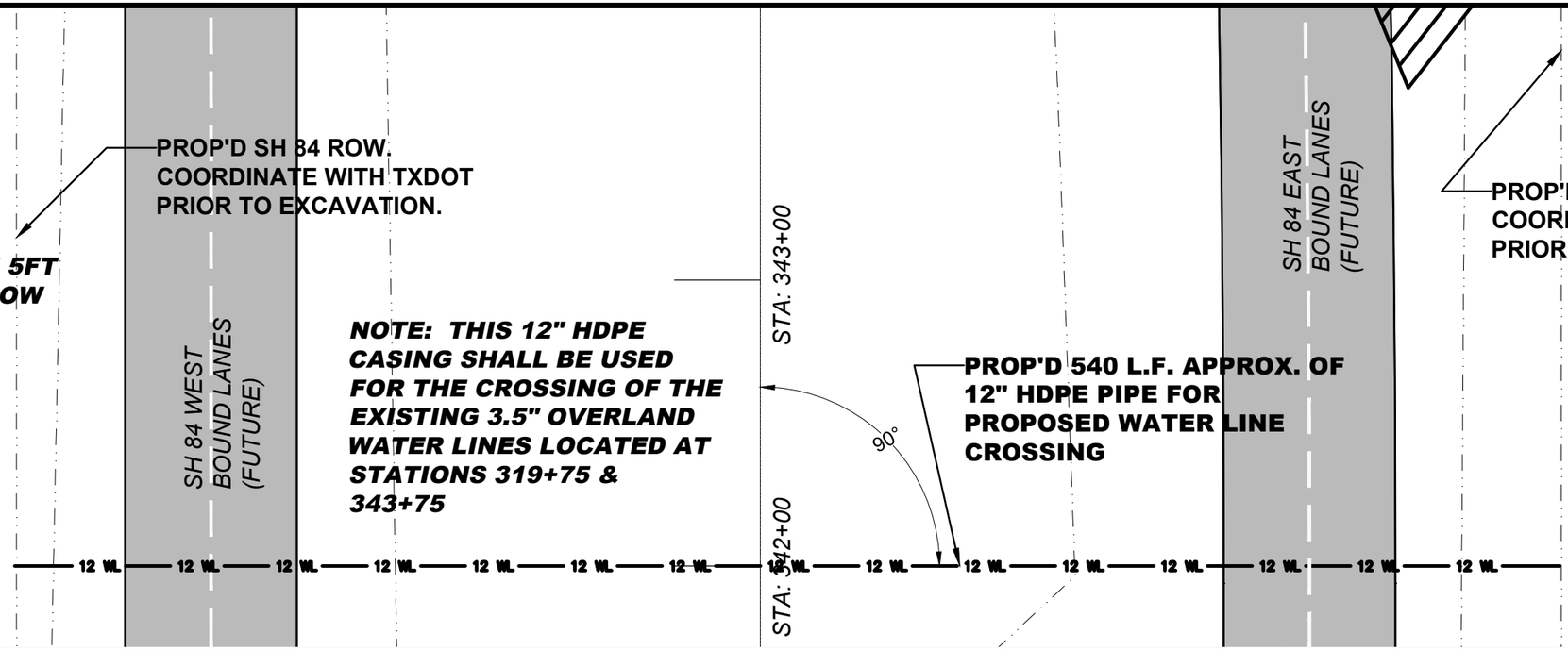
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OWNER
KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY
HOUSTON, TX 77024

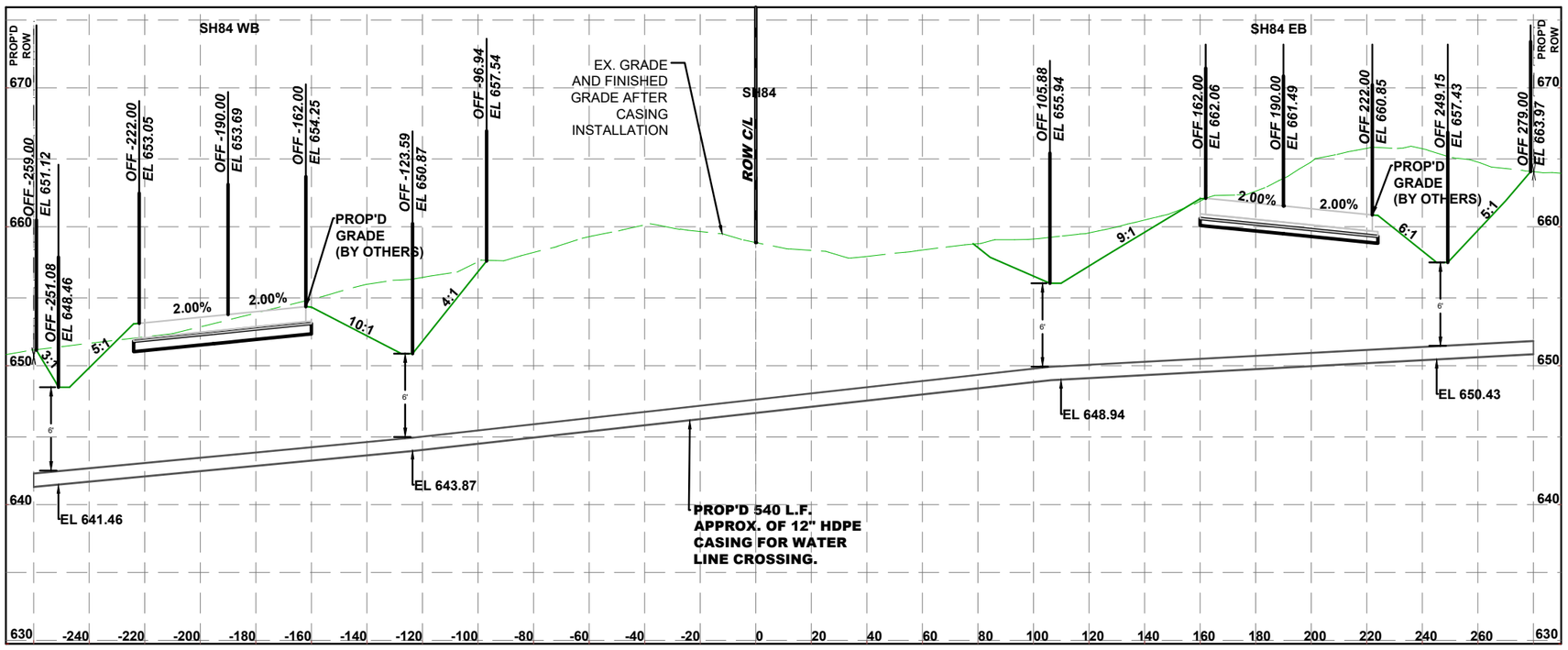
SHEET TITLE
GAS LINE
READJUSTMENT
PLAN & PROFILE

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

4 OF 10 | 4



SCALE: 1" = 50'



PROFILE FOR SH 84 @ STA 342+00
VERTICAL SCALE: 1" = 5'
HORIZONTAL SCALE: 1" = 50'

PROJECT TITLE
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

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HOUSTON, TX 77024

STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
5/6/2024

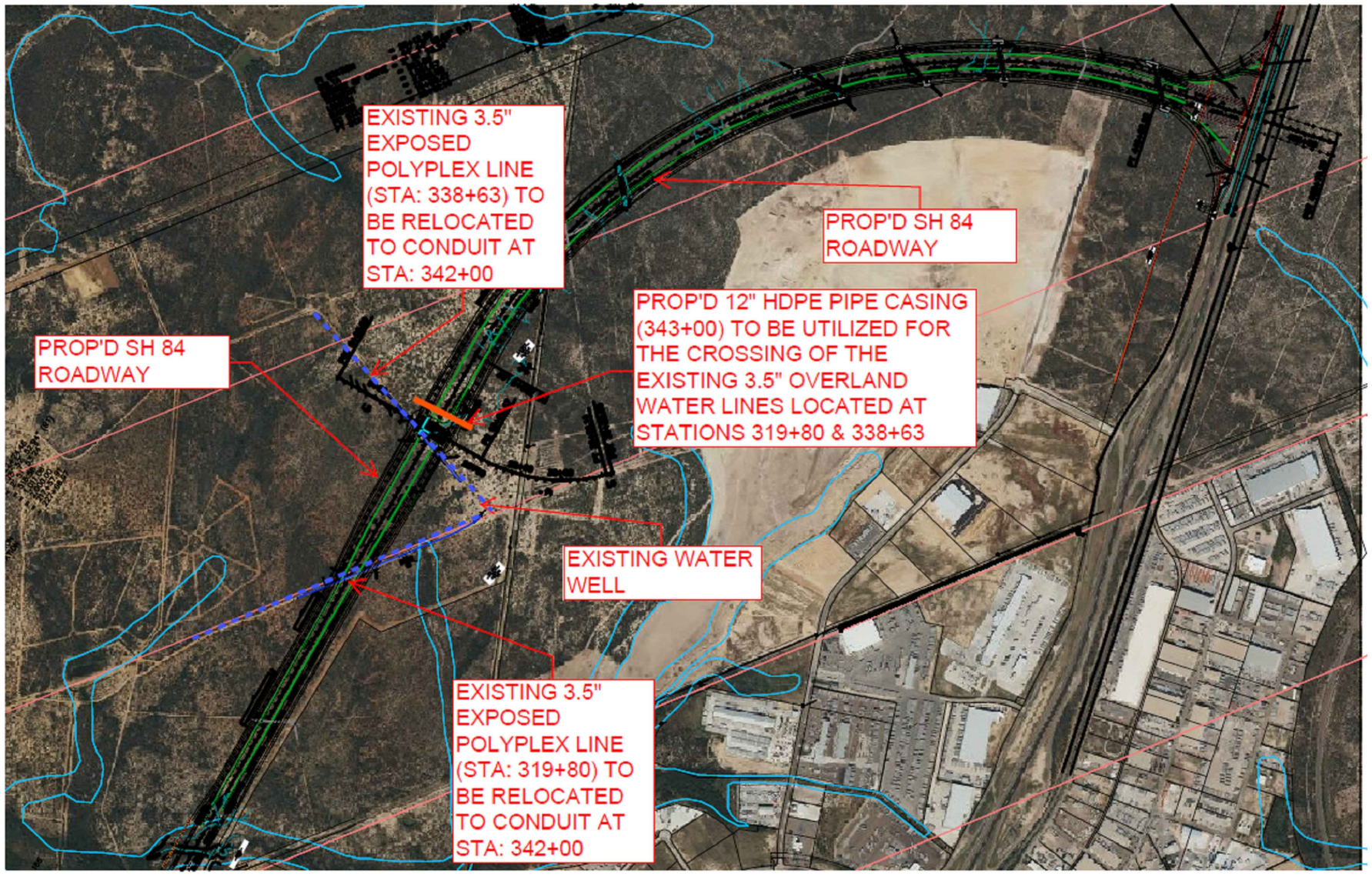
SHEET TITLE
WATER LINE
CASING
PLAN & PROFILE

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

5 OF 10 | 5

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KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

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STATE OF TEXAS
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PROFESSIONAL ENGINEER
5/6/2024

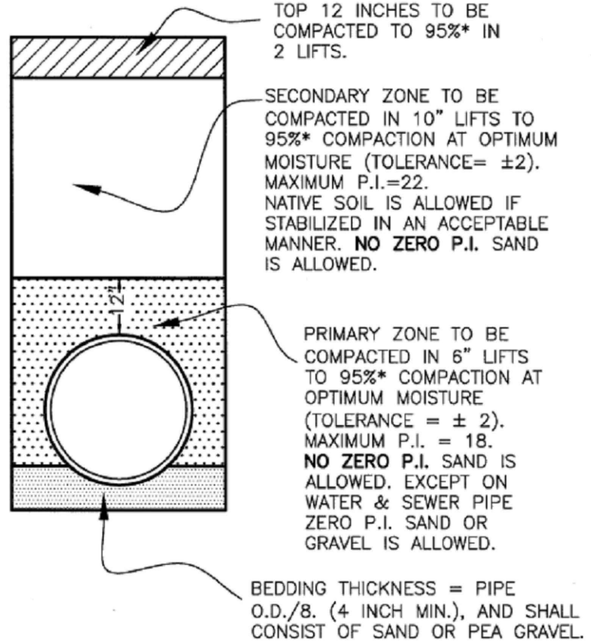
SHEET TITLE
EXISTING
WATER LINES
TO BE RELOCATED

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
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REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

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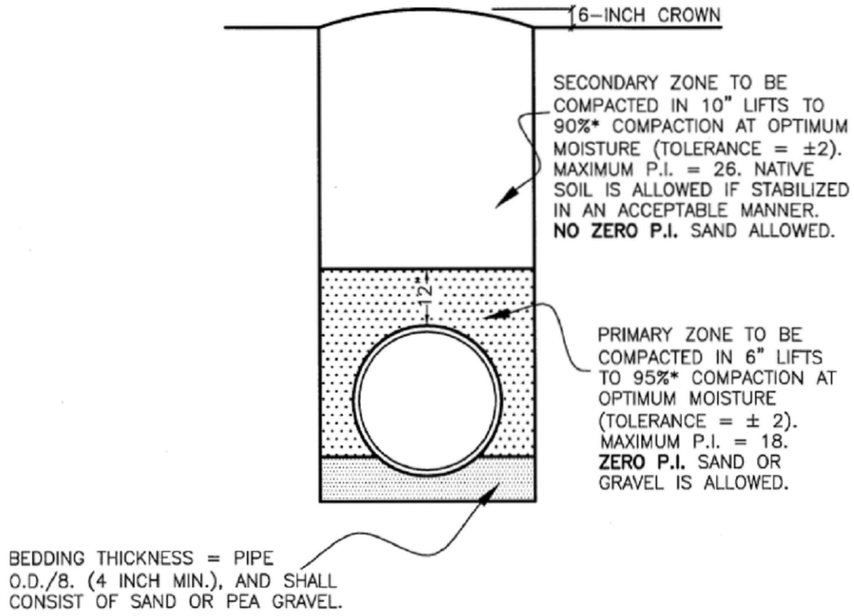
Kimmeridge Texas Gas

5A OF 10 5A



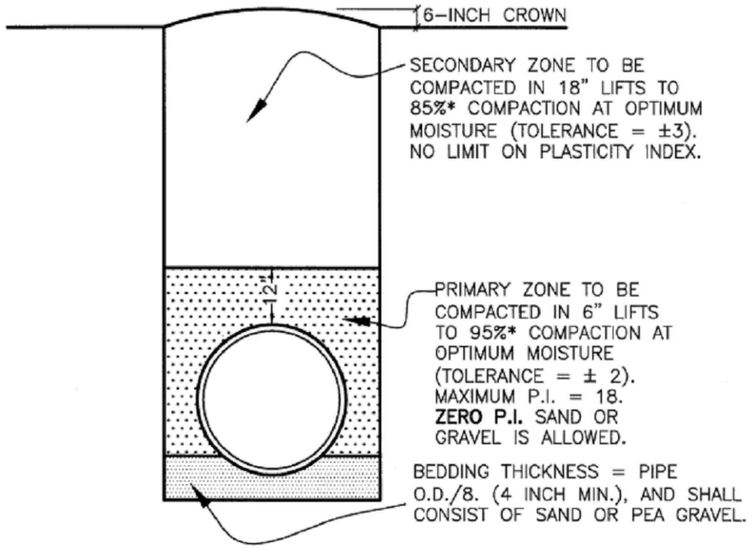
UTILITY TRENCH CONDITION "A" WITHIN PAVED AREAS

N.T.S.



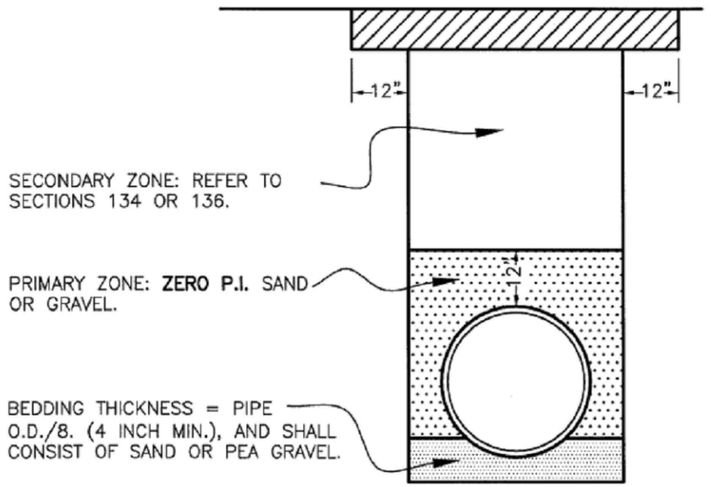
UTILITY TRENCH CONDITION "B" WITHIN THE R.O.W., OUTSIDE OF PAVED AREAS

N.T.S.



UTILITY TRENCH CONDITION "C" BEYOND THE R.O.W.

N.T.S.



UTILITY TRENCH CONDITION "D" CEMENT STABILZED SAND/CALICHE OR FLOWABLE BACKFILL

N.T.S.

STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
4/16/2024

PROJECT TITLE

KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

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KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY.
HOUSTON, TX 77024

SHEET TITLE

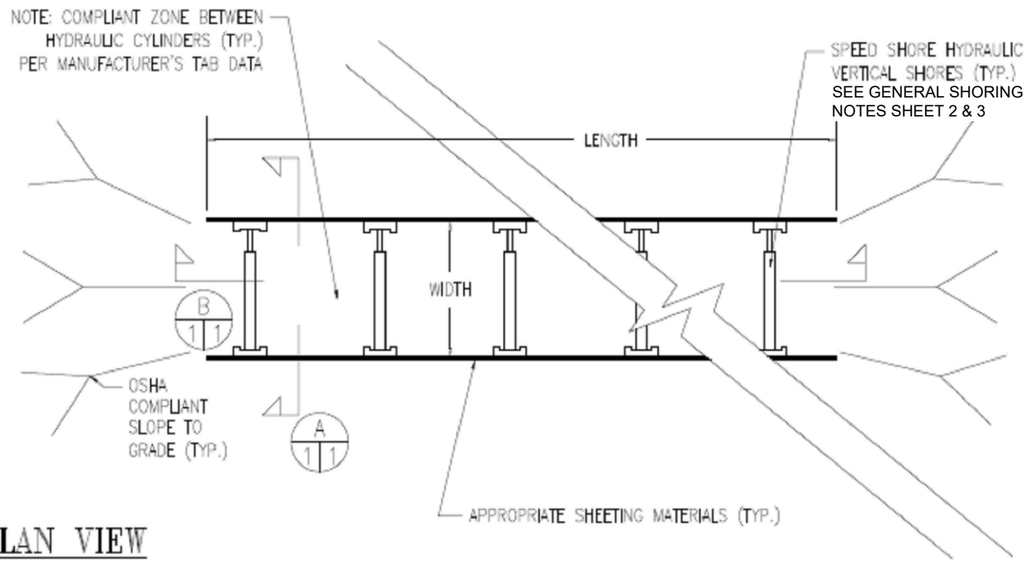
TRENCH CONDITIONS
DETAILS

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
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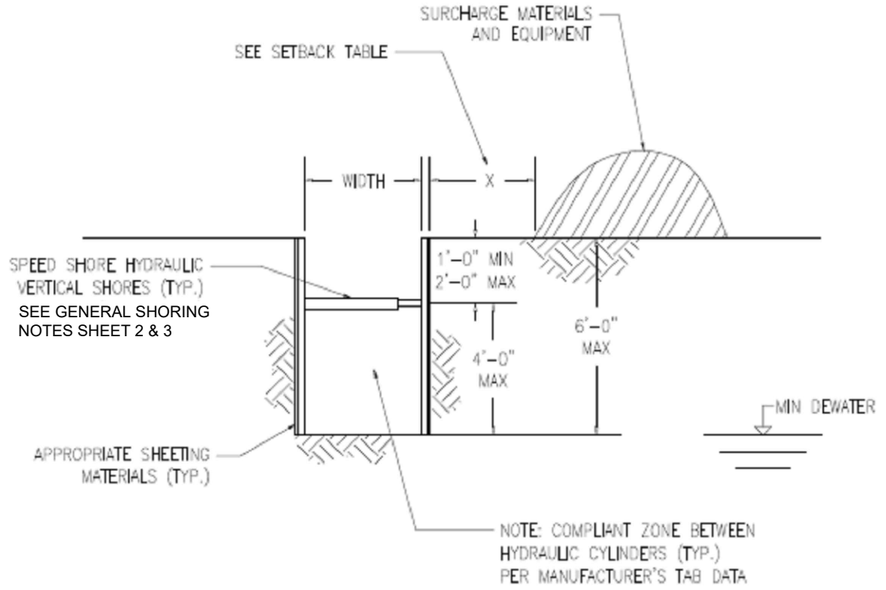
6 OF 10 | 6

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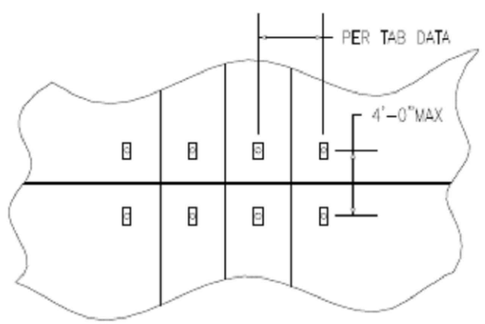
Kimmeridge Texas Gas



PLAN VIEW
SCALE: 1/4"= 1'-0"



A 1 1 SECTION A VIEW
SCALE: 1/4"= 1'-0"



B 1 1 SECTION B VIEW
SCALE: 1/8"= 1'-0"

GENERAL SHORING DETAILS
VERITCAL SHORES OPTION

SETBACK TABLE	
CRANE TO 30 TON MAX	X= 8'
CAT 325 EXCAVATOR	X= 6'
CAT 365 EXCAVATOR	X= 10'
CAT 375 EXCAVATOR	X= 12'
3 CY LOADER	X= 4'
5 CY LOADER	X= 6'
DUMP TRUCK	X= 5'
SPOIL PILE (6' TALL)	X= 4'
CONCRETE TRUCK	X= 10'
RAILROAD TRACK ℄	X= 100'
EXISTING STRUCTURES	X= 20'
HS20-44 TRAFFIC	X= 20'

NOTE:

THESE SHORING DETAILS ARE FOR REFERENCE PURPOSES ONLY. CONTRACTOR RESPONSIBLE TO RETAIN A STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT AND SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLAN SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEM THAT COMPLIES WITH THE MINIMUM OSHA STANDARDS FOR TRENCH EXCAVATIONS, SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.



Texas 811 Know what's below. Call before you dig.

Kimmeridge Texas Gas

PROJECT TITLE
KIMMERIDGE TEXAS GAS LINE RELOCATION & WATER LINE CONDUIT INSTALLATION PROJECT SH 84, LAREDO, TX (HACHAR-RUETHINGER ROADWAY)

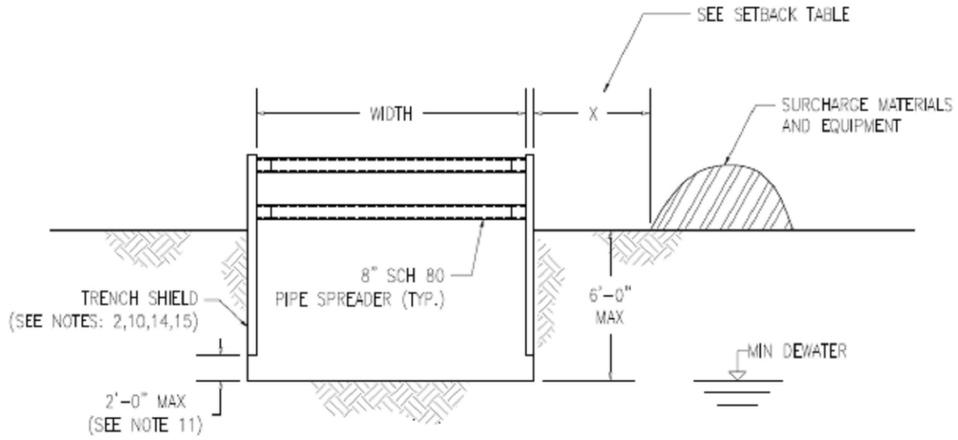
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OWNER
KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY.
HOUSTON, TX 77024

SHEET TITLE
SHORING DETAILS

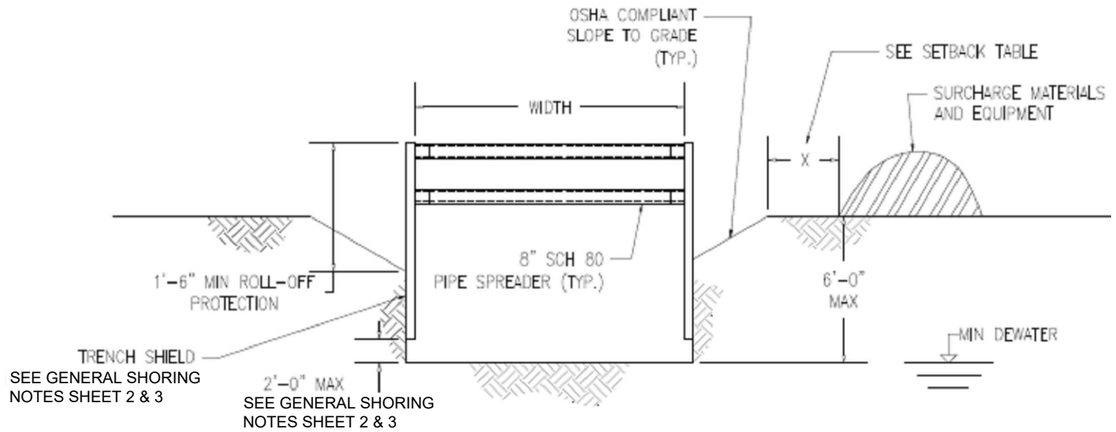
DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

7 OF 10 | 7



SECTION A VIEW-NO SLOPING

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



SECTION A VIEW-WITH SLOPING

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

NOTE:

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SETBACK TABLE	
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5 CY LOADER	X= 6'
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CONCRETE TRUCK	X= 10'
RAILROAD TRACK ℄	X= 100'
EXISTING STRUCTURES	X= 20'
HS20-44 TRAFFIC	X= 20'

STATE OF TEXAS
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4/16/2024

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OWNER
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CITY CENTRE FOUR,840
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HOUSTON, TX 77024

SHEET TITLE

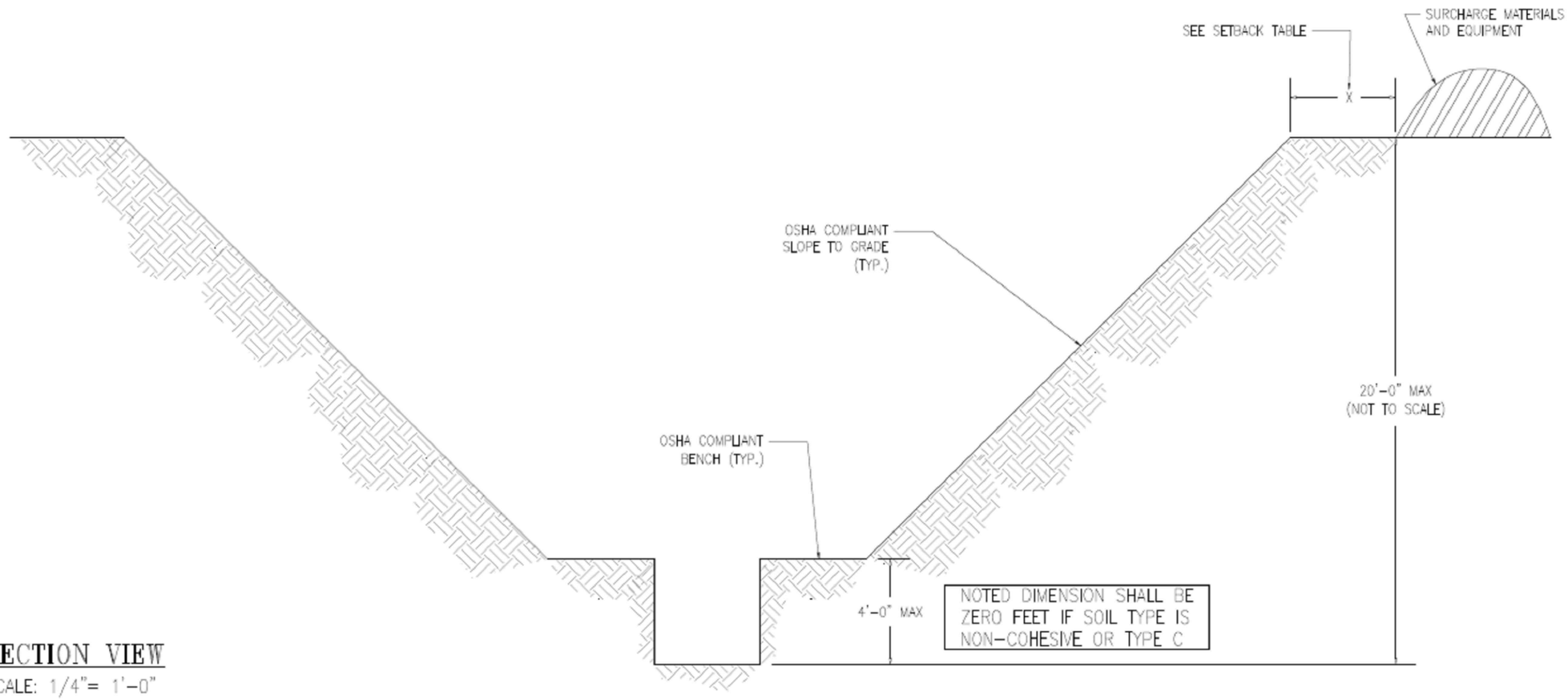
SHORING
DETAILS
CONTINUED

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

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SECTION VIEW
SCALE: 1/4"= 1'-0"

NOTE:

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STATE OF TEXAS
ARMANDO GUERRA
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4/16/2024

Texas 811
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PROJECT TITLE
KIMMERIDGE TEXAS GAS LINE RELOCATION & WATER LINE CONDUIT INSTALLATION PROJECT SH 84, LAREDO, TX (HACHAR-RUETHINGER ROADWAY)

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W.SAM HOUSTON PKWY.
HOUSTON, TX 77024

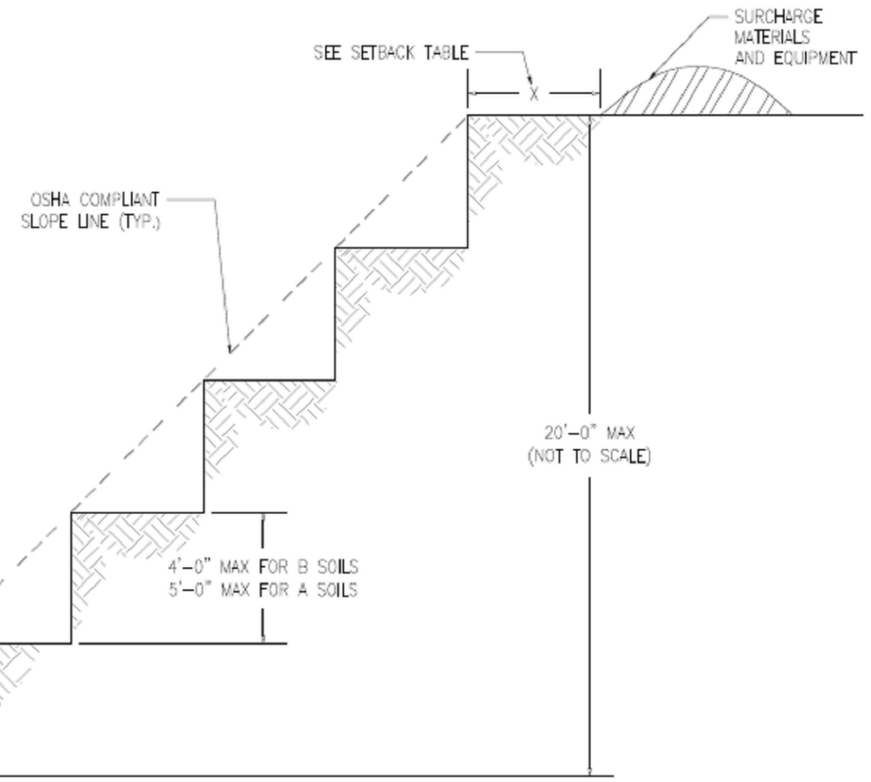
SHEET TITLE
SHORING DETAILS CONTINUED

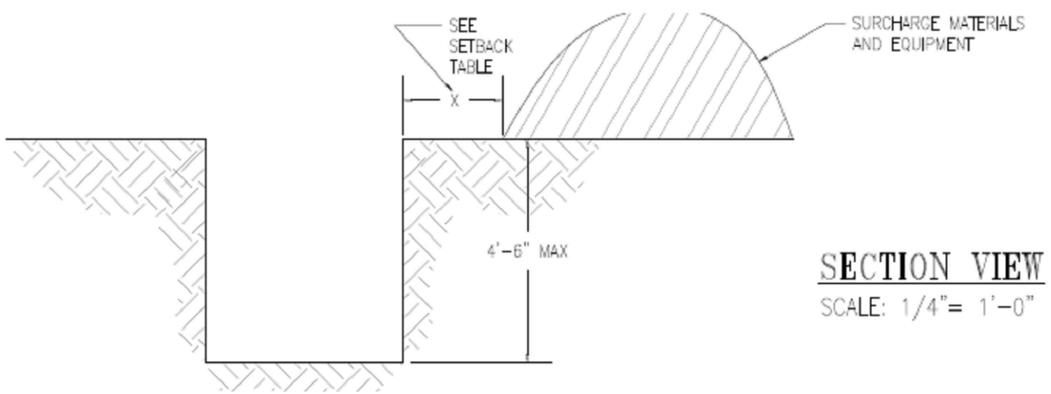
DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

9 OF 10 | 9



SECTION VIEW
SCALE: 1/4"= 1'-0"





SECTION VIEW
SCALE: 1/4"= 1'-0"

SETBACK TABLE	
CRANE TO 30 TON MAX	X= 8'
CAT 325 EXCAVATOR	X= 6'
CAT 365 EXCAVATOR	X= 10'
CAT 375 EXCAVATOR	X= 12'
3 CY LOADER	X= 4'
5 CY LOADER	X= 6'
DUMP TRUCK	X= 5'
SPOIL PILE (6' TALL)	X= 4'
CONCRETE TRUCK	X= 10'
RAILROAD TRACK ℄	X= 100'
EXISTING STRUCTURES	X= 20'
HS20-44 TRAFFIC	X= 20'

NOTE:

THESE SHORING DETAILS ARE FOR REFERENCE PURPOSES ONLY. CONTRACTOR RESPONSIBLE TO RETAIN A STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT AND SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLAN SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEM THAT COMPLIES WITH THE MINIMUM OSHA STANDARDS FOR TRENCH EXCAVATIONS, SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

STATE OF TEXAS
ARMANDO GUERRA
104992
LICENSED
PROFESSIONAL ENGINEER
4/16/2024

PROJECT TITLE
KIMMERIDGE TEXAS GAS
LINE RELOCATION & WATER LINE
CONDUIT INSTALLATION
PROJECT SH 84, LAREDO, TX
(HACHAR-RUETHINGER
ROADWAY)

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
LAND DEVELOPMENT • PLANNING • PLATTING • WASTEWATER • TRANSPORTATION • SURVEYING
ENGINEERING REGISTRATION NO. F-8019 SURVEY REGISTRATION NO. 100097-00

OWNER
KIMMERIDGE TEXAS GAS
REGGIE HART
713-302-8196
CITY CENTRE FOUR,840
W.SAM HOUSTON PKWY.
HOUSTON, TX 77024

SHEET TITLE
SHORING
DETAILS
CONTINUED

Texas 811
Know what's below.
Call before you dig.

Kimmeridge Texas Gas

DRAWN BY:	A.G.
CHECKED BY:	A.G.
APPROVED BY:	
DATE:	3 - 1 - 2024
REVISED DATE:	-
SCALE:	-
PROJECT #:	17932-23
FILE NAME:	KIMMERIDGE CONST. PLANS

10 OF 10 | 10

Kimmeridge Texas Gas

Cost Estimate for lowering 8" Hachar Gas Pipeline for SH 84 Expansion using Domestic made pipe

Modify 8" pipeline to facilitate pigging	$19,600
Fabricate and Install pig launcher and receiver	$59,538
Labor to pig 8" Hachar Pipeline	$4,500
Hydrovac line section to be lowered ~ 500' of 8" pipeline	$5,500
Dig out and remove ~ 500 pipeline section of 8" pipeline to be lowered	$6,750
Weld out and install 500' of 12" casing (Domestic pipe)	$47,106
Weld out and install 500' of 8" X-52 pipeline (Domestic pipe)	$27,840
Tie replacement 8" pipeline to existing line	$10,800
Lost Gas Revenue from pipeline blow down and 7 day shut in (Line pack 234 Mcf plus lost production of 1200 Mcf/d for 7 days)	$25,902
Surveying/Engineering/Company Labor/Supervision	$45,000
Total	**$252,536**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Resolution 25.**

SUBJECT
Authorizing the City Manager to negotiate and execute a license agreement with U.S. Customs and Border Protection for controlling vegetation (only removal of Carrizo Cane) along the banks of the Rio Grande at Chacon Creek. Said license agreement will allow the U.S. Customs and Border Protection's contractor to control Carrizo Cane (including, but not limited to, visually inspecting, marking, mowing, cutting, clipping, trimming, topping, pruning and/or shredding vegetation; removing cut vegetation and/or other debris; and/or implementing erosion control measures); there is no financial impact to the City of Laredo. This is the same language in the agreement that was approved for the carrizo removal near the South Laredo Nature & Birding Center (SoLa Center).

PREVIOUS COUNCIL ACTION
None

BACKGROUND
This area has experienced a few incursions of illegal activity due to its proximity to the Rio Grande. By executing this License Agreement with U.S. Customs and Border Protection, the City will grant access to a federal contractor that will remove the Carrizo Cane on a quarterly basis at no cost to the City of Laredo.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
Passage of the Resolution

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
No financial impact.

2024-R-138

License Agreement
between
U.S. Customs and Border Protection
and
City of Laredo
within
Laredo Border Patrol Sector

WHEREAS City of Laredo with a mailing address of P.O. Box 579, Laredo, TX, 78042 ("Licensor") is the lawful owner of the Properties located in the Webb County, Texas, and more particularly shown as Subject Parcels 182603, 182360, 182361, 182362, 175165 on Exhibit A attached hereto and made a part hereof, including any appurtenant rights in and to access roads located adjacent to or connecting to said parcels and/or accretion areas (said parcels and appurtenant rights together hereinafter, the "Properties");

WHEREAS, U.S. Customs and Border Protection ("CBP"), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, from time to time, CBP, its officers, employees, agents and contractors (collectively, the "Licensees") desire to enter upon the Properties to maintain, repair and/or improve existing roadways, control vegetation, and perform site survey and assessment activities related to such maintenance, repair, improvement and/or vegetation control, to ensure that CBP is able to safely and effectively patrol the United States border;

WHEREAS, Licensor understands and acknowledges that this License Agreement does not affect the authority of CBP to access properties, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License Agreement expresses Licensor's permission for the Licensees to access the Properties for the purposes as set forth below; and

WHEREAS, Licensor acknowledges that well-maintained roadways and vegetation control on the Properties provide a benefit to Licensor;

NOW THEREFORE, effective as of the date of full execution of this License Agreement, the undersigned parties agree as follows:

1. Permitted Use. The Licensees are permitted to enter upon the Properties to maintain, repair and/or improve existing roadways, including but not limited to the roadways or portions thereof highlighted on Exhibit A, control vegetation, and perform site survey and assessment activities (the "Permitted Use"). The Permitted Use includes, but is not limited to, the following activities: (a) removing hazards (to include replacing or modifying fences, gates or other items that obstruct or impede access to or maintenance, repair and/or improvement of existing roadways), graveling, grading, removing debris, filling in potholes, controlling drainage, and correcting weather-related damage to roadway surfaces; (b) visually inspecting, marking, mowing, cutting, clipping, trimming, pruning and/or shredding carrizo cane and salt cedars; removing cut vegetation and/or other debris; and/or implementing erosion control measures such as re-seeding,

re-planting, mulching and/or placement of silt screen, hay bales and/or erosion control blankets; (c) performing site surveys, site assessments, test borings, and other such exploratory work related to the aforesaid activities; (d) access for, and temporary storage of, the equipment, materials and supplies necessary for the aforesaid activities, provided that said temporary storage shall be allowed only for so long as the Properties are being used for the Permitted Use and that no permanent storage will be allowed; and (e) access for the purpose of accessing and performing work on adjacent properties.

2. Authority. Licensor affirms its lawful ownership of the Properties and its authority to execute this License Agreement to permit the Licensees to access and use the Properties for the Permitted Use.

3. Revocability. Although this License Agreement will not automatically terminate upon a date certain, Licensor retains the right to revoke the License Agreement at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License Agreement, Licensor agrees to provide written notice of revocation to CBP at least sixty (60) days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection
ATTN: License Administrator
USBP PMOD, 6.5E STOP 1039
1300 Pennsylvania Avenue NW
Washington, D.C. 20229

The License Administrator can also be reached via email at LicenseAdministrator@cbp.dhs.gov

4. Contact for Questions, Concerns or Changes of Ownership Information. After executing this License Agreement, should the Licensor have any questions or concerns regarding this License Agreement or the Permitted Use that is undertaken pursuant to this License Agreement, CBP invites the Licensor to contact the License Administrator noted above. CBP is committed to being responsive to any and all correspondence received from Licensor. Additionally, as set forth in Paragraph 8, the Licensor should notify the License Administrator of any changes in land ownership. Further, Licensor should notify the License Administrator if there are any changes to the Licensor's contact information (name, address, phone, etc.).

5. Restoration. Considering the nature of the use authorized by this License Agreement, in the event of revocation, or in the event CBP determines that it is no longer necessary to access the Properties for the Permitted Use, CBP will remove any equipment or other property stored upon the Properties by the Licensees in connection with this License Agreement, but CBP will not otherwise cause the Properties to be restored to its earlier condition.

6. Costs. Licensor acknowledges that this License Agreement is being granted without cost or monetary compensation to Licensor. CBP acknowledges that it is responsible for all costs associated with the Licensees' use of the Properties for the Permitted Use.

7. Non-Exclusivity. The Licensees' use of the Properties for the Permitted Use pursuant to this License Agreement does not limit Licensor's ability to use the Properties. However,

Licensor understands that this License Agreement in no way restricts CBP from conducting any statutorily authorized activities on the Properties.

8. Permission Specific to Licensor. This License Agreement is effective only insofar as Licensor retains ownership of the Properties. Licensor agrees to provide written notice to the address set forth in Paragraph 3 in the event Licensor transfers its ownership of the Properties.

9. No Assignment or Transfer. The rights of Licensees to use the Properties pursuant to this License Agreement is restricted solely to Licensees and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensor. Any attempted assignment will be void and of no effect.

10. Modification or Amendment. This License Agreement may only be modified or amended by a written agreement, signed by Licensor and an authorized representative of CBP.

11. No Waiver of Federal Tort Claims Act Remedies. Licensor does not waive any right to seek remedies for any damages that may result from this License Agreement. Licensor understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

12. Availability of Funds. The obligations of CBP under this License Agreement, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License Agreement.

13. No Obligation to Perform Work. Licensor acknowledges that although this License Agreement authorizes the Licensees to perform work on the Properties, the Licensees are under no obligation to do so.

14. Entire Agreement. This License Agreement constitutes the entire agreement between Licensor and CBP with respect to the Licensees' use of the Properties for the Permitted Use; provided, however, that if the Properties or any portion thereof is subject to an existing lease, license, right of entry, or other agreement with CBP or any other branch of the federal government, then the terms and provisions of this License Agreement shall not alter or otherwise affect the terms and provisions of such existing document.

15. Counterparts and Facsimile Signatures. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original of equal dignity with the other, but all of which together shall constitute but one and the same instrument, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The execution of this License Agreement by the signature of any party electronically transmitted as a facsimile or scan shall have the same force and validity as an original signature. The exchange of copies of this License Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this License as to the parties and may be used in lieu of the original License Agreement or all purposes.

IN WITNESS WHEREOF, Licensor and an authorized representative of CBP have caused this License Agreement to be executed.

For Licensor:

City of Laredo

By:_____ on_____
Printed Name:_____ Date
Title: _____

For U.S. Customs and Border Protection:

_____ on_____
David Bell Date
Real Estate Lead-Infrastructure Program
Program Management Office Directorate
United States Border Patrol

Licensor requires notification prior to entry. Yes No (please circle one)

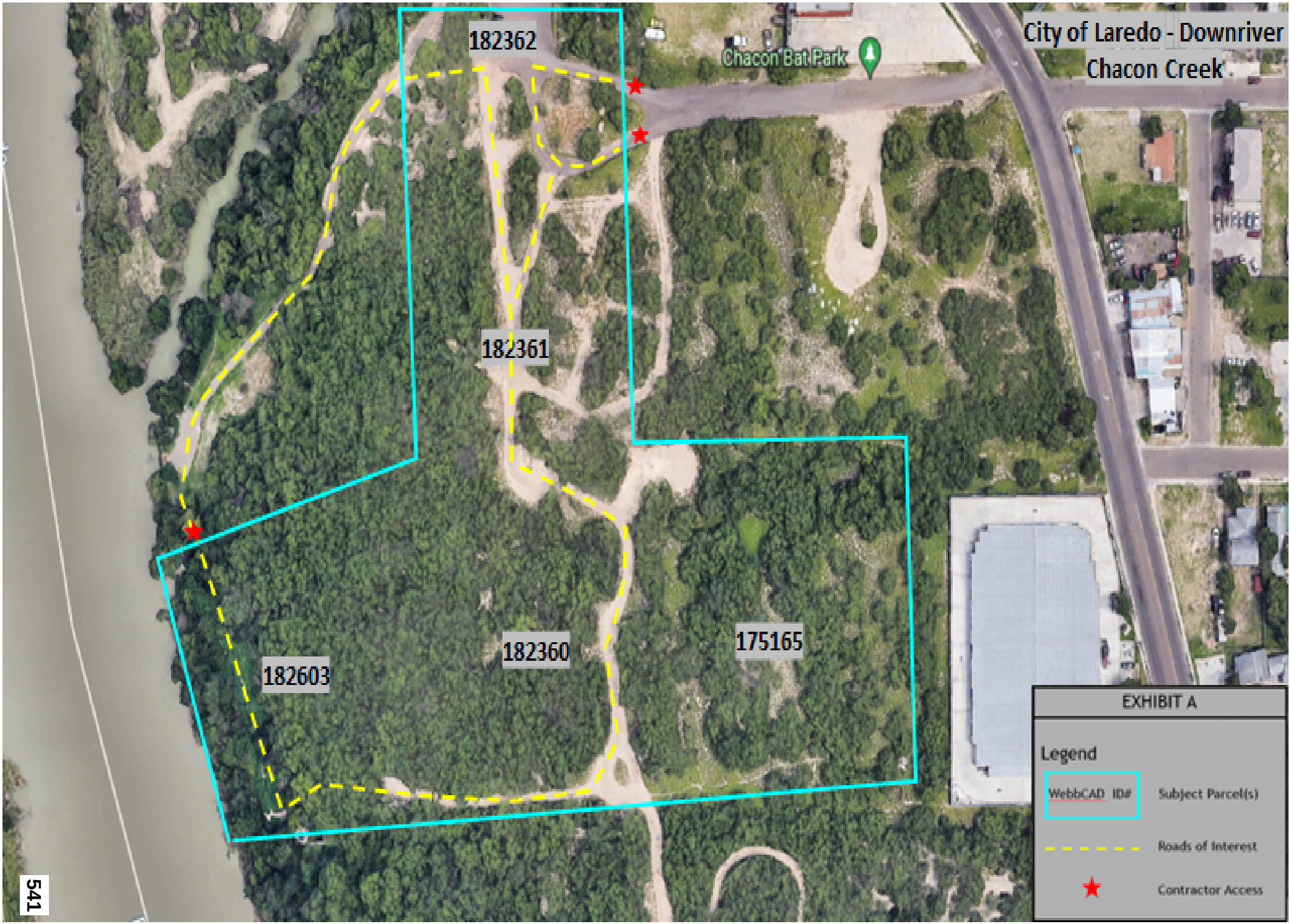
If yes, please provide point of contact for entry notification:

Name (print): _____

Phone number: _____

Email address: _____

Exhibit A


182362
Chacon Bat Park
City of Laredo - Downriver
Chacon Creek
182361
182603
182360
175165
EXHIBIT A
Legend
WebbCAD ID#
Subject Parcel(s)
Roads of Interest
Contractor Access
541

CERTIFICATE OF AUTHORITY

(Applicable for Corporations and Organizations)

I,_____*(name)*, certify that I am the _____ *(position held in organization)* of City of Laredo duly organized and registered in the State of Texas; that_____ *(executor of instrument)*, who signed the foregoing instrument on behalf of the Licensor, was then_____*(position of executor of instrument)* of said City of Laredo, I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of City of Laredo, this_____day of_____, 2022.

By:_____
Printed Name: _____
Title: _____

CONSENT OF TENANT
(if applicable)

I hereby consent to the use of the Properties by the Government in accordance with this license agreement.

_____
Tenant's Signature

_____
Tenant's Printed Name

Tenant's Mailing Address:
_____

_____

_____

Home Telephone: _____

Work Telephone: _____

Tenant requires notification prior to entry. Yes No (please circle one)

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 26.**

SUBJECT
Consideration to renew contract FY23-034 with Tovar Landscaping, Laredo, Texas in an annual amount of $42,200.00 for the maintenance of Manadas Creek by North Central. There was no price increase during the last extension period. The term of this contract shall be for a period of one year with the option to renew three additional one year periods, upon mutual agreement of both parties. This is the first of three extension periods. Funding is available in the Environmental Services Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
This contract establishes a monthly rate for the lawn maintenance of Manadas Creek by North Central. There was no price increase during the last extension period. This is the first of three (3) extension periods. The term of this contract shall be for a period of one (1) year. This contract shall be responsibility of and administered by the vendor and
the City of Laredo Environmental Department.

Current Pricing:

Collection Trash, Debris, Mowing, and Trimming	$ 3,500.00
Additional Services: Periodic Trenching of Pilot Channel (Twice/Year)	$ 100.00

A complete bid tabulation is attached

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Environmental Services Fund.
Account #:	249-3840-543-5537.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

Funding is available in the Environmental Services Fund account 249-3840-543-5537.

City of Laredo
Purchasing Division

RENEWAL LETTER

April 22, 2024

Tovar Landscaping
Saul Tovar
110 E. Paredes
Laredo, TX 78043

Re: FY23-033 Manadas Creek Maintenance – Academy
Extension I

Dear Mr. Tovar,

A formal contract for providing Maintenance Services to the Manadas Creek - Academy for the City of Laredo Environmental Services was awarded to your company on June 1, 2023. The term of this contract was for a period of one (1) year with the option to renew three (3) additional one (1) year periods upon mutual agreement of both parties. This is the first of three (3) extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Enrique Aldape, III
Interim Purchasing Agent

Xc: Purchasing File

Tovar Landscaping

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Saul Tovar

Date: 04/22/2024

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

Event Number	FY23-033 Manadas Creek Maintenance - Ac	**Organization**	City of Laredo Purchasing
Event Title	Environmental Services	**Workgroup**	City of Laredo Purchasing
Event Description	The City of Laredo has established a local ve	**Event Owner**	Francisco Miranda
Event Type	RFB	**Email**	fmiranda@ci.laredo.tx.us
Issue Date	4/25/2023 08:00:02 AM (CT)	**Phone**	
Close Date	5/17/2023 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tovar Landscaping	Laredo	TX	5/18/2023 09:24:01 AM (CT)	2	$32,250.00
Nick Benavides	Oilton	TX	5/18/2023 09:38:11 AM (CT)	2	$52,612.00
Royal Contractors, Inc.	Laredo	TX	5/17/2023 04:02:55 PM (CT)	2	$97,500.00
ABBA CONSTRUCTION, LLC	Laredo	TX	5/17/2023 04:38:49 PM (CT)	2	$240,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

FY23-033 Manadas Creek Maintenance - Academy

Tovar Landscaping

Supplier Response

Event Information

Number:	FY23-033 Manadas Creek Maintenance - Academy
Title:	Environmental Services
Type:	Request For Bid
Issue Date:	4/25/2023
Deadline:	5/17/2023 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Bids may be hand delivered at the City Secretary Office,

1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 17, 2023 and all bids received will be opened and publicly acknowledged at 9:00 A.M. on May 18, 2023.**

Contact Information

Contact: Eduardo J. Herrera
Address: Environmental Services Dept.
619 Reynolds St.
Laredo, TX 78040
Phone: (956) 794-1650
Email: eherrera@ci.laredo.tx.us

Tovar Landscaping Information

Contact: Saul Tovar
Address: 110 e pareses st
Laredo, TX 78043
Phone: (956) 332-6450
Email: tovarlandscaping13@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Tovar Landscaping
Signature

tovarlandscaping13@gmail.com
Email

Submitted at 5/18/2023 09:24:01 AM (CT)

Requested Attachments

Conflict of Interest Questionnaire *No response*

Form must be signed and submitted as part of your bid response.

Non-Collusive Affidavit Form *No response*

Form must be notarized and submitted as part of your bid response.

Certificate of Interested Parties (Form 1295) *No response*

Shall be submitted within 10 days upon award of bid

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☐ *Yes (Yes)*

2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section (I have read and understand this section)
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Tovar Landscaping - Saul Tovar - 9563326450
9	**State how long under has the business been in its present business name** 17 years
10	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

18 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City’s Ethics Code.

19 **This is a**

New Submission

20 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Saul Tovar

21 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY23-033 Manadas Creek Maintenance Academy
Environmental Services

22	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Saul Tovar Tovar landscaping
23	**Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
25	**Question 5. List any individuals or entitites that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A
29	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
30	**Question 7. Disclosure of policitcal contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. N/A

31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
32	**Question 8. Discloure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
35	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Tovar Landscaping Saul Tovar Owner
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1 MANADAS CREEK MAINTENANCE CONTRACT - ENVIRONMENTAL SERVICES DEPARTMENT

1.0 Scope:

The City of Laredo, is herein soliciting formal bids from interested parties for awarding an annual contract for the maintenance of the Manadas Creek by the Academy Sports store and the Backwoods North Pond. The program consists of the collection of trash, debris, rubbish, mowing, the cutting and trimming of all trees along all fence lines or to street curb through the contract area; and the removal of all branches, tires, shopping carts and other waste materials. Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters Manadas Creek in the service areas identified in this request for bids. All trash and other waste must be disposed of at the City of Laredo Landfill Facility.

*The contract area is the Manadas Creek Academy channel located North of Loop 20 near International Blvd and the Academy Sport store. The service area is from Loop 20 to the North about 4,000 linear feet abutting the western boundary of United High School and includes two detention ponds. One of the ponds is located near the Academy Store.

AND

Backwoods North Pond

*The contract area is the Backwoods North Pond located at 10550 Sanderiana Ct., Laredo, TX. This will be a one-time maintenance service for five (5) months or as needed, for the maintenance of the vegetated areas on Backwoods North Pond approx. 6.6 acres.

Attached are drawing and aerial photos of the Manadas Creek Academy and Backwoods North Pond service areas. See "Attachments A & B" on attachment tab for reference.

2.0 General Conditions:

Bidders are required to submit their proposals upon the following expressed conditions:

• Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents.

• Bidders shall make all investigations necessary to thoroughly inform themselves regarding both grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of a failure of omission on the part of the bidder to make the necessary examinations and investigations; or failure to fulfill in every detail the requirements of the contract documents. These will not be accepted as a basis for varying the requirements of the City or the

compensation to the vendor.

• Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

Unit (per cycle) prices shall be shown and where there is an error in extension of price, the unit price shall govern.

Vendor will be responsible for providing all safety warning signs advising the public of work in progress.

In addition, when vendor employees are working on street right of way areas, each employee must wear a safety vest.

The successful vendor must comply with all the insurance requirements described in the attributes tab.

3.0 Term of Contract:

The term of this contract shall be for a one (1) year with the option to extend this contract for three (3) additional one (1) year period upon mutual agreement and performance approval by the City.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Bidders must provide price on a per-cycle basis.

It is the intent of the City of Laredo that the number of cycles or cuts be no less than those indicated on the bid schedule. Nevertheless, this figure may be increased or decreased at the sole discretion of the City so as to take into account a varied growing season.

Contractor must notify the Environmental Services Administration Office when the maintenance service cycles will be performed. Mr. Eduardo Herrera will be the City's contact for this contract. The contract vendor will notify Mr. Herrera when the cutting cycle will commence and will notify him when the cutting cycle has been finished.

The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a log for each cutting cycle on the total amount of tree trimmings, grass

trimmings, trash, tires and other waste collected.

The monthly log shall be submitted with the cutting cycle invoice to the Environmental Services Department.

Contractor will be responsible for any damages to City or private property that occurs in the performance of this contr**act.**

No invoice shall be turned in until the job is completely done for that cycle.

This contract may be cancelled by the City of Laredo for unsatisfactory performance during the contract period by providing written notice of intent to cancel. The contractor will be provided with written notice of any unsatisfactory performance issues and the contractor shall have thirty days to cure or remedy the deficiency (s) to the satisfaction of the City. If there are more than two notices of unsatisfactory performance within a twelve-month period, this is considered sufficient justification to cancel.

The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most advantageous to the City.

4.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Quantity: 1 UOM: EA

2 Package Header

Manadas Creek Academy

Service Requirements (12 cutting cycles per year)

The monthly log shall be submitted with the monthly invoice to the Environmental Services Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Service Requirements

• The following is required for each cutting cycle: Provide all labor, equipment and supplies needed to maintain the creek areas identified in this bid solicitation.

• Remove vegetation from the creek channel area or detention ponds identified and marked by City staff. This can include: palm trees, dead and healthy trees, plants and shrubs.

• Prune and trim all large trees in the service area on an as need basis or when identified by City staff. Pruning and trimming shall be done to maintain a minimum clearance height of ten (10') feet.

• Trim bushes, shrubs or plants as needed in or around the Manadas Creek area.

• Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste material from the creek areas. This may include some building materials, home furnishings and any other items illegally dumped or collected by rainfalls in the creek areas.

• Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences. The vegetated areas include but shall not be limited to natural and planted grasses, small shrubs, small trees, and other vegetation.

• Mow and cut all vegetated areas along any fence lines.

• Contractor must not cut grass less than three (3) inches in height. There are rock berms that will require the contractor to cut the grass manually.

• Rake up, pick up and remove all trimmings, clippings, and cuttings.

• Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters Manadas Creek in the service areas identified in this request for bids.

• All the trimmings, clipping, cuttings, trash, debris, branches, tires, shopping carts, and any other waste material collected from the creek areas must be properly disposed at the City of Laredo Solid Waste facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a monthly log on the total amount of tree trimmings, grass trimmings, trash, tires and other waste collected.

The monthly log shall be submitted with the monthly invoice to the Environmental Service Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Perform all services required by these specifications, to include but not limited to the collection of trash, debris, litter and branches from the creek areas, mowing and trimming as listed. (once a month)

Total: $30,000.00

Package Items

2.1
Service Requirements (12 cutting cycles per year)

Quantity: 12 UOM: Monthly Price: $2,500.00 Total: $30,000.00

3 **Package Header**

Backwoods North Pond (One time service only)

Scope:

The City of Laredo, is herein soliciting bids from interested parties for awarding an annual contract for the maintenance of 5 months or as needed of the vegetated areas on Backwoods North Pond approx. 6.6 acres. The program consists of the collection of trash, debris, rubbish; mowing, and maintenance of the vegetated buffer areas; the cutting and trimming of all trees along all fence lines or to street curb through the contract area; and the removal of all branches, tires, shopping carts and other waste materials. All trash and other waste must be disposed of at the City of Laredo Solid Waste facility.

The contract area is Backwoods North pond area from north of Borchers Elementary School address 9551 Backwoods Trail, Laredo, TX 78045 . See attachment

Vendor must find easement around the properties to perform maintenance services.

General Conditions and Term: Same as above in Line #1.

Service Requirements

• The following is required for each cutting cycle: Provide all labor, equipment and supplies needed to maintain the creek areas identified in this bid solicitation.

• Remove vegetation from the creek channel area or detention ponds identified and marked by City staff. This can include: palm trees, dead and healthy trees, plants and shrubs.

• Prune and trim all large trees in the service area on an as need basis or when identified by City staff. Pruning and trimming shall be done to maintain a minimum clearance height of ten (10') feet.

• Trim bushes, shrubs or plants as needed in or around the Manadas Creek area.

• Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste material from the creek areas. This may include some building materials, home furnishings and any other items illegally dumped or collected by rainfalls in the creek areas.

• Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences. The vegetated areas include but shall not be limited to natural and planted grasses, small shrubs, small trees, and other vegetation.

• Mow and cut all vegetated areas along any fence lines.

• Contractor must not cut grass less than three (3) inches in height. There are rock berms that will require the contractor to cut the grass manually.

• Rake up, pick up and remove all trimmings, clippings, and cuttings.

• Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters the Backwoods North Pond in the service areas identified in this request for bids.

• All the trimmings, clipping, cuttings, trash, debris, branches, tires, shopping carts, and any other waste material collected from the creek areas must be properly disposed at the City of Laredo Solid Waste facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a monthly log on the total amount of tree trimmings, grass trimmings, trash, tires

and other waste collected.

The monthly log shall be submitted with the monthly invoice to the Environmental Service Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Total: $2,250.00

Package Items

3.1
Service Requirements (5 cutting cycles/this will be a one time service only)

Quantity: 5 UOM: EA Price: $450.00 Total: $2,250.00

Response Total: $32,250.00

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 27.**

SUBJECT
Consideration to renew contract FY23-033 with Tovar Landscaping, Laredo, Texas in an annual amount of $32,250.00 for the maintenance of Manadas Creek by the Academy Sports Store and North backwoods pond. There was no price increase during the last extension period. The term of this contract shall be for a period of one year with the option to renew three additional one year periods, upon mutual agreement of both parties. This is the first of three extension periods. Funding is available in the Environmental Services Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
This contract establishes a monthly rate for the lawn maintenance of Manadas Creek by the Academy Sports Store and North backwoods pond. There was no price increase during the last extension period. This is the first of three extension periods. The term of this contract shall be for a period of one year. This contract shall be responsibility of and administered by the vendor and the City of Laredo Environmental Department.

Current Pricing:

Cutting Cycles per month	$ 2,500.00
Extra Cutting Cycles (if needed)	$ 450.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes.
Source of Funds:	Environmental Services Budget.
Account #:	249-3840-543-5537.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the Environmental Services Fund in account 249-3840-543-5537.

City of Laredo
Purchasing Division

RENEWAL LETTER

April 22, 2024

Tovar Landscaping
Saul Tovar
110 E. Paredes
Laredo, TX 78043

Re: FY23-033 Manadas Creek Maintenance – Academy
Extension I

Dear Mr. Tovar,

A formal contract for providing Maintenance Services to the Manadas Creek - Academy for the City of Laredo Environmental Services was awarded to your company on June 1, 2023. The term of this contract was for a period of one (1) year with the option to renew three (3) additional one (1) year periods upon mutual agreement of both parties. This is the first of three (3) extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Enrique Aldape, III
Interim Purchasing Agent

Xc: Purchasing File

Tovar Landscaping

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Saul Tovar

Date: 04/22/2024

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

Event Number	FY23-033 Manadas Creek Maintenance - Ac	**Organization**	City of Laredo Purchasing
Event Title	Environmental Services	**Workgroup**	City of Laredo Purchasing
Event Description	The City of Laredo has established a local ve	**Event Owner**	Francisco Miranda
Event Type	RFB	**Email**	fmiranda@ci.laredo.tx.us
Issue Date	4/25/2023 08:00:02 AM (CT)	**Phone**	
Close Date	5/17/2023 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tovar Landscaping	Laredo	TX	5/18/2023 09:24:01 AM (CT)	2	$32,250.00
Nick Benavides	Oilton	TX	5/18/2023 09:38:11 AM (CT)	2	$52,612.00
Royal Contractors, Inc.	Laredo	TX	5/17/2023 04:02:55 PM (CT)	2	$97,500.00
ABBA CONSTRUCTION, LLC	Laredo	TX	5/17/2023 04:38:49 PM (CT)	2	$240,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

FY23-033 Manadas Creek Maintenance - Academy

Tovar Landscaping

Supplier Response

Event Information

Number:	FY23-033 Manadas Creek Maintenance - Academy
Title:	Environmental Services
Type:	Request For Bid
Issue Date:	4/25/2023
Deadline:	5/17/2023 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Bids may be hand delivered at the City Secretary Office,

1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 17, 2023 and all bids received will be opened and publicly acknowledged at 9:00 A.M. on May 18, 2023.**

Contact Information

Contact: Eduardo J. Herrera
Address: Environmental Services Dept.
619 Reynolds St.
Laredo, TX 78040
Phone: (956) 794-1650
Email: eherrera@ci.laredo.tx.us

Tovar Landscaping Information

Contact: Saul Tovar
Address: 110 e pareses st
Laredo, TX 78043
Phone: (956) 332-6450
Email: tovarlandscaping13@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Tovar Landscaping
Signature

tovarlandscaping13@gmail.com
Email

Submitted at 5/18/2023 09:24:01 AM (CT)

Requested Attachments

Conflict of Interest Questionnaire *No response*

Form must be signed and submitted as part of your bid response.

Non-Collusive Affidavit Form *No response*

Form must be notarized and submitted as part of your bid response.

Certificate of Interested Parties (Form 1295) *No response*

Shall be submitted within 10 days upon award of bid

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☐ *Yes (Yes)*

2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section (I have read and understand this section)

7 **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

8 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

Tovar Landscaping - Saul Tovar - 9563326450

9 **State how long under has the business been in its present business name**

17 years

10 **If applicable, list all other names under which the Business identified above operated in the last five years**

N/A

11 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

12 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

N/A

13 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

N/A

14 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

15 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 Conflict of Intererst Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 Conflict of Interest Questionnaire

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

18 Disclosure Form

For details on use of this form, see Section 4.01 of the City’s Ethics Code.

19 This is a

New Submission

20 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Saul Tovar

21 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY23-033 Manadas Creek Maintenance Academy
Environmental Services

22 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Saul Tovar
Tovar landscaping

23 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

24 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

25 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

26 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

28 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

29 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

30 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
32	**Question 8. Discloure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
35	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Tovar Landscaping Saul Tovar Owner
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1 MANADAS CREEK MAINTENANCE CONTRACT - ENVIRONMENTAL SERVICES DEPARTMENT

1.0 Scope:

The City of Laredo, is herein soliciting formal bids from interested parties for awarding an annual contract for the maintenance of the Manadas Creek by the Academy Sports store and the Backwoods North Pond. The program consists of the collection of trash, debris, rubbish, mowing, the cutting and trimming of all trees along all fence lines or to street curb through the contract area; and the removal of all branches, tires, shopping carts and other waste materials. Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters Manadas Creek in the service areas identified in this request for bids. All trash and other waste must be disposed of at the City of Laredo Landfill Facility.

*The contract area is the Manadas Creek Academy channel located North of Loop 20 near International Blvd and the Academy Sport store. The service area is from Loop 20 to the North about 4,000 linear feet abutting the western boundary of United High School and includes two detention ponds. One of the ponds is located near the Academy Store.

AND

Backwoods North Pond

*The contract area is the Backwoods North Pond located at 10550 Sanderiana Ct., Laredo, TX. This will be a one-time maintenance service for five (5) months or as needed, for the maintenance of the vegetated areas on Backwoods North Pond approx. 6.6 acres.

Attached are drawing and aerial photos of the Manadas Creek Academy and Backwoods North Pond service areas. See "Attachments A & B" on attachment tab for reference.

2.0 General Conditions:

Bidders are required to submit their proposals upon the following expressed conditions:

• Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents.

• Bidders shall make all investigations necessary to thoroughly inform themselves regarding both grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of a failure of omission on the part of the bidder to make the necessary examinations and investigations; or failure to fulfill in every detail the requirements of the contract documents. These will not be accepted as a basis for varying the requirements of the City or the

compensation to the vendor.

• Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

Unit (per cycle) prices shall be shown and where there is an error in extension of price, the unit price shall govern.

Vendor will be responsible for providing all safety warning signs advising the public of work in progress.

In addition, when vendor employees are working on street right of way areas, each employee must wear a safety vest.

The successful vendor must comply with all the insurance requirements described in the attributes tab.

3.0 Term of Contract:

The term of this contract shall be for a one (1) year with the option to extend this contract for three (3) additional one (1) year period upon mutual agreement and performance approval by the City.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Bidders must provide price on a per-cycle basis.

It is the intent of the City of Laredo that the number of cycles or cuts be no less than those indicated on the bid schedule. Nevertheless, this figure may be increased or decreased at the sole discretion of the City so as to take into account a varied growing season.

Contractor must notify the Environmental Services Administration Office when the maintenance service cycles will be performed. Mr. Eduardo Herrera will be the City's contact for this contract. The contract vendor will notify Mr. Herrera when the cutting cycle will commence and will notify him when the cutting cycle has been finished.

The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a log for each cutting cycle on the total amount of tree trimmings, grass

trimmings, trash, tires and other waste collected.

The monthly log shall be submitted with the cutting cycle invoice to the Environmental Services Department.

Contractor will be responsible for any damages to City or private property that occurs in the performance of this contr**act.**

No invoice shall be turned in until the job is completely done for that cycle.

This contract may be cancelled by the City of Laredo for unsatisfactory performance during the contract period by providing written notice of intent to cancel. The contractor will be provided with written notice of any unsatisfactory performance issues and the contractor shall have thirty days to cure or remedy the deficiency (s) to the satisfaction of the City. If there are more than two notices of unsatisfactory performance within a twelve-month period, this is considered sufficient justification to cancel.

The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most advantageous to the City.

4.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Quantity: 1 UOM: EA

2 Package Header

Manadas Creek Academy

Service Requirements (12 cutting cycles per year)

The monthly log shall be submitted with the monthly invoice to the Environmental Services Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Service Requirements

• The following is required for each cutting cycle: Provide all labor, equipment and supplies needed to maintain the creek areas identified in this bid solicitation.

• Remove vegetation from the creek channel area or detention ponds identified and marked by City staff. This can include: palm trees, dead and healthy trees, plants and shrubs.

• Prune and trim all large trees in the service area on an as need basis or when identified by City staff. Pruning and trimming shall be done to maintain a minimum clearance height of ten (10') feet.

• Trim bushes, shrubs or plants as needed in or around the Manadas Creek area.

• Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste material from the creek areas. This may include some building materials, home furnishings and any other items illegally dumped or collected by rainfalls in the creek areas.

• Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences. The vegetated areas include but shall not be limited to natural and planted grasses, small shrubs, small trees, and other vegetation.

• Mow and cut all vegetated areas along any fence lines.

• Contractor must not cut grass less than three (3) inches in height. There are rock berms that will require the contractor to cut the grass manually.

• Rake up, pick up and remove all trimmings, clippings, and cuttings.

• Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters Manadas Creek in the service areas identified in this request for bids.

• All the trimmings, clipping, cuttings, trash, debris, branches, tires, shopping carts, and any other waste material collected from the creek areas must be properly disposed at the City of Laredo Solid Waste facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a monthly log on the total amount of tree trimmings, grass trimmings, trash, tires and other waste collected.

The monthly log shall be submitted with the monthly invoice to the Environmental Service Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Perform all services required by these specifications, to include but not limited to the collection of trash, debris, litter and branches from the creek areas, mowing and trimming as listed. (once a month)

Total: $30,000.00

Package Items

2.1
Service Requirements (12 cutting cycles per year)

Quantity: 12 UOM: Monthly Price: $2,500.00 Total: $30,000.00

3 **Package Header**

Backwoods North Pond (One time service only)

Scope:

The City of Laredo, is herein soliciting bids from interested parties for awarding an annual contract for the maintenance of 5 months or as needed of the vegetated areas on Backwoods North Pond approx. 6.6 acres. The program consists of the collection of trash, debris, rubbish; mowing, and maintenance of the vegetated buffer areas; the cutting and trimming of all trees along all fence lines or to street curb through the contract area; and the removal of all branches, tires, shopping carts and other waste materials. All trash and other waste must be disposed of at the City of Laredo Solid Waste facility.

The contract area is Backwoods North pond area from north of Borchers Elementary School address 9551 Backwoods Trail, Laredo, TX 78045 . See attachment

Vendor must find easement around the properties to perform maintenance services.

General Conditions and Term: Same as above in Line #1.

Service Requirements

• The following is required for each cutting cycle: Provide all labor, equipment and supplies needed to maintain the creek areas identified in this bid solicitation.

• Remove vegetation from the creek channel area or detention ponds identified and marked by City staff. This can include: palm trees, dead and healthy trees, plants and shrubs.

• Prune and trim all large trees in the service area on an as need basis or when identified by City staff. Pruning and trimming shall be done to maintain a minimum clearance height of ten (10') feet.

• Trim bushes, shrubs or plants as needed in or around the Manadas Creek area.

• Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste material from the creek areas. This may include some building materials, home furnishings and any other items illegally dumped or collected by rainfalls in the creek areas.

• Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences. The vegetated areas include but shall not be limited to natural and planted grasses, small shrubs, small trees, and other vegetation.

• Mow and cut all vegetated areas along any fence lines.

• Contractor must not cut grass less than three (3) inches in height. There are rock berms that will require the contractor to cut the grass manually.

• Rake up, pick up and remove all trimmings, clippings, and cuttings.

• Clean and remove all vegetation, debris, and trash on every storm drain outfall that enters the Backwoods North Pond in the service areas identified in this request for bids.

• All the trimmings, clipping, cuttings, trash, debris, branches, tires, shopping carts, and any other waste material collected from the creek areas must be properly disposed at the City of Laredo Solid Waste facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a monthly log on the total amount of tree trimmings, grass trimmings, trash, tires

and other waste collected.

The monthly log shall be submitted with the monthly invoice to the Environmental Service Department.

A service cycle is defined by finishing all the work in (10) ten consecutive working days. These services will be required once a month.

Total: $2,250.00

Package Items

3.1
Service Requirements (5 cutting cycles/this will be a one time service only)

Quantity: 5 UOM: EA Price: $450.00 Total: $2,250.00

Response Total: $32,250.00

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 28.**

SUBJECT
Consideration to approve a Memorandum of Understanding between the Border Region Behavioral Health Center's Community Health Worker Substance Use Disorder (CARE) Program and the Laredo Fire Department to encourage networking, coordination, and referrals to help address the needs of individuals with a substance use disorder, their families and supportive allies while addressing behavioral health disparities in the program service area, increasing opportunities to reduce harms related to substance use, increasing retention in substance use and mental health disorders, and addressing individual's medical needs and assist those who desire change to build a foundation for their recovery. The term of the memorandum of understanding is from November 10, 2023, through August 30, 2024. There is no financial impact.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Border Region Behavioral Health Center Community Health Worker Substance Use Disorder (CARE) and the collaborating agency will provide person-centered, family-centered, and recovery-oriented care, being respectful of the individual consumer's needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received and/or The services that provide for children and adolescents are family-centered, youth-guided, and developmentally appropriate.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this MOU.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between: Community Health Worker Substance Use Disorder Program (CARE) and the City of Laredo Fire Department

The City of Laredo Fire Department is (PLEASE PLACE A BRIEF DESCRIPTION)

A. Purpose. The Purpose of the MOUs is to encourage networking, coordination and referrals to help address the needs of the individuals with a substance use disorder, their families and supportive allies while addressing behavioral health disparities in the program service area, increasing opportunities for individuals with a substance use disorder to reduce harms related to substance use; increase retention in substance use and mental health disorders; address individuals medical needs and assist individuals who desire change to build a foundation for their recovery.

B. Roles and Responsibilities.
Community Health Worker Substance Use Disorder (CARE) Program agrees to:

Responsibility/Action	**Responsibility/Action**
Helping individuals and families access health resources	Connecting clients to care
Facilitating communication and client empowerment in interactions with health care/social service systems	Eliminating barriers.
Helping health care and social service systems become culturally relevant and responsive to their service population	Advocating for systemic changes
Building trusting relationship with clients	Providing culturally appropriate health education and information
Giving informal counseling and guidance on health behaviors	Advocating for individual and community health needs
Helping individuals understanding their health condition and develop strategies to improve their health and well being	Provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals
Ensure support services are self-directed, participant drive and reflect goals in multiple life aspects	CHW SUD staff will acknowledge and individual's choice for their own pathway to wellness
CHW SUD staff will be supportive and explore options for eligible population	Provide individuals the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery, health and wellness
CHW SUD will work with eligible population to identify and connect with broad spectrum	CHW SUD staff will utilize community or social services agency linkages to ensure the

of community-based resources and support will assist in achieving their goals and rebuild their lives within the community	CHW provide warm hands-off when transferring or referring individuals to community resources.
CHW SUD will provide eligible population for program services the opioid overdose reversal kit and harm reduction health kits.	Provide appropriate referrals to AAMA, coordination of substance use disorder, co-occurring disorder and/or mental health treatment services and linkage.
Securing client's signature on a release to secure exchanges of information, when appropriate.	Participate in presentations and consider becoming part of the Opioid Border Coalition

City of Laredo Fire Department will offer the following services:

Responsibility/Action	**Responsibility/Action**
Will assist in maintaining the welfare of citizens by monitoring community health and safety issues and intervening on a social level	
Conduct collaborative outreach in places of high risk to ensure the safety of staff members.	
Provide appropriate referrals to Border Region CARE Program for coordination of substance use disorder, co-occurring disorder, mental health treatment services and linkage	
Support providers as they advocate for services to individuals with substance use disorders	

C. Reporting Requirements. Border Region Community Health Worker Substance Use Disorder (CARE) Program will be responsible in collecting and reporting the number of individuals serviced and types of services provided monthly to ABHU Director and in CMBHS to the extent required to maintain compliance with HHSC performance contract reporting requirements.

D. Training/competency requirements. Border Region Community Health Worker Substance Use Disorder (CARE) Program and the City of Laredo Fire Department will each be responsible in completing required trainings and competency based on agency's grant policies and procedures for the purpose of being compliance and staff being competent.

E. Orientation requirements. The City of Laredo Fire Department will be responsible for attending a general orientation with Border Region Behavioral Health Center Community Health Worker Substance Use Disorder (CARE) within 30 days of execution of this MOU.

F. Agreement to follow all agency policies and procedures. The collaborating agency will adhere to Border Region Behavioral Health Center Community Health Worker Substance Use Disorder (CARE) established policies and procedures while working with individuals with a substance use disorder.

G. Grievance Procedures. Individuals have the right to report a complaint to the Clients Rights Officer from Border Region Behavioral Health Center or contact the Texas Department of State Health Services Ombudsman.

H. Quality Standards. Border Region Behavioral Health Center Community Health Worker Substance Use Disorder (SUD) and the collaborating agency will provide quality standard of care with the shared common goals to improve efficiency, equity, timeliness and delivery of high quality care.

I. Timeframe. This MOU will be effective on November 10, 2023 through August 30, 2024.

J. **Confidentiality.** In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in this Agreement. Both parties will respect the confidentiality of individuals who participate in services. The parties will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended and particularly 45 CFR 164.506, as amended; privacy and security relations promulgated by the United States Department of Health and Human Services; Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 115-5, as amended; provisions regarding Confidentiality of Alcohol and Drug abuse Patient Records (codified at 42 R. Part 2), as amend; and TEX. HEALTH & SAFETY CODE ANN. 81.046, as amended, 181.001 et seq……, amended, 241-151 et seq., as amended ad 611.001 et seq. Information obtained while working with youth participants will remain confidential.

OR

Both parties agree to comply with all provisions regarding confidentiality that affect either party's funding streams to ensure that all client records related to services provided under this MOU, including legibility for services, enrollment and referral will be confidential, and will not be open to examination for any purposes not directly connected to the delivery of such services.

K. Person Centered Services. Border Region Behavioral Health Cener Community Health Worker Substance Use Disorder (CARE) and the collaborating agency will provide person-centered, family-centered, and recovery-oriented care, being respectful of the individual consumer's needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received and/or The services that provide for children and adolescents are family-centered, youth-guided, and developmentally appropriate.

Border Region Behavioral Health Center accepts full responsibility for the performance of the City of Laredo Fire Department

This Memorandum of Understanding is the complete agreement between **Border Region Behavioral Health Center CHW SUD Care Program** and the City of Laredo Fire Department may be amended only by written agreement signed by each of the parties involved.

Border Region Behavioral Health Center:

_____ _____

Approved by: *Printed Name* Date

City of Laredo Fire Department:

_____ _____

Approved by: *Printed Name* Date

City Council

Meeting Date: 5/20/2024 **Consent Agenda 29.**

SUBJECT
Consideration to approve Amendment #1 to the Psychological Services Agreement with Dr. Gina Dunckel, Psy.D., P.L.L.C., for an increase of $7,500.00 to provide peer support consultation services, including review of peer support protocols, peer team concerns regarding mental health questions or best practices for a peer support team, training, guidance during peer support team activities, and triage of fire department members regarding mental health crisis. This service is part of the Laredo Fire Department Health & Wellness Initiative for firefighters. Funding is available in the Capital Improvement Project Fund.

PREVIOUS COUNCIL ACTION
The agreement was initially presented to the City Council and approved on 12/4/2023.

BACKGROUND
The service fee is for 5 hours for a period of six months.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this amendment.

Fiscal Impact

Fiscal Year:	FY 23-24
Budgeted Y/N?:	Yes
Source of Funds:	CIP
Account #:	402-2410-523-5526; Project Code: FDEM01
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in Capital Improvement Fund.

Psychological Services Option and Proposal

Prepared For:

Laredo Fire Department

Dear Chief Rodriguez,

Thank you for opportunity to submit a proposal for Laredo Fire Department. This proposal will give you more background on my company, describe the service offering, and detail the pricing estimate.

I look forward to your feedback and will be available to answer any questions you have and clarify anything within this proposal.

Sincerely,

Dr. Gina Dunckel

Gina Dunckel, Psy.D., P.L.L.C.

About Gina Dunckel Psy.D., P.L.L.C.

The Team



Dr. Dunckel is a licensed psychologist in the state of Texas and is vetted through PSYPAC to practice telehealth psychology in over 38 states. She attended the Illinois School of Professional Psychology in Chicago where she received a Master's degree and Doctorate in Clinical Psychology after completing her internship at the Valley Coastal Bend VA. She has extensive experience treating post-traumatic stress disorder, anxiety, sleep disorder, pain management, critical incidents, and adjustment to life's changes (e.g. divorce, job change). In her private practice, she exclusively works with first responders and veterans. Currently, Dr. Dunckel is working with multiple fire departments to build strong preventative mental health programming and provide consultation to their peer support teams. Dr. Dunckel utilizes an integrative approach of cognitive behavioral and client-centered therapy to promote change. She has been trained in many cognitive-behavioral techniques including mindfulness and is certified in Eye Movement Desensitization and Reprocessing (EMDR). She also holds a certification in First Responder Counseling.

Services

After Action Session (AAS; somatic-sensory stabilization):

Symptoms that somatic-sensory stabilization works for members who are: suddenly panicked, dreading going to work, unwanted-disturbing thoughts or memories, inexplicably tense or wound up, avoiding memories/thoughts/feelings, feeling as if something awful is about to happen, irritable, isolated from those around them, struggling to sleep or concentrate, having difficulty experiencing happiness or joy.

A somatic-sensory stabilization intervention to help reduce the symptoms of Acute Stress by changing how vividly and emotionally charged an experience is stored in the brain. When the events are thought about in the future, they feel more like "just memories" without the previously associated distressing emotions and somatic symptoms.

A stabilization intervention is conducted within a **group** of up to 8 people without peer support present. The group can be larger if peer support is present during the group.

An individual stabilization intervention can also be conducted individually without peer support present.

An After Action Session is provided by a licensed mental health therapist that utilizes a stress stabilization technique that has been used in various crisis situations throughout the world and has extensive research.

AAS is not group therapy, stress management, or debriefing. There is no talking during the session, therefore, no verbal processing is done within the group and Dr. Dunckel is unaware of the content of each member's work. She is only aware of the member's level of distress in the moment. AAS is completely confidential. After each session members take their materials with them, are asked about suicidal and homicidal thoughts/plans/intent and whether follow-up with a provider or peer is needed. AAS is designed to reduce or eliminate disturbing emotions, images, thoughts and sensations rather than teaching coping skills.

Psychoeducation/ Presentations:

Psychoeducation/presentation topics and duration are created to meet the need of the fire department membership. Presentations are traditionally 60-120 minutes. Possible topics for members are: PTSD 101, mindfulness, self-care, therapy 101, psychological first aid, communication skills, sleep hygiene, substance abuse, marriage, coping skills. Possible topics for Peer Support: processing personal reactions, self-care as a peer support, handling strong emotions during a debrief. All sessions can be in person or via online platform.

General Consultation:

General Consulting regarding mental health questions, critical incident response and triage of fire department members regarding mental health.

Peer Support Consultation:

Peer Support Consultation regarding mental health questions or concerns, peer support trainings, guidance during peer support team activities, guidance critical incident response and triage of fire department members regarding mental health crisis.

Service Estimate

Title/Description	Cost	Unit	Qty	Subtotal
☐ **Psychoeducation and Presentation**	$500.00		0	$0.00

Psychoeducation and presentation programs are tailored to the request of the department and peer support team.

Psychological First Aid and PTSD 101: Review of Acute Traumatic Stress Disorder and Post Traumatic Stress Disorder, Critical Incident, and Natural Recovery from trauma. Physiological and psychological symptoms of prolonged exposure to stress and critical incidents are reviewed. During the presentation practical application of coping skills to combat stress, address basic sleep hygiene, psychological resources, and direct communication regarding suicide are discussed.

Location: Location decided by Laredo Fire Department or via an online video platform upon request and level of appropriateness based on topic.

Time: Each workshop is between 60-120 minutes or based on time allotted.

Group Size: Unlimited.

☐ **After Action Session**	$250.00		0	$0.00

After Action Session is a somatic-sensory stabilization protocol that is evidence based. Can be conducted in a group or individual setting.

Location: Location decided by Laredo Fire Department or via an online video platform.

Time: Each session is between 60-120 minutes.

Group Size: Up to 8 people unless a trained peer support member attends. Each peer support person that attends can add six additional members to the group.

☐ **Consultation by hour**	$250.00		0	$0.00

Dr. Dunckel will review department policies, work with administration or union to create mental health programming, provide support and guidance regarding mental health of membership and provide guidance during critical incidents.

☑ **Peer Support Consultation by hour**	$250.00		30	**$7,500.00**

Peer Support Consultation:

Dr. Dunckel will provide: review peer support protocols, peer team concerns regarding mental health questions or best practices for a peer support team, peer support trainings, guidance

during peer support team activities, guidance critical incident response and triage of fire department members regarding mental health crisis.

- 5 hours for 6 months

* Once team is built the hours can be reduced to 2 per month for Peer Support Team maintenance.*

If all are not used they can be rolled over to the next month or left unused depending on the department.

***If request for Dr. Dunckel to attend Peer Support Team Training additional fees may accrue this will be determined by the department. ***

☐ **Travel and Clinic Closure Fee**	$500.00	0	**$0.00**

Flat fee of $500 for travel up to 200 miles to and from the office of Gina Dunckel, PsyD. PLLC.

Beyond 200 miles, additional fees may apply.

☐ **Clinic Closure Fee**	$200.00	0	**$0.00**

Clinic closure fee of $200 per hour is based on hours Dr. Gina Dunckel PsyD, PLLC psychological clinic is closed to travel or to conduct requested services.

Total Services	**$7,500.00**

By signing and accepting this proposal the department agrees to all services and fees in this proposal.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 30.**

SUBJECT
Consideration to approve a Memorandum of Understanding between Remote Control Modelers of Laredo and the City of Laredo Fire Department to facilitate the use of the Laredo International Fire and Law Enforcement Training Center (Facility). The term of this agreement if for five consecutive years and may be renewed any time for subsequent five year terms as agreed upon in writing by both parties and may be cancelled by either institution with six months prior written notice. There is no financial impact.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
The purpose of this agreement is to establish framework for collaboration between both parties to ensure the safe and responsible operation of remote-control airplanes within the facility and city limits, while also respecting neighboring facilities.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this agreement.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	No financial impact
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

MEMORANDUM OF UNDERSTANDING

Between

REMOTE CONTROL MODELERS OF LAREDO

And

CITY OF LAREDO FIRE DEPARTMENT

PURPOSE:

This Memorandum of Understanding (referred to as the "MOU" or "Agreement") outlines the partnership between the Remote-Control Modelers of Laredo (RCML) and the City of Laredo, through which these entities will collaborate to facilitate the use of the Laredo International Fire and Law Enforcement Training Center (Facility). The purpose of this MOU is to establish a framework for collaboration between the Laredo Fire Department and the Remote-Control Modelers of Laredo to ensure the safe and responsible operation of remote-control airplanes within the facility and city limits, while also respecting neighboring facilities.

I. LFD Responsibilities

Facility Access and Amenities Provided by Laredo Fire Department:

Location and Access:

- The Laredo Fire Department (LFD) agrees to make available the Laredo International Fire and Law Enforcement Training Center (Facility), situated at 26911 Pinto Valle Dr., Laredo, Texas 78045, specifically the Emergency Vehicle Operations Course area, for the use of the RCML as outlined in this MOU.
- LFD will provide gate access and combination of lock to the Facility grounds for RCML during agreed-upon times and dates.

Restroom Facilities:

- LFD will ensure that the Facility's restroom facilities are accessible to members and participants of RCML during their activities at the Training Center, maintaining cleanliness and functionality.

II. RCML Responsibilities:

Access Limitations:

- Acknowledges that the access to the Facility may be denied if it is in use for training or any other city event. RCML agrees to cooperate and reschedule its activities accordingly in such instances.
- RCML members will secure gate and lock appropriately upon completion of each use.

Liability and Insurance:

- Agrees to maintain liability insurance to cover any potential damages that may occur during the use of facility by RCML. In the event of any accidents or damages, RCML will report them immediately to the appropriate authorities. Additionally, all users will comply with applicable laws and regulations while utilizing Facility.

Airspace Management:

- Agrees to operate remote-controlled airplanes safely and within the confines of the Facility property's airspace and /or in accordance with airspace regulations. If ground access to any neighboring property is required for any reason, members shall utilize the main entrance of the neighboring property and request permission to enter in accordance with local regulations and property owner's requirements.

III. Term

This MOU will go into effect when signed by the appropriate authorized representatives of both parties. The Effective Date will be the date that the last party signing this MOU, and it will continue for five (5) consecutive years after that date. It may be renewed at any time for subsequent five (5) year terms as agreed upon in writing by both parties and may be cancelled by either institution with six months prior written notice.

IV. Entire Agreement

This Agreement supersedes all prior agreements, written or oral, between LFD and RCML, and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof unless otherwise agreed upon in writing by LFD and RCML. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, or altered except in writing and signed by RCML and LFD.

V. Governing Law

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted, and applied in accordance with and governed by the laws of the State of Texas.

VI. Venue

The venue for any cause of action or lawsuit filed pursuant to the terms or subject matter of this Agreement will be Webb County, Texas.

VII. Waivers

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this agreement shall impair any such right of power or be construed to be a waiver thereof.

VIII. Notices

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail as follows:

To RCML**:** **Remote Control Modelers of Laredo**

Attn: Jaime Ramirez/ Jorge Cigarroa
Address: 1412 Rosewood Dr.
Laredo, Tx., 78041

To LFD: **Laredo Fire Department**
Attention: Guillermo Heard, Fire Chief
616 E. Del Mar
Laredo, Texas 78045

IX. Severability

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

X. Default and Termination

In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon (15) days' written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party. Notwithstanding the foregoing, RCML may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to LFD.

XI. Amendment

The parties to this Agreement understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues. An amendment to this Agreement is not effective until approved in writing by an authorized representative from both RCML and LFD and signed by both Parties.

IN WITNESS WHEREOF, the Radio Control Modelers of Laredo and the City of Laredo have executed this Agreement, in multiple originals, to be effective as of the date that the last party signed this Agreement.

RC MODELERS OF LAREDO	CITY OF LAREDO
By: _____	By: _____
Printed Name: Jaime Ramirez_____	Printed Name: Joseph Neeb
Title: _____	Title: City Manager
Date: _____	Date: _____
By: _____	By: _____
Printed Name: _Jorge Cigarroa_____	Printed Name: Chief Guillermo Heard
Title: _____	Title: Fire Chief
Date: _____	Date: _____
	ATTESTED
	By: _____
	Printed Name: Doanh T. Nguyen.
	Title: City Attorney
	Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
FNIC P.O. Box 45279 Omaha NE 68145	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Union Insurance Company	27960
INSURED Academy of Model Aeronautics, Inc. &/or Affiliated &/or Associated Chartered Clubs, Chapters & Members Thereof 5161 E. Memorial Drive Muncie IN 47302	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 182620130 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	G22011534018	3/31/2023	3/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Excess Liability	Y	Y	G22011546018	3/31/2023	3/31/2024	Limits per Occ General Aggregate	$1,500,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Laredo International Fire and Law Enforcement Training Center is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: 26911 Pinto Valle Rd. Club #2541 RC Modelers of Laredo

CERTIFICATE HOLDER

Laredo International Fire and Enforcement Training Center
26911 Pinto Valle Rd
Laredo TX 78041

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 31.**

SUBJECT
Consideration to reject the sole bid received through Cit-E-Bid for FY24-058 for the purchase of and installation of tinted glass, strobe lights, headache rack and tool boxes for the City of Laredo Fleet Department. The bid was evaluated and it was determined that the sole bidder could not provide a parts list of the items requested. The department will revise and clarify the specifications and solicit new bids. There is no financial impact.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
One bid was received through Cit-E-Bid for the purchase of and installation of tinted glass, strobe lights, headache rack and tool boxes for the City of Laredo Fleet Department. Upon evaluation of the bid, Royal Contractors could not provide a parts list of the items requested. Staff is recommending to reject the bid received and that new bids be solicited. The bid specifications will be revised and clarified.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this bid be rejected and new bids be solicited.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	N/A.
Source of Funds:	N/A.
Account #:	N/A.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
No Financial Impact.

Event Number	FY24-058	**Organization**	City of Laredo Purchasing
Event Title	FY24-058 Tinted Glass, Strobe Lights, Heada	**Workgroup**	City of Laredo Purchasing
Event Description		**Event Owner**	Patricia Perez
Event Type	RFB	**Email**	pperez@ci.laredo.tx.us
Issue Date	3/27/2024 11:00:03 AM (CT)	**Phone**	(956) 794-1737
Close Date	4/22/2024 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Royal Contractors, Inc.	Laredo	TX	4/22/2024 09:27:08 AM (CT)	16	$1,229.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

				Royal Contractors, Inc.	
				Total Price	$1,229.00
Line #	Description	QTY	UOM	Unit	Extended
1	Section I: Tint InstallationState of Texas Legal	1	EA	**$233.00**	$233.00
1.1	Installation Cost of Tint (Labor)	1	Labor Rate	**$165.00**	
1.2	Cost of Tint (Material)	1	Each	**$66.00**	
1.3	Installation will be completed within working days after receipt of order._____ (working days)	1	Working Da	**$1.00**	
1.4	Tint Warranty:_____months.	1	Months	**$1.00**	
2	Section II: Strobe Light Installation(LED surface mount White or Amber)	1	EA	**$332.00**	$332.00
2.1	Installation Cost of Strobe Lights (Labor)	1	Labor Rate	**$330.00**	
2.2	Percentage Discount on lights and installation parts.	1	Discount Ra	1.0%	
2.3	Installation will be completed within working days after receipt of order._____ (working days)	1	Working Da	**$1.00**	
2.4	Strobe Light Warranty:_____months.	1	Months	**$1.00**	
3	Section III: Vehicle Aluminum Tool Boxes(Ford, Dodge and Chevrolet series truck from tons, tons and 1 ton sizes)	1	EA	**$332.00**	$332.00
3.1	Installation Cost of Tool Box (Labor)	1	Labor Rate	**$330.00**	
3.2	Percentage Discount on tool box and installation parts.	1	Discount Ra	1.0%	
3.3	Installation will be completed within working days after receipt of order._____ (working days)	1	Working Da	**$1.00**	
3.4	Strobe Light Warranty:_____months.	1	Months	**$1.00**	
4	Section IV: Steel Headache racks(Ford, Dodge and Chevrolet series truck from tons, tons and 1 ton sizes)	1	EA	**$332.00**	$332.00

4.1	Installation Cost of Headache Rack (Labor)	1	Labor Rate	**$330.00**
4.2	Percentage Discount on headache rack and installation parts.	1	Discount Ra	1.0%
4.3	Installation will be completed within working days after receipt of order._____ (working days)	1	Working Da	**$1.00**
4.4	Strobe Light Warranty:_____months.	1	Months	**$1.00**

Line	Responding Supplier	Supplier Notes

Line #	Att #	Attribute Name	Attribute Note	Royal Contractors, Inc.
Header	1	Question 11. Conflict of Ir	Chapter 176 of the Local (	I have acknowledge
Header	2	Certificate of Interested P	In an effort to comply wit	I will comply with tl
Header	3	Questionnaire Descriptior	"The undersigned affirms	
Header	4	Name of Offeror (Busines		JUAN RODRIGUEZ
Header	5	State how long under has		3YR
Header	6	If applicable, list all other		NA
Header	7	State if the Company is a	The below information is	
Header	8	Questions Part 1	1) Is any litigation pendin	NO
Header	9	Questions Part 2	1) Is the Business in arrea	NO
Header	10	State if the Company is a		This company is not
Header	11	Conflict of Interest Disclo	A form disclosing potentia	
Header	12	Conflict of Intererst Quest	For vendor or other persc	
Header	13	Conflict of Interest Questi	If vendor acknowledges th	I attest there is no c
Header	14	Disclosure Form	For details on use of this f	
Header	15	This is a		New Submission
Header	16	Question 1. Name of pers	Please include First Name	JUAN RODRIGUEZ
Header	17	Question 2. Contract Infor	Please include the followi	FY24-058 (FY24-058
Header	18	Question 3. Name of indiv		ROYAL CONTRACTC
Header	19	Question 4. List any busin		Not Applicable
Header	20	Question 4. List any busin	If you selected Not Applic	
Header	21	Question 5. List any indivi		Not Applicable
Header	22	Question 5. List any indivi	If you selected Not Applic	
Header	23	Question 6. List any attor		Not Applicable
Header	24	Question 6. List any attor	If selected Not Applicable	
Header	25	Question 7. Disclosure of	List any campaign or offic	Not Applicable
Header	26	Question 7. Disclosure of	If you selected Not Applic	
Header	27	Updates on contributions	Information regarding cor	
Header	28	Question 8. Discloure of C	Are you aware of any fact	I am not aware of a
Header	29	8. Disclosure of Conflict o	If you selected I am aware	
Header	30	Question 9. Updates Requ	I understand that this forr	I have read and und
Header	31	Question 10. No Contract	I understand that a perso	I have read and und
Header	32	Question 11. Conflict of Ir	Chapter 176 of the Local (	I have acknowledge
Header	33	Question 11. Oath	Please complete in this se	ROYAL CONTRACTC
Header	34	Question 12. Oath	I swear or affirm that the	I swear or affirm int
Header	35	Company Information Qu		I have completed th
Header	36	Conflict of Interest Questi		I have completed th
Header	37	Non-Collusive Affidavit		I have completed a

Header	38	Discretionary Contracts D		I have completed th
Header	39	Certificate of Interested P	In an effort to comply wit	I will comply with th
Header	40	Insurance Terms and Con	INSURANCE REQUIREMEN	I agree my insuranc
Header	41	Ordinace 2018-O-175	The City of Laredo has est	
Header	42	Terms and Conditions for	TERMS AND CONDITIONS	I Agree to the Term
Header	43	Business Hours	Business hours are from _	Vendor has acknow

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Royal Contractors, Inc.	Juan Rodriguez	carlos@816royal.com	

FY24-058
Royal Contractors, Inc.
Supplier Response

Event Information

Number: FY24-058
Title: FY24-058 Tinted Glass, Strobe Lights, Headache Rack, & Tool Box Installation Services – Fleet Department
Type: Request For Bid
Issue Date: 3/27/2024
Deadline: 4/22/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Royal Contractors, Inc. Information

Contact: Juan C Rodriguez
Address: 3712 Josefina Dr
Laredo, TX 78041
Phone: (956) 771-7079
Email: carlos@816royal.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Juan Rodriguez
Signature

carlos@816royal.com
Email

Submitted at 4/22/2024 09:27:08 AM (CT)

Response Attachments

A- COI.pdf

COI

IP.pdf

IP

AFFIDAVIT.pdf

AFFIDAVIT

Bid Attributes

1	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised

2 Certificate of Interested Parties (Fo 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

3	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
4	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** JUAN RODRIGUEZ
5	**State how long under has the business been in its present business name** 3YR
6	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
7	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
8	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO
9	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
10	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

11 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

12 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

13 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

New Submission

16 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

JUAN RODRIGUEZ

17 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

FY24-058 (FY24-058 Tinted Glass, Strobe Lights, Headache Rack, & Tool Box Installation Services – Fleet Department)

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

ROYAL CONTRACTORS, INC.

19 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

21 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

32	**Question 11. Conflict of Interest Qu ionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date ROYAL CONTRACTORS, INC. JUAN RODRIGUEZ PROJECT MANAGER 04/22/24
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **Certificate of Interested Parties (Fo 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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Certificate of Interested Parties (Form 1295):

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HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

41 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary for each section.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions

shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

43	**Business Hours** Business hours are from _____A.M. to_____P.M, _____days per week. **(Documentation Shall be uploaded onto Cit-E-Bid)** ☑ Vendor has acknowledged questions and answers.

Bid Lines

1 Package Header

Section I: Tint Installation
State of Texas Legal tinted windows for small & medium light duty vehicles and medium size trucks. (Quote must be submitted to Department requesting service. Once quote is reviewed authorization will be given to proceed.) **Refer to Attachment A.**

Quantity: 1 UOM: EA Total: $233.00
Item Notes:

Package Items

1.1 Installation Cost of Tint (Labor)
Quantity: 1 UOM: Labor Rate Price: $165.00 Total: $165.00

1.2 Cost of Tint (Material)
Quantity: 1 UOM: Each Price: $66.00 Total: $66.00

1.3 Installation will be completed within working days after receipt of order._____ (working days)
Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

1.4 Tint Warranty:_____months.
Quantity: 1 UOM: Months Price: $1.00 Total: $1.00

2 Package Header

Section II: Strobe Light Installation
(LED surface mount White or Amber)

Quantity: 1 UOM: EA Total: $332.00
Item Notes:

Package Items

2.1 Installation Cost of Strobe Lights (Labor)
Quantity: 1 UOM: Labor Rate Price: $330.00 Total: $330.00

2.2 Percentage Discount on lights and installation parts.
Quantity: 1 UOM: Discount Rate Total: 1%

2.3 Installation will be completed within working days after receipt of order._____ (working days)
Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

2.4 Strobe Light Warranty:_____ _months.

Quantity: 1 UOM: Months Price: $1.00 Total: $1.00

3 Package Header

Section III: Vehicle Aluminum Tool Boxes
(Ford, Dodge and Chevrolet series truck from ½ tons, ¾ tons and 1 ton sizes)

Quantity: 1 UOM: EA Total: $332.00

Item Notes:

Package Items

3.1 Installation Cost of Tool Box (Labor)

Quantity: 1 UOM: Labor Rate Price: $330.00 Total: $330.00

3.2 Percentage Discount on tool box and installation parts.

Quantity: 1 UOM: Discount Rate Total: 1%

3.3 Installation will be completed within working days after receipt of order._____ (working days)

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

3.4 Strobe Light Warranty:_____months.

Quantity: 1 UOM: Months Price: $1.00 Total: $1.00

4 Package Header

Section IV: Steel Headache racks
(Ford, Dodge and Chevrolet series truck from ½ tons, ¾ tons and 1 ton sizes)

Quantity: 1 UOM: EA Total: $332.00

Item Notes:

Package Items

4.1 Installation Cost of Headache Rack (Labor)

Quantity: 1 UOM: Labor Rate Price: $330.00 Total: $330.00

4.2 Percentage Discount on headache rack and installation parts.

Quantity: 1 UOM: Discount Rate Total: 1%

4.3 Installation will be completed within working days after receipt of order._____ (working days)

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

4.4 Strobe Light Warranty:_____months.

Quantity: 1 UOM: Months Price: $1.00 Total: $1.00

Response Total: $1,229.00

CONFLICT OF
For vendor or other

This questionnaire refl
Regular Session.

This questionnaire is beir
by a person who has a

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Resolution 32.**

SUBJECT
Authorizing the City Manager to accept and enter into a continuation contract from the Department of Health and Human Services, Autism and Other Developmental Disabilities, Surveillance, Research, and Prevention Grant in the additional amount of $150,000.00 with no match for the City of Laredo Public Health Department for a total award of $600,000.00 for the term period from January 01, 2024 through December 31, 2024. Funding is available in the Autism Spectrum Disorder Component 2 Grant - Public Health Department Fund.

PREVIOUS COUNCIL ACTION
On February 05, 2024, council approved resolution 2024-R-053.

BACKGROUND
The City of Laredo Health Department will be conducting surveillance activities, technical consultation, and share data collection on individuals with autism spectrum disorder and other developmental disabilities. The Autism and Developmental Disabilities Monitoring Network is a program funded by Centers for Disease Control and Prevention to collect data to better understand the number of characteristics of individuals with developmental disabilities living in the United States.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Autism Spectrum Disorder Component 2 Grant
Account #:	226-6117
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in revenue account 226-0000-321-6320 and the expenditure division is 226-6117 with project number HEAS04.

2024-R-174

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, AUTISM AND OTHER DEVELOPMENTAL DISABILITIES, SURVEILLANCE, RESEARCH, AND PREVENTION GRANT IN THE ADDITIONAL AMOUNT OF $150,000.00 WITH NOT MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A TOTAL AWARD OF $600,000.00 FOR THE TERM PERIOD FROM JANUARY 01, 2024 THROUGH DECEMBER 31, 2024. FUNDING IS AVAILABLE IN THE AUTISM SPECTRUM DISORDER COMPONENT 2 GRANT – PUBLIC HEALTH DEPARTMENT FUND.

WHEREAS, The City of Laredo Health Department will be conducting surveillance activities, technical consultation, and share data collection on individuals with autism spectrum disorder and other developmental disabilities. The Autism and Developmental Disabilities Monitoring Network is a program funded by Centers for Disease Control and Prevention to collect data to better understand the number of characteristics of individuals with developmental disabilities living in the United States.

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

Section 1: The City Manager is hereby authorized to enter into a continuation contract from the Department of Health and Human Services, Autism and Other Developmental Disabilities, Surveillance, Research, and Prevention Grant in the additional amount of $150,000.00 with no match for the City of Laredo Public Health Department for a total award of $600,000.00 for the term period from January 01, 2024 through December 31, 2024. Funding is available in the Autism Spectrum Disorder Component 2 Grant – Public Health Department fund.

Section 2: The revenue account is 226-0000-321-6320 and the expenditure division is 226-6117 with project number HEAS04.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NUR3DD000115-02-01
FAIN# NUR3DD000115
Federal Award Date: 04/21/2024

Recipient Information

1. Recipient Name
CITY OF LAREDO
1110 Houston St
Laredo, TX 78040-8019

2. Congressional District of Recipient
28

3. Payment System Identifier (ID)
1746001573A1

4. Employer Identification Number (EIN)
746001573

5. Data Universal Numbering System (DUNS)
618150460

6. Recipient's Unique Entity Identifier (UEI)
HWX7C56NNUV1

7. Project Director or Principal Investigator
Ms. Erika Martinez
Assistant Director
emartinez8@ci.laredo.tx.us
956-795-4922

8. Authorized Official
Mr. Joe Neeb
jneeb@ci.laredo.tx.us
956-791-7398

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Dixene Hall
Grants Management Specialist
qsg7@cdc.gov
404-498-4304

10.Program Official Contact Information
Ms. Anita Washington
Public Health Advisor
czo9@cdc.gov
770-488-4104

Federal Award Information

11. Award Number
6 NUR3DD000115-02-01

12. Unique Federal Award Identification Number (FAIN)
NUR3DD000115

13. Statutory Authority
42 USC 241 31 USC 6305 42 CFR 52

14. Federal Award Project Title
Enhancing Public Health Surveillance of Autism Spectrum Disorder through the Autism and Developmental Disabilities Monitoring (ADDM) Network

15. Assistance Listing Number
93.998

16. Assistance Listing Program Title
Autism and Other Developmental Disabilities, Surveillance, Research, and Prevention

17. Award Action Type
Supplement

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2024 **- End Date** 12/31/2024	
20.	**Total Amount of Federal Funds Obligated by this Action**	$150,000.00
	20a. Direct Cost Amount	$136,444.00
	20b. Indirect Cost Amount	$13,556.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$450,000.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$600,000.00
26.	**Period of Performance Start Date** 04/01/2023 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$1,200,000.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Merlin Williams

30. Remarks

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NUR3DD000115-02-01
FAIN# NUR3DD000115
Federal Award Date: 04/21/2024

Recipient Information

Recipient Name
CITY OF LAREDO
1110 Houston St
Laredo, TX 78040-8019

Congressional District of Recipient
28

Payment Account Number and Type
1746001573A1

Employer Identification Number (EIN) Data
746001573

Universal Numbering System (DUNS)
618150460

Recipient's Unique Entity Identifier (UEI)
HWX7C56NNUV1

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$318,901.00
b. Fringe Benefits	$135,052.00
c. Total Personnel Costs	$453,953.00
d. Equipment	$0.00
e. Supplies	$21,120.00
f. Travel	$14,120.00
g. Construction	$0.00
h. Other	$58,510.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$547,703.00
k. INDIRECT COSTS	$52,297.00
l. TOTAL APPROVED BUDGET	$600,000.00
m. Federal Share	$600,000.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-939ZRDY	23NUR3DD000115	DD	410Q	93.998	$0.00	75-23-0958
4-939ZRDY	23NUR3DD000115	DD	410Q	93.998	$150,000.00	75-24-0958

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

City Council

Meeting Date: 5/20/2024 **Resolution 33.**

SUBJECT
Authorizing the City Manager to renew a memorandum of understanding between the City of Laredo Police Department and the Laredo Job Corps Center. The police department's participation is part of the community services provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

PREVIOUS COUNCIL ACTION
City Council approved Resolution #2023-R-119 on June 5, 2023.

BACKGROUND
The Laredo Job Corps Center is a federally funded program under the U.S. Department of Labor and is under concurrent federal and state jurisdiction in respect to the enforcement of criminal law, which has been established under Job Corps Policy Requirements Handbook Chapter 10 (Facilities) Security and Related Subjects.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial Impact.

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION #2024-R-156
05/20/2024	**AUTHORIZING THE CITY MANAGER TO RENEW A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT AND THE LAREDO JOB CORPS CENTER. THE POLICE DEPARTMENT'S PARTICIPATION IS PART OF THE COMMUNITY SERVICES PROVIDED TO OUR CITIZENS AND OUR PARTNER LAW ENFORCEMENT AGENCIES WITH NO COST TO THE CITY OF LAREDO.**

INITIATED BY:	STAFF SOURCE:
Joseph Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved Resolution #2023-R-119 on June 5, 2023.

BACKGROUND:

The Laredo Job Corps Center is a federally funded program under the U.S. Department of Labor and is under concurrent federal and state jurisdiction in respect to the enforcement of criminal law, which has been established under Job Corps Policy Requirements Handbook Chapter 10 (Facilities) Security and Related Subjects.

FINANCIAL IMPACT:
N/A

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-156

AUTHORIZING THE CITY MANAGER TO RENEW A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT AND THE LAREDO JOB CORPS CENTER. THE POLICE DEPARTMENT'S PARTICIPATION IS PART OF THE COMMUNITY SERVICES PROVIDED TO OUR CITIZENS AND OUR PARTNER LAW ENFORCEMENT AGENCIES WITH NO COST TO THE CITY OF LAREDO.

Whereas, the Laredo Job Corps Center provides security on property; and

Whereas, the Laredo Job Corps Center has adopted a Zero Tolerance for Violence and Drugs Policy; and

Whereas, the Chief of Police recommends the approval of this memorandum of agreement.

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

SECTION 1: Authorizing the City Manager to renew a memorandum of understanding between the City of Laredo Police Department and the Laredo Job Corps Center. The police department's participation is part of the community services provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

LAREDO JOB CORPS CENTER

P. O. BOX 1819 – 1701 ISLAND ST. – LAREDO, TX 78044-1819 – (956) 727-5147 – FAX (956) 727-1937

MEMORANDUM OF UNDERSTANDING
AGREEMENT
BETWEEN
THE LAREDO POLICE DEPARTMENT
AND
THE LAREDO JOB CORPS CENTER
RELATING TO CAMPUS LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered on the 1st day of June, 2024, by and between the Laredo Police Department and the Laredo Job Corps Center witnessed that:

WHEREAS, the parties have determined that as entities which have certain responsibilities for the safety of the staff, students and visitors of the campus, and the citizens of Webb County, and that the common good would be served by an Agreement the parties outlining responsibilities with respect to the buildings and grounds located at the Laredo Job Corps Center.

NOW, THEREFORE, the parties agree as follows:

I. PARTIES

The parties to this Agreement are the Laredo Police Department and the Laredo Job Corps Center.

II. PURPOSE

The Laredo Police Department and the Laredo Job Corps Center have certain responsibilities for the safety of staff, students and visitors of the Laredo Job Corps Center. They recognize that cooperative and effective interaction is imperative to the successful accomplishment of their collaborative mission. This Agreement serves as an operational framework for their ongoing and cooperative public safety efforts.

III. THE CAMPUS

The campus is generally defined as property owned, leased, or used by the Laredo Job Corps Center in furtherance of its educational purpose located on 1701 Laredo Street, Laredo, Texas 78041.

IV. THE LAREDO POLICE DEPARTMENT RESPONSIBILITIES

The Laredo Police Department agrees to:

1. Respond to call for service in both emergency and non-emergency situations including situations of missing minors as stated in the National Child Search Assistance Act of 1990. This Act requires each Federal, State, and Local law enforcement agency to enter each case of a missing child under the age of 18 into the National Crime Information Center (NCIC). The Federal Bureau of

Investigation's NCIC telephone contact numbers is (304) 625-2000.
The requirements of Act, as stated in the Congressional Record dated 11/02/1990,

indicate that "each state reporting under the provisions of this Act shall:

Ensure that no law enforcement agency within the state establishes or maintains any policy that requires the observance of any waiting period before accepting missing child or unidentified person report."

2. Investigate all crimes reported to have occurred on the Center or crime against government property.
3. Take custody of weapons or illegal substances that are confiscated by center Safety personnel.
4. Provide training to Center Staff in regards to public safety and gang recognition to include, the wearing of gang clothing, colors; using signs or handshakes associated with known gangs identified by law enforcement; using gang names or displaying gang symbols or slogans.
5. Provide training to center staff and students in regards to the active shooter emergency plan created by the center with the support of law enforcement.
6. Participate and observe center practice drills to ensure the effectiveness of the active shooter center plan.
7. Upon discovery of an active shooter situation, as soon as it is safe to do so, law enforcement (911) will be called and advised there is an Active Shooter event in progress. Safety and Security Officers and/or the person in charge must be prepared to meet and guide law enforcement officers if possible. The goal of law enforcement is to locate, isolate, and neutralize the shooter as quickly as possible to prevent additional deaths or injuries.
8. Continue to follow COVID19 regulations and abide by all CDC and center requirements.

V. LAREDO JOB CORPS CENTER RESPONSIBILITIES

Laredo Job Corps Center agrees to:

1. Provide full cooperation with request for information made by authorized representatives of the Laredo Police Department when not prohibited by law.
2. Provide proactive security services to the Laredo Job Corps Center buildings and surrounding grounds to deter criminal activity. All suspicious acts will be referred to the proper authority.
3. Provide access to all facilities on the Laredo Job Corps Center for the Laredo Police Department when requested to deter and at a time does not interfere with student education and training.
4. Provide floor plans of all the buildings on the Laredo Job Corps Center campus.
5. Search and Seizure: Laredo Job Corps Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary, local law enforcement authorities must be contacted and requested to perform the search. Searches for evidence of crime may be conducted for evidence in

criminal prosecution. These must always be done by a law enforcement officer with a search warrant, except when delay would endanger the physical well-being of the students.

6. Disposal of Unauthorized Good
   Laredo Job Corps Center shall dispose of unauthorized good; i.e., prohibited items/drugs/drug paraphernalia, as follows:
   Once a prohibited item, drugs, drug paraphernalia is seized, Safety personnel will notify the Laredo Police Department within the hour of confiscation. The seized item(s) will be released to the Laredo Police Department in the form of a receipt. This receipt will include time, date and Laredo Police Officer taking custody of seized item(s).

7. Unauthorized Absences
   If the investigation fails to identify the missing minor or adult student's location, the Laredo Job Corps Center shall contact the Laredo Police Department and adhere to their guidelines for reporting of missing persons.

8. Sexual Assaults
   All sexual assaults will be reported to law enforcement authorities as required by state and local laws, and to Job Corps administration as significant incidents.

SPECIAL EVENTS

From time to time large events are planned on the Laredo Job Corps Center campus to include visits from Elected Officials and other dignitaries that may have an impact on greater Laredo Community. The Laredo Job Corps Center will provide timely communication and information in advance of planned events to ensure that the event is appropriately staffed and public safety is ensured. The Laredo Job Corps Center Safety & Security Department Manager or Center Director will contact the Laredo Police Department as early as practical to initiate the planning process.

1. CALL FOR SERVICE

   The Laredo Police Department shall be summoned for assistance by calling (956) 795-2800 for non-emergency calls.

   Requests directed to the Laredo Job Corps Center shall be directed to the Safety & Security Department Manager at (956) 236-7104 or the Center Director's office at (956) 727-5147 ext. 164-1716.

2. SEVERABILITY

   If any provisions of this Agreement shall be deemed invalid by count of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

3. ANNUAL REVIEW

This Agreement shall be reviewed annually by the involved parties during the month of August. Changes may be made at time by mutual Agreement of the Laredo Job Corps Center and the Laredo Police Department designee.

4. TERMS OF AGREEMENT

This Agreement remains in effect indefinitely upon execution by both parties. Either party may terminate this Agreement upon 30 day written notice to other.

5. DUPLICATE ORIGINALS

This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

IN WITNESS WHEREOF, the parties have set their hand sand date heretofore set forth.

_____
Rafael Marzan, Center Director
Laredo Job Corps Center

_____
City of Laredo Police Department
Miguel A. Rodriguez Jr
Chief of Police

_____
City of Laredo
Joseph Neeb
City Manager

ATTESTED:

_____
Jose A. Valdez, Jr.
City Secretary

Approved as to Form:
Doanh "Zone" T. Nguyen
City Attorney

_____
Joaquin A. Rodriguez
First Assistant City Attorney

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Resolution 34.**

SUBJECT
Authorizing the City Manager to accept a grant in the amount of $29,999.96 from the Texas Department of Transportation for the enforcement of speed violations during the “Be Safe. Drive Smart. - Drive a Safe Speed” Operation Slowdown Campaign. The grant period for FY2024 Operation Slowdown will begin July 16, 2024 through August 07, 2024. This grant funding is to pay overtime salaries for officers to conduct intense speed limit enforcement in efforts to decrease traffic fatalities involving speed. The City of Laredo will be responsible for a required match of $9,299.99, available in the total project funds from General Fund, for a total amount of $39,299.95. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
Resolution 2024-R-144 to submit grant application was approved by Council on May 06, 2024.

BACKGROUND
The Texas Department of Transportation has made a grant entitled Operation Slowdown available to the Laredo Police Department. These grant funds will intensify
enforcement through overtime that places primary emphasis on speed limits during the annual “Be Safe. Drive Safe. - Drive a Safe Speed” Campaign. The objective of this collaborative project is to remind motorists that speeding increases the risk of death and serious injury in a collision in efforts to decrease fatalities involving speed.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2316-524-9900
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The Texas Department of Transportation Operation Slowdown grant will be in the amount of $29,999.96 with a required match of $9,299.99 for a total project amount of $39,299.95.

Funding is available in the Special Police Fund 229-2316.

From: blanca.trevinocastro@txdot.gov <blanca.trevinocastro@txdot.gov>
Sent: Thursday, May 2, 2024 12:16 PM
To: Adriana Rodriguez Delgado <adelgado1@ci.laredo.tx.us>; Laura L. Ortiz <lortiz2@ci.laredo.tx.us>; Javier Fernandez <jfernandez@ci.laredo.tx.us>; Celina Arrambide <carrambide@ci.laredo.tx.us>; Erick Garza <egarza6@ci.laredo.tx.us>; Yolanda M. Rodriguez <yrodriguez@ci.laredo.tx.us>
Cc: blanca.trevinocastro@txdot.gov
Subject: Traffic Safety Project 2024-LaredoPD-OpSlow-00026 Approved

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Congratulations, your Traffic Safety Project 2024-LaredoPD-OpSlow-00026 has been approved.

The TxDOT Compliance Division has started a monitoring program of other entities' internal ethics and compliance programs as outlined in Texas Administrative Code (TAC) 10.51. This monitoring program includes Traffic Safety Program Subgrantees based on the requirements outlined in Texas Administrative Code 25.906 subparagraph B. Traffic Safety Subgrantees are obligated to comply with 43 TAC 25.906 which necessitates adopting and enforcing an internal ethics and compliance program that satisfies the requirements of 43 TAC 10.51.

If you have not had your ICP approved by TxDOT, as part of processing your STEP Mobilization grant, please complete the ICP Certification Form ((https://www.txdot.gov/apps/eGrants/eGrantsHelp/Instructions/ICPCertificationForm2433.pdf)) to certify your agency's compliance. Completed forms should be emailed to your TxDOT Project Manager, who will upload the form to your Organization page in eGrants.

* TxDOT Traffic Safety eGrants allows s to electronically/digitally sign your grant agreement.
* You must read the relevant instructions linked below for full details of either process.
* If your agency or organization is no longer interested in receiving grant funding, and you would like to have your proposal withdrawn, contact your TxDOT Project Manager.

You must read and follow the "Mobilization Instructions" instructions on the eGrantsHelp webpage for detailed steps and explanations on how to digitally sign your grant agreements in eGrants with Electronic Signatures and follow the award process:
https://www.txdot.gov/apps/eGrants/eGrantsHelp/Instructions/MobilizationInstructions.pdf

Also, please be mindful that the grant becomes effective on Jul 16, 2024, or on the date of final signature by both parties, whichever is later. No costs can be incurred prior to the effective date of the grant.

For questions regarding this notice, contact your TxDOT Project Manager. If you have technical questions, contact your TxDOT Project Manager, or eGrantsHelp at: eGrantsHelp@txdot.gov

A Texas Department of Transportation message



RESOLUTION 2024-R-170

AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $29,999.96 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE ENFORCEMENT OF SPEED VIOLATIONS DURING THE "BE SAFE. DRIVE SMART. - DRIVE A SAFE SPEED" OPERATION SLOWDOWN CAMPAIGN. THE GRANT PERIOD FOR FY2024 OPERATION SLOWDOWN WILL BEGIN JULY 16, 2024 THROUGH AUGUST 07, 2024. THIS GRANT FUNDING IS TO PAY OVERTIME SALARIES FOR OFFICERS TO CONDUCT INTENSE SPEED LIMIT ENFORCEMENT IN EFFORTS TO DECREASE TRAFFIC FATALITIES INVOLVING SPEED. THE CITY OF LAREDO WILL BE RESPONSIBLE FOR A REQUIRED MATCH OF $9,299.99, AVAILABLE IN THE TOTAL PROJECT FUNDS FROM GENERAL FUND, FOR A TOTAL AMOUNT OF $39,299.95. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, there is available to the City of Laredo a grant entitled Operation Slowdown from the Texas Department of Transportation for a program which would pay for overtime salaries and fringe benefits for off duty police officers for the enforcement of speed limit; and

Whereas, the City Council finds that such application should be made and will be beneficial to the City of Laredo; and

Whereas, in order to ensure compliance and funding eligibility of said grant the Laredo Police Department is required to implement and fully comply with the requirements of our internal ethics and compliance program required by Title VI Texas Administrative Code Section 10.51 prior to award and/or disbursement of grant funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing the City Manager to accept a grant in the amount of $29,999.96 from the Texas Department of Transportation for the enforcement of speed violations during the "Be Safe. Drive Smart. - Drive a Safe Speed" Operation Slowdown Campaign. The grant period for FY2024 Operation Slowdown will begin July 16, 2024 through August 07, 2024. This grant funding is to pay overtime salaries for officers to conduct intense speed limit enforcement in efforts to decrease traffic fatalities involving speed. The city will be responsible for a required match of $9,299.99 of total project funds from the General Fund.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Resolution 35.**

SUBJECT
Authorizing the City Manager to ratify the acceptance of a grant in the amount of $24,999.75 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the "Click It or Ticket" (CIOT) Campaign. The grant period for FY2024 CIOT will begin May 17, 2024 through June 05, 2024. This grant funding is to pay overtime salaries for officers to conduct intense occupant protection enforcement in order to increase occupant restraint use in all passenger vehicles and trucks. The City of Laredo is responsible for a required match of $7,749.92, available in the project funds from General Fund, for a total project amount of $32,749.67. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
Resolution 2024-R-143 to submit grant application was approved by Council on May 06, 2024.

BACKGROUND
The Texas Department of Transportation has made a grant entitled Operation Slowdown available to the Laredo Police Department. These grant funds will intensify enforcement through overtime that places primary emphasis on speed limits during the annual “Be Safe. Drive Safe. - Drive a Safe Speed” Campaign. The objective of this collaborative project is to remind motorists that speeding increases the risk of death and serious injury in a collision in efforts to decrease fatalities involving speed.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2316
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The Texas Department of Transportation FY2024 CIOT grant will be in the

amount of $24,999.75 with a required match of $7,749.92 for a total project amount of $32,749.67.

Funding is available in the Special Police Fund 229-2316.

From: blanca.trevinocastro@txdot.gov <blanca.trevinocastro@txdot.gov>
Sent: Thursday, May 2, 2024 5:28 PM
To: Adriana Rodriguez Delgado <adelgado1@ci.laredo.tx.us>; Laura L. Ortiz <lortiz2@ci.laredo.tx.us>; Javier Fernandez <jfernandez@ci.laredo.tx.us>; Celina Arrambide <carrambide@ci.laredo.tx.us>; Erick Garza <egarza6@ci.laredo.tx.us>; Yolanda M. Rodriguez <yrodriguez@ci.laredo.tx.us>
Cc: blanca.trevinocastro@txdot.gov
Subject: Traffic Safety Project 2024-LaredoPD-CIOT-00027 Approved

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Congratulations, your Traffic Safety Project 2024-LaredoPD-CIOT-00027 has been approved.

The TxDOT Compliance Division has started a monitoring program of other entities' internal ethics and compliance programs as outlined in Texas Administrative Code (TAC) 10.51. This monitoring program includes Traffic Safety Program Subgrantees based on the requirements outlined in Texas Administrative Code 25.906 subparagraph B. Traffic Safety Subgrantees are obligated to comply with 43 TAC 25.906 which necessitates adopting and enforcing an internal ethics and compliance program that satisfies the requirements of 43 TAC 10.51.

If you have not had your ICP approved by TxDOT, as part of processing your STEP Mobilization grant, please complete the ICP Certification Form ((https://www.txdot.gov/apps/eGrants/eGrantsHelp/Instructions/ICPCertificationForm2433.pdf)) to certify your agency's compliance. Completed forms should be emailed to your TxDOT Project Manager, who will upload the form to your Organization page in eGrants.

* TxDOT Traffic Safety eGrants allows s to electronically/digitally sign your grant agreement.
* You must read the relevant instructions linked below for full details of either process.
* If your agency or organization is no longer interested in receiving grant funding, and you would like to have your proposal withdrawn, contact your TxDOT Project Manager.

You must read and follow the "Mobilization Instructions" instructions on the eGrantsHelp webpage for detailed steps and explanations on how to digitally sign your grant agreements in eGrants with Electronic Signatures and follow the award process:
https://www.txdot.gov/apps/eGrants/eGrantsHelp/Instructions/MobilizationInstructions.pdf

Also, please be mindful that the grant becomes effective on May 17, 2024, or on the date of final signature by both parties, whichever is later. No costs can be incurred prior to the effective date of the grant.

For questions regarding this notice, contact your TxDOT Project Manager. If you have technical questions, contact your TxDOT Project Manager, or eGrantsHelp at: eGrantsHelp@txdot.gov

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A Texas Department of Transportation message



RESOLUTION 2024-R-171

AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $24,999.75 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE ENFORCEMENT OF VEHICLE OCCUPANT PROTECTION DURING THE "CLICK IT OR TICKET" (CIOT) CAMPAIGN. THE GRANT PERIOD FOR FY2024 TXDOT CIOT WILL BEGIN MAY 17, 2024 THROUGH JUNE 05, 2024. THIS GRANT FUNDING IS TO PAY OVERTIME SALARIES FOR OFFICERS TO CONDUCT INTENSE OCCUPANT PROTECTION ENFORCEMENT IN ORDER TO INCREASE OCCUPANT RESTRAINT USE IN ALL PASSENGER VEHICLES AND TRUCKS. THE CITY OF LAREDO IS RESPONSIBLE FOR A REQUIRED MATCH OF $7,749.92, AVAILABLE IN THE PROJECT FUNDS FROM GENERAL FUND, FOR A TOTAL AMOUNT OF $32,749.67. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, there is available to the City of Laredo a grant entitled "Click It or Ticket" from the Texas Department of Transportation for a program which would pay for overtime salaries and fringe benefits for off duty police officers for the enforcement of the seat belt law; and

Whereas, the City Council finds that such application should be made and will be beneficial to the City of Laredo; and

Whereas, in order to ensure compliance and funding eligibility of said grant the Laredo Police Department is required to implement and fully comply with the requirements of our internal ethics and compliance program required by Title VI Texas Administrative Code Section 10.51 prior to award and/or disbursement of grant funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing the City Manager to ratify the acceptance of a grant in the amount of $24,999.75 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the "Click It or Ticket" (CIOT) Campaign. The grant period for FY2024 CIOT will begin May 17, 2024 through June 05, 2024. This grant funding is to pay overtime salaries for officers to conduct intense occupant protection enforcement in order to increase occupant restraint use in all passenger vehicles and trucks. The city will be responsible for a required match of $7,749.92 of total project funds from the General Fund.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 5/20/2024 **Resolution 36.**

SUBJECT
Authorizing the City Manager to enter into and execute a memorandum of understanding between the City of Laredo Police (LPD) and the Border Region Behavioral Health Center, Community Health Worker Substance Use Disorder Program (CARE) for the purpose of networking, coordinating, and referring individuals with substance use disorders. The Police Department's participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Border Region Behavioral Health Center is a non-profit, tax-exempt contract agency of the State of Texas that is governed by a nine-member board of trustees appointed by the county commissioners' courts of Webb, Zapata, Jim Hogg, and Starr Counties.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial impact.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2024-R-175
05/20/2024	**AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND THE BORDER REGION BEHAVIORAL HEALTH CENTER, COMMUNITY HEALTH WORKER SUBSTANCE USE DISORDER PROGRAM (CARE) FOR THE PURPOSE OF NETWORKING, COORDINATING AND REFERRING INDIVIDUALS WITH SUBSTANCE USE DISORDERS. THE POLICE DEPARTMENT'S PARTICIPATION IS PART OF THE COMMUNITY SERVICE PROVIDED TO OUR CITIZENS AND OUR PARTNER LAW ENFORCEMENT AGENCIES WITH NO COST TO THE CITY OF LAREDO.**

INITIATED BY:	STAFF SOURCE:
Joseph Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

Border Region Behavioral Health Center is a non-profit, tax-exempt contract agency of the State of Texas that is governed by a nine-member board of trustees appointed by the county commissioners' courts of Webb, Zapata, Jim Hogg, and Starr Counties.

The substance use disorder Community Health Worker (CHW) programs allow community health workers to increase linkage and retention of substance use, mental health, and medical services for Texas residents living with substance use disorders.

FINANCIAL IMPACT:
N/A

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-175

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND THE BORDER REGION BEHAVIORAL HEALTH CENTER, COMMUNITY HEALTH WORKER SUBSTANCE USE DISORDER PROGRAM (CARE) FOR THE PURPOSE OF NETWORKING, COORDINATING AND REFERRING INDIVIDUALS WITH SUBSTANCE USE DISORDERS. THE POLICE DEPARTMENT'S PARTICIPATION IS PART OF THE COMMUNITY SERVICE PROVIDED TO OUR CITIZENS AND OUR PARTNER LAW ENFORCEMENT AGENCIES WITH NO COST TO THE CITY OF LAREDO.

Whereas, the Laredo Police Department agrees to work in conjunction with Border Region Behavioral Health Center; and

Whereas, the Laredo Police Department agrees with the mission to enhance the quality of life in Laredo by establishing a partnership with the community to preserve life, protect property, and enforce the law; and

Whereas, the Chief of Police recommends the approval of this memorandum of understanding.

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

Section 1: Authorizing the City Manager to enter into and execute a memorandum of understanding between the City of Laredo Police Department (LPD) and the Border Region Behavioral Health Center, Community Health Worker Substance Use Disorder Program (CARE) for the purpose of networking, coordinating and referring individuals with substance use disorders. The Police Department's participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 37.**

SUBJECT
Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the procurement of ballistic windshields for thirty-seven police units for a total amount of $123,850.00. This purchase shall be made utilizing the Buy Board Contract 698-23. Funding will be available in the Police Trust Fund.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard Contract Pricing Program.

BACKGROUND
Authorization is requested for the purchase contract with DANA Safety Supply, Inc, for the procurement of ballistic windshields for thirty-seven (37) police units. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

Sales Quote 520587-A: $100,500.00
Sales Quote 530396: $23,350.00

TOTAL: $123,850.00

Buy Board Contract 698-23

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Police Trust Fund
Account #:	665-2312
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the purchase of this police equipment will be available in the Police Trust Fund Account Number: 665-2312-525.90-04.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	520587-A
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
4712 Maher Ave
Laredo, TX 78041

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Ship To

(For Pickup)
Dana Safety Supply - Harlingen
5002 Logans Run
Harlingen, TX 78550

Contact: MICHAEL JONES
Telephone: 281-659-4322
E-mail: MJONES2@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/15/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Michael Jones	Maria Rivera - La Feria	LAURA ORTIZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO 2024 FORD EXPLORER Warehouse: HARL	0.0000	0.00

Print Date	04/25/24
Print Time	03:41:27 PM
Page No.	1

Printed By: Maria Rivera

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	520587-A
Customer No.	LAREDOPD

Bill To	Ship To
LAREDO POLICE DEPARTMENT 4712 Maher Ave Laredo, TX 78041	(For Pickup) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** MICHAEL JONES **Telephone:** 281-659-4322 **E-mail:** MJONES2@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/15/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Michael Jones	Maria Rivera - La Feria	LAURA ORTIZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO LAREDO POLICE DEPARTMENT Warehouse: HARL 1FM5K8AB0PGC18760 1FM5K8AB9PGC19311 1FM5K8AB9PGC19261 1FM5K8AB8PGC19591 1FM5K8AB1PGC19190 1FM5K8AB3PGC18218 1FM5K8AB9PGC19583 1FM5K8AB8PGC20482 1FM5K8AB0PGC18497 1FM5K8AB3PGC19045 1FM5K8AB2PGC20929 1FM5K8AB5PGC18110 1FM5K8ABXPGC18751 1FM5K8AB1PGC18170 1FM5K8ABXPGC20466 1FM5K8AB5PGC18981 1FM5K8AB0PGC19309 1FM5K8AB8PGC20479 1FM5K8AB1PGC20307 1FM5K8AB6PGC19198 1FM5K8ABXPGC19611 1FM5K8ABXPGC20905 1FM5K8AB9PGC20474 1FM5K8AB8PGC19011	0.0000	0.00

Print Date	04/25/24
Print Time	03:41:27 PM
Page No.	2

Printed By: Maria Rivera

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	520587-A
Customer No.	LAREDOPD

Bill To	**Ship To**
LAREDO POLICE DEPARTMENT 4712 Maher Ave Laredo, TX 78041	(For Pickup) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** MICHAEL JONES **Telephone:** 281-659-4322 **E-mail:** MJONES2@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/15/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Michael Jones	Maria Rivera - La Feria	LAURA ORTIZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BALLISTIC GLASS AND INSTALLTION Warehouse: HARL	0.0000	0.00
30	30	N	DW02568-D22C-00 CGS OEM DESIGN W/ BALLISTIC OFFSET, PIU 2020+ Warehouse: HARL	2,400.0000	72,000.00
30	30	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	300.0000	9,000.00
30	30	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL	600.0000	18,000.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	04/25/24
Print Time	03:41:27 PM
Page No.	3

Printed By: Maria Rivera

Subtotal	99,000.00
Freight	1,500.00
Order Total	100,500.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	530396
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
4712 Maher Ave
Laredo, TX 78041

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Ship To

LAREDO POLICE DEPARTMENT
4712 Maher Ave
Laredo, TX 78041

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/25/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	LAURA ORTIZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO 2024 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
0	0	N	INFO LAREDO POLICE DEPARTMENT Warehouse: HARL	0.0000	0.00
0	0	N	INFO BALLISTIC GLASS AND INSTALLTION Warehouse: HARL	0.0000	0.00
7	7	N	DW02663LD22C-00 CGS IIIA BALLISTIC WINDSHIELD N/CAMER, 21+ TAHOE Warehouse: HARL	2,400.0000	16,800.00
7	7	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	300.0000	2,100.00

Print Date	04/25/24
Print Time	03:37:02 PM
Page No.	1

Printed By: Maria Rivera

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	530396
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
4712 Maher Ave
Laredo, TX 78041

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Ship To

LAREDO POLICE DEPARTMENT
4712 Maher Ave
Laredo, TX 78041

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/25/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	LAURA ORTIZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL 1GNSKLED1RR175843 1GNSKLED5RR171942 1GNSKLEDXRR171855 1GNSKLED7RR171764 1GNSKLED2RR171901 1GNSKLEDXRR171869 1GNSKLED4RR172421	600.0000	4,200.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	04/25/24
Print Time	03:37:02 PM
Page No.	2

Printed By: Maria Rivera

Subtotal	23,100.00
Freight	250.00
Order Total	23,350.00

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 38.**

SUBJECT
Consideration to award a contract to purchase 400 Glock G45 guns, firearm flashlight and holsters for the Police Department in an amount of $330,548.00 from GT Distributors, Inc. through the BuyBoard Cooperative Purchasing Program Contract No. 698-23. The total cost reflects a trade-in discount for 400 service weapons currently assigned to sworn personnel. Funding will be available in the Police Trust Fund.

PREVIOUS COUNCIL ACTION
Approved the City of Laredo's participation in the BuyBoard Cooperative Purchasing Program.

BACKGROUND
Authorization is requested for the purchase of service weapons for the Police Department. These service weapons, "red dot" pistols, will enhance the safety and accuracy of law enforcement officers, improve situational awareness, and are more effective when used in high stress situations. The current weapons will be traded in, total price reflects trade-in credit.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be authorized.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Police Trust Fund
Account #:	665-2312
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be available in the Police Trust Fund.

Quote	QTE0186990
Date	4/4/2024
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

Ship To:

Laredo, City of
420 B Linden Ct.
Attn: Luis
Laredo TX 78043

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240404 G45 NS SAF	000588	KE	U	NET 30	0/0/0000	2,878,258

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
400	GLOCK-PA455S302MO	Glock G45 MOS7 9mm ACRO P2 AG BOTF/NT	EA	$928.72	$371,488.00
360	SAF-7360RDS-28327-4	Safariland 7360RDS 7TS Holster w/Light RH G	EA	$119.99	$43,196.40
40	SAF-7360RDS-28327-4	Safariland 7360RDS 7TS Holster w/Light LH G	EA	$119.99	$4,799.60
400	BAYCO-TCM-10*	Bayco / Nightstick TCM-10 Weapon Light	EA	$106.25	$42,500.00
10	SAF-7368RDS-28327-4	7378RDS LH Concealment Paddle	Each	$88.65	$886.50
90	SAF7378RDS-28327-41	7378RDS RH Concealment Paddle	Each	$88.65	$7,978.50
400	UG-GLOCK45G5	Used Gun Glock 45 9mm Gen 5 FS Fixed Sigh	EA	($320.00)	($128,000.00)
400	USED-STREAMLIGHT-	used Streamlight TLR1-HL w/ batteries	Each	($31.00)	($12,400.00)
1	NOTE	Must be functional w/ batteries. Missing batteries deduct $1.50 each.	Each	$0.00	$0.00
1	NOTE	Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	Each	$0.00	$0.00
1	NOTE:	Trade assumes box and 3 magazines. *Subtract $5.00 for missing gun box *Subtract $18.00 for missing magazines	Each	$0.00	$0.00
1	NOTES:	All guns must be fully functional to receive full trade value. Notes: The agency is responsible for packaging	EA	$0.00	$0.00

Quote	QTE0186990
Date	4/4/2024
Page:	2

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

Ship To:

Laredo, City of
420 B Linden Ct.
Attn: Luis
Laredo TX 78043

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240404 G45 NS SAF	000588	KE	U	NET 30	0/0/0000	2,878,258

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
		and all freight charges on trades to G T Distributors.			
1	NOTE		Each	$0.00	$0.00
		Trade ins must be received within 60 days after receipt of new guns.			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Kirby Evans. Thank You.
gbenavides@ci.laredo.tx.us

Subtotal	$330,449.00
Misc	$0.00
Tax	$0.00
Freight	$99.00
Total	$330,548.00

City Council

Meeting Date: 5/20/2024 **Consent Agenda 39.**

SUBJECT
Consideration to approve the cooperative contracts for the purchase of heavy equipment to be used for composting at the Ponderosa Landfill:

1). Rush Truck Center, Laredo, Tx. for the purchase of:
one Peterbilt 548 Water Truck in the total amount of $247,426.86; through Buyboard Cooperative Contract 723-23.

2). Nueces Power Equipment, Laredo, Tx. for the purchase of:
one 2024 Case Model 921G XR Wheel Loader in the total amount of $328,065.26; through Sourcewell Cooperative Contract #011723-CNH.

3). Vermeer Texas-Louisiana, San Antonio, Tx. for the purchase of:
on Vermeer HG400G2 Grinder in the total amount of $700,790.10;
one Vermeer TR521 Trommel screen in the total amount of $484,123.75.
one Vermeer CT718 Propelled drum in the total amount of $869,136.45 through Buyboard Cooperative Contract 684-22.

4). Holt Cat, San Antonio, Tx. for the purchase of:
one Caterpillar 730 Dump truck in the total amount of $759,718.33 through Buyboard Cooperative Contract 685-22.

Funding is available in the Solid Waste Fund - 2023 Certificate of Obligation Bonds.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard, Sourcewell Cooperative Purchasing Program Contracts.

BACKGROUND
Solid Waste is going to start a compost facility at the Ponderosa Landfill, the following equipment is needed to:

a). The Grinder is used to grind the branches.
b). The Compost Turner will be used to introduce oxygen to the compost pile and speed up the decomposition process.
c). The Trommel Screen is designed to separate a variety of materials.
d). The Water Truck is needed to add water to the compost while the Wheel Loader is needed to upload branches & compost.
e) The Articulated Dump Truck will move the compost.

Rush Truck Center
Description: Medium & Heavy Duty Trucks
BuyBoard Contract# 723-23
Expiration Date: 11/30/26

Nueces Power Equipment (Case Construction Authorized Dealer)
Description: Wheel Loaders
Sourcewell Contract: 011723-CNH
Expiration Date: 4/14/27

Vermeer Texas
Description: Ditching, Trenching, Debris/Scrap Equipment
BuyBoard Contract: 684-22
Expiration Date: 11/30/25

Holt Cat Texas
Description: Construction and Road Equipment
BuyBoard Contract: 685-22
Expiration Date: 11/30/25

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that these purchase contracts be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	2023 Certificate of Obligation Bonds.
Account #:	556-9883-535-9001.
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding is available in Solid Waste Fund account number:
556-9883-535-9001, project numbers SO2403 and SO2407.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*4/15/2024*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Fleet Manager***	Phone/Fax	
Product Description:	***Peterbilt 548–Water Tanker***		

A: Base Price in Bid/Proposal Number:	**723-23**			Series:		**548**	$ 84,760.00
B: Published Options(*Itemize Below*)							
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION		AMOUNT
Peterbilt	Frame & Equipment	$ 2,686.00		RTC-0040	OEM + Safety Analysis		$ 1,760.00
Peterbilt	Front/Rear Axles & Equipment	$ 23,763.00		RTC-0052	Body Prep		$ 3,869.00
Peterbilt	Engine/Transmission & Equipment	$ 16,022.00		RTC-0093	PTO & Hydraulics		$ 7,300.00
Peterbilt	Air & Trailer/Tires & Wheels	$ 6,288.00		RTC-0143	4000 Gallon Water Tanker		$ 80,970.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	$ 1,803.00		RTC-1026	Lot Insurance/Floorplan Interest		$ 5,365.50
Peterbilt	Cab & Equipment	$ 4,102.00					
Subtotal Column 1:	$ 54,664.00			Subtotal Column 2:		$ 99,264.50	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)							$ 153,928.50

C: Subtotal of A + B							$ 238,688.50
D: Non Published Options							
Ledwell 4,000 Gallon Water Tanker with Water Cannon & Options		$ 5,754.36					
Subtotal Column 1:	$ 5,754.36			Subtotal Column 2:		$ -	
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)							$ 5,754.36

E: Contract Price Adjustment (*If any, explain here*)							
F: Total of C + D +/- E							$ 244,442.86
G: Quantity ordered Units:	1	x					$ 244,442.86
H: BUYBOARD Administrative Fee							$ 400.00
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)							
Freight		$ 2,584.00	x	1	$ 2,584.00		
			x	1	$ -		
							$ 2,584.00
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)							$ 247,426.86

NPE

NUECES POWER EQUIPMENT

CORPUS CHRISTI, TX
(361) 289-0066

EL PASO, TX (915) 541-0066 | LAREDO, TX (956) 725-0066 | VICTORIA, TX (361) 576-0066 | SAN BENITO, TX (956) 361-0066 | HOUSTON, TX (713) 247-0066 | SAN ANTONIO, TX (210) 310-0066

PURCHASE CONTRACT

CUSTOMER

NAME: City of Laredo, Texas
ADDRESS: 5512 Thomas Ave.
CITY, STATE, ZIP: Laredo, Texas 78041
C/O: Ron Miller
PHONE: 956-727-6455

DATE: May 2, 2024

NPE
P.O. BOX 4789
CORPUS CHRISTI, TEXAS 78469-4789

QTY	NEW USED	MODEL	SERIAL NUMBER	STOCK NO.	DESCRIPTION	CASH PRICE
1	NEW	921G			2024 Case Model 921G XR Wheel Loader Cab,A/C	410,272.00
					Heater defrost, Joystick loader control with	
					Auxillary Hydraulic control for bucket option.	
					Sourcewell Government Discount (-29%)	(118,978.88)
					Contract # 011723-CNH	
1	New	L600			4.25 Yd. Bucket with Hydraulic Paddles for Trash	29,400.00
					Factory Freight	4,000.00
					Pre Delivery Inspection and Set up	$ 2,750.00
					SALES TAX EXEMPT	

TRADE -IN EQUIPMENT

MAKE, MODEL, AND DESCRIPTION	HOURS	SERIAL NO.	ALLOWANCE
			$
			$
			$
Gross Trade-In Allowance			$ -
Less: Amount Owed To:			$
Net Trade-In Allowance			$ -

Sub Total	327,443.12
Other Charges	
Total Cash Price	327,443.12
Trade-In Allowance	-
Total Cash Price After Trade-In	327,443.12
Sales Tax	
State Fuel Surcharge	
Heavy Inventory Tax	622.14
Cash on Delivery	
Balance Due	328,065.26

DISCLAIMER OF WARRANTIES

Any Warranties on the products sold hereby are those made by the Manufacturer. The Seller, Nueces Power Equipment, hereby expressly disclaims all warranties, either expressed or implied, including any implied Warranty of Merchantability or fitness for a particular purpose, and Nueces Power Equipment neither assumes nor authorizes any other person to assume to any liability connection with the sale of said product. All factory authorized warranty repairs are to be performed at NPE's service center. Travel time and/or hauling are at buyer's expense.

BALANCE DUE UPON DELIVERY

BUYER AGREES TO ALL TERMS AND CONDITIONS OF THE SALE SET FORTH ON THIS PAGE

BUYER'S SIGNATURE

CUSTOMER P.O. #

BILL REES
SELLER'S NAME

SELLER'S SIGNATURE

This quote is valid for 30 days from the specified date. All units are subject to prior sale.

Vermeer
Texas-Louisiana

Vermeer Texas-Louisiana
16593 Interstate 35 N
Selma, TX 78154
Ph: (210) 337-7700
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF LAREDO
PO BOX 210
LAREDO TX 78042

Branch		
02 - SELMA		
Date	Time	Page
03/13/2024	13:23:47 (O)	1
Account No	Phone No	Est No 01
LARED001	9567917325	Q02698
Ship Via	Purchase Order	
	QUOTE	
Tax ID No		
JOHN CARVER	Salesperson	151

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 04/12/2024 Amount

BUYBOARD VENDOR APPROVED
REF# 684-22
5% DISCOUNT APPLIED

New VERMEER HG4000G2 HG4000G2 HORIZONTAL GRINDER BASE ASSY			673978.00
****INCLUDING THE FOLLOWING OPTIONS****			
HG4000G21000	HG4000G2 HORIZONTAL GRINDER BASE ASSY	$280,601.00	
HG4000G2RPC	HG4000G2 RUST PREVENTATIVE COATING	$20.00	
HG4000G21150	CAT 536HP TIER 4F/STAGE V	$207,625.00	
HG4000G21600	NORTH AMERICAN FIFTH WHEEL, TANDEM AXLE	$45,351.00	
HG4000G21641	FIFTH WHEEL HYDRAULIC JACK	$5,917.00	
HG4000G22000	SERIES III DUPLEX DRUM W/7/8 BOLT TIPS	$71,300.00	
HG4000G22100	STANDARD INFEED CHAIN	$32,471.00	
HG4000G22176	AXIAL MAGNETIC DRIVE PULLEY	$13,361.00	
HG4000G24030	WORK LIGHTS	$2,052.00	
HG4000G24050	DAMAGE DEFENSE	$10,280.00	
HG4000G24800	~TELEMATICS	$0.00	
FREIGHT & PREP		$7,000.00	

Miscellaneous Charges/Credits

36MO EXT C+ PREMIUM	Qty: 1	Price:	60261.00	60261.00
DISCOUNT	1		33448.90	33448.90-

Subtotal: 700790.10
Quote Total: 700790.10

Authorization: _____

Good for thirty (30) days from date of quote.

Thank You For Your Business!

Vermeer
Texas-Louisiana

Vermeer Texas-Louisiana
16593 Interstate 35 N
Selma, TX 78154
Ph: (210) 337-7700
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF LAREDO
PO BOX 210
LAREDO TX 78042

Branch		
02 - SELMA		
Date	Time	Page
03/13/2024	9:25:44 (O)	1
Account No	Phone No	Est No 01
LARED001	9567917325	Q02694
Ship Via	Purchase Order	
	QUOTE	
Tax ID No		
JOHN CARVER	Salesperson	
	151	

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E ** EXPIRY DATE: 04/12/2024	Amount
BUYBOARD VENDOR APPROVED		
REF#684-22		
5% DISCOUNT APPLIED		
New VERMEER TR521 TR521 SELF-CONTAINED TROMMEL SCREEN		469925.00
****INCLUDING THE FOLLOWING OPTIONS****		
TR521003	TR521 SELF-CONTAINED TROMMEL SCREEN	$215,304.00
RPTR521PTSG	RUST PREVENTATIVE- STARGUARD 3252	$18.00
SCR-11929	SCR-1/2"SQ 10 GA WIRE SS QCS 66.5X93.75	$5,802.00
TR521AM010	~TELEMATICS	$0.00
TR521011	CUMMINS 120 HP TIER 4F ENGINE	$99,899.00
TR521080	HOPPER EXTENSION RIGHT SIDE	$1,428.00
TR521085	TR521 TENSIONED SCREEN DRUM	$24,866.00
TR521180	SELF-SUPPORTED RADIAL STACKING CONVEYOR	$56,922.00
TR521214	STANDARD OVERS CONVEYOR	$21,786.00
TR521221	STANDARD HEAD PULLEY OVERS CONVEYOR	$3,746.00
TR521286	SUPER SPLICE SMOOTH BELT RADIAL COLLECTOR	$3,664.00
TR521290	CONTINUOUS SMOOTH RADIAL CONVEYOR BELT	$2,436.00
TR521295	STANDARD HEAD PULLEY RADIAL CONVEYOR	$1,082.00
TR521555	HOPPER TIPPING GRIZZLY W/ HYDRAULIC CHUTE	$25,972.00
FREIGHT & PREP		$7,000.00

Good for thirty (30) days from date of quote.

Thank You For Your Business!

Vermeer
Texas-Louisiana

Vermeer Texas-Louisiana
16593 Interstate 35 N
Selma, TX 78154
Ph: (210) 337-7700
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF LAREDO
PO BOX 210
LAREDO TX 78042

Branch		
02 - SELMA		
Date	**Time**	**Page**
03/13/2024	9:25:44 (O)	2
Account No	**Phone No**	**Est No** 01
LARED001	9567917325	Q02694
Ship Via	**Purchase Order**	
	QUOTE	
Tax ID No		
JOHN CARVER	**Salesperson** 151	

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 04/12/2024	Amount
	Miscellaneous Charges/Credits		
	==========		
36MO EXT C+ PREMIUM	Qty: 1	Price: 37345.00	37345.00
DISCOUNT	1	23146.25	23146.25-
		Subtotal:	484123.75
Authorization: _____		Quote Total:	484123.75

Good for thirty (30) days from date of quote.

Thank You For Your Business!

Vermeer
Texas-Louisiana

Vermeer Texas-Louisiana
16593 Interstate 35 N
Selma, TX 78154
Ph: (210) 337-7700
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Branch		
02 - SELMA		
Date	Time	Page
03/13/2024	9:16:34 (O)	1
Account No	Phone No	Est No 01
LARED001	9567917325	Q02693
Ship Via	Purchase Order	
	QUOTE	
Tax ID No		
JOHN CARVER	Salesperson 151	

Invoice To: CITY OF LAREDO
PO BOX 210
LAREDO TX 78042

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 04/12/2024	Amount
BUYBOARD VENDOR APPROVED			
REF#684-22			
5% DISCOUNT APPLIED			
New VERMEER CT718 CT718 SELF-PROPELLED DRUM STYLE COMPOST TU			842331.00
****INCLUDING THE FOLLOWING OPTIONS****			
CT718002	CT718 SELF-PROPELLED DRUM STYLE COMPOST TURNER	$238,100.00	
CT718AM010	~TELEMATICS	$0.00	
CT718010	540 HP CAT C15 TIER 4 FINAL ENGINE PACKAGE	$284,107.00	
CT718072	420 RPM DRUM SPEED	$44,360.00	
CT718085	TWISTED FLAIL HELICAL DRUM	$75,811.00	
CT718108	FLAIL-20 DEG HARD SURFACED	$12,552.00	
CT718190	CT718 FULL TRACK	$164,234.00	
CT718193	TRACK CHAIN W/20 TRIPLE GROUSER	$15,149.00	
RPCT718PTSG	RUST PREVENTATIVE- STARGUARD 3252	$18.00	
FREIGHT & PREP		$8,000.00	

Miscellaneous Charges/Credits

36MO EXT C+ PREMIUM	Qty: 1	Price: 68522.00	68522.00	
DISCOUNT	1	41716.55	41716.55-	
		Subtotal:	869136.45	
Authorization: _____		Quote Total:	869136.45	

Good for thirty (30) days from date of quote.

Thank You For Your Business!

DATE: Apr 22, 2024
QUOTE #:337637-01

CITY OF LAREDO - SOLID WASTE
PO BOX 210
LAREDO, TEXAS 78042

RON MILLER

Morado, Remy
956.373.0787

BUY BOARD QUOTE
CONTRACT #685-22

One (1) New Caterpillar Inc Model: 730 Articulated Dump Trucks with all standard equipment in addition to the additional specifications listed below:

DATE: Apr 22, 2024QUOTE #: Quote 337637-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#	PRICE
730-04A EJ ARTICULATED TRUCK	485-1710	$832,810.00
LANE 3 ORDER	0P-9003	$0.00
LIGHTS, ROOF MOUNTED WORK	480-2054	$1,400.00
SECURITY SYSTEM, MACHINE	480-1992	$660.00
WIPER, REAR	480-7003	$740.00
AM/FM RADIO (BLUETOOTH READY)	480-1980	$785.00
MIRROR, ELECTRIC HEATED	500-5947	$1,395.00
SEAT, DELUXE	485-0331	$3,760.00
SEAT BELT, W/ INDICATION	566-5659	$0.00
STANDARD CAB	462-5039	$0.00
PRODUCT LINK, SATELLITE PLE631	481-8887	$574.00
NO PAYLOAD	485-0336	$0.00
TANK, STANDARD FUEL	503-2045	$0.00
TIRES, 750/65R25 MX XAD-65 E-3	369-8730	$1,560.00
NO SOUND SUPPRESSION	502-7483	$0.00
ROW ENGINE ARRANGEMENT	563-9782	$0.00
AID, STARTING, STANDARD	502-9602	$0.00
FILM GROUP, ANSI	488-0554	$0.00
EXHAUST, HEATED BODY	578-2332	$6,120.00
ANTIFREEZE, -50C (-58F)	381-0094	$365.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
ROLL ON-ROLL OFF	0P-9902	$281.00

Total Machine & Attachment List Price	$850,450.00
Minimum Buy Board Discount 10% off list price	$85,045.00
Holt Governmental Discount	$5,686.67

SALE PRICE	$759,718.33
EXT WARRANTY	Included
TOTAL PRICE	**$759,718.33**
SUB TOTAL	**$759,718.33**
TOTAL PURCHASE PRICE	**$759,718.33**

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: 730-60 MO/6000 HR PREMIER

BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Rubber Flooring Systems (RFS)(E)(I)(T)	375 COLUMBIA MEMORIAL PKWY	KEMAH	TX	77565	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Rubber Flooring Systems (RFS)(E)(I)(T)	375 COLUMBIA MEMORIAL PKWY	KEMAH	TX	77565	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
Ruby Red Solutions L.L.C.(E)	184 Washington Ave, San Benito, Texas, 78586	184 Washington Ave, San Benito	TX	78586	6/1/2023	5/31/2026	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment 704-23
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	6/1/2022	5/31/2025	Correctional and Detention Facility Equipment and Supplies 669-22
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	6/1/2022	5/31/2025	Uniforms and Accessories 670-22
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	4/1/2023	3/31/2026	Public Safety and Firehouse Supplies and Equipment 698-23
Rush Bus Centers(E)(I)(T)	16345 IH-35 North	Selma	TX	78154	12/1/2023	11/30/2026	School Buses, Options and Parts 722-23
Rush Truck Centers of Texas, L.P.(E)(I)(T)	555 IH 35 South, Suite 500	New Braunfels	TX	78130	12/1/2023	11/30/2026	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services 723-23
Rush Truck Centers of Texas, L.P.(E)(I)(T)	555 IH 35 South, Suite 500	New Braunfels	TX	78130	12/1/2023	11/30/2026	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services 724-23
Ryan Sanders Sports Turf Services(E)(I)(T)	3400 E. Palm Valley Blvd.	Round Rock	TX	78665	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Rydin Decal(E)(I)(T)	700 Phoenix Lake Avenue	Steamwood	IL	60107	12/1/2023	11/30/2026	Copy-Print and Document Management Services 716-23
Rykin Pump Company, Inc.(M)(E)(I)(T)	2333 N Jackson Ave	Odessa	TX	79761	7/1/2022	6/30/2025	Fueling Systems and Equipment 673-22
S & S HVAC Equipment(M)(E)(I)(T)	18085 West Little York	Katy	TX	77449	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
S & S Worldwide, Inc.(E)(I)(T)	75 MILL ST	Colchester	CT	06415	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
S2 Rentals and Sales, LLC(M)(E)(I)(T)	1050 River Glen West	San Antonio	TX	78216	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

Sourcewell - Construction Equipment Contract

Contract Number: 011723 - CNH (New Contract w/ new Aug 1st _ 28% Trade Discount - Includes SALS, WHEX, MTL)

Contract Period: 04/04/2023 - 04/14/2027

Pricing Revised: 3/21/2024

Eligible Customers: **All Sourcewell members in United States**

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:	**Member #**
New York PC6265	4652
Delaware GSS15750-Equip_HD	38542
Arkansas 4600046991	1089
Washington Master Contract 01020	888
Ohio RSC008252	956

Member list: https://www.sourcewell-mn.gov/member-lookup

Need to Join? https://sourcewell-mn.gov/

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts are not allowed with wholesale and/or retail discount(s).
Multiple Unit Discount	Not applicable.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local Case CE dealer for payment options.
Dealer Locator Tool	https://www.casece.com/northamerica/en-us/resources/dealer-locator

See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: 3/21/2024

	FOR USA MARKET ONLY	NEW 8/1 INVOICE PROCESS!	
PRODUCT / MODEL	**PRICE LIST (Updated)**	**USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE**	**NEW CASE DLR DISCOUNT OFF NET PRICE**
TRACTOR LOADER			
570N EP	Current Pricing	21.00%	6.00%
TRACTOR LOADER BACKHOE			
575N EP	Current Pricing	27.00%	10.00%
580SN	Current Pricing	28.00%	11.00%
580SN WT	Current Pricing	28.00%	11.00%
580SV	Current Pricing	28.00%	11.00%
590SN	Current Pricing	28.00%	11.00%
695SV	Current Pricing	28.00%	11.00%
FORKLIFT			
586H	Current Pricing	20.00%	6.00%
588H	Current Pricing	20.00%	6.00%
Compact Dozer Loader			
DL550	Current Pricing	16.00%	6.00%
CRAWLER DOZER			
650M	Current Pricing	21.00%	7.00%
750M	Current Pricing	27.00%	9.00%
850M	Current Pricing	27.00%	9.00%
1150M	Current Pricing	27.00%	9.00%
1650M	Current Pricing	27.00%	9.00%
2050M	Current Pricing	23.00%	8.00%
COMPACT WHEEL LOADER			
21F	Current Pricing	18.00%	6.00%
121F	Current Pricing	21.00%	6.00%
221F	Current Pricing	21.00%	6.00%
321F	Current Pricing	21.00%	6.00%
WHEEL LOADER			
521G	Current Pricing	28.00%	10.00%
621G	Current Pricing	29.00%	12.00%
651G	Current Pricing	29.00%	12.00%
721G	Current Pricing	29.00%	12.00%
821G	Current Pricing	29.00%	12.00%
921G	Current Pricing	29.00%	12.00%
1021G	Current Pricing	23.00%	12.00%
1121G	Current Pricing	23.00%	12.00%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected.

* Please note new Sourcewell price matrix is now based on new 28% Std Trade Discount (not old 25% Std Trade Discount).

* Meaning Case CE dealers should now be quoting Sourcewell (using this specific matrix) w/ current pricebooks released on (or after) Dec 1st, 2023.

* Click here for more info - 2023 Pricing Initiative (Case Dealer Portal).

See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: 3/21/2024

	FOR USA MARKET ONLY	NEW 8/1 INVOICE PROCESS!	
PRODUCT / MODEL	**PRICE LIST (Updated)**	**USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE**	**NEW CASE DLR DISCOUNT OFF NET PRICE**
COMPACT TRACK LOADER			
TR270	Current Pricing	22.00%	6.00%
TR310	Current Pricing	18.00%	6.00%
TR340	Current Pricing	18.00%	6.00%
TV370	Current Pricing	18.00%	6.00%
TV450	Current Pricing	18.00%	6.00%
TV620	Current Pricing	18.00%	6.00%
COMPACT EXCAVATOR			
CX15EV	Current Pricing	17.00%	6.00%
CX17C	Current Pricing	17.00%	6.00%
CX26C	Current Pricing	17.00%	6.00%
CX30C	Current Pricing	17.00%	6.00%
CX37C	Current Pricing	17.00%	6.00%
CX42D	Current Pricing	17.00%	6.00%
CX50D	Current Pricing	17.00%	6.00%
CX57C	Current Pricing	17.00%	6.00%
CX60C	Current Pricing	17.00%	6.00%
EXCAVATOR			
CX75C	Current Pricing	18.00%	7.00%
CX80C	Current Pricing	18.00%	7.00%
CX140E	Current Pricing	18.00%	9.00%
CX145D	Current Pricing	18.00%	9.00%
CX170E	Current Pricing	18.00%	9.00%
CX190E	Current Pricing	18.00%	9.00%
CX220E	Current Pricing	18.00%	9.00%
CX245D	Current Pricing	18.00%	9.00%
CX260E	Current Pricing	18.00%	9.00%
CX290D	Current Pricing	18.00%	9.00%
CX300E	Current Pricing	18.00%	9.00%
CX350D	Current Pricing	18.00%	9.00%
CX365E	Current Pricing	18.00%	9.00%
CX490D	Current Pricing	18.00%	9.00%
CX500D	Current Pricing	18.00%	9.00%
CX750D	Current Pricing	18.00%	9.00%
SKID STEER LOADER			
SR160	Current Pricing	16.00%	6.00%
SR175	Current Pricing	18.00%	6.00%
SV185	Current Pricing	18.00%	6.00%
SR210	Current Pricing	18.00%	6.00%
SR240	Current Pricing	18.00%	6.00%
SR270	Current Pricing	18.00%	6.00%
SV280	Current Pricing	19.00%	6.00%
SV340	Current Pricing	22.00%	6.00%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected.

Please ensure your dealership is adding correct Sourcewell Contract Number + Member Number on PO Invoice/Purchase Order to ensure accurate processing.

See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: 3/21/2024

	FOR USA MARKET ONLY	NEW 8/1 INVOICE PROCESS!	
PRODUCT / MODEL	**PRICE LIST (Updated)**	**USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE**	**NEW CASE DLR DISCOUNT OFF NET PRICE**
MOTOR GRADER			
836C 4WD / AWD	Current Pricing	21.00%	6.00%
856C 4WD / AWD	Current Pricing	21.00%	6.00%
COMPACTION			
DV23	Current Pricing	17.00%	6.00%
DV26	Current Pricing	17.00%	6.00%
DV36	Current Pricing	17.00%	6.00%
DV45	Current Pricing	17.00%	6.00%
DV209	Current Pricing	17.00%	6.00%
DV210	Current Pricing	17.00%	6.00%
SV207	Current Pricing	17.00%	6.00%
SV211	Current Pricing	17.00%	6.00%
SV213	Current Pricing	17.00%	6.00%
SV215	Current Pricing	17.00%	6.00%
SV217	Current Pricing	17.00%	6.00%
PT240D	Current Pricing	17.00%	6.00%
CNH Parts	Current Pricing	LIST PRICE	Current
MINI TRACK LOADERS (MTLS)			
TL100	Current Pricing	21.00%	7.00%
SMALL ARTICULATED LOADERS (SALS)			
SL12	Current Pricing	22.00%	8.00%
SL12 TR	Current Pricing	22.00%	8.00%
SL15	Current Pricing	22.00%	8.00%
SL22EV	Current Pricing	22.00%	8.00%
SL23	Current Pricing	22.00%	8.00%
SL27	Current Pricing	22.00%	8.00%
SL35TR	Current Pricing	22.00%	8.00%
SL50TR	Current Pricing	22.00%	8.00%
WHEELED EXCAVATORS (WHEX)			
WX140E	Current Pricing	25.00%	9.00%
WX155E	Current Pricing	25.00%	9.00%
WX160E	Current Pricing	25.00%	9.00%
WX175E	Current Pricing	25.00%	9.00%
WX210E	Current Pricing	25.00%	9.00%

Freight FOB North America plant or import distribution location.

Cannot be combined with any other retail/whole goods program discounts

Discounts valid for this contract only.

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected.

https://www.casece.com/en-us/northamerica/resources/dealer-locator

DIR | Search Sourcewell... | Cooperative Contra... | TexasSmartBuy | BuyBoard Purchasin... | GSA | Welcome to GSA eL... | Login | Dell US | TIPS-USA | | HGACBuy | New tab | Destiny Software In...

CASE CONSTRUCTION

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Resources › **Find a Dealer**

Find Your CASE Dealer

Select your country before entering a postal code, address, or dealer name to find your local CASE dealer.

Country
United States

Search by Location or Dealer
Texas

Search by Equipment

Nueces Power Eq. 5

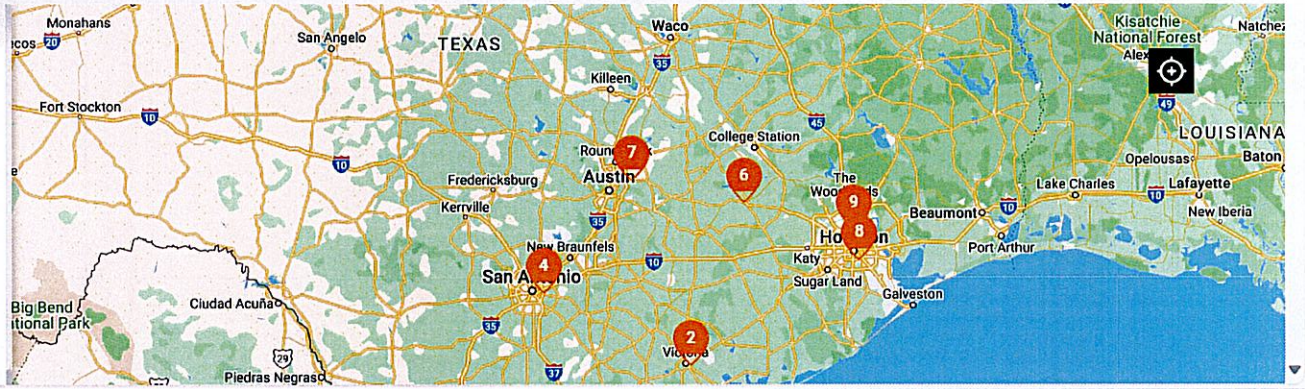
101 Oil Patch Road, Laredo, 78043 — 126.41 mi

Get Directions

(956) 725-0066

bill@npetex.com

ASCO 6



Search

12:22 PM
5/1/2024

BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Valley Armature & Electric(E)(I)(T)	1313 N. Exp. 281	Edinburg	TX	78542	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
Valley Keyboards(E)(I)(T)	900 Harvey	McAllen	TX	78501	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
Valmont Industries, Inc.(E)(T)	15000 Valmont Plaza	Omaha	NE	68154	4/1/2023	3/31/2026	Traffic Signal Systems & Safety Barrier Products 695-23
Valmont Industries, Inc.(E)(T)	15000 Valmont Plaza	Omaha	NE	68154	9/1/2023	8/31/2026	Outdoor Street Lighting 711-23
Valmont Infrastructure Services, Inc.(E)(I)(T)	15000 Valmont Plaza	Omaha	NE	68154	12/1/2023	11/30/2026	Unmanned Aerial Vehicles and Surveillance Services 718-23
Varsity Spirit Fashion(E)(I)(T)	Po Box 341312	Memphis	TN	38134	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
Varsity Spirit Fashion(E)(I)(T)	Po Box 341312	Memphis	TN	38134	6/1/2022	5/31/2025	Uniforms and Accessories 670-22
Vector Concepts, Inc.(E)(I)(T)	9010 N. Royal Lane, Suite 110	Irving	TX	75063	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Velazquez Press(E)(I)(T)	9682 Telstar Avenue, Suite 110	El Monte	CA	91731	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
VEOCI Inc.(M)(E)(I)(T)	195 Church Street, 14th Floor	New Haven	CT	06510	4/1/2023	3/31/2026	Software as a Service (SaaS), Cybersecurity Assessments and Related Products and Services 692-23
Veregy(E)(I)(T)	23325 N 23rd Ave, Suite 120	Phoenix	AZ	85027	12/1/2022	11/30/2027	Job Order Contracting for Energy Conservation and Efficiency 681-22
Veregy(E)(I)(T)	23325 N 23rd Ave, Suite 120	Phoenix	AZ	85027	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
Veritiv Operating Co.(E)(I)(T)	4501 Westport Dr	Mechanicsburg	PA	17055	6/1/2023	5/31/2026	Copy/Office Paper and Toner Supplies 707-23
Vermeer Texas - Louisiana, Inc.(E)(I)(T)	1945 Louis Henna Blvd	Round Rock	TX	78664	7/1/2021	6/30/2024	Rental Services of Construction Equipment, Vehicles, and Other Equipment 646-21
Vermeer Texas - Louisiana, Inc.(E)(I)(T)	1945 Louis Henna Blvd	Round Rock	TX	78664	12/1/2022	11/30/2025	Ditching, Trenching, Debris/Scrap and Other Utility Equipment 684-22

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Herrcon, LLC(M)(E)(I)(T)	PO Box 988	Alamo	TX	78516	4/1/2024	3/31/2029	Job Order Contracting (RSMeans) 728-24
Hertz Furniture Systems LLC(E)(I)(T)	170 Williams Drive, Suite 201	Ramsey	NJ	07446	4/1/2022	3/31/2025	Furniture for School, Office, Science, Library and Dormitory 667-22
Hesselbein Tire Southwest(E)(I)(T)	4823 Corner Parkway	San Antonio	TX	78219	3/1/2024	2/28/2027	Tires, Tubes, Supplies and Equipment 729-24
HiddenApp LLC(E)(I)(T)	30 N Gould St Ste 24743	Sheridan	WY	82801	4/1/2023	3/31/2026	Software as a Service (SaaS), Cybersecurity Assessments and Related Products and Services 692-23
Highlights Electrical(I)(T)	7510 Langtry St.	Houston	TX	77040	4/1/2024	3/31/2027	Trade Services 733-24
Hi-Line Electric Inc.(E)(I)(T)	2121 Valley View Ln.	Dallas	TX	75234	6/1/2023	5/31/2026	Grounds Maintenance Equipment, Parts, and Supplies 706-23
Hill Country Outdoor Power, LLC(E)(I)(T)	2914 Montopolis Drive, Suite 200	Austin	TX	78741	12/1/2021	11/30/2024	Building Maintenance, Repair, and Operations Supplies and Equipment 657-21
Hill Country Outdoor Power, LLC(E)(I)(T)	2914 Montopolis Drive, Suite 200	Austin	TX	78741	6/1/2023	5/31/2026	Grounds Maintenance Equipment, Parts, and Supplies 706-23
Hillje Music Center, LLC(E)(I)(T)	175 Enterprise Pkwy.	Boerne	TX	78006	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
Hillje Music Center, LLC(E)(I)(T)	175 Enterprise Pkwy.	Boerne	TX	78006	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
Hillyard(E)(I)(T)	12871 Wetmore Rd.	San Antonio	TX	78247	10/1/2021	9/30/2024	Custodial Supplies and Equipment 649-21
HJ Staffing (Harris-Jones Staffing & Recruiting)(M)(E)(I)(T)	11023 Northpointe Blvd. Ste. G	Tomball	TX	77375	7/1/2022	6/30/2025	Temporary Personnel Staffing and Workforce Management Services 674-22
Hobart Service West Texas(E)(I)(T)	6102 45th St., Suite B	Lubbock	TX	79407	12/1/2022	11/30/2025	Food Service Equipment, Supplies and Appliances 683-22
Holiday Outdoor Decor (formerly Arnett Marketing)(M)(E)(I)(T)	1053 N Plymouth St	Allentown	PA	18109	6/1/2021	5/31/2024	Holiday Lighting and Decoration 643-21
Holt Texas, Ltd(E)(I)(T)	5665 Southeast Loop 410	San Antonio	TX	78222	7/1/2021	6/30/2024	Rental Services of Construction Equipment, Vehicles, and Other Equipment 646-21
Holt Texas, Ltd(E)(I)(T)	5665 Southeast Loop 410	San Antonio	TX	78222	12/1/2022	11/30/2025	Construction, Road and Bridge, and Other Related Equipment 685-22

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 40.**

SUBJECT
Consideration to approve a cooperative contract for the purchase of one Peterbilt 537 Fuel Truck from Rush Truck Center, Laredo, in the total amount of $279,132.53 utilizing the BuyBoard Cooperative Contract 723-23 for the Solid Waste Services Department. Funding is available in the Solid Waste Fund 2019 Public Property Finance Contractual Obligations, 2021A Certificates of Obligations, and 2022 Certificates of Obligations bonds.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard Cooperative Purchasing Program.

BACKGROUND
This fuel truck will primarily be used to transport fuel within Landfill's operations. Estimated delivery date upon receipt of order is between six to eight months.

Rush Truck Center
Description: Medium & Heavy Duty Trucks
BuyBoard Contract #723-23
Expiration Date: 11/30/26.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Solid Waste Fund.
Account #:	Multiple Accounts.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the Solid Waste Fund 2019 Public Property Finance Contractual Obligations, 2021A Certificates of Obligations, and 2022 Certificates of Obligations bonds. Account numbers are: 556-9876-535-9004 Project# SO1902, 556-9878-535-9004 Project# 21SOAU, 556-9880-535-9004 Project# SO2301, 556-9880-535-9001 Project# SO2306.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*5/1/2024*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Fleet Manager***	Phone/Fax	
Product Description:	***Peterbilt 537 Fuel & Lube***		

A: Base Price in Bid/Proposal Number:	723-23		Series:	**537**	$ 74,416.00
B: Published Options(*Itemize Below*)					

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipment	$ 230.00	RTC-0040	OEM + Safety Analysis	$ 1,760.00
Peterbilt	Front/Rear Axles & Equipment	$ 425.00	RTC-0052	Body Prep	$ 3,869.00
Peterbilt	Engine/Transmission & Equipment	$ 14,285.00	RTC-0096	PTO & Hydraulics	$ 14,235.00
Peterbilt	Air & Trailer/Tires & Wheels	$ 2,215.00	RTC-0084	Fuel & Lube Body	$ 98,394.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	$ 1,330.00	RTC-1026	Lot Insurance/Floorplan Interest	$ 4,500.00
Peterbilt	Cab & Equipment	$ 3,517.00			
Subtotal Column 1:	$ 22,002.00		Subtotal Column 2:	$ 122,758.00	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)					$ 144,760.00

C: Subtotal of A + B					$ 219,176.00
D: Non Published Options					
Niece Fuel & Lube Body with Options	$ 56,056.53				
Subtotal Column 1:	$ 56,056.53		Subtotal Column 2:	$ -	
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)					$ 56,056.53
E: Contract Price Adjustment (*If any, explain here*)					
F: Total of C + D +/- E					$ 275,232.53
G: Quantity ordered	1	x			$ 275,232.53
H: BUYBOARD Administrative Fee					$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)						
Freight	$ 3,500.00	x	1	$ 3,500.00		
		x	1	$ -		
						$ 3,500.00
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)						$ 279,132.53

BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Rubber Flooring Systems (RFS)(E)(I)(T)	375 COLUMBIA MEMORIAL PKWY	KEMAH	TX	77565	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Rubber Flooring Systems (RFS)(E)(I)(T)	375 COLUMBIA MEMORIAL PKWY	KEMAH	TX	77565	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
Ruby Red Solutions L.L.C.(E)	184 Washington Ave, San Benito, Texas, 78586	184 Washington Ave, San Benito	TX	78586	6/1/2023	5/31/2026	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment 704-23
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	6/1/2022	5/31/2025	Correctional and Detention Facility Equipment and Supplies 669-22
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	6/1/2022	5/31/2025	Uniforms and Accessories 670-22
Rules of Engagement Tactical, LLC (E)(I)(T)	1500 Capital Ave Ste 102	Plano	TX	75074	4/1/2023	3/31/2026	Public Safety and Firehouse Supplies and Equipment 698-23
Rush Bus Centers(E)(I)(T)	16345 IH-35 North	Selma	TX	78154	12/1/2023	11/30/2026	School Buses, Options and Parts 722-23
Rush Truck Centers of Texas, L.P.(E)(I)(T)	555 IH 35 South, Suite 500	New Braunfels	TX	78130	12/1/2023	11/30/2026	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services 723-23
Rush Truck Centers of Texas, L.P.(E)(I)(T)	555 IH 35 South, Suite 500	New Braunfels	TX	78130	12/1/2023	11/30/2026	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services 724-23
Ryan Sanders Sports Turf Services(E)(I)(T)	3400 E. Palm Valley Blvd.	Round Rock	TX	78665	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Rydin Decal(E)(I)(T)	700 Phoenix Lake Avenue	Steamwood	IL	60107	12/1/2023	11/30/2026	Copy-Print and Document Management Services 716-23
Rykin Pump Company, Inc.(M)(E)(I)(T)	2333 N Jackson Ave	Odessa	TX	79761	7/1/2022	6/30/2025	Fueling Systems and Equipment 673-22
S & S HVAC Equipment(M)(E)(I)(T)	18085 West Little York	Katy	TX	77449	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
S & S Worldwide, Inc.(E)(I)(T)	75 MILL ST	Colchester	CT	06415	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
S2 Rentals and Sales, LLC(M)(E)(I)(T)	1050 River Glen West	San Antonio	TX	78216	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

City Council

Meeting Date: 5/20/2024 **Consent Agenda 41.**

SUBJECT
Motion to approve tax roll adjustments for the month of April 2024. The amounts adjusted represent a decrease of $53,429.57 for prior year taxes and a decrease of $86,701.21 for current year taxes. The aggregate adjustment represents a decrease of $140,130.78. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund.

PREVIOUS COUNCIL ACTION
Approves tax roll each year.

BACKGROUND
Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Approve motion.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
For the month of April 2024, tax revenues decreased by $140,130.78 in General Fund.

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
03 R 1	.00	.00	.00	16876.54-	.00	.00	.00	.00
03 TOTALS	.00	.00	.00	16876.54-	.00	.00	.00	.00
11 R 1	.00	.00	.00	.00	.00	.00	.00	253.48-
11 TOTALS	.00	.00	.00	.00	.00	.00	.00	253.48-
12 R 1	.00	.00	.00	20.04-	.00	.00	.00	.00
12 TOTALS	.00	.00	.00	20.04-	.00	.00	.00	.00
13 R 1	.00	.00	.00	82930.36-	.00	.00	.00	.00
13 TOTALS	.00	.00	.00	82930.36-	.00	.00	.00	.00
19 R 1	12.55	.00	.00	.00	.00	.00	.00	.00
19 TOTALS	12.55	.00	.00	.00	.00	.00	.00	.00
20 R 1	18759.87	.00	.00	295.86-	.00	.00	22.53	22.53-
20 TOTALS	18759.87	.00	.00	295.86-	.00	.00	22.53	22.53-
21 R 1	17263.48	.00	.00	5037.53-	159.59	.00	4197.25	4197.25-
21 TOTALS	17263.48	.00	.00	5037.53-	159.59	.00	4197.25	4197.25-
22 R 1	27754.71	.00	.00	12059.85-	185.54	.00	15218.34	16259.12-
22 TOTALS	27754.71	.00	.00	12059.85-	185.54	.00	15218.34	16259.12-
23 R 1	14492.93	.00	1879.23	101194.14-	4797.03	.00	84145.75	82851.49-
23 TOTALS	14492.93	.00	1879.23	101194.14-	4797.03	.00	84145.75	82851.49-
TOTALS	78283.54	.00	1879.23	218414.32-	5142.16	.00	103583.87	103583.87-

Tax Adjustments April 2024

	Prior Years Tax Year 2022 and Prior	Current Year Tax Year 2023	Total
+BASE	63,790.61	$ 14,492.93	$ 78,283.54
-BASE	(117,220.18)	$ (101,194.14)	$ (218,414.32)
Total	**(53,429.57)**	**(86,701.21)**	**$ (140,130.78)**

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	<-------------------TRANSACTIONS THIS PERIOD ---------------->					
BASE TAX BILLED	1851,476,401.37		66,719.23	206,850.01-	140,130.78-	1851,336,270.59
- BASE TAX PAID	1838,218,685.74	1,473,117.68	980.05-	72,830.17-	73,810.22-	1839,617,993.20
- BASE PAID FROM DEFERRED						
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	13,254,981.60					11,715,543.36
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY	26,509,345.37	101,701.19	51.45-	31.95	19.50-	26,611,027.06
INTEREST	10,871,553.28	61,693.89	21.25	146.84	168.09	10,933,415.26
COLLECTION FEE	14,317,048.37	56,142.41	39.63-	111.68	72.05	14,373,262.83
DISCOUNT						
UNAPPLIED	324,155.81	10,470.16	373.02-	66,941.21	66,568.19	401,194.16
DEFERRED						
TOTAL PAID	1890,240,788.57	1,703,125.33	1,422.90-	5,598.49-	7,021.39-	1891,936,892.51

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 42.**

SUBJECT
Motion to approve a property tax refund in the amount of $722.74 due to an overpayment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Stewart Title Company from parcel number 972-90011-070.

PREVIOUS COUNCIL ACTION
City Council has previously approved requests for refunds over $500.00 due to overpayments or erroneous payments as required by Section 31.11(a) of the Texas Property Tax Code.

BACKGROUND
As per section 31.11 (a) of the Texas Property Tax Code, "If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds." However, if the amount of refund exceeds $500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund.

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The City of Laredo will refund a total amount of $722.74 and will be paid from account #101-0000-222-03-00, Unapplied Payments (Tax).

Tax Assessor - Collector
P.O. BOX 6548 1102 Bob Bullock Loop 20
Laredo, Texas 78043 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	**VALDES INVERSIONES INC**
City, town or post office/state/zip code:	**13105 SPIVEY DR** **LAREDO, TX 78045**
Refund payable to:(if different from above)	
Name:	**STEWART TITLE COMPANY**
Address:	**1016 MONACO BLVD**
City, town or post office/state/zip code:	**LAREDO, TX 78045**

Property legal description:	LOT 7 BLK 11 KILLAM IND PARK V
Address or location of property:	13105 SPIVEY DR
Parcel number:	972-90011-070 / ID # 581672

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes Paid	Amount of tax refund requested
2023	3/8/2024	8,753.11	**722.74**
		Total Refund	**722.74**

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit due to an over payment. The account balance at the time of payment was $8,030.37, and payment with check# 93813 was done for $8,753.11. Therefore, overage remains unapplied.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Angelica Dany
Signature

3-25-2024
Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: Danina Winans 3/6/2024

This tax refund is _____ Approved _____ Disapproved

Dora Maldonado
Dora Maldonado-Tax Assessor-Collector

Date 5/2/24

T A X R E C E I P T

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: STEWART TITLE
1016 MONACO
LAREDO TX 78045

Receipt#: 443070 / 26770751
Batch: LARRIAGA 3/08/2024 02
Date paid: 3/08/2024

Account ID: 581672 Parcel number 972-90011-070- -
13105 SPIVEY DR PROPERTY TAX ROLL
Owner: VALDES INVERSIONES INC LOT 7 BLK 11 KILLAM IND PARK V

Year	Value	Rate	Base	Pen & Int	Atty fee	Total paid
2023 1 CITY TAX	3007939.00	0.53394	8,030.37			8,030.37
2023 1 CITY TAX						722.74U
	Year total:		8,030.37			8,753.11

Printed: 3/08/24 16:16:40 Receipt total: 8,753.11

Tender: CHECK 93813 8,753.11

Payment comment: CK 93813

Danina

Unapplied

Stewart Title Company
Escrow Accounts
1016 Monaco Blvd
Laredo, TX 78045

Texas Community Bank
6721 McPherson Rd
Laredo, TX 78041

93813

March 07, 2024

$8,753.11

PAY Eight Thousand Seven Hundred Fifty Three and 11/100 ********** Dollars

Void after 90 days

TO THE ORDER OF City of Laredo Tax Collector
PO Box 6548
Laredo, TX 78042

MEMO 2245886

⑈93813⑈ ⑆114924810⑆ 1010284893⑈

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
Phone: (956) 727-6403
3/13/24

Parcel number
972-90011-070- -

581672

VALDES INVERSIONES INC
13105 SPIVEY DR
LAREDO, TX 78045

Legal Description
13105 SPIVEY DR
LOT 7 BLK 11 KILLAM IND PARK V

*** * O U T S T A N D I N G T A X S T A T E M E N T * ***

TAX YEAR	BASE TAX	PENALTY/INT	OTHER +/-	TOTAL DUE
Total Due	.00	.00	.00	.00

This is a statement of your outstanding taxes as of 03/13/24.

IN CASES WHERE A LAWSUIT/TAX WARRANT HAS BEEN FILED, ATTORNEY'S FEES MAY ALREADY BE ASSESSED AND ADDITIONAL COURT COSTS AND ABSTRACT FEES MAY ALSO BE OUTSTANDING WITH OUR DELINQUENT TAX ATTORNEY FLORES, FLORES & CANALES, PLLC. THEY ARE LOCATED AT 5517 MCPHERSON ROAD, SUITE #15 OR YOU CAN REACH THEM AT 956-728-7474.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 43.**

SUBJECT
Consideration to approve the purchase of six Modular Aluminum Panel System Boxes (Trench Safety boxes) from United Rentals in the amount of $150,222.00 through the Houston-Galveston Area Council (H-GAC) Contract RN11 19. These boxes are essential to provide protection to workers when working in an excavated area greater than 4 feet when sloping and benching cannot be met to prevent a potential cave-in. Funding is available in the Waterworks Fund- 2022 Waterworks Revenue Bond.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
Currently the Water Distribution division has trench safety boxes that are reaching their useful life and need to be replaced. These trench safety boxes are needed to protect employees when working in trenches due to waterline breaks.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
To approve agenda item.

Fiscal Impact

Fiscal Year:	FY24
Budgeted Y/N?:	Y
Source of Funds:	2022 Waterworks Revenue Bond
Account #:	557-9879-535-9001
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
2022 Waterworks Revenue Bond 557-9879-535-9001, project ID WP18EQ

United Rentals

TRENCH SAFETY
BRANCH C26
7614 GRISSOM RD
SAN ANTONIO TX 78251-4708
210-684-7970

SALE QUOTE

232466590

Job Site

CITY OF LAREDO, UTILITIES
5816 DAUGHERTY AVE
LAREDO TX 78041-3337

Office: 956-791-7300 **Cell:** 956-721-2022

CITY OF LAREDO WATER SERVICE C
PO BOX 210
LAREDO TX 78042-0210

Customer #	: 3060201
Quote Date	: 04/29/24 09:09 AM
UR Job Loc	: 5816 DAUGHTERY AVE,
UR Job #	: 7
Customer Job ID:	
P.O. #	: QUOTE
Ordered By	: MIGUEL GOMEZ
Written By	: DENISE GRAYBEAL
Salesperson	: HOUSE ACCOUNT

This is not an invoice
Please do not pay from this document

Qty	Item number	Stock class	Unit of Measure	Price	Amount
1	****				149772.00
	MODULAR ALUMINUM PANEL SYSTEM BOXES				
	3 EACH SIZE: 10'L X 5'W X 10'T				
	3 EACH SIZE: 10'L X 10'W X 10'T				
	****				
	EACH BOX INCLUDES:				
	1 SET OF EXTENSION LEGS				
	1 SET OF LIFTING LUGS				
	1 EACH 4-WAY 10' CHAIN LIFTING BRIDLE				
	****				
	END				
	DELIVERY CHARGE				450.00
	SHIP TO: CITY OF LAREDO, UTILITIES				
	5816 DAUGHERTY AVE				
	LAREDO TX 78041-3337				

Sub-total:	150222.00
Estimated Total:	150222.00

UNITED RENTALS HGAC CONTRACT RN11 19

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT https://www.unitedrentals.com/legal/sale-agreement AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Consent Agenda 44.**

SUBJECT
Consideration to award a professional engineering contract to Lockwood, Andrews & Newnam (LAN) in the amount of $306,800.00 for benefit evaluation of Aquifer Storage and Recovery and System Storage considerations and assistance with WaterSMART Grant application. Funding is available in the Water Availability Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The request for statement of qualifications was advertised on February 11 and 18, 2024 and a preproposal meeting was held at Utilities Administration Conference Room on February 21, 2024. LAN was the only consultant that submitted a statement of qualifications and has prepared a team that is qualified to prepare the evaluation of aquifer storage and recovery for the City of Laredo.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
To approve the selection of LAN and authorize the contract to LAN.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Water Availability Fund
Account #:	557-4180-533-5526
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding available in the Water Availability Fund. Account # 557-4180-533-5526.

Benefit Evaluation of ASR and System Storage

City of Laredo Aquifer Storage & Recovery (ASR) Update, Use of Storage Considerations and Assistance with WaterSMART Grant Application

Proposal and Scope of Services

OVERVIEW:

Lockwood, Andrews & Newnam (LAN), in close coordination with City of Laredo (City) will provide the following:

1) Evaluate and provide recommendations regarding system storage including:
    a. Updates to prior ASR studies[1] to identify potential benefits;
    b. Use of the City's system storage with ASR and without ASR; and,
    c. Recommendations for incorporating ASR and additional storage or both.
2) Assistance with Bureau of Reclamation (BOR) WaterSMART Planning and Project Design Grant (No. R23AS00109), including:
    a. Detailed assessment of all requirements;
    b. Identifying and scheduling of application requirements to meet BOR response deadlines; and,
    c. Working with City, adapt and conform responses to support the ASR/storage evaluation project.

PHASE and TASK DESCRIPTIONS:

1.0 Project Management

Engineer's project management efforts shall include the following activities, and shall be based on the assumptions as stated where applicable:

- Develop work plan, budget, and schedule to guide production efforts for all project tasks.
- Coordination with the subconsultants to relay city directives, pertinent information and data from the city and other sources, facilitate coordination between subconsultants as necessary, review all draft submittals and communications, and identify need and manage subconsultant attendance at city or public meetings, as needed.
- Hold as-needed project phone calls with City staff to provide project updates and get their input.
- Develop project status call meeting agendas, guide meeting discussions, prepare meeting summaries, and distribute electronic (PDF) summaries to all parties in attendance [assume preparation of agendas and summaries for maximum of two (2) meetings].

[1] Specifically the *Step 2 Report, Feasibility Investigation, Aquifer Storage and Recovery System* submitted by CH2MHill, January 1999.

- Perform checks of deliverable documents (i.e., listed deliverables) to confirm incorporation of, or response to, all the City's review comments and/or requested action items.
- Prepare and submit monthly invoices for review and subsequent processing by City (assume maximum of 20 invoices). All invoices will include a brief summary of the project Tasks worked on during invoice period.
- Review and approve for submittal to the City all deliverables and reports.

2.0 Public Outreach

The public outreach program will be developed and carried-out by Liquid Studio Group (LSG) with the input and assistance of the Engineer and the project team. There will be an on-going, continuous stakeholder engagement program implemented by LSG and the Engineer.

- All stakeholder and public outreach meetings will be bilingual and timed to provide pertinent project information and to receive timely comments.
- Outreach and input will be solicited from three groups or audiences within the City:
    i. City staff direction
    ii. City Council input
    iii. Public (rate payer) input
- A dedicated City website will be established and maintained for the project.
- Public meetings will be held through a "Live Town Hall" meeting in each Council District and Social media will be used as a tool for output and input.

3.0 Water Demands, System Storage and ASR Enhancement

Projected water demands update from the City's recently completed Integrated Water Master Plan (IWMP) will be used and supplemented with current Region M approved projections, as needed. Pertinent to ASR efforts will be an understanding of the location of likely population growth, recent and planned developments, and other centers of focused water demand. These efforts will use updated Region M regional plan information as well as information provided by the City and LSG.

- After review and any adjustments to the Laredo IWMP projections, the disaggregation of those demands will be done using either the most current Traffic Analysis Zones (TAZs) provided by the City or 2010 Census geography if Census tracts and/or blocks appear to improve development, analysis, or presentation of water demand.
- The existing or current water supply available to the City will be based on the Laredo IWMP. As with the demands, any adjustments to account for additional supply, loss of supply, or other pertinent information will be identified and completed.

- Understanding how ASR could potentially supplement or provide conjunctive use with City's water storage[2] is a critical component of this project. If ASR can be enhanced with existing system storage or if new storage could be justified for this reason, then the viability and flexibility of meeting demands, will be improved. Whether that be the short-term 'emergency' demands, long-term future water demands based on the City's growth, or either short-term or long-term demands based on the characteristics and location of demands within the City's system. This task will be an effort to identify such demand centers within proximity to possible ASR sites.

  Deliverables:

  i. Prepare draft technical memorandum of needed updates preparatory to the ASR/System storage evaluation.
  ii. Prepare updates or edits to the Laredo IWMP report, as needed.
  iii. Address comments from the city after submittal of the draft memorandum, discuss, as needed, and incorporate in a final version.

4.0 Aquifer Storage and Recovery Evaluation

As discussed by Lambert (2004), the CH2MHill study assessed the feasibility of using aquifer storage and recovery ("ASR") to store water in the Laredo Aquifer. Since the completion of the 1999 report (and preceding 1996 report), ASR technology, drilling techniques, and aquifer data have improved. The following Tasks will allow us to re-evaluate the potential for the city to utilize the local formations to store water for future demands.

Task 4.1 Research, Data Compilation, and Regulatory Considerations

We will bring the available data together to update the CH2MHill reports. We will focus on additional data obtained since completion of the CH2MHill report, and how the data affects our evaluation of local ASR feasibility. Data collected during Task 1 will be compiled into formats necessary for using in mapping, modeling, and data analysis. As applicable, data will be compiled into a geodatabase for use within GIS software.

Our evaluation of the local formations will integrate available data collected through drilling and testing by local water suppliers as well as drilling conducted for rig supply water in areas north of Laredo. We will also incorporate available conceptual model data for the local aquifers that was developed as part of the Texas Water Development Board's Groundwater Availability Modeling program. Finally, we will work with the city to reach out to local landowners and request data which may not yet be publicly available. Data may include updated stratigraphy, structure, hydraulic properties, and water quality.

The ASR feasibility study conducted by CH2MHill was limited to vertical wells completed in the Laredo Aquifer. While this approach may remain viable, the city should consider alternative well

[2] Define 'water storage' – ground storage etc.

construction methods including the installation of one or more horizontal or directionally-drilled wells to increase connection to the formation sands. As part of Task 1, we will compile information necessary to assist with consideration of alternatives to traditional vertical well completion.

Regulatory considerations can be one of the biggest hurdles to getting an ASR system up and running. For an ASR system, jurisdiction over the authorized injection and extraction lies with the Texas Commission on Environmental Quality ("TCEQ"). During Task 1 we will summarize the applicable rules and meet with TCEQ to discuss the proposed system, anticipated requirements for an ASR system permit for the City, and any foreseeable hurdles to obtaining the permit.

Task 4.1 Deliverables:

- Geodatabase with compiled hydrogeologic data.
- Slides summarizing
    - Compiled hydrogeologic data.
    - Well completion alternatives.
    - Regulatory requirements.

Task 4.2 Hydrogeological Analysis and Model Development

Data assimilated during Task 1 is the basis for developing local mathematical models of the subsurface conditions. We anticipate using the compiled data to prepare maps of the local formation structure, lithology, water levels, and hydraulic properties. These hydrogeologic data evaluations will help us focus on developing a model that is well-suited for analysis of potential ASR systems. We will begin with the regional groundwater availability model that covers Webb County. We will extract a local sub-model from the regional model then update it as needed to reflect local aquifer conditions.

The local City of Laredo ASR model will incorporate the local stratigraphy, hydraulic properties, and water quality into a combined groundwater flow and transport model. This combined model will provide the city with a robust tool for predicting the amount of water that can be stored during periods of excess supply, how the stored water may interact with the native groundwater, and the recoverability of the stored water for use during periods where demand exceeds other water supplies. The modeling tool will also help us identify constraints associated with operation of the system and test methods for mitigating those constraints.

One of the most difficult questions to address prior to obtaining site-specific formation samples is the potential geochemical reactions that may occur. As the source water is injected for storage, the water may react with the formation material (that is, rock or sand) and dissolve trace constituents. One of the primary concerns with any ASR system is the potential for source water to mobilize trace amounts of arsenic through dissolution of formation material. While there will be a high degree of uncertainty associated with our assessment, we will draw upon available data and our understanding of the formations to discuss potential geochemical reactions with the source water. As a part of this discussion and evaluation we will assess if the

available data is sufficient for the development of geochemical reaction model using the PHREEQC modeling code.

Task 2 Deliverables:

- Local groundwater flow and transport models.
- Geochemical reaction model (if data are insufficient for a working model, the framework will still be provided for future use).
- Slides summarizing
    - Hydrogeologic evaluations.
    - ASR model development.
    - Geochemistry and geochemical reaction modeling.

4.3 ASR Modeling and Testing Plan

We will work with the city to identify optimal locations for ASR wells relative to existing infrastructure, regulatory requirements, and aquifer conditions. We will then use the modeling tools to optimize locations relative to the potential for storage and recovery. In addition, these numerical evaluations will help us identify locations where obtaining site-specific data would most benefit our understanding of the local hydrogeologic conditions. As part of our reporting on the results, the project team will prepare maps illustrating the ASR well and connection locations.

Using the hydrogeologic evaluations and modeling results, we will prepare a testing plan, with preliminary costs for implementing the plan, to obtain site-specific aquifer characteristics necessary for final design of an ASR system. We will prepare detailed specifications for a drilling and testing program to assess site-specific formation hydraulic properties and water quality characteristics. The specifications will be prepared to allow the City to incorporate standard contract provisions for soliciting a drilling contractor.

Task 4.3 Deliverables:

- Maps illustrating proposed well and testing locations.
- Drilling and testing specifications.
- Slides summarizing model simulation results.
- Discussion of potential conjunctive use of ASR with system storage and recommendations.

4.4 Evaluation of Short-term Water Supply Needs and Potential ASR/Storage Conjunctive Use

The evaluation of short-term water needs conducted in the 2023 Laredo IWMP will be summarized and the needs relevant to short-term water storage supply identified.

We will use a matrix evaluation to correlate the values (such as quantities, cost estimates, etc.) of potential ASR locations, considering them both as stand-alone locations and in conjunction

with existing storage. We will prepare and discuss with the city management a summary of the potential effectiveness and value of ASR in meeting the City's short-term supply needs. The short-term supply report will be provided as a technical memorandum that will include an analysis of the efficiencies gained from co-siting with ASR or adding additional tank storage to fulfill these needs.

Collaboration with the city to pinpoint optimal ASR well locations, considering existing infrastructure and aquifer conditions. Our modeling tools will aid in optimizing these locations for storage and recovery potential, will be conducted. The numerical evaluations will also identify locations where site-specific data can enhance our understanding of local hydrogeologic conditions. The team will produce maps to illustrate the proposed ASR well and connection locations in our report.

Addressing potential geochemical reactions, remains a challenge before obtaining site-specific formation samples. As the source water is injected for storage, the water may react with the formation material (that is, rock or sand) and dissolve trace constituents. One of the primary concerns with any ASR system is the potential for source water to mobilize trace amounts of arsenic through dissolution of formation material.

Task 4.4 Deliverables:

- Maps illustrating proposed well and testing locations.

4.5 Use of Ground Storage and Possible Integration with ASR

LAN's approach includes a critical evaluation of the combined performance and benefits of proposed ASR and storage. We will assess the potential advantages of integrating existing and additional ground storage with ASR. Our evaluation will consider the use of ground storage both stand-alone and in conjunction with favorable ASR locations. This combination can potentially overcome constraints like limited quantity.

Undertaking this challenge, LAN's task leader and our ASR subconsultants will utilize information from the IWMP about area demands, available pipe networking for the areas of interest, and crucial reality checks with the City's system operators and managers.

Review with City Staff and Preparation of Updated ASR Evaluation Report Identification of ASR Locations. We will display the locations of potential ASR facilities and associated ground storage tanks, as appropriate, on a color-coded map. This color-coding will indicate each site's potential to provide useful quantities of supply. We will identify each ASR site that shows promise for meeting short-term needs or offering other operational benefits.

The report will assess the vulnerability of ASR sites to various limitations, such as water quantity potential, facility costs, and site constraints. LAN will present a table summarizing these constraints and setting realistic expectations for developing ASR sites. This table will serve as a convenient tool for prioritizing and updating the IWMP and associated CIP in the coming years.

Task 4.5 Deliverables:

- Maps illustrating proposed well and testing locations will be updated to identify potential ‘conjunctive use’ locations.
- Constraints and expectations will be included in a technical memo and final report and presentation(s).

4.6 ASR System Cost Estimates

We will use the data collected and simulations of potential ASR systems to refine our testing plan, including updates to the associated costs, for identifying critical hydraulic, geochemical, and water quality conditions. We will also develop an opinion of probable construction cost for the optimal ASR system(s) to supplement and support the City of Laredo’s water supply needs.

Considering the expected water quality, quantity, location, and related factors, we will calculate the anticipated costs for treatment and delivery. This includes evaluating pumping and piping costs, as well as annual operation and maintenance costs.

We will estimate the cost per 1,000 gallons based on the expected quantities from ASR supplies. The probable costs (both capital and operational) of ASR supplemental supplies will be itemized to help City management assess the benefits (such as water supply quantity) against anticipated costs. We will discuss the anticipated final cost for incorporating the recommended ASR/storage tank additions with City management and include this in the final ASR/storage tank report.

Just like with the Laredo IWMP, there is a need for updates, corrections, and adjustments due to the dynamics of growth, unexpected demands, and aging water infrastructure. LAN’s communication, led by Gene Belmares, will maintain openness for both scheduled, formal discussions with the City, as well as as-needed, informal ones.

Gene Belmares will organize and oversee our public outreach, responding to ongoing discussions with City Staff. His firm possesses the necessary tools and database to excel in this outreach, a capability they have demonstrated previously during public meetings and City Council workshops on the IWMP.

Task 4.6 Deliverables:

- Cost estimates will be added to and discussed in a technical memo and incorporated in the final report.

4.7 Final Report and Presentation

A final project report incorporating the summaries from previous tasks will be prepared in draft for review with the city staff.

Task 4.7 Deliverables:

- Report sections related to the local hydrogeologic conditions, modeling, and potential ASR systems.
- Presentation slides for final reporting.

5.0 Bureau of Reclamation (BOR) WaterSMART Application.

The BOR has issued a Funding Opportunity Notice (FON)[3] for a WaterSMART grant that aligns with the objectives of this project. The grant can provide substantial funding assistance to the city to help cover the project costs. The following tasks will be managed and completed by LAN in cooperation with the City Staff to prepare a robust application for these funds:

- Application for Federal Assistance
    - 3 pages long, mostly information inputs – no narratives or attachments needed.
- Budget Information: Non-construction programs or construction programs
    - 3 pages, will require detailed budgetary information from the applicant and forecasted budget needs for the project.
- Assurances: Non-construction programs or construction programs.
    - Non-Construction Program Document: Read, agree too, and sign two-page document.
- Unique Entity Identifier (UEI) and System for Award Management (SAM) registration
    - Requires registration and review of entity with SAM if no number exists already.
- Technical Proposal
    - Limited to 20 pages.
    - Content of Proposal
        - Title Page
        - Table of Contents
        - Executive Summary
            - Date, applicant name, city, county, state.
            - Indicate which task you are applying under.
            - Indicate whether you are a Category A applicant, Category B applicant, or a drought contingency planning applicant.
            - One paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, concerns in your project area, and how this project is expected to help alleviate impacts of those conditions, and identification of any planning documents that support the project.
            - State the length of time and estimated completion date for the proposed project (month/year).
            - Whether or not the proposed planning or design effort is focused on a federal facility or will involve federal land.
        - Project location

[3] Notice of Funding Opportunity No. R23AS00109

        - Project description
            - A deeper comprehensive description of the technical aspects of your project, including the specific activities to be accomplished and the approach to complete the work.
        - Evaluation Criteria
- Budget Narrative
    - The total project cost is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project.
- Environmental and Cultural Resources Compliance (if applicable)
    - If the project includes monitoring, measurement, or other field work, environmental and cultural resources compliance may be required. Proposals that include on the ground activities should answer the questions from *Section H.1. Environmental and Cultural Resource Considerations* in the section.
- Required Permits and Approvals (if applicable)
    - Applicants must state whether any permits or approvals are required and explain the plan for obtaining them.
- Overlap or Duplication of Effort Statement (if applicable)
    - Applicants should provide a statement that addresses if there is any overlap between the proposed project and any other active or anticipated proposals or projects in terms of activities, costs, or commitment of key personnel. If any overlap exists, applicants must describe the overlap in their application for review.
    - Applicants should also state if the proposal submitted under this program does or does not duplicate any proposal or project that has been or will be submitted for funding consideration to any other potential funding source – whether it be Federal or non-federal.
- Conflict of Interest Disclosure Statement (if applicable)
    - Applicants should state in the application if any actual or potential conflict of interest exists at the time of submission. Submission of a conflict-of-interest disclosure or certification statement is mandatory prior to issue of an award.
- Uniform Audit Reporting Statement (if applicable)
    - All U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations expending $750,000 USD or more in Federal award funds in the applicant's fiscal year must submit a single audit report for that year.
- Disclosure of Lobbying Activities (if applicable)
    - Fill out and sign one-page form.
    - This form cannot be submitted by a contractor or other entity on behalf of an applicant.
- Letters of Support (if applicable)

- Include any letters from interested parties supporting the proposed project. No minimum number of letters is listed.

Task 5.0 Deliverables:

- Application sections, forms, go-by resolutions and/or letters of support, and other documents as identified during the application completion process will be prepared and submitted to the city.

Lockwood, Andrews & Newnam, Inc.
A SUBSIDIARY OF LEO A DALY

Level of Effort Spreadsheet
Release Date: April 18,2024

City of Laredo - ASR/System Storage Evaluation and WaterSMART Application

Phase / Category		Task	Labor (hours) Principal	Project Manager	Senior Engineer	Project Engineer	EIT	CADD	Admin	Labor Cost per Task	Labor Cost Per Phase	LAN Expense Cost per Phase	Subcontract Expense	Total Cost per Phase
1.0 Project Management			**3**	**55**	**17**	**38**	**38**	**2**	**44**		**$36,600**	**$500**		**$37,100**
	1.1	Project Kick-off meeting		3	1	3				$1,550				
	1.2	Develop Work plan, budget, schedule & coordination with City directives	1	4	2	5	4	2		$3,560				
	1.3	Client Coordination Meeting	1	4	1	4	6		4	$3,630		$500		
	1.4	Prepare & submit monthly invoices (=12)		8	1	3	4		12	$4,750				
	1.5	Project Schedule and monthly updates		4	4	4	8		8	$4,760				
	1.6	Subconsultant contracts & management (phone & other communications)		8		6	8		8	$5,200				
	1.7	Ongoing project status calls (project calls as needed with City Staff)		8	2	3	3		8	$4,360				
	1.8	External - project status calls: (=12) schedule, prepare and distribute agenda, conduct meetings, and provide/distribute summaries and action items		8	4	4	5		4	$4,820				
	1.9	QC checks of deliverables to confirm incorpoaration of, or proper response to, all City review comments and directives regarding the final report	1	8	2	6				$3,900				
2.0 Public Outreach				**5**		**5**	**16**	**6**			**$5,300**	**$1,500**	**$10,000**	**$16,800**
	2.1	Subcontract - Liquid Studio Group											$10,000	
	2.2	LAN support (data, review, summaries, etc.)		2		2	8	4		$2,520				
	2.3	Prepare & attend Public Mtg (1) & City staff/council mtgs (2)		2		2	4	2		$1,700		$1,500		
	2.4	Follow-up to address public comments		1		1	4			$1,000				
3.0 Water Demands Update & Disaggregate per ASR potential				**19**	**4**	**14**	**28**				**$12,200**		**$1,500**	**$13,700**
	3.1	Projected water demands, extract & confirm from IWMP		1		2	2			$920				
	3.2	Disaggregate water demands using TAZ, as needed, for ASR evaluations		1	1	1	2			$950				
	3.3	Confirm existing water supply available to City (update IWMP as needed)		1		1				$440				
	3.4	ASR water supply estimates												
	3.4.1	Estimate available ASR supply typically available from storage/output into and out of the Laredo Aquifer (typical ASR supply)		2		2	6			$1,720				
	3.4.2	Identify optimal ASR location(s) relative to potential supply (optimal ASR supply & location)		4		2	6			$2,200				
	3.5	Prepare draft technical memo for review and discussion on ASR typical and optimal supply estimates, potential ASR location(s), including discussion of ASR benefit for 'emergency' water supply needs		2	1		4			$1,270				
	3.6	Develop approach for modeling of potential conjunctive use ASR with existing system storage		2	1					$710				
	3.7	Prepare technical memo on potential benefits of conjunctive use of ASR and system storage		2	1	2	4			$1,670				
	3.80	Meeting with City staff to review		2		2				$880				
	3.90	Incorporate City staff comments and prepare final memorandum		2		2	4			$1,440				
		Input/review & comments - Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater)											$1,500	
4.0 Aquifer Storage & Recovery - Research, Data Compliation and Regulatory		**Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater)**		**2**		**4**	**8**		**4**		**$2,900**		**$29,000**	**$31,900**
		Input/comments from LAN regarding task		2		4	8		4	$2,880				
5.0 Aquifer Storage & Recovery - Hydrogeological Analysis and Model Development		**Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater)**		**2**	**2**	**8**	**8**		**4**		**$4,200**		**$47,500**	**$51,700**
		Input/comments from LAN regarding task		2	2	8	8		4	$4,140				
6.0 Aquifer Storage & Recovery - ASR Modeling and Testing Plan		**Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater)**		**4**	**2**	**4**	**8**		**4**		**$3,900**		**$56,000**	**$59,900**
		Input/comments from LAN regarding task		4	2	4	8		4	$3,820				
7.0 Report, Cost Estimates, & Presentations		**Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater)**		**6**	**8**	**16**	**26**		**6**		**$10,900**		**$56,000**	**$66,900**
		Cost Estimates												
		ASR options		4	4	8	14		4	$5,920				
		ASR/System Storage Options		2	4	8	12		2	$4,920				
8.0 Bureau of Reclamation - WaterSMART Application				**24**		**36**	**104**		**10**		**$28,800**			
		Identify all BOR application requirements and documentation needed		4		4	14		4	$4,200				
		Prepare Timeline for preparing application requirements, including support letters, resolutions, etc.		2		6	12			$3,360				
		Prepare and provide City with all required applicant information, statements, registrations, etc.		1		4	12			$2,720				
		Draft resolution for City support		1		4	10			$2,440				
		Draft resolution or letter, as appropriate, for Webb County and individual water system support		2			10			$1,880				
		Draft support letters for other identified public stakeholders		2			10			$1,880				
		Draft Project and Budget Narrative statements		4		8	6			$3,400				
		Prepare checklist for final submittal of all required application components, including support documentation		4		6	14			$4,120				
		Geotechncial Subconsultants (Thornhill Group, Inc and KT Groundwater) input on project plan and budget narrative												
		Monitor progress to meet BOR deadline & QA/QC of final application package and submit to City for final review and submittal		4		4	16		6	$4,720				
Totals											$104,800	$2,000	$200,000	**$306,800**

CITY OF LAREDO – UTILITIES DEPARTMENT – RFQ – PROFESSIONAL ENGINEERING SERVICES FOR EVALUATION OF AQUIFER STORAGE AND RECOVERY AND GRANT APPLICATION ASSISTANCE

PUBLIC NOTICE

The City of Laredo Utilities Department is requesting interested firms and/or engineers to submit six (6) Hard Copies & One (1) complete copy of Proposal on a flash drive of Statements of Qualifications (SOQ) containing responses to the attached RFQ by 4:00 p.m. on Thursday, February 29, 2024.

A non-mandatory Pre-Proposal Web Conference will be held on February, 21, 2024 at 11:00 a.m. at the City of Laredo Utilities Department Conference Room.

The professional engineering services required for this work will include, but are not limited to the tasks listed below.

1. **Review, survey and assemble the background information from the 1999 CH2MHILL report.**
2. **Review short-term supply needs of water storage.**
3. **Review the use of ground storage tanks or other constructed facilities.**
4. **The use of Aquifer Storage and Recovery (ASR).**
5. **Use of storage integrated with demand reduction (during drought cycles) and optimizing delivery of Rio Grande source supplies.**
6. **Preparation of a Bureau of Reclamation WaterSMART grant application and supporting documents pursuant to Notice of Funding Opportunity.**
7. **Review compatible water supply with the city's existing treated water supply, provide maps and exhibits of proposed ASR locations.**
8. **Estimate quantities of supplemental ASR available.**
9. **Develop constraints on the use of ASR supply including the hydraulic limitations.**
10. **Develop statements of probable cost for the ASR facilities.**

No response is necessary from firms not interested in performing this project.

Please deliver your SOQ to the attention of:

Mr. Arturo Garcia, Jr., P.E., CPM.
Utilities Department, City of Laredo
Ref: PROFESSIONAL ENGINEERING SERVICES FOR EVALUATION OF AQUIFER STORAGE & RECOVERY & GRANT APPLICATION ASSISTANCE
5816 Daugherty Avenue
Laredo, Texas 78041

Please read the attached information carefully. Statements of qualifications, which do not comply with all the requirements, will be deemed non-responsive and the firm and/or consultant will not be considered for the project.

For additional information, please contact via email only, Mr. Arturo Garcia, Jr., P.E., CPM, at agarcia10@ci.laredo.tx.us.

CITY OF LAREDO

UTILITIES DEPARTMENT

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

EVALUATION OF AQUIFER STORAGE AND RECOVERY AND GRANT APPLICATION ASSISTANCE

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SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background:

To supplement its current water supplies available from the Rio Grande River, the City of Laredo is evaluating sources of additional water supply and methods to access those supplemental supplies. The additional or supplemental supply will help address two needs:

1) Short-term needs that would occur due to an outage or inability to divert and treat from the Rio Grande[1]; and,
2) Long-term needs that are forecasted to occur shortly after the year 2040 (see the Region M Regional Water Plan) and provide for the additional need through the year 2070.

The successful firm will need to build on prior studies[2] and further evaluate ASR as a tool in meeting short-term supplemental water supply needs.

B. Overview

For purposes of supplying short-term needs (#1 above) further investigation of water storage is needed in two areas:

i. the use of ground storage in tanks or other constructed facilities;
ii. the use of Aquifer Storage and Recovery (ASR); and,
iii. the conjunctive use of storage integrated with demand reduction (during drought cycles) and optimizing delivery of Rio Grande source supplies.

The selected firm will provide an evaluation of the use of ASR, including an update of the 1999 CH2MHill Feasibility Study. In addition, the selected firm will assist with the preparation of a Bureau of Reclamation WaterSMART grant application and supporting documents pursuant to Notice of Funding Opportunity No. R23AS00109.

C. Goals & Objectives

The goals for the ASR Evaluation are to update prior efforts (see the 1999 CH2MHILL report) regarding feasibility of ASR providing, totally or in part, the water needs associated with A.1. above.

In support of the feasibility evaluation of providing short-term supply compatible with the city's existing treated water supply, the selected firm will provide maps and exhibits to show ASR recommended locations, estimated quantities of supplemental ASR water supply available, constraints on develop of ASR supply including the hydraulic limitations both current and accruing over time, water quality compatibility estimates

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[2] Specifically, the *Aquifer Storage and Recovery System, Step 2 Report, Feasibility Investigation* prepared by CH2MHILL dated January 1999 and pertinent sections of the *Laredo Integrated Water Master Plan* prepared by Lockwood, Andrews & Newnam, Inc. and dated June 2023.

based on available information, and cost estimates for ASR facilities including any required pretreatment facilities.

The second objective is to secure federal grant funding. The selected firm will be familiar with the Bureau of Reclamation's (BOR) WaterSMART application and be able to demonstrate success in applying for, performing, and successfully completing BOR WaterSMART grant programs.

It is the goal of the City to incorporate the supplemental (short-term supply) into the City's system as soon as it becomes available.

SECTION II. STATEMENT OF WORK

ASR Feasibility Update:

1. Review and update pertinent information and findings of the 1999 CH2MHill ASR Feasibility Report
    a. Include discussion of any new or updated geological information
        i. Updated information on Laredo Aquifer and other formations that could serve as ASR reservoirs
        ii. Identify potential alternatives for local aquifer storage or for local aquifer storage in combination with existing or new ground storage tanks
    b. Identify and discuss any new or updated information on improved methods for ASR that could enhance feasibility.
    c. Provide an updated report to summarize the feasibility of local ASR as a measure in addressing the City's short-term demands.
    d. Report on additional testing required to identify critical aquifer hydraulic and water quality conditions.
    e. Summarize regulatory requirements related to ASR system permitting and operation.
2. Based on the reported findings, as needed, identify, and provide a discussion of operational requirements for integrating the ASR operation into the City's water operations:
    a. Provide system maps and/or exhibits to identify recommended ASR well and connection locations;
    b. Provide a detailed description of the hydraulic conditions of the local formation(s) recommended for ASR operations and identify major constraints (such as, head build-up or recoverability) as well as recommendations for mitigating those constraints;
    c. Identify the anticipated water quality for ASR source(s) and recommendations regarding treatment prior to storage, compatibility with the formation water, and potential geochemical reactions; and,

d. Discuss issues related to recovery of stored water including blending and compatibility with the City's existing supply and any potential need for pre-treatment of the recovered water prior to adding to the City's distribution system.

3. Provide an estimate of anticipated cost for all components of the recommended ASR system including conveyance and delivery to include:
    a. The anticipated cost of recommended field testing;
    b. Regulatory accounting and reporting;
    c. Construction of ASR wells and well field components;
    d. Water treatment prior to injection; and,
    e. Estimate of operation and maintenance cost, including any required pretreatment or conditioning prerequisite to deliver into the City distribution system.
    f. Provide the estimated cost per 1,000 gallons of ASR supply delivered to the City's system
    g. Provide an updated report to summarize the feasibility of local ASR as a measure in addressing the City's short-term demands.
    h. Report on additional testing required to identify critical hydraulic conditions.
4. Based on the reported findings, as needed, identify, and provide a discussion of operational requirements for integrating the ASR operation in the City's water operations:
    a. Provide system maps and/or exhibits to identify recommended ASR locations;
    b. Provide a detailed description of the hydraulic conditions of the local aquifer(s) recommended for ASR operations and identify major constraints (head build-up, water quality and compatibility issues) as well as recommendations for mitigating those constraints; and,
    c. Identify the anticipated water quality for ASR sources and recommendations regarding blending and compatibility with the City's existing supply, including the need for pre-treatment of the ASR source prior to adding to the City's distribution system.
5. Provide an estimate of anticipated cost for all components of the recommended ASR operation including conveyance and delivery to include:
    a. The anticipated cost of recommended field testing;
    b. Construction of ASR wells and well field components; and,
    c. Estimate of operation and maintenance cost, including any required pretreatment or conditioning prerequisite to deliver into the City distribution system.
    d. Provide the estimated cost per 1,000 gallons of ASR supply delivered to the City's system

BOR WaterSMART Grant Support:

1. Assist the City in identifying all requirements of the BOR solicitation R23AS00109 and develop an action plan to complete all requirements prior to the deadline of April 2, 2024. Sufficient time must be included for City staff review and approval of application responses.
2. Application responses should be optimized and complete, putting the City's ASR effort forward in a manner that BOR will recognize as compatible with the grant requirements.
3. The selected firm will assist the City by building a checklist for all grant application tasks, reviewing the checklist with the City staff, and monitoring its compliance and approval to ensure timely submittal.
4. The selected firm will provide City staff with any reports, presentations, or other information needed to present to City working groups, department managers, and City Council (as needed).
5. The selected firm will coordinate with the BOR staff as needed to support the city's application.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFQ.

Consultants shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

B. Official Means of Communication:

All official communications from the City to consultants will be via postings on an electronic solicitation notification system, the Cit-E-Bid System. The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon consultants to carefully and regularly monitor the Cit-E-Bid System for any such postings.

C. Inquiries:

Prospective consultants may make written inquiries by e-mail before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ should be referred to:

E-Mail: agarcia10@ci.laredo.tx.us
Subject Line: RFQ - PROFESSIONAL ENGINEERING SERVICES FOR EVALUATION OF AQUIFER STORAGE AND RECOVERY AND GRANT APPLICATION ASSTANCE

Response to consultants' inquiries will be published as addenda on the Cit-E-Bid System in a timely manner. Consultants cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested consultant, representative, or consultant find any part of the tasks listed, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Modification or Withdrawal:

Qualification statements may be modified or withdrawn by the consultant prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors.

The Purchasing Manager may waive such informalities or allow the consultant to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make selection only to responsible consultant. The City reserves the right to assess consultant responsibility at any time in this RFQ process and may not make a responsibility determination for every consultant.

H. Acceptance of RFQ Terms:

A statement submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the consultant shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the consultant of all terms and conditions as set forth herein. A consultant shall identify clearly and thoroughly any variations between its proposal and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

I. Confidential/Proprietary Information:

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the consultant. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The consultant may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

J. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful consultant to perform in accordance with these obligations may result in cancellation of the award and such consultant may be removed from future solicitations.

K. RFQ Cancellation:

The City reserves the right to cancel this RFQ at any time, without penalty.

L. RFQ Response/Material Ownership:

All material submitted regarding this RFQ becomes the property of the City of Laredo, unless otherwise noted in the RFQ.

M. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

N. Non-Discrimination:

The consultant shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

O. News Releases:

Neither the City, nor the consultant, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

P. Taxes:

The City of Laredo is exempt from all federal excise taxes and all Texas State and local government sales and use taxes. Where applicable, consultant will be responsible for payment of use taxes.

Q. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

R. Availability of Funds:

Financial obligations of the City of Laredo payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

S. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary. The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Consultant shall require each of their employees to wear ID badges or uniforms

identifying: the Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

T. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Consultants shall submit in a sealed package:

- Six (6) Hard Copies and One (1) complete copy of Proposal on a flash drive.

To facilitate the evaluation, consultant shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email. Submittals shall be limited to no more than 30 single sided sheets not including resumes and representative project sheets. Late proposals will not be accepted. It is the responsibility of the consultant to ensure that the proposal is received at the City of Laredo's Purchasing Division on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFQ Number
- RFQ Title
- Due Date and Time

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive. The Proposal must not exceed **30** total pages (with the front counting as one page, most or all 8. x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal. All representative projects (ten maximum), and resumes (two pages maximum) shall be included in the appendices.

A. **Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, stating if your company is proposing on both or either MP RFQ scopes, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.

2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

C. Use of Subcontractors/Partners. There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, services to be provided, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

D. Minimum Mandatory Qualifications. Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, B. Failure to meet or exceed these requirements will disqualify your response.

E. Evaluation Criterion - Consultants will be evaluated on the following responses:

#1 - Company and Personnel Experience (50 Points)

1. Describe your customer service philosophy and how this project will be managed to get the best value design product for the City.
2. Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
3. List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
4. List similar water and wastewater line projects that have been completed by proposed key personnel.
5. Provide **completed** representative projects of similar nature as required in the Minimum Qualifications (Section II, B). Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
6. Propose how the consultant will manage project to meet project goals and objectives. How does the consultant propose to structure the organizational chart to ensure that project goals and objectives are met.
7. Propose the methods and timeline of communication your firm will use with the City's project managers and other City staff.
8. Any consultant proposing on the projects shall also provide five representative projects in the last ten years with cities of similar size. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

#2 - Project Approach (40 Points)

1. Explain your understanding of the project objectives and desired results for project.
2. Identify approach for developing communication with City of Laredo staff.
3. Describe specific project challenges you anticipate with project and how you propose to resolve these challenges.
4. Describe any project approaches or ideas that you would apply to grant assistance that you feel would enhance the quality of your services.
5. How will the project team manage quality control throughout the completion of the project?
6. Describe other scope items you would suggest to enhance development of the ASR/Grant assistance work.

#3 – Schedule (10 Points)

1. Provide a specific timeline showing milestones and completion dates. The consultant will be evaluated on their ability to complete their scope of work within the proposed dates?

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFQ will be evaluated by a committee in accordance with the criteria described and in accordance with City of Laredo Ordinance No. 2018-O-175. Total scores will be tabulated and

committee member's scores will be normalized to complete the ranking portion of the evaluation. The highest ranking firms will be requested for presentation to the staff and City Council.

If the City requests presentations by short-listed firms, committee members may revise their initial scores based upon additional information and clarification received in this phase.

If your company is invited to give a presentation to the committee, these dates may not be flexible. In preparing responses, firms should describe in detail how they propose to meet the item identified in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified firm for this contract.

A presentation and/or demonstration may be requested by short-listed firms prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Consultant

The City of Laredo awards contracts to responsible vendors only. The City reserves the right to make its consultant responsibility determination at any time in this RFQ process and may not make a responsibility determination for every consultant.

The City of Laredo defines a "Responsible Consultant" as one who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine a consultant's responsibility. If the consultant fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the consultant non-responsible if such failure is unreasonable.

EXHIBIT 1

PROPOSAL ACKNOWLEDGEMENT

The consultant hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFQ, except where expressly described in your cover letter.

_____
Original Signature by Authorized Officer/Agent

_____ _____
Type or printed name of person signing | Company Name

_____ _____
Title | Phone Number

_____ _____
Vendor Mailing Address | Fax Number

_____ _____
City, State, Zip | Proposal Valid Until (at least for 90 days)

_____ _____
E-Mail Address | Website Address

Project Manager:

_____ _____
Name (Printed) | Phone Number

_____ _____
Vendor Mailing Address | Fax Number

_____ _____
City, State, Zip | Email Address

RFQ #

EVALUATION OF AQUIFER STORAGE AND RECOVERY AND GRANT APPLICATION ASSISTANCE

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization_____

Address_____

Authorized Signature_____

Title_____

Date_____

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report 45.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report 46.**

City Council

Meeting Date: 5/20/2024 **Staff Report 47.**

SUBJECT
Staff report with possible action by the Human Resources Department on the Anti-Obesity Medication Program.

PREVIOUS COUNCIL ACTION

BACKGROUND

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

City Council

Meeting Date: 5/20/2024 **Staff Report 48.**

SUBJECT
Staff report and presentation with possible action by the Human Resources Department on the Retiree Incentive Program.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
N/A

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report 49.**

SUBJECT
Presentation with possible action on status of all the American Rescue Plan Act (ARPA) funded projects and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

BACKGROUND

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION

Fiscal Impact

Fiscal Year:
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Staff Report**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Closed Session 50.**

SUBJECT
Request for Executive Session under Texas Government Code 551.071 related to contemplated litigation initiated by the City of Laredo against 407 Shiloh Dr., Laredo, Texas 78045, operating as Panitas Bar, and any other matter incident thereto.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Laredo Mass Transit Board 51.**

SUBJECT
Consideration to authorize the City Manager to execute a contract for the purchase of seven 35 ft. L/F Compressed Natural Gas (CNG) buses for $705,470.00 each, for a total amount of $4,938,290.00 from Gilling L.L.C. ("Gilling") utilizing the State of Washington Contract #06719-01. Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration (FTA) and in the 2018 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
On 01/16/2024, City Council approved to accept and execute the Federal Transit Administration (FTA) FY2022 Section5307 Urbanized Area Grant Program TX-2024-001 in the amount of $5,293,321.00 Funding will be used for the purchase of seven (7) 35-foot heavy-duty CNG bus replacement, one (1) backup generator new, nine (9) ADA screen monitors upgrade, and twenty-five (25) bus farebox upgrade and (2) support vehicles for the El Metro Bus Operations.

BACKGROUND
The seven (7) CNG buses will be replacing seven (7) 2009 diesel buses, which have exceeded its lifetime expectancy of 12 years or 500,000 miles meeting the Federal Transportation Administration (FTA) guidelines for replacement.

Veh No	Type	Make	Ft.	Model	Year	Fuel	VIN	Mileage/Years
1. 0901	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271781176089	531,209/14yrs
2. 0902	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271191176090	566,025/14yrs
3. 0903	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271391176091	563,041/14yrs
4. 0904	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271591176092	571,835/14yrs
5. 0905	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271791176093	618,986/14yrs
6. 0906	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271991176094	582,665/14yrs
7. 0907	BUS	Gillig	35	G27D102N4	2009	Diesel	15GGB271091176095	575,099/14yrs

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	FTA/2018 CO
Account #:	Various Accounts
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration (FTA) Grant TX-2024-001 518-5172-585-9004, $4,390,846.00 and 2018 Certificate of Obligation Bond 472-9810-535-9004 $547,444.00.

GILLIG

QUOTE LETTER

April 22, 2024

RJ Robert Garza
General Manager
El Metro
1301 Farragut
Laredo Texas, 78040

Dear Robert:

Thank you for your interest in purchasing seven (7) 35 ft L/F CNG Buses off the State of Washington Contract # 06719-01

Gillig is pleased to quote the following:

Seven (7) 35 ft. L/F CNG @ $705,470 each

This price is valid for thirty days (30) and is FOB Laredo TX. Prices exclude any taxes and license fees. The production of your buses will be scheduled within 15 months of the date of your P.O. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

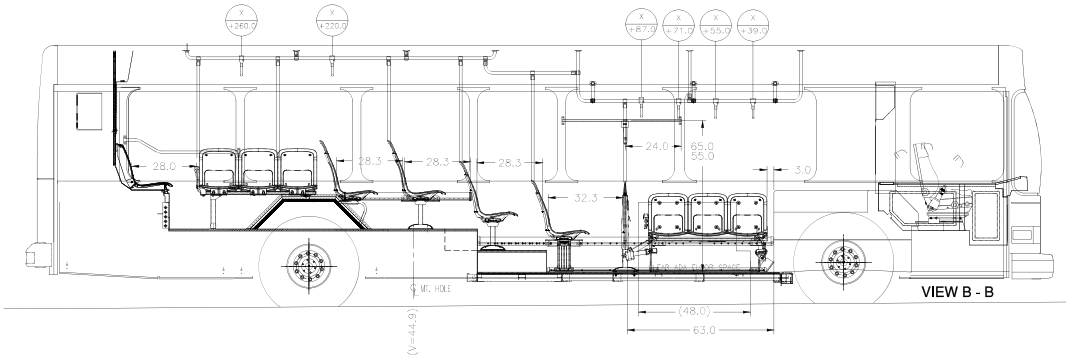
Sincerely,

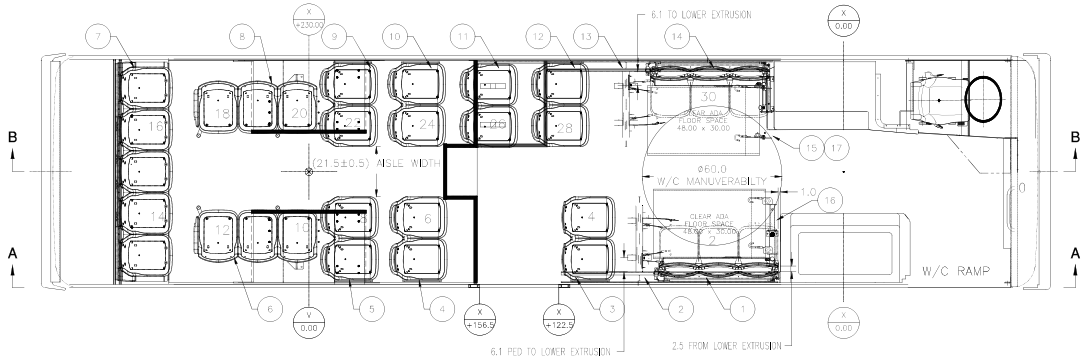
Joe Saldana

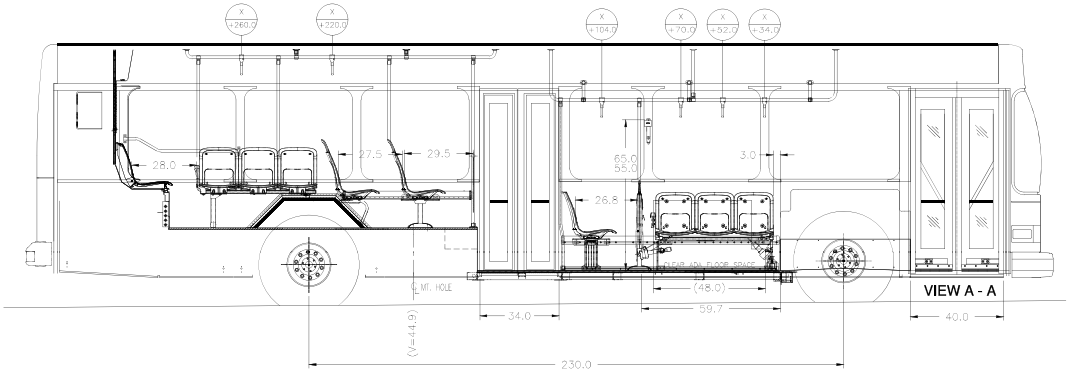
Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

GILLIG PARTS	QTY	GILLIG PARTS	QTY
STANCHION, REAR LONGITUDINAL	4	BAR, WINDOW, 46.0	1
STANCHION, TRVS. @ 3RD STEP	2	STANCHION/MODESTY, 1.0 SINGLE OFFSET FWD RD SHOWN	1
STANCHION, TRVS. @ 2ND STEP	1	PANEL, MODESTY, 3RD STEP, C. SIDE	1
STANCHION, TRVS. @ 1ST STEP TO 9.0 O/H DROP	1	STRAPS, O/H GRAB	12
STANCHION, W/C BARRIER	2		

REVISIONS					
SYM	DWN	ZONE	DESCRIPTION	REL.	DATE
A	CNA		RELEASED FOR PRODUCTION	138203	05/18/19







NOTES:

1. *TO MAXIMIZE OCCUPANT CRASH PROTECTION AND REDUCE THE POTENTIAL FOR SIGNIFICANT INJURY TO PASSENGERS SEATED IN THE FIRST FORWARD FACING SEATS IMMEDIATELY REARWARD OF THE ADA AREA, GILLIG REQUIRES EITHER:*
   1.1 THE PLACEMENT OF A BARRIER FORWARD OF THESE SEATS.
   1.2 USE OF A GRAB/STANCHION POLE FOR THE AISLE SEAT AND WALL MOUNTED GRAB HANDLE FOR THE OUTBOARD SEAT OR
   1.3 SEAT BELTS ON BOTH THESE SEATS.
2. ALL DIMENSIONS ARE IN INCHES.
3. FLOORING LAYOUT: SEE FL-67525R026.
4. THIS DRAWING IS TO BE USED FOR SEAT INSTALLATION. ALL OTHER GRAPHICS ARE SHOWN FOR REFERENCE ONLY. SEE BOM/ PAINT LAYOUT FOR EXTERIOR GRAPHICS AND GLAZING. FOR APPLICABLE TRANSMISSION HATCH AND STANCHIONS, RACKS AND HANDLES ON WHEEL WELL SEE BOM/MEETING NOTES.

SEAT AND RESTRAINT NOTES:

10. SEATS & RESTRAINT BELTS MUST MEET FMVSS 209 & 302 STANDARDS.
11. ALL SEATS WITH T-PEDESTALS SHALL HAVE AN OPEN CHANNEL DESIGN. ALL SEATS WITH DIMENSION E=6.12 SHALL HAVE 3.0 LONG MOUNTING SLOTS.
12. REF: FOR SEAT SPECIFICATION OPTIONS AND OTHER SEAT DETAILS NOT SHOWN, SEE PURCHASING ORDER SPECIFICATION SHEET.

ITEM NUMBER	VENDOR PART NUMBER	(P) PASSENGER SEAT SIDE	(P) PEDESTAL (C) CANTILEVER	(G) GRAB HANDLE	(F) FLAT BACK PANEL	(QTY) STANCHION QTY	NOTES AND COMMENTS
16		–	–	–	–	–	OPTION H, RH
15		–	–	–	–	–	OPTION H, LH, WHEELWELL MOUNTED
14		3	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD
13		–	P	G	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
12		2	C	G	–	1	
11		2	P	C	–	1	(2) PED, P1=9.42, P2=16.55, E=6.12
10		2	P	C	–	1	(1) PED, Po = 26.25, E=6.12
9		2	P	C	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
8		3	P	–	–	2	AFT ARMREST, E=6.12
7		5	–	–	–	–	REMOVABLE SETTEE, CENTER 3 SEATS REMOVABLE
6		3	P	–	–	2	AFT ARMREST, E=6.12
5		2	P	C	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
4		2	P	C	–	1	(1) PED, Po = 26.25, E=6.12
3		2	C	–	–	–	
2		–	P	C	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
1		3	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD

31 PASSENGERS

PASSENGER SEAT SUPPLIER:
AMERICAN SEATING CO.
PASSENGER SEAT MODELS:
INSIGHT 18.0 WIDE FWD FACING
INSIGHT 17.0 WIDE AISLE FACING

FIRST CHASSIS
SEE PRODUCITON BOM

SIGNATURE ON THIS DRAWING INDICATES CUSTOMERS APPROVAL OF LAYOUT AND AGREEMENT THAT SAME IS IN COMPLIANCE WITH CUSTOMER'S SPECIFICATIONS. ONCE SIGNED THIS DRAWING BECOMES A PART OF

CONTRACT #_____

PURCHASE ORDER #:_____

SIGNED BY:_____ _____

ACTING ON BEHALF OF AND WITH THE AUTHORITY OF

_____ _____

STANDARD REVISION N DATE 10/27/15

DESIGNER CHARLIE ABABSEH DATE 05/18/19

GILLIG LLC
LIVERMORE, CA

GILLIG DESIGN BULLETIN REQUIREMENTS: UNLESS OTHERWISE SPECIFIED		
DESCRIPTION	DB NUMBER	REV.
SETTEE:	DB 157.000	D
UPPER SECTION:	DB 157.001	C
CENTER SECTION:	DB 158.007	B
W/C RESTRAINT OPTION:	DB 152.014	AM
ADA CLEAR FLOOR SPACE:	DB 152.000	A
SEAT SPECIFICATIONS:	DB 152.001	D

DIMENSIONING AND TOLERANCING ARE PER ANSI Y14.5M-1982, UNLESS OTHERWISE SPECIFIED:
HPU-TCHONEE TOLERANCE: NON PADDED SEATS: ±0.25 PADDED SEATS: ±0.50
LINEAR: .X ±.2 .XX ±.12 .XXX ±.060
ANGULAR ±5°
THIRD ANGLE PROJECTION
CAD SCALE: 1:51
SIZE B

KIT & DIAGRAM, SEAT
LF2010 35' X 102"

LAREDO, TX

PART NUMBER
SL-66464-187136

This drawing and the information contained theron is submitted confidentially and is the property of The GILLIG LLC. Use, reproduction, or disclosure of the content of this drawing or any portion thereof for any purpose must be approved in writting by The GILLIG LLC.

PRICE VARIANCE
4/22/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(7) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	L9N, 280 HP (CNG)	L9N, 280 HP (CNG)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
CUMMINS COOLANT QUICK DISCONNECT PORTS	NOT INCLUDED	NOT REQUIRED	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	REQUIRED W/SHIELD	480.00
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUELSENSE PACKAGE	FUELSENSE 2.0	FUELSENSE 2.0 PLUS	30.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DRUM W/S-CAM	(2,400.00)
AXLE HUB SEALS	GREASE SEALS	GREASE SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	NOT REQUIRED	(97.00)
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) ALUMINUM MACHINE FINISHED W/DURA BRIGHT	2,556.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	-
JX 55 FUEL MANAGEMENT SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DASH CNG FUEL GAUGE	NOT INCLUDED	REQUIRED	134.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRIC	-
ENGINE HOURMETER	NOT INCLUDED	REQUIRED	50.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
DUAL AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	2" X 2" WIDE WEAR PLATE	377.00
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	134.00
BATTERY TYPE	(2) DEKA 8D	(2) DEKA AD, AGM	511.00
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	NOT REQUIRED	(140.00)

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(7) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
KNEELING CONTROL	CS FRONT	CS FRONT	-
HVAC MOTORS	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR	THERMO KING EBM BRUSHLESS, S391	THERMO KING EBM BRUSHLESS, S391	-
REFRIGERANT	R134A	R407C	322.00
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
USSC ACTIVE AIR	NOT INCLUDED	REQUIRED	5,380.00
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	NOT REQUIRED	-
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSTIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	-
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS (PER STATE OF WA SPEC)	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS & CLEARRIDE ANTIMICROBIAL TREATMENT (PER LAREDO, TX SPEC)	8,355.00
USB CHARGING PORTS MOUNTED ON THE SEATS	NOT INCLUDED	REQUIRED	3,249.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHION	NOT INCLUDED	REQUIRED (CS & SS)	250.00
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
4/22/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(7) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	GILLIG PLEXIGLASS W/ STD GLASS	1,250.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	(12) REQUIRED - BLACK NYLON	300.00
STANCHIONS	YELLOW POWDER COATED	YELLOW POWDER COATED	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	AROW STD FRAME / FULL HEIGHT SLIDER	1,910.00
GLAZING GUARDS	NOT INCLUDED	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	7" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4"RED LED LAMPS	(2) 18" RED LED STRIP LAMPS	220.00
UPPER REAR CAP GRILLE AUX LAMPS	NOT INCLUDED	(2) 4" RED RED LED LAMPS	100.00
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
DITCH LAMP	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	NOT REQUIRED	-
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ANTENNA	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	HANOVER HTC AVA W/MONITOR	13,257.00
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HAND HELD MIC	NOT INCLUDED	REQUIRED	75.00
BOOM MIC	INCLUDED	NOT REQUIRED	(50.00)
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS - FRONT, CURBSIDE & REAR	TWIN VISION AMBER	HANOVER AMBER W/ EG4 WIRELESS CAPABLE CONTROLLER	1,104.00
STREET SIDE DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	41" GFI FASTFARE	24,390.00
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8X15, 2-PC, NON-HEATED W/REMOTE	100.00
TURN SIGNAL ON MIRROR GLAZING	NOT INCLUDED	REQUIRED	250.00
FIRE SUPRESSION	AMEREX V-25 W/ METHANE PROTECTION	AMEREX V-25 W/ METHANE PROTECTION	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-

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(7) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
VIDEO SURVEILLANCE	NOT INCLUDED	SEON 10 - CAMERA SYSTEM W/ NH16V2, 4TB	14,437.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	INCLUDED W/ SEON VIDEO SYSTEM	-
MOBILE EYE 8 CONNECT (ME8) SNGLE CAMERA SYSTEM	NOT INCLUDED	REQUIRED	2,913.00
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS MOUNTING BRACKETS ONLY	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DASH MTD MULTI FUNCTION DISPLAY (MFD)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMP & 24VOLT VOLTMETER	150.00
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	3-COLORS	4,300.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	BUS NUMBERS ONLY	-
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(266.00)
EXT WARRANTY (CNG ENGINE L9N)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON)	24 MONTHS / 150,000 MILES	24 MONTHS / 150,000 MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL LAREDO, TX VARIANCES	83,613.00
STATE OF WASHINGTON, WA 35' CNG LOW FLOOR BASE UNIT PRICE (APRIL 2021)	455,915.00
DELIVERY	3,841.00
LAREDO, TX 35' CNG LOW FLOOR BASE UNIT PRICE	543,369.00
PPI 1413 ADJUSTMENT PER WA CONTRACT AMENDMENT #1 (6/1/2022) = 11.78%	64,009.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3 = (15%)	91,107.00
SPARE / TOOLING BUDGET (1%)	6,985.00
LAREDO, TX 35' CNG LOW FLOOR CURRENT PRICE (4/22/2024)	**705,470.00**

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DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2024-001-00
Temporary Application Number	2069-2022-1
Award Name	Laredo FY2022 Section 5307 Buses, Equipment and Support Vehicles.
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	12/15/2023		
Original Period of Performance End Date	7/15/2025		
Current Period of Performance End Date	7/15/2025	Revision #: 0	Approved?: Yes

Budget Period Start Date	12/15/2023
Budget Period End Date	7/15/2025

Part 1: Recipient Information

Name: LAREDO, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2069	City	CITY OF LAREDO	Y5MTUNLGB2P5	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 Houston St	Laredo	TX	78040
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

Part 2: Award Information

Title: Laredo FY2022 Section 5307 Buses, Equipment and Support Vehicles.

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2024-001-00	Active (Executed)	Grant	Region 6	6/10/2022	6/10/2022	No

Award Executive Summary
The City of Laredo is applying for FY2022 Section 5307 formula federal grant funds in the amount of $ 4,454,205. The grant will consist for the purchase of 7-35FT. Heavy-Duty ADA CNG Buses, 25- Bus Farebox, 2-Support Vehicles, and Equipment, 1-Backup Generator for the CNG Plant and 9 ADA Screen Monitors.

The grant purchases will be utilizing the use of federal funds primarily for the fixed-route services for the City of Laredo public transportation provider - the Laredo Transit Management Inc. (LTMI).

The new buses will be replacing seven (7) 2009 Gilling Buses that have reached its lifetime Useful Life and met the minimum Useful Life Benchmark both in lifetime miles of 500,000 and the 12 years lifetime. The bus farebox are now obsolete and the manufacturer no longer will be manufacturing parts.

The new backup generator is for the CNG Plant in case of any power outages the plant will continue to operate while the ADA Screen monitors are for inside the buses that will be for bus route information to the riders. Last, this project includes the procurement of two (2) support vehicles for the Operations and Maintenance Departments. The total local match for this grant application in the amount of $839,116 will be locally matched by the dedicated Transit's 1/4 percent sales tax. In addition, the ADA CNG heavy-duty buses meet the 85/15 threshold for the match and all other capital equipment will be an 80/ 20 match.

Purpose: The purpose of this project is to continue bus operations by acquiring capital replacement for 7 heavy-duty CNG buses, upgrade of 25 fareboxes, and 2 support vehicles, 1 generator and 9 ADA Screen Monitors.

Activities to be performed: Funds will be used to cover eligible replacement and new capital equipment for the bus operations of El Metro.

Expected Outcomes: Funding will permit the Laredo Transit to still continue its Capital Replacement Plan by acquiring buses including safety and security equipment that have reached its useful lifetime expectancy.

Intended Beneficiaries: The Laredo Transit workers and riders that rely on its bus services will benefit from by the continued services, permitting workers to get to work and riders to essential trips,

Subrecipient Activities: None.

This grant will be using a Pre-Award Authority.

The city will expense at a minimum 1% for security equipment in the new buses which also have safe features for the riders and especially to the El Metro drivers. Security expenditure of 1% will be met for costs related to surveillance equipment installed on the buses. For the 0.75% Safety Requirement, the City of Laredo will use funds for Safety Committee activities to implement safety measures as required such as operator safety, on call security measures, review and revision of the System Safety Program Plan (SSPP), Security and Emergency Preparedness Plan (SEPP), and documentation related to Hazard Management, Accident and Incident Investigation, Internal Safety and Security Assessments and Corrective Action Plans.

Safety expenditures will be met for costs related to safety equipment also installed on the buses.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this project is to continue bus operations by acquiring capital replacement for heavy-duty CNG buses, fareboxes, support vehicles, a generator and ADA Screen Monitors.

Activities to be performed:
Funds will be use to cover eligible replacement and new capital equipment for the bus operations of El Metro.

Expected outcomes:
Funding will permit the Laredo Transit to still continue its Capital Replacement Plan by acquiring buses including safety and security equipment that have reached its useful lifetime expectancy.

Intended beneficiaries:
The Laredo Transit workers and riders that rely on its bus services will benefit from by the continued services, permitting workers to get to work and riders to essential trips

Subrecipient Activities:
N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
Eduardo	Bernal	Grants and Budget Administrator DBELO	ebernal@ci.laredo.tx.us	956-795-2250 101
	kwasi.bosompem@dot.gov	Community Planner		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,454,205
Local			$839,116
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,293,321**

Award Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-001-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$3,732,227.00	$658,619.00	$4,390,846.00	7
TX-2024-001-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$3,732,227.00	$658,619.00	$4,390,846.00	7
TX-2024-001-02-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES		$321,101.00	$80,276.00	$401,377.00	0
TX-2024-001-02-00		11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	$321,101.00	$80,276.00	$401,377.00	0
TX-2024-001-03-00	114-00 (114-A3)	BUS: SUPPORT EQUIP AND FACILITIES		$231,618.00	$57,905.00	$289,523.00	0
TX-2024-001-03-00		11.42.05	ACQUIRE - YARDS AND SHOPS	$231,618.00	$57,905.00	$289,523.00	0
TX-2024-001-04-00	114-00 (114-A4)	BUS: SUPPORT EQUIP AND FACILITIES		$97,992.00	$24,498.00	$122,490.00	0
TX-2024-001-04-00		11.42.07	ACQUIRE - ADP HARDWARE	$97,992.00	$24,498.00	$122,490.00	0

TX-2024-001-05-00	114-00 (114-A5)	BUS: SUPPORT EQUIP AND FACILITIES	$71,267.00	$17,818.00	$89,085.00	0
TX-2024-001-05-00	11.42.11	ACQUIRE - SUPPORT VEHICLES	$71,267.00	$17,818.00	$89,085.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y537	TX-2024-001-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	482390	Laredo, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$3,732,227	$3,732,227
TX-90-Y537	TX-2024-001-02-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	482390	Laredo, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$321,101	$321,101
TX-90-Y537	TX-2024-001-03-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A3	482390	Laredo, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$231,618	$231,618
TX-90-Y537	TX-2024-001-04-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A4	482390	Laredo, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$97,992	$97,992
TX-90-Y537	TX-2024-001-05-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A5	482390	Laredo, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$71,267	$71,267

Part 3: Project Information

Project Title: Purchase of Rolling Stock - 7 CNG Heavy-Duty Buses

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-001-01-00	2069-2022-1-P1	6/15/2022	5/15/2024	7/15/2025

Project Description

The City of Laredo and the Laredo Transit Management Inc. will be procuring seven (7) Low-Floor 35ft. CNG Buses with FY2022 Section 5307 Urbanized Grant funds for $3,732,227 with local match of $658, 619 (15%) for a grant project total of $4,390,791. The standard heavy-duty bus is a low floor 35ft. CNG Buses powered by a compressed natural gas engine. The buses will meet all ADA requirements, as a result will have 85/15 match ratio as such due to the buses complies with ADA as the vehicles are

accessible by its low-floor and has a front ramp that deploys to board and alight individuals with disabilities. These buses will be replacing the following units that have exceeded its lifetime benchmark expectancy:

Veh No Type Make Ft. Model Year Fuel VIN Mileage/Years
1 0901 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271781176089 531,209/14yrs
2 0902 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271191176090 566,025/14yrs
3 0903 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271391176091 563,041/14yrs
4 0904 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271591176092 571,835/14yrs
5 0905 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271791176093 618,986/14yrs
6 0906 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271991176094 582,665/14yrs
7 0907 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271091176095 575,099/14yrs

Project Benefits
The new buses are less prone to breakdown that will create a greater comfort and convenience to all bus riders. In addition, the new buses maintenance costs will be much less compared to the older buses in the fleet thus benefiting the overall transit operations.

Additional Information
None

Location Description
Laredo Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

District	State
23	Texas
28	Texas

Program Plan Information

STIP/TIP
Date: 1/11/2023
Description: PI- Purchase of Rolling Stock 7 CNG Heavy Duty Buses
LAREDO WEBB MPO TIP was approved 6/15/2020
STIP was approved 01/11/2023

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,732,227
Local			$658,619
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,390,846**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-001-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$3,732,227.00	$658,619.00	$4,390,846.00	7
TX-2024-001-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$3,732,227.00	$658,619.00	$4,390,846.00	7

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	7

Extended Budget Description

The standard heavy-duty buses are a low floor 35ft. powered Compressed Natural Gas engine. The buses will meet all ADA requirements, as a result, will have 85/15 match ratio as such due to the buses complies with ADA as the vehicles are accessible by its low floor and has a front ramp that deploys to board and alight the elderly and individuals with disabilities. The buses will be replacing seven (7) Gillig 2009 buses, which have exceeded its lifetime expectancy of 12 years or 500,000 miles meeting FTA guidelines for replacement. The useful life of the new buses is 12 years or 500,000 miles, whichever is reached first.

Veh No Type Make Ft. Model Year Fuel VIN Mileage/Years
1 0901 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271781176089 531,209/14yrs
2 0902 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271191176090 566,025/14yrs
3 0903 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271391176091 563,041/14yrs
4 0904 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271591176092 571,835/14yrs
5 0905 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271791176093 618,986/14yrs
6 0906 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271991176094 582,665/14yrs
7 0907 BUS Gillig 35 G27D102N4 2009 Diesel 15GGB271091176095 575,099/14yrs

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Compressed Natural Gas	New	35ft.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,732,227
Local			$658,619
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,390,846**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	5/15/2024	Estimated date of completing the bid package - Request for Proposals.
Contract Award Date	7/15/2024	Estimated date for the Mass Transit Board award contract to bidder.
Contract Completion Date	7/15/2024	Estimated contract completion date
Initial Delivery Date	5/15/2025	Estimated initial delivery date of the 7 buses.
Final Delivery Date	7/15/2025	Final delivery date and inspection

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	7	$3,732,227.00	$4,390,846.00

Project Title: Purchase of 25 - Bus Fareboxes and Equipment

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-001-02-00	2069-2022-1-P2	6/15/2022	10/3/2022	2/15/2024

Project Description
The purchase of 25 Bus Farebox collection equipment will upgrade the existing Genfare Odyssey Farebox (25) that are 20 years old since it was last installed back in 2002. The manufacturer has advised LTMI that they will be phasing out the Odyssey Farebox and parts will no longer be available. This project will be match 80/20 with transit's local sales tax.

Project Benefits
The new bus fareboxes and equipment will benefit the transit system and its riders with smart card technology and mobile applications. This equipment meets ADA requirements.

Additional Information
None provided.

Location Description
Laredo, Tx

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

District	State

23	Texas
28	Texas

Program Plan Information

STIP/TIP
Date: 6/15/2020
Description: P2-Purchase of 25-Bus Fareboxes and Equipment
LAREDO WEBB MPO TIP was approved 6/15/2020
STIP was approved 01/11/2023

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$321,101
Local			$80,276
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$401,377**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-001-02-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES		$321,101.00	$80,276.00	$401,377.00	0
TX-2024-001-02-00		11.42.10	ACQUIRE - MOBILE FARE	$321,101.00	$80,276.00	$401,377.00	0

COLL EQUIP

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.10 - ACQUIRE - MOBILE FARE COLL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
The City of Laredo and LTMI will procure to replace 25 bus farebox collection and equipment by advanced technology including mobile application and swipe mobile ticketing and other advanced features. The useful life is 10 years for each farebox.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$321,101
Local			$80,276
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$401,377**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/3/2022	Estimated starting date the bid procurement
Contract Award Date	11/7/2022	Estimated the Mass Transit Board award contract to vendor
Contract Completion Date	3/23/2023	Contract Completion Date
Initial Delivery Date of Fareboxes	2/15/2024	Estimated date the fareboxes to be delivered

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	0	$321,101.00	$401,377.00

Project Title: Backup Generator for Compressed Natural Gas (CNG) Plant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-001-03-00	2069-2022-1-P3	6/15/2022	10/10/2022	2/10/2023

Project Description
The City of Laredo will be procuring a backup generator for the CNG Plant locate at the Operations and Maintenance facility. The backup generator will be new addition to prevent the CNG plant not operational due to a potential power loss thus preventing to fuel up buses. EL Metro has a fleet of over 35 CNG vehicles and does not have a backup fueling station in case of power loss.

Project Benefits
The backup generator will avoid loss of bus service if the CNG has an incidental loss of electrical power.

Additional Information
None provided.

Location Description
Laredo, Tx

Project Location (Urbanized Areas)

UZA Code	Area Name

482390	Laredo, TX

Congressional District Information

District	State
23	Texas
28	Texas

Program Plan Information

STIP/TIP
Date: 6/15/2020
Description: Project is the Backup Generator for Compressed Natural Gas (CNG) Plant
LAREDO WEBB MPO TIP was approved 6/15/2020
STIP was approved 01/11/2023

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$231,618
Local			$57,905
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$289,523**

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity

TX-2024-001-03-00	114-00 (114-A3)	BUS: SUPPORT EQUIP AND FACILITIES		$231,618.00	$57,905.00	$289,523.00	0
TX-2024-001-03-00		11.42.05	ACQUIRE - YARDS AND SHOPS	$231,618.00	$57,905.00	$289,523.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.05 - ACQUIRE - YARDS AND SHOPS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.05	ACQUIRE - YARDS AND SHOPS	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
The City of Laredo and LTMI will procure a backup generator for the El Metros' Compressed Natural Gas plant for incidental loss of electrical power. The useful life is 25 to 30 years for this generator.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$231,618
Local			$57,905
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$289,523**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/10/2022	Estimated date the bid package is finalized
Contract Award Date	11/21/2022	Estimated date the Mass Transit Board approve a purchase contract for the generator
Initial Delivery Date	12/15/2022	Estimated date the delivery of the generator
Generator Installed and Tested	1/31/2023	Estimated date the generator is installed and tested

Contract Completion Date	2/10/2023	Estimated date project is completed.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.05	ACQUIRE - YARDS AND SHOPS	0	$231,618.00	$289,523.00

Project Title: New Nine (9) ADA Screen Monitors

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-001-04-00	2069-2022-1-P4	6/15/2022	3/15/2022	2/15/2024

Project Description
The City of Laredo will be purchasing 9 ADA Screen monitors to be located inside the buses to provide bus passenger information and bus alerts.

Project Benefits
The new ADA Screen monitors will benefit the bus rider to be updated on real time with bus information regarding any delays or bus route changes.

Additional Information
None provided.

Location Description
Laredo, Tx

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

District	State
23	Texas
28	Texas

Program Plan Information

STIP/TIP
Date: 6/15/2020
Description: Project is New Nine (9) ADA Screen Monitors
LAREDO WEBB MPO TIP was approved 6/15/2020.
STIP was approved 01/11/2023.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$97,992
Local			$24,498
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$122,490**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-001-04-00	114-00 (114-A4)	BUS: SUPPORT EQUIP AND FACILITIES		$97,992.00	$24,498.00	$122,490.00	0
TX-2024-001-04-00		11.42.07	ACQUIRE - ADP HARDWARE	$97,992.00	$24,498.00	$122,490.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.07 - ACQUIRE - ADP HARDWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
Procure 7 ADA Screen Monitors to provide Real-Time Bus Passenger Information. Each monitor has a useful life of 12 to 14 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$97,992
Local			$24,498
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$122,490**

Milestone Name	Est. Completion Date	Description
Contract Completed	3/15/2022	Estimated date of contract completion
IFP/Issue Date	10/10/2022	Estimated date the bid package is complete and issued
Contract Award Date	11/21/2022	Contract Award date by the Mass Transit Board

Estimated date of Delivery	2/15/2024	Estimated date of delivery of the monitors

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	0	$97,992.00	$122,490.00

Project Title: Two (2) Support Vehicles

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-001-05-00	2069-2022-1-P5	6/30/2022	9/12/2022	12/15/2024

Project Description
The LTMI will use federal funds to acquire two (2) support vehicles for the Utilities and Maintenance crew. The vehicles will be for the use of going out to maintenance the transit fleet and the utility crew to clean and removal of trash from our bus stops.

Project Benefits
The support vehicles will be two (2) new additional units will be used primarily for fixed route and paratransit maintenance and utility needs.

Additional Information
None

Location Description
Laredo, Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

District	State
23	Texas
28	Texas

Program Plan Information

STIP/TIP
Date: 1/11/2023
Description: Project is for Two (2) Support Vehicles
LAREDO WEBB MPO TIP was approved 6/15/2020.
STIP was approved 01/11/2023

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$71,267
Local			$17,818
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$89,085**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-001-05-00	114-00 (114-A5)	BUS: SUPPORT EQUIP AND FACILITIES	$71,267.00	$17,818.00	$89,085.00	0
TX-2024-001-05-00	11.42.11	ACQUIRE - SUPPORT VEHICLES	$71,267.00	$17,818.00	$89,085.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
One (1) F-150 Truck for the Utility Crew. The truck has a useful life of 17 yrs. or 200,000 miles. One (1) F-250 Truck with Tommy Lift for Maintenance Crew. The truck has a useful life of 350,000 to 500,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$71,267
Local			$17,818
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$89,085**

Milestone Name	Est. Completion Date	Description
Start Date	9/12/2022	IFB specifications to start
Award to contractor	10/17/2022	Estimated date the board will award contract
Contract complete	3/1/2024	Estimated date the project is complete in 2024

Date vehicles to be delivered	12/15/2024	Estimated date the vehicles to be delivered in December of 2024

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	0	$71,267.00	$89,085.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
Year Unitt# Make
2009 0901 Gillig
2009 0902 Gillig
2009 0903 Gillig
2009 0904 Gillig
2009 0905 Gillig
2009 0906 Gillig
2009 0907 Gillig
2009 0908 Gillig
2009 0909 Gillig
2009 0910 Gillig
2009 0915 Chevrolet
2009 0926 Chevrolet

2009 0929 Gillig (Trolley)
2011 1130 Gillig
2011 1131 Gillig
2011 1132 Gillig
2011 1133 Gillig
2011 1134 Gillig
2011 1135 Gillig
2011 1136 Gillig
2011 1137 Gillig
2011 1138 Gillig
2011 1139 Gillig
2011 1140 Gillig
2011 1141 Gillig
2011 1142 Champion
2011 1143 Champion
2015 1544 Gillig LLC
2015 1545 Gillig LLC
2015 1546 Gillig LLC
2015 1547 Gillig LLC
2015 1548 Gillig LLC
2015 1549 Gillig LLC
2015 1550 Gillig LLC
2015 1551 Gillig LLC
2015 1552 Gillig LLC
2017 1753 Gillig LLC
2017 1754 Gillig LLC
2017 1755 Gillig LLC
2019 1956 Gillig LLC
2019 1957 Gillig LLC
2019 1958 Gillig LLC
2019 1959 Gillig LLC
2019 1960 Gillig LLC
2019 1961 Gillig LLC
2019 1962 Gillig LLC
2020 2063 Champion
2020 2064 Champion
2020 2065 Gillig LLC(BRT)
2020 2066 Champion
2021 2167 Gillig LLC
2021 2168 Gillig LLC (HYB)
2022 2269 Champion

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	37
	B. Spares	7
	C. Total (A+B)	44
	D. Spare Ratio (B/A)	18.92%
II.	**Inactive Fleet**	
	A. Other	7
	B. Pending Disposal	3

	C. Total (A+B)	3
III.	**Total (I.C and II.C)**	47

Part 5: FTA Review Comments

Application Review Comments

Comment By	**Troy Thomas**
Comment Type	Application Details
Date	8/1/2023
Comment	• Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act. • Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance. • 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers. • 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews. • Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation. • Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects. • The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements. • Recipient must not acquire telecommunications and video surveillance equipment from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology

Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.
• Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring Telecommunications and Video Surveillance Equipment.
• Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.
• The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Application Review Comments

Comment By	Kwasi Bosompem
Comment Type	Pre-Award Manager Returns Application
Date	8/8/2023
Comment	Applicant to respond to comments regarding the application, on items such as STIP, useful life in years and miles of Buses and Pre-Award Authority

Application Review Comments

Comment By	Laura Wallace
Comment Type	Line Item Review
Date	9/7/2023
Project Title	Purchase of Rolling Stock - 7 CNG Heavy-Duty Buses
Project Number	TX-2024-001-01-00
Comment	(With Respect to Line Item: 11.12.02) • Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act. • Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance. • 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has

complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.
• 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.
• Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.
• Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.
• The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

UEI: Y5MTUNLGB2P5

DUNS: 069463594

Award Information

Federal Award Identification Number: TX-2024-001-00

Award Name: Laredo FY2022 Section 5307 Buses, Equipment and Support Vehicles.

Award Start Date: 12/15/2023

Original Award End Date: 7/15/2025

Current Award End Date: 7/15/2025

Award Executive Summary: The City of Laredo is applying for FY2022 Section 5307 formula federal grant funds in the amount of $4,454,205. The grant will consist for the purchase of 7-35FT. Heavy-Duty ADA CNG Buses, 25- Bus Farebox, 2-Support Vehicles, and Equipment, 1-Backup Generator for the CNG Plant and 9 ADA Screen Monitors.

The grant purchases will be utilizing the use of federal funds primarily for the fixed-route services for the City of Laredo public transportation provider - the Laredo Transit Management Inc. (LTMI).

The new buses will be replacing seven (7) 2009 Gilling Buses that have reached its lifetime Useful Life and met the minimum Useful Life Benchmark both in lifetime miles of 500,000 and the 12 years lifetime. The bus farebox are now obsolete and the manufacturer no longer will be manufacturing parts.

The new backup generator is for the CNG Plant in case of any power outages the plant will continue to operate while the ADA Screen monitors are for inside the buses that will be for bus route information to the riders. Last, this project includes the procurement of two (2) support vehicles for the Operations and Maintenance Departments. The total local match for this grant application in the amount of $839,116 will be locally matched by the dedicated Transit's 1/4 percent sales tax. In addition, the ADA CNG heavy-duty buses meet the 85/15 threshold for the match and all other capital equipment will be an 80/20 match.

Purpose: The purpose of this project is to continue bus operations by acquiring capital replacement for 7 heavy-duty CNG buses, upgrade of 25 fareboxes, and 2 support vehicles, 1 generator and 9 ADA Screen Monitors.

Activities to be performed: Funds will be used to cover eligible replacement and new capital equipment for the bus operations of El Metro.

Expected Outcomes: Funding will permit the Laredo Transit to still continue its Capital Replacement Plan

by acquiring buses including safety and security equipment that have reached its useful lifetime expectancy.

Intended Beneficiaries: The Laredo Transit workers and riders that rely on its bus services will benefit from by the continued services, permitting workers to get to work and riders to essential trips,

Subrecipient Activities: None.

This grant will be using a Pre-Award Authority.

The city will expense at a minimum 1% for security equipment in the new buses which also have safe features for the riders and especially to the El Metro drivers. Security expenditure of 1% will be met for costs related to surveillance equipment installed on the buses. For the 0.75% Safety Requirement, the City of Laredo will use funds for Safety Committee activities to implement safety measures as required such as operator safety, on call security measures, review and revision of the System Safety Program Plan (SSPP), Security and Emergency Preparedness Plan (SEPP), and documentation related to Hazard Management, Accident and Incident Investigation, Internal Safety and Security Assessments and Corrective Action Plans.

Safety expenditures will be met for costs related to safety equipment also installed on the buses.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $5,293,321.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $4,454,205.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $839,116.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $4,454,205.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $839,116.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,454,205
Local			$839,116
Local/In-Kind			$0

State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,293,321**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 12/15/2023
DOL Certification Date: 12/15/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 12/15/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Robert Garza
General Manager
LAREDO, CITY OF
2/21/2024

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Laredo Mass Transit Board 52.**

SUBJECT
Consideration to authorize the City Manager to execute a contract for the purchase of 12 Compressed Natural Gas (CNG) buses which include the following: Four 40 ft. CNG buses for $713,943.00 each, six 35 ft. CNG buses for $705,470.00 each, and two 29 ft. CNG buses for $698,606.00 each for a total amount of $8,485,804.00 for all 12 buses from Gilling L.L.C. (“Gilling”) utilizing the State of Washington Contract #06719-01. Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration (FTA) Low or No Emission Grant Program TX-2024-034.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Purchase of twelve (12) compressed natural gas (CNG) buses to replace twelve (12) diesel buses from the El Metro fleet.

The twelve (12) buses being replaced with the new CNG buses are as follow:

Veh No	Type/Make	Ft.	Model	Year	Fuel	VIN	Mileage As of 7/31/23 / Yrs. in Svc
1	0908	BUS /Gillig	35	G27D102N4	2009	Diesel	15GGB271291176096	627,884 /14
2	0909	BUS /Gillig	35	G27D102N4	2009	Diesel	15GGB271491176097	674,763 /14
3	0910	BUS /Gillig	35	G27D102N4	2009	Diesel	15GGB271691176098	577,245 /14
4	1130	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD2714B1178156	533,074 /14
5	1131	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD2716B1178157	483,999 /14
6	1132	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD2718B1178158	436,324 /14
7	1133	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD271XB1178159	574,639 /14
8	1134	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD2716B1178160	630,900 /14
9	1135	BUS /Gillig	40	G27D102N4	2011	Diesel	15GGD2718B1178161	516,500 /14
10	1136	BUS /Gillig	35	G27B102N4	2011	Diesel	15GGB2712B1178162	487,761 /14
11	1137	BUS /Gillig	35	G27B102N4	2011	Diesel	15GGB2714B1178163	540,010 /14
12	1138	BUS /Gillig	35	G27B102N4	2011	Diesel	15GGB2716B1178164	504,016 /14

COMMITTEE RECOMMENDATION
N/a

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	FTA
Account #:	518-5170-585-9004
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Transit Capital Grants Fund - Federal Transportation Administration (FTA) Low or No Emission Grant Program TX-2024-034.

GILLIG

QUOTE LETTER

May 9, 2024

RJ Robert Garza
General Manager
El Metro
1301 Farragut
Laredo Texas, 78040

Dear Robert:

Thank you for your interest in purchasing four (4) 40 ft L/F CNG Buses off the State of Washington Contract # 06719-01

Gillig is pleased to quote the following:

Four (4) 40 ft. L/F CNG @ $713,943 each

This price is valid for thirty days (30) and is FOB Laredo TX. Prices exclude any taxes and license fees. The production of your buses will be scheduled within 15 months of the date of your P.O. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

GILLIG

QUOTE LETTER

May 9, 2024

RJ Robert Garza
General Manager
El Metro
1301 Farragut
Laredo Texas, 78040

Dear Robert:

Thank you for your interest in purchasing six (6) 35 ft L/F CNG Buses off the State of Washington Contract # 06719-01

Gillig is pleased to quote the following:

Six (6) 35 ft. L/F CNG @ $705,470 each

This price is valid for thirty days (30) and is FOB Laredo TX. Prices exclude any taxes and license fees. The production of your buses will be scheduled within 15 months of the date of your P.O. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(4) 40' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	L9N, 280 HP (CNG)	L9N, 280 HP (CNG)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
CUMMINS COOLANT QUICK DISCONNECT PORTS	NOT INCLUDED	NOT REQUIRED	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	REQUIRED W/SHIELD	480.00
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUELSENSE PACKAGE	FUELSENSE 2.0	FUELSENSE 2.0 PLUS	30.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DRUM W/S-CAM	(2,400.00)
AXLE HUB SEALS	GREASE SEALS	GREASE SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	NOT REQUIRED	(97.00)
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) ALUMINUM MACHINE FINISHED W/DURA BRIGHT	2,556.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	-
JX 55 FUEL MANAGEMENT SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DASH CNG FUEL GAUGE	NOT INCLUDED	REQUIRED	134.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRIC	-
ENGINE HOURMETER	NOT INCLUDED	REQUIRED	50.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
DUAL AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	2" X 2" WIDE WEAR PLATE	377.00
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	134.00
BATTERY TYPE	(2) DEKA 8D	(2) DEKA AD, AGM	511.00
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	NOT REQUIRED	(140.00)

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(4) 40' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
KNEELING CONTROL	CS FRONT	CS FRONT	-
HVAC MOTORS	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR	THERMO KING EBM BRUSHLESS, S391	THERMO KING EBM BRUSHLESS, S391	-
REFRIGERANT	R134A	R407C	322.00
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
USSC ACTIVE AIR	NOT INCLUDED	REQUIRED	5,380.00
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	NOT REQUIRED	-
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSTIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	-
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS (PER STATE OF WA SPEC)	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS & CLEARRIDE ANTIMICROBIAL TREATMENT (PER LAREDO, TX SPEC)	9,689.00
USB CHARGING PORTS MOUNTED ON THE SEATS	NOT INCLUDED	REQUIRED	3,789.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHION	NOT INCLUDED	REQUIRED (CS & SS)	250.00
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(4) 40' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	GILLIG PLEXIGLASS W/ STD GLASS	1,250.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	(12) REQUIRED - BLACK NYLON	300.00
STANCHIONS	YELLOW POWDER COATED	YELLOW POWDER COATED	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	AROW STD FRAME / FULL HEIGHT SLIDER	2,335.00
GLAZING GUARDS	NOT INCLUDED	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	7" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4"RED LED LAMPS	(2) 18" RED LED STRIP LAMPS	220.00
UPPER REAR CAP GRILLE AUX LAMPS	NOT INCLUDED	(2) 4" RED RED LED LAMPS	100.00
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
DITCH LAMP	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	NOT REQUIRED	-
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ANTENNA	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	HANOVER HTC AVA W/MONITOR	13,257.00
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HAND HELD MIC	NOT INCLUDED	REQUIRED	75.00
BOOM MIC	INCLUDED	NOT REQUIRED	(50.00)
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS - FRONT, CURBSIDE & REAR	TWIN VISION AMBER	HANOVER AMBER W/ EG4 WIRELESS CAPABLE CONTROLLER	1,104.00
STREET SIDE DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	41" GFI FASTFARE	24,390.00
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8X15, 2-PC, NON-HEATED W/REMOTE	100.00
TURN SIGNAL ON MIRROR GLAZING	NOT INCLUDED	REQUIRED	250.00
FIRE SUPRESSION	AMEREX V-25 W/ METHANE PROTECTION	AMEREX V-25 W/ METHANE PROTECTION	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(4) 40' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
VIDEO SURVEILLANCE	NOT INCLUDED	SEON 10 - CAMERA SYSTEM W/ NH16V2, 4TB	14,437.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	INCLUDED W/ SEON VIDEO SYSTEM	-
MOBILE EYE 8 CONNECT (ME8) SNGLE CAMERA SYSTEM	NOT INCLUDED	REQUIRED	2,913.00
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS MOUNTING BRACKETS ONLY	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DASH MTD MULTI FUNCTION DISPLAY (MFD)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMP & 24VOLT VOLTMETER	150.00
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	3-COLORS	4,300.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	BUS NUMBERS ONLY	-
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(266.00)
EXT WARRANTY (CNG ENGINE L9N)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON)	24 MONTHS / 150,000 MILES	24 MONTHS / 150,000 MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL LAREDO, TX VARIANCES	85,912.00
STATE OF WASHINGTON, WA 40' CNG LOW FLOOR BASE UNIT PRICE (APRIL 2021)	460,142.00
DELIVERY	3,841.00
LAREDO, TX 40' CNG LOW FLOOR BASE UNIT PRICE	549,895.00
PPI 1413 ADJUSTMENT PER WA CONTRACT AMENDMENT #1 (6/1/2022) = 11.78%	64,778.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3 = (15%)	92,201.00
SPARE / TOOLING BUDGET (1%)	7,069.00
LAREDO, TX 40' CNG LOW FLOOR CURRENT PRICE (5/9/2024)	**713,943.00**

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PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(6) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	L9N, 280 HP (CNG)	L9N, 280 HP (CNG)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
CUMMINS COOLANT QUICK DISCONNECT PORTS	NOT INCLUDED	NOT REQUIRED	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	REQUIRED W/SHIELD	480.00
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUELSENSE PACKAGE	FUELSENSE 2.0	FUELSENSE 2.0 PLUS	30.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DRUM W/S-CAM	(2,400.00)
AXLE HUB SEALS	GREASE SEALS	GREASE SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	NOT REQUIRED	(97.00)
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) ALUMINUM MACHINE FINISHED W/DURA BRIGHT	2,556.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	CNG FAST FILL (TYPE 4 W/ 5 TANKS 20,000 SCF)	-
JX 55 FUEL MANAGEMENT SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DASH CNG FUEL GAUGE	NOT INCLUDED	REQUIRED	134.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRIC	-
ENGINE HOURMETER	NOT INCLUDED	REQUIRED	50.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
DUAL AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	2" X 2" WIDE WEAR PLATE	377.00
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	134.00
BATTERY TYPE	(2) DEKA 8D	(2) DEKA AD, AGM	511.00
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	NOT REQUIRED	(140.00)

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(6) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
KNEELING CONTROL	CS FRONT	CS FRONT	-
HVAC MOTORS	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR	THERMO KING EBM BRUSHLESS, S391	THERMO KING EBM BRUSHLESS, S391	-
REFRIGERANT	R134A	R407C	322.00
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
USSC ACTIVE AIR	NOT INCLUDED	REQUIRED	5,380.00
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	NOT REQUIRED	-
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSTIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	-
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS (PER STATE OF WA SPEC)	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS & CLEARRIDE ANTIMICROBIAL TREATMENT (PER LAREDO, TX SPEC)	8,355.00
USB CHARGING PORTS MOUNTED ON THE SEATS	NOT INCLUDED	REQUIRED	3,249.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHION	NOT INCLUDED	REQUIRED (CS & SS)	250.00
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(6) 35' CNG LOW FLOOR BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	GILLIG PLEXIGLASS W/ STD GLASS	1,250.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	(12) REQUIRED - BLACK NYLON	300.00
STANCHIONS	YELLOW POWDER COATED	YELLOW POWDER COATED	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	AROW STD FRAME / FULL HEIGHT SLIDER	1,910.00
GLAZING GUARDS	NOT INCLUDED	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	7" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4"RED LED LAMPS	(2) 18" RED LED STRIP LAMPS	220.00
UPPER REAR CAP GRILLE AUX LAMPS	NOT INCLUDED	(2) 4" RED RED LED LAMPS	100.00
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
DITCH LAMP	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	NOT REQUIRED	-
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ANTENNA	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	HANOVER HTC AVA W/MONITOR	13,257.00
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HAND HELD MIC	NOT INCLUDED	REQUIRED	75.00
BOOM MIC	INCLUDED	NOT REQUIRED	(50.00)
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS - FRONT, CURBSIDE & REAR	TWIN VISION AMBER	HANOVER AMBER W/ EG4 WIRELESS CAPABLE CONTROLLER	1,104.00
STREET SIDE DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	41" GFI FASTFARE	24,390.00
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8X15, 2-PC, NON-HEATED W/REMOTE	100.00
TURN SIGNAL ON MIRROR GLAZING	NOT INCLUDED	REQUIRED	250.00
FIRE SUPRESSION	AMEREX V-25 W/ METHANE PROTECTION	AMEREX V-25 W/ METHANE PROTECTION	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-

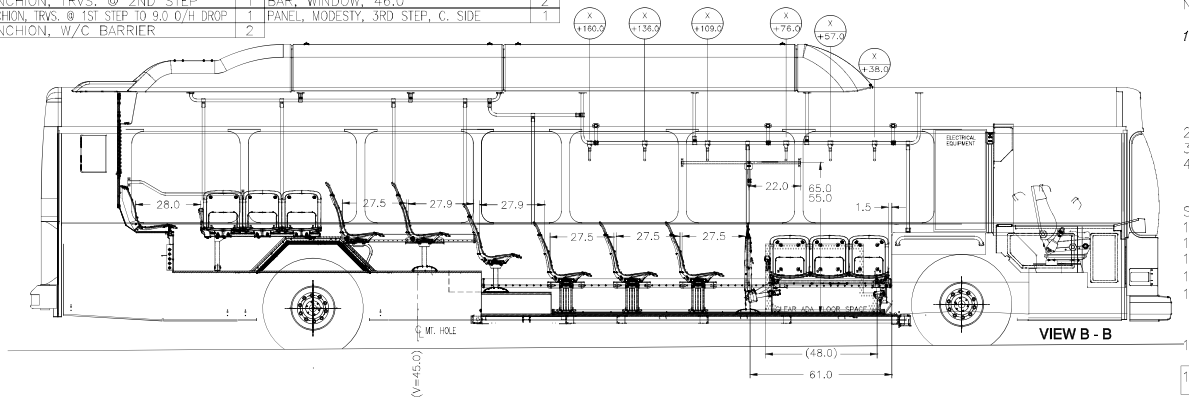
PRICE VARIANCE
5/9/2024
LAREDO, TX OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(6) 35' CNG LOW FLOOR BUS, SN: TBD

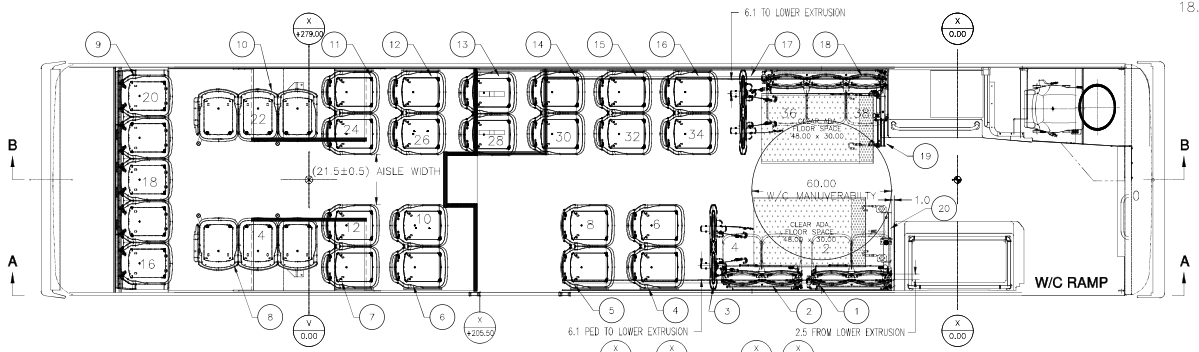
ITEM	STATE OF WASHINGTON, WA	LAREDO, TX	VARIANCE
VIDEO SURVEILLANCE	NOT INCLUDED	SEON 10 - CAMERA SYSTEM W/ NH16V2, 4TB	14,437.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	INCLUDED W/ SEON VIDEO SYSTEM	-
MOBILE EYE 8 CONNECT (ME8) SNGLE CAMERA SYSTEM	NOT INCLUDED	REQUIRED	2,913.00
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS MOUNTING BRACKETS ONLY	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DASH MTD MULTI FUNCTION DISPLAY (MFD)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMP & 24VOLT VOLTMETER	150.00
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	3-COLORS	4,300.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	BUS NUMBERS ONLY	-
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(266.00)
EXT WARRANTY (CNG ENGINE L9N)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON)	24 MONTHS / 150,000 MILES	24 MONTHS / 150,000 MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

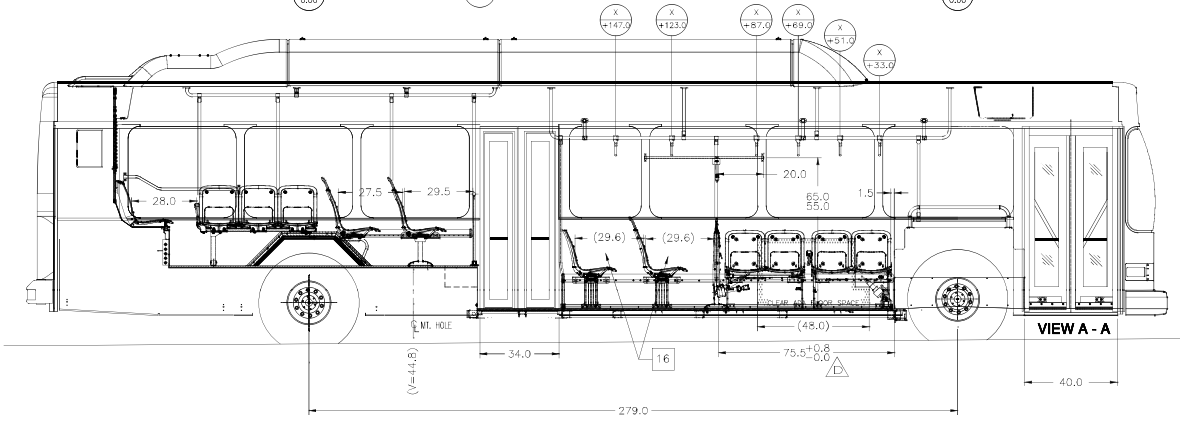
TOTAL LAREDO, TX VARIANCES	83,613.00
STATE OF WASHINGTON, WA 35' CNG LOW FLOOR BASE UNIT PRICE (APRIL 2021)	455,915.00
DELIVERY	3,841.00
LAREDO, TX 35' CNG LOW FLOOR BASE UNIT PRICE	543,369.00
PPI 1413 ADJUSTMENT PER WA CONTRACT AMENDMENT #1 (6/1/2022) = 11.78%	64,009.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3 = (15%)	91,107.00
SPARE / TOOLING BUDGET (1%)	6,985.00
LAREDO, TX 35' CNG LOW FLOOR CURRENT PRICE (5/9/2024)	**705,470.00**

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GILLIG PARTS	QTY	GILLIG PARTS	QTY	GILLIG PARTS	QTY
STANCHION, REAR LONGITUDINAL	4	STANCHION, 1.0 SINGLE OFFSET FWD RD	1	STANCHION, STREETSIDE FWD WHEELWELL	1
STANCHION, TRVS. @ 3RD STEP	2	STRAPS, O/H GRAB	12	STANCHION, CURBSIDE FWD WHEELWELL RACK	1
STANCHION, TRVS. @ 2ND STEP	1	BAR, WINDOW, 46.0	2		
STANCHION, TRVS. @ 1ST STEP TO 9.0 O/H DROP	1	PANEL, MODESTY, 3RD STEP, C. SIDE	1		
STANCHION, W/C BARRIER	2				







NOTES:

1. *TO MAXIMIZE OCCUPANT CRASH PROTECTION AND REDUCE THE POTENTIAL FOR SIGNIFICANT INJURY TO PASSENGERS SEATED IN THE FIRST FORWARD FACING SEATS IMMEDIATELY REARWARD OF THE ADA AREA, GILLIG REQUIRES EITHER: 1.1 THE PLACEMENT OF A BARRIER FORWARD OF THESE SEATS. 1.2 USE OF A GRAB/STANCHION POLE FOR THE AISLE SEAT AND WALL MOUNTED GRAB HANDLE FOR THE OUTBOARD SEAT OR 1.3 SEAT BELTS ON BOTH THESE SEATS.*
2. ALL DIMENSIONS ARE IN INCHES.
3. FLOORING LAYOUT: SEE FL-67522R068.
4. THIS DRAWING IS TO BE USED FOR SEAT INSTALLATION. ALL OTHER GRAPHIC ARE SHOWN FOR REFERENCE ONLY AND THE FINAL DESIGN MAY VARY.

SEAT AND RESTRAINT NOTES:

10. SEATS & RESTRAINT BELTS MUST MEET FMVSS 209 & 302 STANDARDS.
11. GRAB HANDLE MATERIAL: ENERGY-ABSORBING.
12. SEAT INSERT: VR50.
13. W/C BELTS AND RETRACTORS: Q'STRAINT.
14. FOR EACH W/C LOCATIONS WITH FLOOR ANCHORAGE DISTANCES GREATER THAN 60 INCHES SHALL INCLUDE (2) Q5-7580 Q'STRAINT WEBBING LOOPS. TOTAL QTY SHIPPED LOOSE: 2 (REQUIRED FOR CURBSIDE ADA AREA)
15. CANTILEVERED SEATS SHALL HAVE NO SHROUDS.
16. HIP TO KNEE DIMENSIONS SHOWN ARE NOMINAL. SEATS WILL BE EQUALLY SPACED.
17. ALL SEATS WITH T-PEDESTALS SHALL HAVE AN OPEN CHANNEL DESIGN. ALL SEATS EXCEPT ADA SEATS SHALL HAVE AN OPEN CHANNEL DESIGN WITH 3.0 LONG MOUNTING SLOTS.
18. REF: FOR OTHER SEAT DETAILS NOT SHOWN, SEE PURCHASING ORDER SPECIFICATION SHEET.

ITEM NUMBER	VENDOR PART NUMBER	(#) PASSENGER SEAT SIZE	(P) PEDESTAL (C) CANTILEVER	(G) GRAB HANDLE	(F) FLAT BACK PANEL	(QTY) STANCHION QTY	NOTES AND COMMENTS
20		–	–	–	–	–	OPTION H, RH
19		–	–	–	–	–	OPTION H, LH, WHEELWELL MOUNTED
18		3	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD
17		–	P	G	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
16		2	C	G	–	–	
15		2	C	G	–	–	
14		2	C	G	–	1	
13		2	P	G	–	1	(2) PED, P1=9.42, P2=16.55, E=6.12
12		2	P	G	–	1	(1) PED, Po = 26.25, E=6.12
11		2	P	G	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
10		3	P	–	–	2	AFT ARMREST, E=6.12
9		5	–	–	–	–	SETTEE, (3) CENTER SEATS REMOVABLE
8		3	P	–	–	2	AFT ARMREST, E=6.12
7		2	P	G	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
6		2	P	G	–	1	(1) PED, Po = 26.25, E=6.12
5		2	C	–	–	–	
4		2	C	G	–	–	
3		–	P	G	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
2		2	C	–	–	–	W/C FLIP-UP, TOUCH PAD
1		2	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD

38 PASSENGERS

PASSENGER SEAT SUPPLIER:
AMERICAN SEATING CO.
PASSENGER SEAT MODELS:
INSIGHT 18.0 WIDE FWD FACING
INSIGHT 17.0 WIDE AISLE FACING

FIRST CHASSIS
185890-185898 (09) (05/18/15)
189179-189180 (02) (03/06/17)
184261 (01) (10/19/17)
192188-192193 (06) (01/14/19)

REVISIONS					
SYM	DWN	ZONE	DESCRIPTION	REL.	DATE
A	NSH		RELEASED FOR PRODUCTION	105893	01/26/15
B	TPJ	VAR	ADDED SERIAL NUMBERS	116557	09/14/16
C	NSH		ADDED SERIAL NUMBER AND UPDATED DB REV	120951	04/28/17
D	NSH		ADDED SERIAL NUMBER AND UPDATED ITEM 3 LOC	131272	08/17/18

SIGNATURE ON THIS DRAWING INDICATES CUSTOMERS APPROVAL OF LAYOUT AND AGREEMENT THAT SAME IS IN COMPLIANCE WITH CUSTOMER'S SPECIFICATIONS. ONCE SIGNED THIS DRAWING BECOMES A PART OF

CONTRACT #_____

PURCHASE ORDER #:_____

SIGNED BY:_____
ACTING ON BEHALF OF AND WITH THE AUTHORITY OF

STANDARD REVISION: G — DATE: 01/26/15
DESIGNER: N. HOM — DATE: 07/21/14

GILLIG LLC
HAYWARD, CA

GILLIG DESIGN BULLETIN REQUIREMENTS: UNLESS OTHERWISE SPECIFIED

DESCRIPTION	DB NUMBER	REV.
SETTEE:	DB 157.000	D
UPPER SECTION:	DB 157.001	C
CENTER SECTION:	DB 158.001	C
W/C RESTRAINT OPTION:	DB 152.014	AL
ADA CLEAR FLOOR SPACE:	DB 152.000	A
SEAT DIMENSIONAL SPEC.:	DB 152.001	D

DIMENSIONING AND TOLERANCING ARE PER ANSI Y14.5M-1982, UNLESS OTHERWISE SPECIFIED:
MP-7/-XNEE TOLERANCE: LINEAR: .X ±.5 ANGULAR ±5°
NON PADDED SEATS: ±0.25 .XX ±.12
PADDED SEATS: ±0.50 .XXX ±.060
THIRD ANGLE
CAD SCALE: 184261 (01) (10/16/17)
SIZE: D

KIT & DIAGRAM, SEAT LF2010 40' X 102"

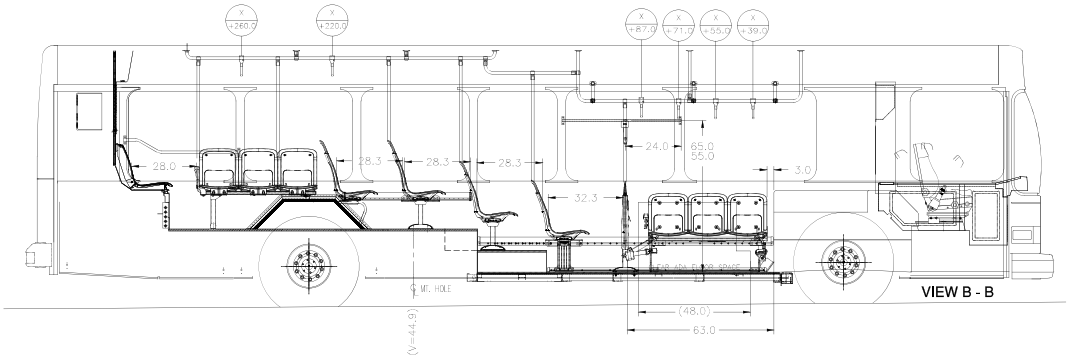
LAREDO, TX

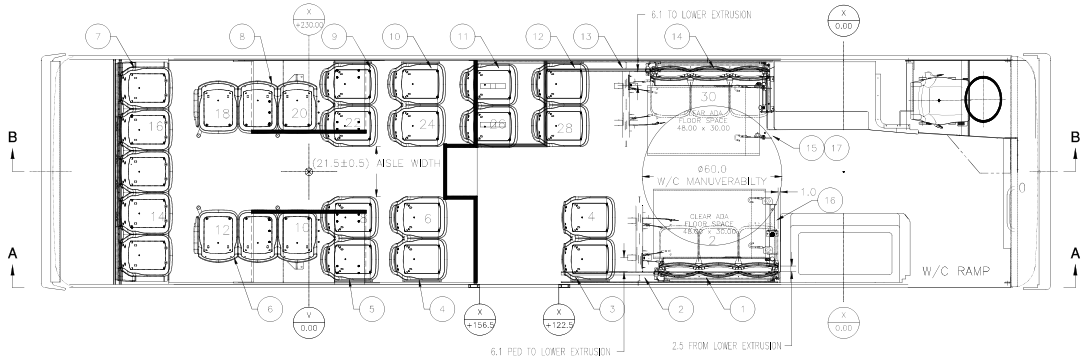
PART NUMBER
SL-72715-185890

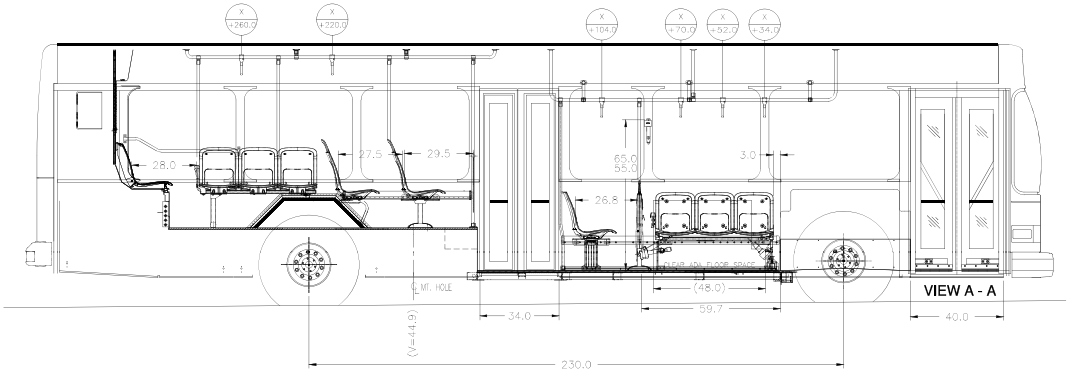
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GILLIG PARTS	QTY	GILLIG PARTS	QTY
STANCHION, REAR LONGITUDINAL	4	BAR, WINDOW, 46.0	1
STANCHION, TRVS. @ 3RD STEP	2	STANCHION/MODESTY, 1.0 SINGLE OFFSET FWD RD SHOWN	1
STANCHION, TRVS. @ 2ND STEP	1	PANEL, MODESTY, 3RD STEP, C. SIDE	1
STANCHION, TRVS. @ 1ST STEP TO 9.0 O/H DROP	1	STRAPS, O/H GRAB	12
STANCHION, W/C BARRIER	2		

REVISIONS					
SYM	DWN	ZONE	DESCRIPTION	REL.	DATE
A	CNA		RELEASED FOR PRODUCTION	138203	05/18/19







NOTES:

1. *TO MAXIMIZE OCCUPANT CRASH PROTECTION AND REDUCE THE POTENTIAL FOR SIGNIFICANT INJURY TO PASSENGERS SEATED IN THE FIRST FORWARD FACING SEATS IMMEDIATELY REARWARD OF THE ADA AREA, GILLIG REQUIRES EITHER:*
   1.1 THE PLACEMENT OF A BARRIER FORWARD OF THESE SEATS.
   1.2 USE OF A GRAB/STANCHION POLE FOR THE AISLE SEAT AND WALL MOUNTED GRAB HANDLE FOR THE OUTBOARD SEAT OR
   1.3 SEAT BELTS ON BOTH THESE SEATS.
2. ALL DIMENSIONS ARE IN INCHES.
3. FLOORING LAYOUT: SEE FL-67525R026.
4. THIS DRAWING IS TO BE USED FOR SEAT INSTALLATION. ALL OTHER GRAPHICS ARE SHOWN FOR REFERENCE ONLY. SEE BOM/ PAINT LAYOUT FOR EXTERIOR GRAPHICS AND GLAZING. FOR APPLICABLE TRANSMISSION HATCH AND STANCHIONS, RACKS AND HANDLES ON WHEEL WELL SEE BOM/MEETING NOTES.

SEAT AND RESTRAINT NOTES:

10. SEATS & RESTRAINT BELTS MUST MEET FMVSS 209 & 302 STANDARDS.
11. ALL SEATS WITH T-PEDESTALS SHALL HAVE AN OPEN CHANNEL DESIGN. ALL SEATS WITH DIMENSION E=6.12 SHALL HAVE 3.0 LONG MOUNTING SLOTS.
12. REF: FOR SEAT SPECIFICATION OPTIONS AND OTHER SEAT DETAILS NOT SHOWN, SEE PURCHASING ORDER SPECIFICATION SHEET.

ITEM NUMBER	VENDOR PART NUMBER	(P) PASSENGER SEAT SIDE	(P) PEDESTAL (C) CANTILEVER	(G) GRAB HANDLE	(F) FLAT BACK PANEL	(QTY) STANCHION COUNT	NOTES AND COMMENTS
16		–	–	–	–	–	OPTION H, RH
15		–	–	–	–	–	OPTION H, LH, WHEELWELL MOUNTED
14		3	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD
13		–	P	G	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
12		2	C	G	–	1	
11		2	P	C	–	1	(2) PED, P1=9.42, P2=16.55, E=6.12
10		2	P	C	–	1	(1) PED, Po = 26.25, E=6.12
9		2	P	C	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
8		3	P	–	–	2	AFT ARMREST, E=6.12
7		5	–	–	–	–	REMOVABLE SETTEE, CENTER 3 SEATS REMOVABLE
6		3	P	–	–	2	AFT ARMREST, E=6.12
5		2	P	C	–	–	MOUNTED TO WHEEL WELL, MIN TRAVEL ±1.5
4		2	P	C	–	1	(1) PED, Po = 26.25, E=6.12
3		2	C	–	–	–	
2		–	P	C	–	1	W/C BARRIER, (2) PED, P1=10.00, P2=16.00, E=8.0, REMOTE BELT REL
1		3	C	–	–	–	W/C FLIP-UP, AFT ARMREST, TOUCH PAD

31 PASSENGERS

PASSENGER SEAT SUPPLIER:
AMERICAN SEATING CO.
PASSENGER SEAT MODELS:
INSIGHT 18.0 WIDE FWD FACING
INSIGHT 17.0 WIDE AISLE FACING

FIRST CHASSIS
SEE PRODUCITON BOM

SIGNATURE ON THIS DRAWING INDICATES CUSTOMERS APPROVAL OF LAYOUT AND AGREEMENT THAT SAME IS IN COMPLIANCE WITH CUSTOMER'S SPECIFICATIONS. ONCE SIGNED THIS DRAWING BECOMES A PART OF

CONTRACT #_____

PURCHASE ORDER #:_____

SIGNED BY:_____ _____

ACTING ON BEHALF OF AND WITH THE AUTHORITY OF

_____ _____

STANDARD REVISION: N DATE: 10/27/15

DESIGNER: CHARLIE ABABSEH DATE: 05/18/19

GILLIG LLC
LIVERMORE, CA

GILLIG DESIGN BULLETIN REQUIREMENTS: UNLESS OTHERWISE SPECIFIED		
DESCRIPTION	DB NUMBER	REV.
SETTEE:	DB 157.000	D
UPPER SECTION:	DB 157.001	C
CENTER SECTION:	DB 158.007	B
W/C RESTRAINT OPTION:	DB 152.014	AM
ADA CLEAR FLOOR SPACE:	DB 152.000	A
SEAT SPECIFICATIONS:	DB 152.001	D

DIMENSIONING AND TOLERANCING ARE PER ANSI Y14.5M-1982, UNLESS OTHERWISE SPECIFIED:
HPU-TCHONEE TOLERANCE: NON PADDED SEATS: ±0.25 PADDED SEATS: ±0.50
LINEAR: .X ±.2 .XX ±.12 .XXX ±.060
ANGULAR ±5°
THIRD ANGLE PROJECTION
CAD SCALE: 1:51
SIZE: B

KIT & DIAGRAM, SEAT
LF2010 35' X 102"

LAREDO, TX

PART NUMBER
SL-66464-187136

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DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	TX-2024-034-00
Temporary Application Number	2069-2023-3
Award Name	FY2022 Section 5339(c) Low or No Emission Grant Program-City of Laredo Bus and Bus Program
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A		
Original Period of Performance End Date	7/31/2025		
Current Period of Performance End Date	7/31/2025	Revision #: 0	Approved?: No

Budget Period Start Date	N/A
Budget Period End Date	7/31/2025

Part 1: Recipient Information

Name: CITY OF LAREDO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2069	City	CITY OF LAREDO	Y5MTUNLGB2P5	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 Houston St	Laredo	TX	78040
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

Part 2: Application Information

Title: FY2022 Section 5339(c) Low or No Emission Grant Program-City of Laredo Bus and Bus Program

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2024-034-00	Final Concurrence / Reservation	Grant	Region 6	8/11/2023	8/11/2023	No

Application Executive Summary
On August 18, 2022, a Federal Register Notice (FRN) Federal Register / Vol. 87, No. 43 / Friday, March 4, 2022 / Notices was published announcing the Federal Transit Administration's selection of projects funded under the Low or No Emission Grants (Low-No) program. Project ID is D2022 LWNO-092. A copy of the competitive application proposal is attached in the ap
The City of Laredo Transit is applying for FY2022 Section 5339(c) Low or No Emission Grant Program in the amount of $7,430,385.00. The Local Match share is $1,331,245.00. The grant will allow for the following:
Purchase of fourteen (14) compressed natural gas (CNG) buses to replace fourteen (14) diesel buses from the El Metro fleet., other capital items and employee training.

The Project will support lower emissions and the economic vitality of the region by increasing the efficiency of service provided. The Project will also result in the training of mechanics and technicians to be trained to work on the CNG buses. The benefits of the CNG Buses include decreased maintenance and maintenance costs with the added benefit of a clean-burning engine, which results in less required maintenance and lower maintenance costs over time.
The El Metro Bus CNG buses will offer environmental benefits by improving air quality and reduced greenhouse gas emissions. CNG engines tend to produce less noise than traditional diesel engines, contributing to a quieter and more comfortable urban environment. CNG buses often comply with stringent emission standards. CNG buses are often viewed favorably by the public due to their cleaner and greener image, contributing to a positive public perception of public transportation. There will be local economic impact in that the development of CNG refueling infrastructure can contribute to local economic development, creating jobs and supporting local businesses.

In executing this grant, The City of Laredo and El Metro Transit agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C) regarding the phased increase in domestic content under the Buy America statute for rolling stock.

The fourteen (14) buses being replaced with the new CNG buses are as follow:

Veh No Type/Make Ft. Model Year Fuel VIN Mileage As of 7/31/23 / Yrs. in Svc
1 0908 BUS /Gillig 35 G27D102N4 2009 Diesel 15GGB271291176096 627,884 /14
2 0909 BUS /Gillig 35 G27D102N4 2009 Diesel 15GGB271491176097 674,763 /14
3 0910 BUS/Gillig 35 G27D102N4 2009 Diesel 15GGB271691176098 577,245 /14
4 1130 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2714B1178156 533,074 /14
5 1131 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2716B1178157 483,999 /14
6 1132 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2718B1178158 436,324 /14
7 1133 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD271XB1178159 574,639 /14
8 1134 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2716B1178160 630,900 /14
9 1135 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2718B1178161 516,500 /14
10 1136 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2712B1178162 487,761 /14
11 1137 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2714B1178163 540,010 /14
12 1138 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2716B1178164 504,016 /14
13 1139 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2718B1178165 464,106 /14
14 1140 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB271XB1178166 513,280 /14

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this project is to continue with the bus replacement program of Compressed Natural Gas (CNG) buses.

Activities to be performed:
Funds will be used to purchase compressed natural gas (CNG) buses.

Expected outcomes:
Funding will permit the City of Laredo Transit to replace fourteen (14) diesel buses with new compressed natural gas (CNG).

Intended beneficiaries:
The City of Laredo Transit seeks to purchase and deploy fourteen (14) CNG transit buses and permanently dismantle the fourteen (14) existing diesel buses, which will complete Laredo's commitment to providing a near-zero safe, sustainable, transit fleet for the community.

Subrecipient Activities:
None.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
Eloisa	Mascorro	Grants Administrator	emascorro@ci.laredo.tx.us	(956) 795-2288 284
	kwasi.bosompem@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$7,430,385
Local			$1,331,245
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,761,630**

Application Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-034-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$7,430,385.00	$1,311,245.00	$8,741,630.00	14
TX-2024-034-01-00		11.12.01	BUY REPLACEMENT 40-FT BUS	$3,242,810.00	$572,260.00	$3,815,070.00	6
TX-2024-034-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$4,187,575.00	$738,985.00	$4,926,560.00	8
TX-2024-034-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)		$0.00	$20,000.00	$20,000.00	1
TX-2024-034-01-00		11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$0.00	$20,000.00	$20,000.00	1

Discretionary Allocations

Discretionary ID	Project Title	Amount Applied	FAIN
D2022-LWNO-092	El Metros Bus Replacement Project: An Investment in Laredos Vulnerable Populations Through Near-Zero Transit Technology	$0	TX-2024-034-00

Part 3: Project Information

Project Title: Purchase fourteen (14) Compressed Natural Gas (CNG) Buses

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-034-01-00	2069-2023-3-P1	8/15/2023	9/1/2023	8/1/2024

Project Description
The City of Laredo will be purchasing fourteen (14) compressed natural gas (CNG) buses with the FY22 Section 5339(c) Low or No Emission Grant Program grant funds of $8,761,630.00. FTA share is $7,430,385.00 and Local Match share is $1,331,245.00. These buses will replace fourteen (14) of our current diesel buses.

Project Benefits
The El Metro Bus Replacement Project is an investment in the well-being of thousands of daily transit riders and the completion of our vision to provide a modern transit experience that deploys clean technology. The project achieves the FTA priorities of reducing energy consumption, harmful emissions, and carbon emissions by extending the reach of near-zero CNG buses into all communities of Laredo, leveling the radical divide for those dependent on public transportation.

Additional Information
n/a

Location Description
Laredo, Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

Congressional District Information

District	State
23	Texas

Program Plan Information

STIP/TIP
Date: 10/19/2023
Description: TIP-Amendment and Resolution FY2022 - 10/19/2023
STIP

UPWP
Date: N/A

Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$7,430,385
Local			$1,331,245
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,761,630**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-034-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$7,430,385.00	$1,311,245.00	$8,741,630.00	14
TX-2024-034-01-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$3,242,810.00	$572,260.00	$3,815,070.00	6
TX-2024-034-01-00	11.12.02	BUY REPLACEMENT 35-FT BUS	$4,187,575.00	$738,985.00	$4,926,560.00	8
TX-2024-034-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	$0.00	$20,000.00	$20,000.00	1
TX-2024-034-01-00	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$0.00	$20,000.00	$20,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7D.02 - EMPLOYEE EDUCATION/TRAINING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	TRAINING - CAPITAL BUS	1

Extended Budget Description
This addresses the workforce challenges driven by the transition to zero-emission bus technologies, Laredo transit management will work together to identify strategic priorities to recruit, train, and retain a skilled workforce. With the zero-emission vehicles, having access to a modern and well-trained workforce is a critical cofactor to success. Pursuing advancements in electric propulsion, high-density energy storage, and fuel-cell technologies necessitates the upskilling of workers, as does the operation, maintenance, and management of these advanced vehicles.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$0
Local			$20,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$20,000**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2024	Estimated start of driver training.
End Date	8/1/2024	Estimated date of completed driver training.

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	8

Extended Budget Description
Purchase replacement near-zero 35 FT. buses. Each bus has a useful life of 12 years or 500,000 miles, whichever comes first.
Veh No Type/Make Ft. Model Year Fuel VIN Mileage As of 7/31/23 / Yrs. in Svc
7 1133 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD271XB1178159 574,639 /14
8 1134 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2716B1178160 630,900 /14
9 1135 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2718B1178161 516,500 /14
10 1136 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2712B1178162 487,761 /14
11 1137 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2714B1178163 540,010 /14

12 1138 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2716B1178164 504,016 /14
13 1139 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB2718B1178165 464,106 /14
14 1140 BUS /Gillig 35 G27B102N4 2011 Diesel 15GGB271XB1178166 513,280 /14

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$4,187,575
Local			$738,985
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,926,560**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	9/1/2023	Estimated date to finalize the bus specifications.
Contract Award Date	9/18/2023	Estimated date for Mass Transit Board to approve the purchase.
Initial Delivery Date	7/1/2024	Estimated date of delivery.
Final Delivery Date	7/15/2024	Estimated date of delivery and inspection completed.
Contract Completion Date	8/1/2024	Estimated date of end of contract.

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	6

Extended Budget Description
Buy six (6) replacement near-zero 40 FT. buses. Each bus has a useful life of 12 years or 500,000 miles, whichever is reached first.
Veh No Type/Make Ft. Model Year Fuel VIN Mileage As of 7/31/23 / Yrs. in Svc
1 0908 BUS /Gillig 35 G27D102N4 2009 Diesel 15GGB271291176096 627,884 /14
2 0909 BUS /Gillig 35 G27D102N4 2009 Diesel 15GGB271491176097 674,763 /14
3 0910 BUS/Gillig 35 G27D102N4 2009 Diesel 15GGB271691176098 577,245 /14

4 1130 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2714B1178156 533,074 /14
5 1131 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2716B1178157 483,999 /14
6 1132 BUS /Gillig 40 G27D102N4 2011 Diesel 15GGD2718B1178158 436,324 /14

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$3,242,810
Local			$572,260
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,815,070**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	9/1/2023	Estimated date to finalize the bus specifications.
Contract Award Date	9/18/2023	Estimated date for Mass Transit Board to approve the purchase.
Initial Delivery Date	7/1/2024	Estimated date of delivery.
Final Delivery Date	7/15/2024	Estimated date of delivery and inspection completed.
Contract Completion Date	8/1/2024	Estimated date of end of contract.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial

off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	6	$3,242,810.00	$3,815,070.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

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Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	8	$4,187,575.00	$4,926,560.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	1	$0.00	$20,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
Year Unitt# Make
2009 0901 Gillig
2009 0902 Gillig
2009 0903 Gillig
2009 0904 Gillig
2009 0905 Gillig
2009 0906 Gillig
2009 0907 Gillig
2009 0908 Gillig
2009 0909 Gillig
2009 0910 Gillig
2009 0915 Chevrolet
2009 0926 Chevrolet
2009 0929 Gillig (Trolley)
2011 1130 Gillig
2011 1131 Gillig
2011 1132 Gillig
2011 1133 Gillig
2011 1134 Gillig
2011 1135 Gillig
2011 1136 Gillig
2011 1137 Gillig
2011 1138 Gillig
2011 1139 Gillig
2011 1140 Gillig
2011 1141 Gillig
2011 1142 Champion
2011 1143 Champion
2015 1544 Gillig LLC
2015 1545 Gillig LLC
2015 1546 Gillig LLC
2015 1547 Gillig LLC
2015 1548 Gillig LLC
2015 1549 Gillig LLC

2015 1550 Gillig LLC
2015 1551 Gillig LLC
2015 1552 Gillig LLC
2017 1753 Gillig LLC
2017 1754 Gillig LLC
2017 1755 Gillig LLC
2019 1956 Gillig LLC
2019 1957 Gillig LLC
2019 1958 Gillig LLC
2019 1959 Gillig LLC
2019 1960 Gillig LLC
2019 1961 Gillig LLC
2019 1962 Gillig LLC
2020 2063 Champion
2020 2064 Champion
2020 2065 Gillig LLC(BRT)
2020 2066 Champion
2021 2167 Gillig LLC
2021 2168 Gillig LLC (HYB)
2022 2269 Champion

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	37
	B. Spares	7
	C. Total (A+B)	44
	D. Spare Ratio (B/A)	18.92%
II.	**Inactive Fleet**	
	A. Other	7
	B. Pending Disposal	3
	C. Total (A+B)	3
III.	**Total (I.C and II.C)**	47

Part 5: FTA Review Comments

Application Review Comments

Comment By	Laura Wallace
Comment Type	Project Overview
Date	9/7/2023
Project Title	Purchase fourteen (14) Compressed Natural Gas (CNG) Buses
Project Number	TX-2024-034-01-00
Comment	• Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera

Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.
• Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance.
• 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.
• 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.
• Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.
• Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.
• The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

3.2.15 Buy America – For any FTA assisted project, the steel, iron, and manufactured products acquired for use in the construction project must be produced in the United States, unless FTA has granted a waiver. See 49 U.S.C. § 5323(j); 49 C.F.R. part 661. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in the Federal Acquisition Regulation (FAR) at 48 C.F.R. chapter 1, subchapter D, part 25, subparts 25.1 and 25.2. Recipients can obtain detailed information on FTA's Buy America regulation at the Federal Transit Administration's Buy America website.

3.2.16 *Accessibility* – Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

3.3 Rolling Stock Contracts

The term "rolling stock" applies to vehicles used to transport passengers and includes buses, vans, sedans, railcars, locomotives, trolley cars, ferryboats, and other vehicles used for guideways and inclined planes. Light duty vehicles such as vans, sedans, and pick-up trucks used for administrative and maintenance purposes are considered equipment. Light duty vehicles used to transport passengers are considered rolling stock.

FTA recipients are permitted to use all of the following procurement methods as permitted by state and local laws for acquiring rolling stock.

3.3.1 *Solicitation or Invitation for Bids or Proposals* – Most recipients likely will acquire their rolling stock through procurements in the open market that involve the typical standard bidding and proposal procedures. Recipients may contract only for their current and reasonably expected public transportation needs and may not add quantities or options to third party rolling stock contracts solely for the purpose of permitting assignment to another party at a later date.

3.3.2 *Joint Procurements* – The Uniform Guidance (2 C.F.R. Section 200.318(e)) states that recipients are "encouraged to enter into state and local

intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services." FTA refers to such procurements as "joint procurements." FTA encourages joint procurements in which two or more grantees issue a single solicitation document and enter into a single contract with a vendor or vendors for rolling stock in a fixed quantity, which may be expressed with both a total minimum and total maximum. Unlike a State or nonprofit cooperative procurement contract (discussed below), a joint procurement does not permit non-parties to participate in the contract except through the assignment of options. Joint procurements offer the advantage of obtaining goods and services that better meet the needs of each participating recipient than those goods and services likely to be available through an assignment of another recipient's contract rights.

Like all solicitations, joint procurements must be tailored to the specific quantities that participants anticipate needing, and are cautioned to not inflate the maximum quantity of vehicles so that other recipients may "piggyback" on the contract later. At a minimum, the maximum quantity available under the contract should bare a reasonable relationship to the recipients' number of peak service vehicles. For example, a joint procurement with a maximum quantity of 600 buses likely would not be reasonable if the combined number of vehicles in peak service of the participants in the joint procurement is only 75 buses. The parties to a joint procurement can agree to share responsibility for different portions of the process, e.g., one recipient may prepare the technical specification and another prepares and conducts the solicitation process. As stated in FTA Circular 4220.1F, "Participation in a joint procurement, however, does not relieve any participating recipient from the requirements and responsibilities it would have if it were procuring the property or services itself, and does not relinquish responsibility for the actions of other participants merely because the primary administrative responsibility for a particular action resides in an entity other than in itself. All elements of the procurement should be subject to the review and approval of all participants. Each participant should have the right to take part in the evaluation and selection process."

Notwithstanding the single contract award nature of a joint procurement, purchasers in a joint procurement may award individual contracts for their particular needs as long as those contracts reflect the terms and conditions in the joint procurement competitive solicitation and the proposal that was submitted by the winning contractor. One approach that has been used for joint bus procurements is for the lead agency to award the basic contract with

pricing, specifications, terms and conditions, etc., and then to have the participating agencies issue individual purchase orders against the basic contract as funding becomes available to the agencies during the life of the contract. The purchase orders would reflect the basic contract unit prices and reference the basic contract for other terms and conditions.

3.3.3 *Exercise of Options* – A recipient may use its own contract options with the following limitations:

- *Consistency with the Underlying Contract* – The terms and conditions of the option must be substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
- *Price* – The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous than what can be obtained in the open market.
- *Awards Treated as Sole Source Procurements* – The following actions constitute sole source awards and recipients must be able to justify the use of a non-competitive award, i.e., a sole source procurement, before it enters into a contract.
  - *Failure to Evaluate Options before Awarding the Underlying Contract* – If a contract has one or more options and those options were not evaluated in determining the low bid for the original contract award, exercising those options after contract award will result in a sole source award. This means that the original contract award must be made on the total price of all items, both base and option, even if the base items' prices being offered by the overall low bidder are higher than those offered by another bidder.
  - *Negotiating a Lower Option Price* – Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

3.3.4 *Acquisition Through Assigned Contract Rights/Piggybacking* – Recipients may find it useful to acquire contract options through assignment by another recipient. This practice also is known as "piggybacking." A recipient that obtains contractual rights through assignment may use these rights after determining: (1) that the original contract price remains fair and reasonable; (2) that the original contract provisions comply with all applicable Federal requirements; and (3) that the assigning recipient originally procured quantities necessary for their needs (i.e., they did not procure unreasonably large quantities). Before proceeding with the assignment, the recipient seeking the assignment must review the original

contract to be sure that the quantities the assigning recipient acquired, together with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract. Recipients do not need to perform a second price analysis if one was performed for the original contract. FTA does, however, expect the recipient to determine whether the contract price or prices that were established under the original agreement are still fair and reasonable. Also, recipients using assigned contract rights are separately responsible for ensuring that the contractor complies with FTA's Buy America requirements for the assigned quantities. Finally, recipients should be mindful that piggybacking on contracts with the pre- FAST Act domestic content requirement of more than 60 percent may be restricted as well. For further information on Buy America and piggybacking, please consult FTA's website's Buy America page.

3.3.5 *State Cooperative Purchasing Contracts* – Under Section 3019 of the FAST Act, grantees may purchase rolling stock and related equipment from a State cooperative procurement contract. A "cooperative procurement contract" means a contract entered into between a State government or eligible nonprofit entities and 1 or more vendors under which the vendors agree to provide an option to purchase rolling stock and related equipment to multiple participants. The contract term for a cooperative procurement contract may be for an initial term of not more than two years and may include three optional extensions of one year each. A lead procurement agency or lead nonprofit entity in such a procurement may charge participants in the contract no more than 1 percent of the total value of the contract.

Under prior law, FTA referred to these types of State contracts as "State purchasing schedules" and, as such, were only available to recipients within that State. Under the FAST Act, a grantee may purchase rolling stock and related equipment from any State's cooperative procurement contract or schedule.

State cooperative purchasing contracts or state schedules are subject to federal requirements, including, but not limited to, full and open competition, no geographic preferences, Buy America, and bus testing, and must include all FTA required clauses and certifications with its purchase orders issued under the State contract. Pursuant to Section 3019 of the FAST Act, recipients may purchase from another State's schedule.

3.3.6 *Capital Lease* – Federal funds may be used to lease instead of buy rolling stock, and leases are considered third party contracts. Notably, Buy America requirements apply to capital leases. The FAST Act made

several changes to Federal transit law as it relates to capital leases; recipients should reach out to their FTA regional office for assistance if contemplating a capital lease of rolling stock.

3.3.7 *Special Contract Provisions for Rolling Stock Contracts* – The following requirements may affect rolling stock procurements:

- *Accessibility* – Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.
- *Transit Vehicle Manufacturer Compliance with DBE Requirements* – Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements. FTA's website contains a list of current certified TVMs and it is a best practice to confirm a TVMs certification with this list. If a TVM is not on the FTA list, recipients should contact the civil rights officer in their region before awarding the contract.
- *Minimum Useful Life* – FTA requires each recipient to maintain satisfactory continuing control of FTA assisted property. For buses and certain other vehicles, FTA has established minimum service life policies that may affect the quantity of vehicles that the recipient may acquire. See the most recent version of FTA Circular 5010.1, "Grant Management Requirements," which address minimum useful life for vehicles.
- *Spare Ratios* – All FTA assistance for third party procurements must be limited to property and services the recipient will use in the near future. Generally, FTA will not approve acquisition of an excessive number of spare vehicles not regularly used in public transportation service. See the most recent version of FTA Circular 5010.1, "Grant Management Requirements," for additional information.
- *Air Pollution and Fuel Economy* – Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 C.F.R. part 600.
- *Bus Testing* – Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49

U.S.C. § 5318, and FTA regulations, "Bus Testing," 49 C.F.R. part 665. Buses must achieve a passing score on eight performance measures in order to be eligible for FTA funding.

- *In-State Dealers* – The recipient may not limit its third party bus procurements to its in-State dealers, 49 U.S.C. § 5325(i). Although FTA respects State licensing requirements, FTA is prohibited by law from providing assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.
- *Basis for Contract Award* – As permitted by 49 U.S.C. § 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.
- *Time Limits for Options on Rolling Stock Contracts* – Under 49 U.S.C. § 5325(e)(1)(A), a recipient may enter into a multiyear contract to acquire buses or replacement parts with options not exceeding a total of five (5) years to buy additional buses or replacement parts. Under 49 U.S.C. § 5325(e)(1)(B), a recipient may enter into a multiyear contract to acquire railcars or replacement parts with options not exceeding a total of seven (7) years to buy additional railcars or replacement parts provided that such option does not allow for significant changes or alterations to the rolling stock. FTA interprets these five and seven year periods as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth or seventh year, as applicable. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for the applicable five or seven-year period. This does not mean the recipient must obtain delivery, acceptance, or even fabrication in five or seven years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five or seven years based on the effective date of the contract. However, rolling stock options must be exercised within the original contract term.
- *Buy America* – When procuring rolling stock, recipients must ensure that the cost of the components and subcomponents produced in the United States meets the following threshold requirements: (i) for fiscal years 2016 and 2017, more than 60 percent of the cost of all components of the rolling stock; (ii) for fiscal years 2018 and 2019,

more than 65 percent of the cost of all components of the rolling stock; and (iii) for fiscal year 2020 and each fiscal year thereafter, more than 70 percent of the cost of all components of the rolling stock. Additionally, final assembly of the rolling stock must occur in the United States. See 49 U.S.C. § 5323(j) (2) (C). For further information about implementation of this requirement, see FTA's *Federal Register* Notice of Policy on the Implementation of the Phased Increase in Domestic Content under the Buy America Waiver for Rolling Stock and Notice of Public Interest Waiver of Buy America Domestic Content Requirements for Rolling Stock Procurement in Limited Circumstances, Sept. 1, 2016. Please click here for a link to the Federal Register notice.

- *Pre-Award and Post Delivery Reviews for Rolling Stock* – FTA requires that recipients purchasing revenue passenger rolling stock undertake reviews of the rolling stock before award of the bid, during manufacture, and following delivery of the rolling stock. Applicants seeking to acquire rolling stock must certify that they will comply with FTA's pre-award and post-delivery review requirements. See 49 U.S.C. § 5323(m) and FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. part 663.

Recipients can obtain detailed information on FTA's Buy America regulation at the FTA website's Buy America Page.

3.4 Procurement Methods

Recipients may choose from the following procurement methods, provided they comply with the recipient's State and local laws and regulations. Micro and small purchase thresholds may vary by State and local governments. If a recipient has the legal authority under State law to implement a micro-purchase and small purchase program, they must comply with their State and local requirements. If a State has lower threshold requirements than FTA has established, the recipient must comply with those State levels. However, the FTA threshold is a ceiling, and procurements using FTA funds that exceed the FTA threshold will not be considered micro-purchase or small purchases, even if the State threshold is higher.

There is no Federal requirement that a recipient use the sealed bid or competitive proposal method for any of its federally funded procurements. There is a mixture of history and tradition behind the use of sealed bidding in the public sector that is frequently embodied in legislative requirements at both the Federal and State levels. Although Federal legislative requirements mandating the use of this method have been relaxed in recent years, many States still require its use for many commodities or services being procured and it is still the "preferred" method for the acquisition of construction services in the public sector, including by FTA. Sealed bidding is perceived to be a faster, more objective method of

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Bus Procurement Frequently Asked Questions

Guidance Disclaimer: These FAQs do not have the force and effect of law and are not meant to bind the public in any way. These FAQs are intended only to provide clarity to the public regarding existing requirements under the law or agency policies. FTA recipients and subrecipients should refer to FTA's statutes and regulations for applicable requirements.

Contract Adjustments

Q. Can an FTA recipient adjust a federally assisted contract to address price increases?
A. Yes. Under certain circumstances, FTA recipients may adjust existing contracts to address price increases. All recipients should take every reasonable measure to control costs and be good stewards of Federal dollars wherever possible. The applicable Federal requirements on adjusting existing contracts are contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Requirements", codified at 2 CFR Part 200). In certain circumstances, the OMB Uniform Requirements permit the parties with an existing federally funded contract to modify the contract for several reasons, including price adjustments. When permitted to modify a contract, FTA recipients are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k).

Whether a particular modification is permissible—and what Federal requirements apply—will depend on a variety of factors, including the terms and conditions of that contract (e.g., change clauses, Producer Price Index adjustment clauses, and Consumer Price Index adjustment clauses); applicable state, local, or tribal procurement law; the terms of a price adjustment; and the scope of the contract modification.

For example, before a recipient modifies a contract, it must perform a cost or price analysis if the modification will exceed the simplified acquisition threshold (currently $250,000) (2 CFR 200.324(a)). If a modification will include profit for the vendor, the recipient must negotiate profit as a separate element of the price (2 CFR 200.324(b)).
Related online FTA resources include:

- FTA Circular 4220.1F, Third Party Contracting Guidance
- FTA Circular 5010.1E, Award Management Requirements
- FTA Best Practices Procurement and Lessons Learned Manual

Q. In the event of an increase to a contract price, can a grantee seek additional Federal funding to cover the increase?
A. Yes, FTA formula funding programs and certain other Federal funding may be available to contribute funding to cover an increase in price due to a contract modification. Local match requirements of the various programs would apply. For example, FTA's Urbanized Area Formula Program, State of Good Repair Formula Program, and Rural Area Formula Program, along with the Federal Highway Administration's flexible funding programs eligible for public transportation projects, such as the Surface Transportation Block Grant and Congestion Mitigation and Air Quality programs, may be available if the contract would be eligible under those respective programs.

Q. My agency entered a fixed-price contract. The bus manufacturer is now requesting to re-open the contract for a price-adjustment. Is this permissible?
A. Whether a price adjustment to a fixed price contract would be permissible, or would be an impermissible cardinal change is a fact-specific determination that will depend on all the relevant facts, such as applicable state, local, and tribal procurement law, the terms of any change clause, whether or not the contract has a price adjustment clause, and the terms of the RFP.

Recipients should consider these factors and consult with their FTA Regional Offices on allowability prior to reopening a fixed-price contract, particularly if there is no price adjustment clause.

Possible Actions to Accelerate Vehicle Delivery, Contain Costs and Risks

Q. What can transit agencies do to reduce engineering, supply chain, and financial costs on the bus manufacturing industry and help address the issues of rising bus costs and delivery timelines?
A. Transit agencies have several options. For example, they can avoid excessive customizations, prescriptive design-based specifications, and unnecessary bonding requirements. Agencies may consider:

- Issuing performance specifications rather than design specifications in RFPs, allowing manufacturers to compete to deliver the best performing vehicle at a lower price without your agency prescribing how they are to achieve that performance.
- Performance-based specifications are a preferred procurement approach in OMB guidance and in FTA's third-party procurement circular (4220.1F).
- Performance-based specifications may be easier to develop and evaluate for agency staff, which may result in a faster procurement cycle.
- Unduly restrictive, design-based specifications can run afoul of federal full and open competition requirements. E.g., 2 CFR 200.319(d)(1).
- Transit agencies also can procure off a state schedule or use a joint procurement with a shared technical specification.
- Since it was authorized in 2015 by Section 3019 of the FAST Act (P.L. 114-94), many transit agencies are procuring off state schedules, even those not in their home state, to minimize their expenses in administering a procurement and get a more standardized bus at a better price that is able to be manufactured quicker.
- On the payment side, progress payments are eligible for federal reimbursement and are a way to reduce manufacturers' financing costs associated with contract, which should be reflected in a lower price.
- Only require bonds or a letter of credit when necessary and at the minimum amount needed. FTA does not generally impose security requirements for bus procurements. FTA only requires adequate security for buses and equipment when a transit agency makes advance or progress payments with Federal funds in advance of receipt of the rolling stock.

Q. Why should transit agencies consider using a performance-based specification rather than design-based?
A. Performance specifications are based on the function and performance of a product or service under specified conditions. By contrast, design specifications are based on the design of a product or service. Typical design specifications may include:

- Dimensions, materials to be used, commonly and competitively available components, and non-proprietary manufacturing methods.

As a result, design specifications tend to be far more detailed and prescriptive.

In short, performance specifications encourage competition and innovation and may minimize workload on the agency developing the technical specifications within the RFP. Performance specifications place the greatest degree of responsibility on the contractor to deliver the promised performance.

Performance specifications are a preferred procurement approach in the Uniform Requirements, e.g., 2 CFR 200.319(d)(1), and in FTA's third-party procurement circular (4220.1F). Whether procuring a bus or vehicle component, performance-based specifications allow manufacturers to compete to deliver the best-performing vehicles at a lower price without agencies prescribing how they are to achieve that performance.

Advance and Progress Payments

Q. Can an FTA grantee receive FTA reimbursement for an advance payment it makes to a transit vehicle manufacturer for a rolling stock procurement prior to receipt of the vehicles?
A. Yes, if certain conditions are met. Advance payments (sometimes called mobilization payments) are payments made to a contractor, including a transportation vehicle manufacturer, before the contractor incurs contract costs.

Pre-Award: A recipient may use local funds for advance payments before receiving an FTA grant. FTA formula grant programs usually come with automatic authority to incur costs pre-award. However, if there is no automatic pre-award authority for the procurement, then to maintain eligibility for FTA reimbursement after grant award, the recipient must obtain a letter of no prejudice or other pre-award authority from FTA before making an advance payment using local funds.

Post-Award: After FTA grant award, a recipient may use FTA assistance to make advance payments under a bus contract before the contractor has incurred costs under the contract if:

- The recipient can provide sound business reasons for doing so, such as a reduction in the cost of the contract as a result of the advance payment and has obtained advance written concurrence from its FTA Regional Office.
- An essential pre-condition to FTA's concurrence is that the recipient must obtain adequate security from the contractor in the amount of the advance payment. For a rolling stock procurement, adequate security for an advance payment typically takes the form of a performance bond or a letter of credit.

Q. Can an FTA grantee using FTA funding receive FTA reimbursement for progress payments it makes to a transit vehicle manufacturer for a rolling stock procurement prior to receipt of the vehicles?
A. Yes. Progress payments (sometimes called milestone payments) are payments made to the contractor prior to the completion of all contract work. Progress payments are a common practice for construction contracts and railcar procurements, and are permissible for bus procurements.

A recipient may use local funds for progress payments before receiving an FTA grant and maintain eligibility for FTA reimbursement after grant award if it has pre-award authority, or use FTA funds after FTA grant award, provided that (1) the recipient has sufficient written documentation to substantiate the basis for making progress payments and the completion of the work for which progress payments are requested; and (2) the recipient obtain adequate security from the contractor for the progress payments to safeguard against performance difficulties. For a rolling

stock procurement, adequate security typically takes the form of a performance bond or letter of credit, but may be other types of security negotiated by the parties, such as receipt of title to the vehicles at an appropriate point in the manufacturing process. Recipients should consult with their FTA Regional Offices on the adequacy of alternative forms of security other than a bond or letter of credit.

With respect to documentation for rolling stock contracts, tying progress payments to the percentage of completion of the contract is not permissible. Permissible bases for rolling stock progress payments includes the completion of discrete activities necessary to the performance of the contract. A recipient should be as specific as possible in its contract when describing the activities or milestones for which progress payments will be made.

Q. Why does FTA encourage advance or progress payments for bus procurements?
A. FTA encourages the use of advance and progress payments to support a reasonable payment schedule for large capital purchases, and to reduce the financing costs that transit agencies ultimately pay as part of the contract price. These payments are common for railcar contracts.

Q. How is FTA encouraging the use of advance or progress payments?
A. In the FY 2024 Buses and Bus Facilities and Low or No Emission Notice of Funding Opportunity, FTA is providing priority consideration to applicants who commit to using advance or progress payments. FTA will weigh this priority consideration more heavily than other priority considerations.

Bonding Requirements

Q. What are FTA's bonding requirements for bus procurements?
A. FTA does not generally impose bonding requirements for bus procurements. FTA only requires a bond (or other form of security) for buses and equipment when a transit agency makes advance or progress payments with Federal funds in advance of receipt of the rolling stock. The advance or progress payments represent a Federal interest in the rolling stock that must be secured. Adequate security for advance and progress payments for rolling stock typically takes the form of a performance bond or letter of credit. For progress payments, other types of security also may be negotiated by the parties, such as transfer of title to the vehicles at an appropriate point in the manufacturing process upon receipt of a progress payment. Recipients should consult with their FTA Regional Offices on the adequacy of alternative forms of security other than a bond or letter of credit.

Transit agencies may choose to voluntarily impose bonding requirements for a bus procurement. Prior to doing so, agencies should consider the potential benefits and drawbacks.

Bonding costs can be expensive, increasing the cost of each bus for the transit agency and financing costs for a manufacturer. Some manufacturers have limited capacity to secure bonds simultaneously. Purchasing bonds also requires cash flow; thus, imposing bonding requirements can force some manufacturers to forgo an RFP depending on their overall financial capabilities when the RFP is released.

Under the Uniform Requirements, requiring excessive bonding is restrictive of competition (2 CFR 200.319(b)(2)). The costs of the bonds are also ultimately passed on to the customer (transit agencies).

Customizations

Q. What are benefits of procuring a TVM's base model bus, without customizations?
A. Agencies procuring base model buses are more likely to have their buses delivered faster, at a lower unit cost, and with less risk than agencies procuring highly customized buses.

Like any manufactured product, higher levels of bus customization can introduce greater risks to long-term reliability. Manufacturers cannot rigorously test every custom configuration and may not have the technical history with many of the requested custom components. Presenting higher risks for warranty coverage, and in turn, warranty costs. Thus, procuring a base model bus can lower both initial purchase costs as well as long-term maintenance risks, and improve overall service reliability.

Q. How is FTA encouraging the use of base bus models.
A. In the FY 2024 Buses and Bus Facilities and Low or No Emission Notice of Funding Opportunity, FTA is giving priority consideration to competitive program applicants that commit to undertaking a joint procurement with 3 or more total transit agencies or using a base vehicle model and including a letter from the vehicle manufacturer certifying the applicant will use the manufacturer's base model. FTA will weigh this priority consideration more heavily than other priority considerations.

State Schedules

Q. What is a State Cooperative Purchasing Contract?
A. A " State cooperative procurement schedule" (also known as a state schedule) means a cooperative contract between a State government or and 1 or more vendors under which the vendors agree to provide an option to purchase rolling stock and related equipment to the State government and any other participant, and the State government acts throughout the term of the contract as the lead procurement agency. The contract term may be for an initial term of not more than two years and may include three optional extensions of one year each. The State procurement agency in such a procurement may charge participants in the contract no more than one percent of the total value of the contract.

State cooperative purchasing contracts or state schedules are subject to federal requirements, including, but not limited to, full and open competition, no geographic preferences, Buy America, and bus testing, and must include all FTA required clauses and certifications with its purchase orders issued under the State contract.

State cooperative purchase contracts are authorized by Section 3019 of the Fixing America's Surface Transportation (FAST) Act of 2015.

Q. Can my agency procure vehicles from another state's contract?
A. Yes, an FTA grantee may purchase rolling stock and related equipment from any State's cooperative procurement contract or schedule, if the grantee's state allows it.

Q. If my agency purchases off a state schedule, can we still make changes and customize the vehicle?
A. It depends on the terms of the specific state schedule. Generally, State schedules include base model buses with a series of available add-on options or configurations. Some customizations may not be allowable under the terms of the state schedule. A significant deviation from the terms of the State schedule contract may make the order subject to allegations it is a "cardinal change" from the State's original procurement. Agencies should consult their FTA Regional Office to determine if their desired change is permissible.

Q. Should my agency use a State schedule to procure a new bus?
A. That depends on the circumstances and needs of your agency. State schedules offer both benefits and drawbacks.

Procuring from a State schedule can help an individual agency avoid the full stand-alone competitive RFP process while still meeting federal procurement requirements. This can ease the workload on procurement teams, minimize administrative costs of undertaking a procurement, allow agencies to place their bus orders much faster, and help smaller agencies benefit from "volume" discounts. State schedules also allow agencies to easily compare pricing and specifications for base model buses, add-ons, and other configurations.

However, agencies procuring off a State schedule will not have the same control over a vehicle's technical specification as agencies that issue their own competitive RFPs.

Joint Procurements

Q. What is a joint procurement and when should it be used for bus purchases?
A. Joint procurement is a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. A lead agency conducts the procurement on behalf of itself and others (usually smaller agencies that may not have the resources needed to conduct a major procurement effectively). Unlike a State or local government purchasing schedule or contract, a joint procurement is not drafted to accommodate the needs of other parties that may later choose to participate in the benefits of that contract.

Additional information on the limitations of Joint Procurements and when they are encouraged can be found in Section 3 of FTA's Best Practices Procurement & Lessons Learned Manual.

Q. My agency is considering a joint bus procurement with another agency. Do we have to use the same technical specification in the RFP? Do we have to state how many buses each agency intends to purchase through the RFP?
A. Yes. In joint bus procurements the term "joint procurement" means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, with a jointly developed technical specification as described in the RFP. Furthermore, while quantities in a contract may be expressed as a minimum and potential maximum order, a recipient must limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity for the purpose of assigning contract rights to others at a later date. FTA expects the recipient to be able to justify the quantities it procures.

Partnership Provisions in Notices of Funding Opportunity for Competitive Bus Programs for Low-No Vehicles

Q. When can a transit agency use the partnership provision under the Buses and Bus Facilities and Low or No Emission competitive programs to satisfy federal bus procurement requirements without a competitive RFP?
A. As permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)), an applicant proposing a low or no emission project under the competitive Buses and Bus Facilities Program or the Low-No Program may include partnerships with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants.

If an application that involves such a partnership is selected for funding, the project will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities. Applicants are advised that any changes to the proposed partnership will require FTA written approval, must be consistent with the scope of the approved project, and may necessitate a competitive procurement.

Q. My agency is applying for a Buses and Bus Facilities discretionary grant, not Low-No. Can my agency use the partnership provision?
A. No, an applicant must also submit the application under the Low-No program in order to use the partnership provision for the Buses and Bus Facilities Program application. A competitive low- or no-emission bus project using the partnership provision can apply under the Low-No Program or both programs, but not just the Buses and Bus Facilities Program.

Q. If a specific vendor is named as a partner in an application, and the application is selected for award, is the recipient bound to use that vendor, or can other vendors be considered?
A. The applicant must use the vendor proposed in the application. Any changes to the proposed partnership will require FTA written approval, must be consistent with the scope of the approved project, and may necessitate a competitive procurement.

Fleet Transition Plans

Q. Can my agency seek Low-No funding if it has not completed a zero-emission fleet transition plan?
A. The Grants for Buses and Bus Facilities Competitive Program (49 U.S.C. § 5339(b)) and the Low or No Emission Program (49 U.S.C. § 5339(c)) include a requirement that any application for projects related to zero-emission vehicles include a Zero-Emission Transition Plan.

The Joint Office of Energy and Transportation offers technical assistance for transit agencies seeking to plan for and deploy clean transit buses. Your agency should reach out if it needs assistance completing a transition plan.

Q. What is required to be included in a zero-emission fleet transition plan? And how can we pay for it?
A. The cost of developing a transition plan is not eligible under the Buses and Bus Facilities or Low-No Program, but is eligible under the planning programs (49 U.S.C. § 5305) as well as under the urbanized area formula (49 U.S.C. § 5307) and rural area formula programs (49 U.S.C. § 5311).

As defined in statute, 49 U.S.C. 5339(c)(3)(D), a Zero-Emission Transition Plan must at a minimum:

- Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
- Address the availability of current and future resources to meet costs for the transition and implementation.
- Consider policy and legislation impacting relevant technologies.
- Include an evaluation of existing and future facilities and their relationship to the technology transition.
- Describe the partnership of the applicant with the utility or alternative fuel provider.
- Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the applicant's existing workers to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

Additional information, resources, and a guidebook are available at FTA's fleet transition planning website and the Joint Office of Energy and Transportation Transit Technical Assistance page.

ZEBs and Spare Ratios

Q. My agency is concerned about the spare ratio impact of purchasing new zero-emission buses. What if more electric buses are needed during peak period than for our diesel/CNG powered fleets?
A. First, FTA's 20% spare ratio requirement applies to fleets of 50 or more fixed route buses. Smaller fleets do not have a fixed percentage, but the ratio should be reasonable.

Second, the spare ratio requirement applies at the time of a grant application to ensure the buses to be procured are needed. If an agency anticipates that it may temporarily (up to 2 years) deviate from the spare ratio requirement with the purchase of new vehicles, it can seek approval for the deviation from its FTA Regional office.

Third, if an agency needs more electric buses operating than diesel buses during its peak service, -that becomes its new base. For example, if previously a grantee had 100 diesel buses operating in maximum fixed route service, it could have 20 spares for a total of 120 buses. If it needs 110 electric buses operating in maximum fixed route service, it can have 22 spares, for a total of 132 buses.

Finally, FTA permits grantees to retain vehicles that have met their useful life in contingency fleets, which do not count towards a grantee's spare ratio. Contingency fleets are permitted for emergency use and specifically for the introduction of zero-emission vehicles.

See FTA's Spare Ratio page for additional FAQs.

Bus Grant Set Aside for Workforce Development

Q. How much does my agency need to dedicate to workforce development activities when applying for zero-emission buses under the Buses and Bus Facilities or Low or No Emission Competitive Programs?
A. Transit agencies are encouraged to discuss training needs with their workforce and to develop training plans in collaboration with unions and other workforce representatives, as well as with workforce boards, community colleges, and other workforce organizations.

For transit agencies seeking Buses and Bus Facilities or Low-No funding for any project related to zero-emission vehicles (including vehicles, facilities, equipment, etc.), five percent of the total requested Federal amount attributable to zero-emission project components, including the workforce development activities but not including the required local share, must be used for workforce development unless the recipient certifies a smaller percentage is necessary to carry out their fleet transition plan. The dedicated five percent is to retrain the existing workforce and develop the workforce of the future, including registered apprenticeships and other joint labor-management training programs, as outlined in the applicant's Zero-Emission Transition Plan, as well as supportive services.

Applicants must identify the proposed use of workforce development funds in the project proposal and identify them separately in the project budget. The amounts are additional, not a take-down, from other eligible project expenses. For example, if an application includes a Federal request of $95,000 for total capital costs of zero-emission vehicles and associated equipment, an additional Federal request of $5,000 should be included in the budget for workforce development expenses for a total Federal request of $100,000. The local share for the vehicles, equipment, and workforce development is in addition to the $100,000 Federal request.

Useful Life Benchmarks

Q. Are there minimum useful life requirements for components procured with a bus—such as batteries, fare card readers, cameras, or chargers—which may be obsolete before the rest of the bus has served its useful life?
A. Per FTA's Award Management Requirements Circular 5010.1E, the 12-year minimum useful life applies to the vehicle as a whole – not specific parts or supporting components like a charger.

Security cameras, fare-card readers, etc. may be replaced as needed and are eligible for assistance under most FTA formula programs, such as the urbanized area or rural formula programs.

Transit agencies should consider whether it makes more sense to procure these items separately from the vehicle purchase so that the technology is standardized across the agency and vehicle make/models. Some agencies prefer to work directly through and contract with a technology provider rather than having a vehicle manufacturer(s) as a middle party.

Q. My agency was an early adopter of battery electric, before the technology matured, and is having difficulty maintaining the technology through its minimum useful life. What should my agency do?
A. Transit agencies should first seek all appropriate recourses from the vehicle manufacturer, including claims under any warranties. If all recourses have been exhausted, transit agencies should discuss other options with their FTA Regional Office.

Q. What are the expected minimum useful life requirements for different types of buses?
A. Per FTA's Award Management Requirements Circular 5010.1E, the minimum useful life requirements are as follows:

Buses:

- Large, heavy-duty transit buses including over-the-road buses (approximately 35' – 40' or larger including articulated buses): At least 12 years of service or an accumulation of at least 500,000 miles.
- Small size, heavy-duty transit buses: At least 10 years or an accumulation of at least 350,000 miles.
- Medium-size, medium-duty transit buses: At least seven years or an accumulation of at least 200,000 miles.
- Medium-size, light-duty transit buses: At least five years or an accumulation of at least 150,000 miles.

Light Duty Vehicles:

Other light-duty vehicles used as equipment or to transport passengers (revenue service), such as regular and specialized vans, sedans, and light-duty buses including all bus models exempt from bus testing under 49 CFR part 665:

- At least four years or an accumulation of at least 100,000 miles.

Leasing

Q. Is Capital Leasing of Certain Zero Emission Vehicle Components and Removable Power Sources allowable?
A. The Fixing America's Surface Transportation (FAST) Act Section 3019(c) included language on leasing arrangements that highlights capital leasing procedures and requirements for rolling stock, related equipment, and the leasing of zero emission vehicle components. Under the leasing program, grantees can acquire removable power sources such as batteries or fuel cells separately through a capital lease.

The leasing of the removable power source should not be included as part of the overall cost of the vehicle if the removable power source was acquired using a capital lease separate from the acquisition of the vehicle.

Other Topics

Q. Only one transit vehicle manufacturer submitted a proposal for my agency's RFP. Do I need to take any actions or provide documentation to FTA to confirm an open and competitive procurement process?
A. Yes, even though you received only one response, your documentation must support your efforts to solicit known sources. This should include a review of the solicitation notice and your Request for Proposal to ensure the solicitation was not unnecessarily restrictive. Also, your file documentation should state you followed up with all sources that requested the solicitation and asked why they did not propose.

Q. My agency would like to issue a single RFP for buses with different propulsion methods (e.g., some CNG, some battery electric). Can we do that?
A. Yes you can.

Q. Can my transit agency procure an indefinite quantity of vehicles?
A. Yes, a transit agency can procure an indefinite quantity of vehicles by specifying a minimum order and a potential maximum order in its contract. Some agencies further allocate their order quantities by contract year.

In all cases, a recipient may contract only for its current and reasonably expected needs, and may not add excessive quantities to its contracts with the intention of assigning those contract rights to another entity at a later date.

Some recipients may have difficulty projecting their available funds far into the future. Nonetheless, recipients should realize that extreme spreads between minimum and maximum orders (e.g., minimum order of 10 buses, with a potential maximum of 200 buses) make it difficult for vendors to plan accordingly, and may cause the recipient to miss out on more advantageous pricing that could come from guaranteed orders. Therefore, FTA encourages recipients carefully to consider their actual likely orders and structure their contracts as nearly as possible to that likelihood.

Recipients with small needs should consider procuring off of a State schedule, or combining their orders in a joint procurement, to reduce administrative burdens and present a more attractive order volume.

Q. My agency would like to purchase an extended battery warranty for our battery electric bus order. Is the extended warranty an eligible capital cost?
A. Yes.

Last updated: Wednesday, February 7, 2024

U.S. DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4043

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From: Joe Saldana
To: Eloisa Mascorro
Cc: Maribel Gonzalez-Becerra
Subject: RE: *State of Washington Contract Information* 03/05/2024
Date: Tuesday, March 5, 2024 10:51:05 AM
Attachments: image003.png
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image027.png
image028.png
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Bus Procurement Frequently Asked Questions__FTA 2024.pdf
Best Practices Procurement & Procurement Manual Rolling Stock Procurements.pdf

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Thanks for reaching out, Eloisa.

The State of Washington Contract is a State Schedule.

There is no document as such as State schedule usage is allowed for FTA funded projects.

State Schedules

Q. Can my agency procure vehicles from another state's contract?
A. Yes, an FTA grantee may purchase rolling stock and related equipment from any State's cooperative procurement contract or schedule, if the grantee's state allows it.

Joe Saldana | *Regional Sales Manager*
Mobile: 510-303-0202
Email jsaldana@gillig.com | www.gillig.com
HQ 510.264.5000 | **Sales** 510.785.1500 | **Parts** 800.735.1500 | **Service** 510.264.5073
GILLIG

From: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Sent: Tuesday, March 5, 2024 10:19 AM
To: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>; Joe Saldana <Joe.Saldana@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

Good morning Ms. Becerra,

I hope this email finds you well.
Question: We are starting the procurement process for the seven (7) CNG buses that Mr. Saldana has provided us with a quote letter. Our Purchasing Department, has requested documentation that states that Texas is part of this contract or an agreement of some sort that Texas and the City of Laredo can utilize this contract. I've look at the drive you sent us, but did not find anything or maybe I missed it. Do we have a document like of the sort?

Thank you,
Eloisa Mascorro
956-795-2288 Ext. 284

From: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>
Sent: Wednesday, January 10, 2024 2:31 PM
To: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>; Joe Saldana <Joe.Saldana@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

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Good Afternoon,

Thank you for confirming receipt. I will be happy to answer any questions that you may have.

Thank you.

Maribel Gonzalez-Becerra | *Bid & Contract Specialist*

Phone: 510-264-3811
Email mgonzalez@gillig.com | www.gillig.com
HQ 510.264.5000 | **Sales** 510.785.1500 | **Parts** 800.735.1500 | **Service** 510.264.5073



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From: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Sent: Wednesday, January 10, 2024 12:13 PM
To: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>; Joe Saldana <Joe.Saldana@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

Good afternoon Maribel.

I have received the USB drive through FedEx.
I'll review the documents and get with you if there's any questions. Thank you.

Thank you,
Eloisa Mascorro
956-795-2288 Ext. 284

From: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>
Sent: Monday, January 8, 2024 4:41 PM
To: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>; Joe Saldana <Joe.Saldana@gillig.com>
Cc: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

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Good Afternoon Eloisa,

I will be sending out a USB containing the State of Washington contract to your attention for FedEx overnight delivery.

Please let me know if you need anything further.

Thank you.

Maribel Gonzalez-Becerra | *Bid & Contract Specialist*

Phone: 510-264-3811
Email mgonzalez@gillig.com | www.gillig.com
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From: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Sent: Monday, January 8, 2024 1:37 PM
To: Joe Saldana <Joe.Saldana@gillig.com>
Cc: Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

Thank you, Mr. Saldana.

Physical address is as follows:

Eloisa Mascorro
1301 Farragut St. 3rd Floor
Laredo, Texas 78040

Thank you,
Eloisa Mascorro
956-795-2288 Ext. 284

From: Joe Saldana <Joe.Saldana@gillig.com>
Sent: Monday, January 8, 2024 3:28 PM
To: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Cc: Robert J. Garza <rjgarza@ci.laredo.tx.us>; Monica Garcia <mgarcia5@ci.laredo.tx.us>; Maribel Gonzalez-Becerra <Maribel.Gonzalez@gillig.com>
Subject: RE: *State of Washington Contract Information* 01/08/2024

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Good afternoon, Eloisa.

We understand the situation with cybersecurity and the City of Laredo TX apprehension to the link.

Please provide a physical address and we will Fed-Ex a jump drive with the documents.

Thanks in advance.

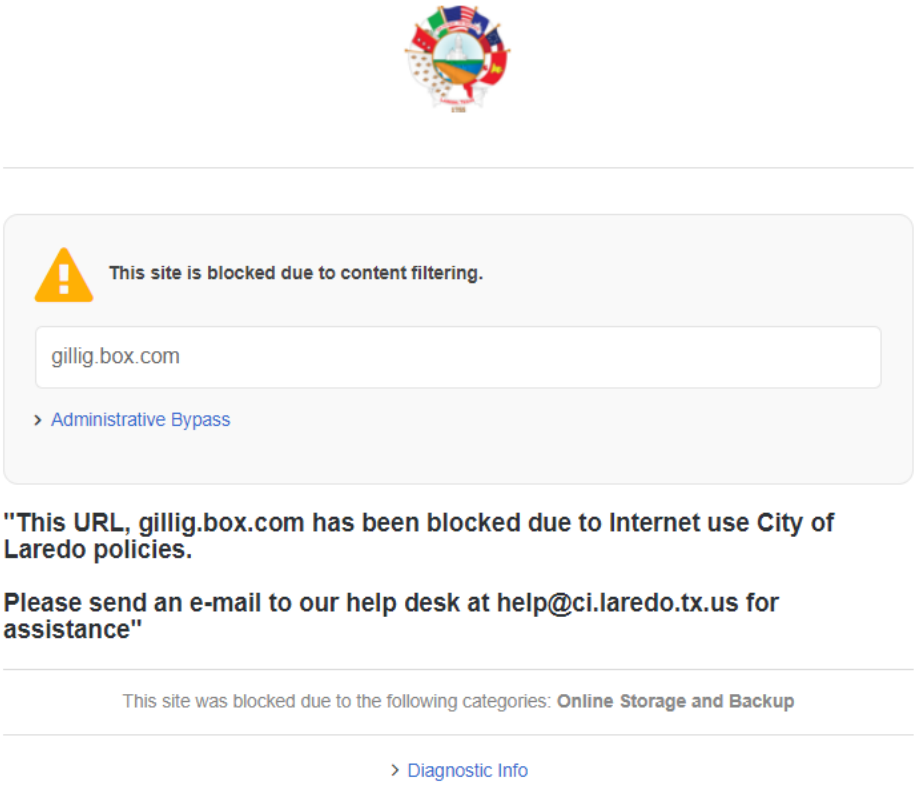
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From: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Sent: Monday, January 8, 2024 12:55 PM
To: Joe Saldana <Joe.Saldana@gillig.com>
Cc: Robert J. Garza <rjgarza@ci.laredo.tx.us>; Monica Garcia <mgarcia5@ci.laredo.tx.us>
Subject: RE: *State of Washington Contract Information* 01/08/2024

Good afternoon Joe,

Would you be able to send us the attachments (documents) instead of the link?
I am getting the below error message and our IT Department is giving us a hard time unblocking the site.



Thank you,
Eloisa Mascorro
956-795-2288 Ext. 284

From: Robert J. Garza <rjgarza@ci.laredo.tx.us>
Sent: Monday, January 8, 2024 9:23 AM
To: Eloisa Mascorro <Emascorro@ci.laredo.tx.us>
Cc: Monica Garcia <mgarcia5@ci.laredo.tx.us>
Subject: FW: *State of Washington Contract Information* 01/08/2024

FYI

From: Joe Saldana <Joe.Saldana@gillig.com>
Sent: Monday, January 8, 2024 9:22 AM
To: Robert J. Garza <rjgarza@ci.laredo.tx.us>
Subject: *State of Washington Contract Information* 01/08/2024

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Good morning, RJ.

Per our conversation attached is the State of Washington Contract Information.

Below you will find a Box link to the State of Washington Contract, this link contains all the documents you need and will allow you view, download and print. If you have any issues downloading, please advise.

As always, let us know if you have any questions or need any additional information.

BOX LINK:

https://gillig.box.com/s/jbmwaa77cejpcug2ebmzbv95gowlx4zp

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City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Laredo Mass Transit Board 53.**

SUBJECT
Authorizing the City Manager to execute a lease agreement between the Laredo Transit Management, Inc., (Lessor) and Turimex International Bus Service (Lessee) for the lease of common property for buses and services and office space in the Transit Center Lobby, for a monthly sum of $2,567.70 for a term of one three year period with the option of two one year extensions. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning on June 1, 2024.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Turimex International Bus Service with about eighty-six (86) locations around the US, provides destinations national within the United States as well as International destinations to Mexico. With their on board services, they provide Wi-Fi, restrooms for passengers, hand and free luggage, and air conditioning. In addition, El Metro anticipates an increase in ridership as well as interaction with passengers to advise of such services offered.
Turimex International Bus Service is seeking to occupy office space located on the first (1st) floor East wing and common property for bus services, for the term of three (3) years commencing on June 1, 2024, for a monthly rate of $2567.70. Services will include providing lanes for passengers to board, office space for customer service information, utilities and cleaning services provided by El Metro, and parking spaces for employees with a monthly fee charge.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends passage.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A
Source of Funds:	Transit Center
Account #:	518-5450-361-1012
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenues will be deposited into Transit Center Rent Account # 518-5450-361-1012.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 5/20/2024 **Laredo Mass Transit Board 54.**

SUBJECT
Consideration to award contract FY24-060 Tire Lease/Purchase contract to the sole responsive, responsible, bidder Goodyear Tire & Rubber Company, Akron, OH in the amount of $556,032.40. This contract is for a period of five years with the option to renew an additional five year term upon mutual agreement and contingent upon availability of funds. The contract is to lease tires and/or purchase for transit vehicles. Funds are available in El Metro Operations Funds.

Year 1 $104,727.39
Year 2 $107,869.31
Year 3 $111,115.77
Year 4 $114,437.69
Year 5 $117,882.24
Total: $556,032.40

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The Goodyear Tire & Rubber Company has proven excellence service tract record, and stock all model tires we currently use. All items will be purchased on as needed basis throughout the contract period. The city's obligation beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations
Account #:	558-5813 & 558-5814
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in Fixed Route 558-5813-583-2072 and Para Transit 558-5814-583-2072.

45.0 Tab B Bid Price

45.1 Section I: Price Per Tire Mile (Year 1)

Tire Size	Quantity	Unit Price	Extended Price
B275/70R22.5	6	$0.015240	$5,394.94
B305/75R24.5	6	$0.008326	$73,488.72
LT225/75R16	6	$0.012296	$23,843.73
		Total Year 1	$104,727.39

Section II: Price Per Tire Mile (Year 2)

Tire Size	Quantity	Unit Price	Extended Price
B275/70R22.5	6	$0.015698	$5,557.09
B305/75R24.5	6	$0.008576	$75,695.02
LT225/75R16	6	$0.012664	$26,617.20
		Total Year 2	$107,869.31

Section III: Price Per Tire Mile (Year 3)

Tire Size	Quantity	Unit Price	Extended Price
B275/70R22.5	6	$0.016168	$5,723.47
B305/75R24.5	6	$0.008834	$77,972.22
LT225/75R16	6	$0.013046	$27,420.08
		Total Year 3	$111,115.77

Section IV: Price Per Tire Mile (Year 4)

Tire Size	Quantity	Unit Price	Extended Price
B275/70R22.5	6	$0.016654	$5,895.52
B305/75R24.5	6	$0.009098	$80,302.39
LT225/75R16	6	$0.013436	$28,239.78
		Total Year 4	$114,437.69

Section V: Price Per Tire Mile (Year 5)

Tire Size	Quantity	Unit Price	Extended Price
B275/70R22.5	6	$0.017154	$6,072.52
B305/75R24.5	6	$0.009372	$82,720.81
LT225/75R16	6	$0.013840	$29,088.91
		Total Year 5	$117,882.24

Walter L. Welker
Manager Business Operations
Mileage Sales, Lease & Service
The Goodyear Tire & Rubber Company

5 Year Total $556,032.40

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