

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

REGULAR MEETING AGENDA

A-2024-R-13

Monday, August 19, 2024

5:30 PM

City Council Chambers

City Council

**City of Laredo
Regular City Council Meeting
A-2024-R-13
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. MOMENT OF SILENCE**
- IV. ROLL CALL**

CITIZEN COMMENTS

Citizens can participate through in-person comments. 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. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

V. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- 1. Appointment by City Manager of Lauro Martinez, Juan Aleman, JJ Flores, Erika Botello, and Juanita Fonataine to Keep Laredo Beautiful. [APPT. - 65](#)
- 2. Appointment by Councilman Ricardo Rangel Jr. of Edwin Martinez to the Suicide Prevention Committee. [APPT. - 68](#)

VI. PUBLIC HEARING & INTRODUCTORY ORDINANCE

- 1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a) (1), entitled Revocation. [24-1517](#)

The Planning and Zoning Commission recommended approval of the revocation of the conditional use permit for an impound lot.

ZC-042-2024
District II

Attachments: [ZC-042-2024 - Intro Staff Report](#)
[ZC-042-2024 - Maps](#)
[Ordinance 2016-O-015](#)
[Draft Ordinance ZC-042-2024](#)

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District). **[24-1519](#)**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-050-2024
 District IV

Attachments: [ZC-050-2024 - Intro Staff Report](#)
[ZC-050-2024 - Maps](#)
[ZC-050-2024 - Zone Change Signage](#)
[Draft Ordinance ZC-050-2024](#)

3. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued. **[24-1520](#)**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit amendment, and staff supports the application.

ZC-055-2024
 District IV

Attachments: [ZC-055-2024 - Intro Staff Report](#)
[ZC-055-2024 - Maps](#)
[ZC-055-2024 - Narrative](#)
[ZC-055-2024 - Site Plan](#)
[Ordinance 2006-O-310](#)
[ZC-055-2024 - Zone Change Signage](#)
[Draft Ordinance- ZC-055-2024](#)

4. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd **[24-1521](#)**

Land and Development Company as the party whom the permit is issued.

The Planning and Zoning Commission recommended approval of the proposed special use permit, and staff supports the application.

ZC-056-2024
District VII

Attachments: [ZC-056-2024 - Intro Staff Report](#)
[ZC-056-2024 - Maps](#)
[ZC-056-2024 - Narrative](#)
[ZC-056-2024 - Site Plan](#)
[Ordinance 2012-O-198](#)
[ZC-056-2024 - Zone Change Signage](#)
[Draft Ordinance - ZC-056-2024](#)

5. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District). [24-1522](#)

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-058-2024
District VII

Attachments: [ZC-058-2024 - Intro Staff Report](#)
[ZC-058-2024 - Maps](#)
[ZC-058-2024 - Survey, Metes, & Bounds - Letter](#)
[ZC-058-2024 - Zone Change Signage](#)
[Draft Ordinance ZC-058-2024](#)

6. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District). [24-1523](#)

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-060-2024
District VII

Attachments: [ZC-060-2024 - Intro Staff Report](#)
[ZC-060-2024 - Maps](#)
[ZC-060-2024 - Zone Change Signage](#)
[Draft Ordinance ZC-060-2024](#)

7. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 58.709 acre tract of land (2,557,380 square feet) as further described by metes and bounds in attached Exhibit A, located south of Saint Luke Boulevard and west of Cuatro Vientos Road, from R1-A (Single Family Reduce Area District) to AG (Agriculture District). [24-1524](#)

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-061-2024
 District I

Attachments: [ZC-061-2024 - Intro Staff Report](#)
[ZC-061-2024 - Maps](#)
[ZC-061-2024 - Survey, Metes, & Bounds](#)
[ZC-061-2024 - Zone Change Signage](#)
[Draft Ordinance ZC-061-2024](#)

8. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District). [24-1525](#)

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-062-2024
 District II

Attachments: [ZC-062-2024 - Intro Staff Report](#)
[ZC-062-2024 - Maps](#)
[ZC-062-2024 - Survey, Metes, & Bounds](#)
[ZC-062-2024 - Zone Change Signage](#)
[Draft Ordinance ZC-062-2024](#)

9. Public Hearing and Introductory Ordinance amending the City of Laredo Fiscal Year 2023-2024 Health and Benefits Fund by appropriating a drawdown of \$1,000,000 from its opening balance [24-1566](#)

and appropriating it for medical claims.

Attachments: [Introductory Ordinance](#)

10. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY 2024 Capital Improvement Fund by appropriating revenues and expenses in the amount of \$172,658.20 for the agreement between the City of Laredo and Armadillo Construction Company, Ltd. for Springfield Avenue Extension Phase 2 Project to extend Springfield Ave. along the east boundary of Shiloh Highland Subdivision Phase 1 (North of International Blvd.). [24-1569](#)

Attachments: [Executed Agreement between City of Laredo and Armadillo07202018](#)

(Recess)
(Press Availability)

VII. INTRODUCTORY ORDINANCES

11. An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy. [24-1530](#)

Attachments: [Laredo Investment Policy 2024 07 22 Proposed](#)

12. An Ordinance of the City of Laredo, Texas, to establish a retiree incentive program for eligible employees of the City of Laredo to enhance workforce management and provide financial stability in the event of critical situations; and declaring an effective date. [24-1574](#)

Attachments: [Policy Retiree Incentive Program](#)
[Intro Ordinance Retiree Incentive Program 08 19 2024](#)

VIII. FINAL READING OF ORDINANCES

13. An Ordinance of the City of Laredo, Texas amending Chapter 28, Article I, Section 28-4 of the Code of Ordinances by replacing the existing section (entitled fee for temporary lease of a street for private use") in its entirety with new Section 28-4 (entitled "permits required for temporary street closure"); to allow temporary street closures for certain purposes; providing for the repeal of any conflicting provisions; providing for fees; providing for penalty and providing an effective date. [2024-O-159](#)

Attachments: [2024-O-159 Temporary Street Closure Ordinance 5.08.2024](#)

14. An 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 [2024-O-112](#)

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.

Attachments: [Commercial Vehicle Parking Ordinance](#)

15. An Ordinance of the City Council of the City of Laredo, Texas ordering and proclaiming a special election, to run concurrent with the General Election, for the submission of Charter Amendments to be held within the City on November 5, 2024; and providing for severability, designating polling places, publication, and an effective date. [2024-O-160](#)

Attachments: [City of Laredo Charter](#)
[Charter Amendment Attachment](#)
[Charter Amendment Ordinance 2024 Final Version 8-8-24](#)

16. An ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account as further described in Exhibit "A" and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date. [2024-O-158](#)

Attachments: [Final Reading - AVI Minimum Balance for Commercial Traffic FY23-24](#)
[Toll Rate Schedule Exhibit A Revised 7.30.24](#)

IX. 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.

BRIDGE: YVETTE LIMON, DIRECTOR

17. Consideration to ratify the purchase of new batteries and service life extension program to replace the electronic components of the uninterruptible power supply (UPS) for the Laredo Bridge System in the amount of \$195,885.37 from Flair Data Systems, Inc., Plano, Texas through the Equalis Contract EQ-013120-01. Funding is available in the Laredo Bridge System Construction Fund. [24-1562](#)

Attachments: [Quote-Equalis EQ-013120-01](#)

COMMUNITY DEVELOPMENT: TINA MARTINEZ, DIRECTOR

18. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to accept a grant from AEP Texas for the AEP Texas Targeted Low-Income Program in the estimated amount of \$45,000.00 and to execute all necessary documents. The program will provide for the replacement of complete central air conditioning and heating units for an estimated 14 Noise [2024-R-258](#)

Abatement home properties. The estimated project cost is \$125,000.00, which includes a City match of \$80,000.00. Funding for the grant and City match are available in the Noise Abatement Fund.

Attachments: [Resolution-AEP Grant Acceptance-2024](#)

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

19. Motion to authorize the City Manager to award a bid and enter into a contract with Representaciones Artisticas Apodaca to develop, organize, manage all logistics, promote, and solicit sponsorships for the "Festival del Antojo - Avocado Edition" event scheduled for September 14-15, 2024. The budget for the event shall not exceed \$196,000, and funding is available in the CVB budget. **24-1600**

Attachments: [APODACA_GROUP_-_AVOCADO_FESTIVAL](#)

DETOXIFICATION CENTER: DR. SAN JUANA VIVIANA MARTINEZ, DIRECTOR

20. Ratifying the execution of a service agreement between the City of Laredo Detoxification and Gloria Nataki-Koroma for psychiatric nurse practitioner services necessary within scope of practice for appropriate treatment of City of Laredo Detoxification Department patients. Total contract will be for 9 months, for a total not to exceed \$69,610.00. Funding is available in the American Rescue Plan Act Fund. **[24-1571](#)**

Attachments: [Psychiatric Nurse Practitioner Service Agreement FY24 Updated.pdf](#)

ENVIRONMENTAL: JOHN PORTER, DIRECTOR

21. Authorizing the City Manager to negotiate and sign a joint-funding agreement with U.S. Geological Survey (USGS) for the Texas Data Collection Program, during the period of October 1, 2024 through September 30, 2027 in the amount of \$177,000.00 (\$59,000.00 per year). Under the program, USGS will maintain four stream monitoring stations in Zacate & Manadas Creek and will be responsible for the upkeep and calibration of the stations. These monitoring stations provide real-time rainfall, flooding, flow, and video data to the City for better response during flooding events. This is a renewal of this agreement. Funding is available in the Environmental Services Department. **[24-1561](#)**

Attachments: [TX204 FY25\(djs\)](#)

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

22. Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus **[24-1389](#)**

property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage of the gross sales:

5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There is a proposed price increase for this last extension period. The City will not incur any direct costs for this contract.

Attachments: [Bid Tab FY21-076](#)
[FY21-076 Price Increase](#)
[FY21-076 Contract](#)

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

23. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Women, Infants, and Children (WIC) Grant, for the total additional amount of \$434,789.00, with no match, for the City of Laredo Public Health Department for the term period from October 01, 2023 through September 30, 2024. Funds will be accounted for in the Laredo Public Health Department fund - WIC Grant. [2024-R-264](#)

Attachments: [2024-R-264.doc](#)
[WIC NOA.pdf](#)

24. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application to the Department of Health and Human Services (HHS) for the Supporting Vaccine Confidence Grant, in the estimated amount of \$250,000.00, with no match for the City of Laredo Public Health Department for the term period from September 30, 2024 through September 29, 2025, with up to two one-year renewals through September 29, 2027 for a total grant award of up to \$750,000.00, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Fund - [2024-R-265](#)

Supporting Vaccine Confidence Grant.

Attachments: [2024-R-265.doc](#)

25. A Resolution of the City Council of the City of Laredo, Texas, [2024-R-267](#)
ratifying the execution of a contract amendment from the Women's
Health and Family Planning Association of Texas (WHFPT), d.b.a
Every Body Texas, for the WHFPT Title X Project Grant in the
additional amount of \$4,834.00, and the Quality Improvement and
Access Fund (Part A) Grant in the additional amount of \$20,102.31,
with no match for the City of Laredo Public Health Department for
the term period from April 01, 2024 through March 31, 2025. Funds
will be accounted in the Laredo Public Health Department Fund -
WHFPT Title X Grant.

Attachments: [2024-R-267.doc](#)

[Every Body Texas Laredo FY25 Part A \(002\).pdf](#)
[Title X Allocations 24-25.pdf](#)

26. Authorization to reject a proposal for an MOU with the Rio Grande
International Study Center (RGISC) for independent air monitoring
at International Bridges Two and Three due to concerns regarding
duplication of efforts with the Texas Commission on Environmental
Quality (TCEQ). [24-1234](#)

Attachments: [Recommendation on Air Monitoring at Bridges](#)

PARKS & RECREATION: JUAN J. GOMEZ, JR., DIRECTOR

27. Consideration to award a contract to Fun Abounds, Inc., Sugar
Land, Texas for the purchase and installation of a playground
equipment at the M.E. Benavides Park located at 220 Chacota St.,
Laredo, Texas, in the amount of \$129,573.00. This purchase is
utilizing the BuyBoard Cooperative Purchasing Program #679-22.
Funding is available in the 2021 Certificate of Obligation Bond. [24-1506](#)

Attachments: [Fun Abounds - quote](#)

28. Consideration to authorize the purchase of a 4044R Compact Utility
Tractor and a 485A Backhoe from John Deere Company, Cary,
North Carolina in the total amount of \$59,273.51 for the Parks &
Recreation Department. These are replacement units for current
units that have already reached their useful life. The purchase of
this equipment shall be made utilizing the BuyBoard Cooperative
Purchasing Program #706-23. Funding is available in the 2015
Certificate of Obligations Bond. [24-1550](#)

Attachments: [John Deere - quote](#)

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

29. A Resolution of the City Council of the City of Laredo, Texas, [2024-R-225](#)

authorizing the City Manager to apply for a grant in the amount of \$872,271.00 to fund the Laredo Police Department HIDTA Task Force, the Laredo DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force. These initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026. Funding will be available in the Financial Task Force Fund.

Attachments: [FY 2025 SF424 4 0-V4.0 \(HIDTA application\)](#)
[FY 2025 HIDTA Disclosure of Lobbying activities \(SFLLL 2 0-V2.0\)](#)
[FY 2025 HIDTA \(GG LobbyingForm-V1.1 \)](#)
[FY 2025 HIDTA Budget \(SF424A-V1.0 \)](#)
[FY 2025 STX HIDTA LPD \(budget proposal\)](#)
[FY 2024 Resolution 2024 R-225 \(Grant application\)](#)

30. Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the acquisition of emergency vehicle packages, Zebra mobile printers, and reflective graphics for two police units for a total amount of \$48,537.80. This purchase shall be made utilizing the Buy Board Contract 698-23. This purchase will be funded by FY2024 Operation Lone Star (OLS) Grant Program. Funding is available in the Special Police Fund. [24-1556](#)
- Attachments:** [QUOTE# 542182](#)
31. Consideration to authorize the purchase contract with Axon Enterprise, Inc., Scottsdale, Arizona in the amount of \$51,111.02 for the purchase of interview room equipment and services. This purchase shall be made using the BuyBoard Cooperative Purchasing Contract No. 648-21, and will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available in the Auto Theft Task Force Fund. [24-1577](#)
- Attachments:** [Axon - Interview Room Quote](#)
32. Authorizing the City Manager to ratify the amendment of the City of Laredo FY2024 Full Time Equivalent (FTE) positions by amending the classification of one vacant Police Cadet FTE position to create one Lieutenant FTE position to the existing manpower in the Laredo Police Department. Funding is available in the Police Department's General Fund. [24-1579](#)
33. Consideration to authorize the purchase contract with Brinc, Seattle, Washington in the amount of \$432,837.00 for the purchase [24-1580](#)

of drone hardware, software, and services. This purchase shall be made using Texas BuyBoard Contract No. 718-23, and will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available is the Auto Theft Task Force Fund.

Attachments: [Brinc - Drone Quote with BuyBoard Contract 718-23](#)

34. Consideration to authorize the purchase contract with the sole source provider, LEAaid, Spring Hope, NC, in the amount of \$245,356.69 for the purchase of a mobile surveillance vehicle and a mobile investigation unit. This purchase will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available in the Auto Theft Task Force Fund. [24-1581](#)

Attachments: [Quote 1135](#)
[Quote 1085](#)
[Sole Source Letter](#)

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

35. Motion to approve tax roll adjustments for the month of July 2024. The amounts adjusted represent an increase of \$54,009.86 for prior year taxes and an increase of \$20,781.14 for current year taxes. The aggregate adjustment represents an increase of \$74,791. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund. [24-1573](#)

Attachments: [July 2024 Adjustment Reports.pdf](#)

UTILITIES: ARTURO GARCIA, P.E., DIRECTOR

36. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the granting and conveyance of a 20-foot wide utility and access easement and a 30-foot wide temporary construction easement for a gravity sewer pipeline from United Independent School District (UISD) being a tract of land of 26,981 square feet of land more or less, situated in Porcion 30, Abstract 469, Cordova Moreno original grantee and Porcion 31, Abstract 3116, Jose Trevino, original grantee, within the City Limits of Laredo and Webb County out and part of the UISD Student Activity Complex/Education Support Center Plat, as recorded in Volume 21, Page 43-44 Webb County Official Records same being out Volume 3233, Page 632-638 Webb County Official Public Records as conveyed to United Independent School District. [2024-R-271](#)

Attachments: [.2-Gonzalez-Permanent Temporary Easement - Resolution.pdf](#)
[.3-Easement Aggrement.pdf](#)
[.4-Access Easement.pdf](#)
[.5-20' Permanent Easement.pdf](#)
[.6 - 30' Temp Const Easement.pdf](#)
[.7-Aerial-1.pdf](#)

37. Consideration to renew six-month supply contract number FY23-031 with Aguaworks Pipe & Supply, Brownsville, Texas in the amount of \$350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six months beginning as of the date of its execution. This contract may be extended for three more additional six-month periods, each upon mutual agreement of the parties and is contingent upon future funding appropriations. There was no price increase during the last extension period. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund. [24-1504](#)

Attachments: [FY23-031 Bid Tab](#)
[Contract FY23-031](#)

38. Consideration to renew annual supply contract number FY22-062 with Core and Main from St. Louis, Missouri in an amount of up to \$602,899.70 for the purchase of large diameter fittings 14-inch or greater mechanical joint (MJ) butterfly valves, MJ solid sleeves, MJ fittings, and mega-lugs for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Waterworks Fund. [24-1515](#)

Attachments: [Bid Tab FY22-062](#)
[FY22-062 Contract](#)

39. Consideration to award an annual service contract for FY24-086 to provide electric motor repair services from the following bidders: [24-1543](#)

1. RAMSA Electric of Laredo, Texas in an amount of up to \$400,000.00 (Primary Vendor);

2. Delta House Electric & Motor, of Freer, Texas in an amount of up to \$375,000.00 (Secondary Vendor).

Repairs are for motors with horsepower ratings ranging from 1/8 HP to 400 HP that are used in water and wastewater operations. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for

three, additional one-year periods upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

Attachments: [FY24-086 Bid Tab](#)
[FY24-086 Contracts](#)
[FY24-086 Final Evaluation Scores](#)

40. Consideration to award a one-year supply contract with HGAC vendor Core & Main, from San Antonio, Texas not to exceed an annual amount of \$6,858,516.20 for the purchase of Automated Meter Reading (AMR) water meters, registers, and related appurtenances for the Utilities Department. This annual contract shall utilize the HGAC Contract WM09-20. All meters meet NSF Standard 61 Certification and NSF 61 Annex F and G (lead requirements). All meters, registers, and related appurtenances will be ordered on an as-needed basis. The term of this contract shall be for a period of one year beginning on October 1, 2024. Funding will be available in the Waterworks and Sewer Systems Construction Funds. [24-1560](#)

Attachments: [HGAC Contract Core Main](#)
[HGAC Quote Core & Main WM09 20](#)

END OF CONSENT AGENDA

X. STAFF REPORTS

41. 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. **24-1632**
42. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto. **24-1634**
43. Discussion with possible action on the recommendation by the City Manger for the position of Planning Director, and any other matters incident thereto. [24-1629](#)
44. Status report on the successful close-out of the City's third Small Business Grant Program by Lift Fund, Inc. in partnership with the City of Laredo Economic Development Department. [24-1066](#)
45. Presentation with possible action on status of all the American Rescue Plan Act (ARPA) funded projects and any other matters incident thereto. **24-1327**
46. Status update on the CARES 3.0 Workforce Skills Development Program between the City of Laredo and Laredo College. [24-1372](#)

XI. 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 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

- 47.** Request for Executive Session pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property, to discuss possible acquisition of real property located on 1600 Clark Blvd, a 1.7709-acre property, and any matter incident thereto. **24-1591**
- 48.** Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive request to Project DSV pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto. **24-1601**
- 49.** Request for Executive Session pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property, to discuss possible acquisition of real property located in Chacon Creek for the U.S. Army Corps of Engineers Chacon Creek Flood Control Project, and any matter incident thereto. **24-1605**

XII. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

- 50.** Consideration to authorize the purchase of one (1) 2024 Ford F-250 Crew Cab in the amount of \$72,672.00 from Silsbee Ford, Silsbee, Texas through the TIPS USA 210907 Automobiles contract. This vehicle will be an addition to the current Transit maintenance vehicle fleet and will be used to assist buses that breakdown during a route. Funding is available in the Transit Capital Grant - TX-2024-001. [2024-RT-26](#)

Attachments: [2024 Ford F-250 Crew Cab](#)

XIII. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL**XIV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS****51) A. Request by Mayor Dr. Victor D. Treviño**

1. Discussion with possible action on extending formal invitations to the presidential candidates for a tour of Laredo, as a functional model for challenges faced by border communities on the southern border, and any matters related thereto. As the #1 Port of Entry in the United States, Laredo has achieved the status as one of the [24-C-176](#)

safest cities in the United States through domestic and bi-national collaboration, and without the need of a border wall.

2. Discussion with possible action on the review of outbound operations center improvements on Lincoln Juarez Bridge, and any matters related thereto. [24-C-177](#)

3. Discussion with possible action on promoting voter registration and participation in the upcoming elections, and any matters related thereto. [24-C-178](#)

51) B. Request by Council Member Vanessa J. Perez

1. Discussion with possible action to further implement solutions for the decongestion and traffic management at Riverbank and Logistic Drive, and also to finalize the road off Riverbank leading to the import lot at World Trade Bridge, and any other matters incident thereto. [24-C-169](#)

Sponsors: Victor D. Trevino, Cm. Ruben Gutierrez and Cm. Gilbert Gonzalez

2. Discussion with possible action to participate in the Smiles from Heaven Pin Up Campaign, which is focused on raising funds for children battling cancer, and any other matters incident thereto. [24-C-170](#)

Sponsors: Victor D. Trevino, Cm. Ruben Gutierrez and Cm. Gilbert Gonzalez

3. Discussion with possible action to modify the development and certificate of occupancy approval process, in efforts to streamline approvals and efficiency, to include: implementation of rolling submittals vs current system, include a not applicable option for department approval in the acceptance process, re-evaluate the trust agreement requirements to better navigate the rationing of transformers by AEP, re-evaluate possible obstacles in the PUD approval process, and any other matters incident thereto. [24-C-174](#)

Sponsors: Victor D. Trevino, Cm. Ruben Gutierrez and Cm. Gilbert Gonzalez

51) C. Request by Council Member Alyssa Cigarroa

1. Discussion with possible action to allow placing 2 of 19 low cost air sensors on city property to calibrate data for "Sensing Air Quality for Environmental Justice in Los Dos Laredo's" project, Funding granted at \$75,000.00 from U.S. EPA/NADBank as part of the Border 2025 initiative, and any other matters incident thereto [24-C-183](#)

2. Discussion with possible action to direct management to invest in creating a plan for historic preservation, updating our historic preservation guidelines, and any other matters incident thereto. [24-C-184](#)

51) D. Request by Council Member Gilbert Gonzalez

1. Discussion with possible action to support the Pit Kings Laredo 2024 State BBQ Championship on November 15 & 16, 2024 at the Unitrade Stadium and any other matters incident thereto. [24-C-171](#)

51) E. Request by Council Member Melissa R. Cigarroa

1. Discussion with possible action to direct management and the Convention and Visitors Bureau to create an implement able plan to identify historical events in the City and to highlight these locations to explicitly appeal to tourists, to include way-finding signs, possible infrastructure, and other markers as needed. [24-C-181](#)

Sponsors: Cm. Alyssa Cigarroa, Cm. Dr. David Tyler King and Cm. Ricardo "Richie" Rangel Jr.

51) F. Request by Council Member Alberto Torres, Jr.

1. Presentation with possible action from Laredo Regional Food Bank on the Zero Hunger Campaign; and any matters incident thereto. [24-C-180](#)

51) G. Request by Mayor Pro Tempore Ruben Gutierrez, Jr.

1. Presentation by Laredo Police Department on the 175th Anniversary of Laredo; and any matters incident thereto. [24-C-175](#)
2. Status update on the TAMIU tennis courts, what is the completion date, and what have been the delays; and any matters incident thereto. [24-C-179](#)

51) H. Request by Council Member Dr. David Tyler King

1. Discussion with possible action to amend the interlocal agreement (ILA) with the Webb County-City of Laredo Regional Mobility Authority (RMA) to use vehicle registration fees to cover the \$1 million donation to the City of Laredo towards the completion of Springfield Phase 4, and any other matters incident thereto. [24-C-172](#)
2. For the purpose of discussion with no possible action, a presentation by Alberto Gamez of the Laredo As A Business (LAAB) coalition to discuss ways to partner to reduce CO2 in Laredo. Presentation will be limited to 5 minutes with a max discussion time of 10 minutes. [24-C-173](#)
3. Discussion with possible action to have the City celebrate National Primary Care Week the first week of October with a Proclamation and to coordinate with other local entities to encourage and help all Laredoans find a medical home, and any other matters incident thereto. [24-C-182](#)

Sponsors: Victor D. Trevino

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, August 14, 2024 at 6:30 p.m.

City Council

Meeting Date: 8/19/2024

Appointment 1.

City Council

Meeting Date: 8/19/2024

Appointment 2.

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 1.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

The Planning and Zoning Commission recommended approval of the revocation of the conditional use permit for an impound lot.

ZC-042-2024
District II

Council District: District 2

Zone Case: ZC-042-2024

Letters sent to property owners: 44

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

The Planning & Zoning Commission in a 5 to 0 vote recommended approval of revoking the conditional use permit. However, one (1) commissioner abstained from the vote.

City Council-Regular Meeting

Date: 08/19/2024

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

Initiated By: City Council

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

The Planning and Zoning Commission recommended **approval** of revoking the conditional use permit.

ZC-042-2024

District II

PREVIOUS COUNCIL ACTION

- On February 1, 2016, the City Council made a motion to approve a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue (Ordinance 2016-O-15).
- On June 10, 2024, staff received direction from the City Council to proceed with the initiation of the revocation process.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Rangel, Jr.

Zoning District: B-1 (Limited Business District) zoning district.

Site: The site currently has a conditional use permit for an impound lot.

Background: The property has received the following citations:

1. On December 12, 2017, the owners of the property received a citation for "using a B1 Zoning District as an auto impound yard / inoperable vehicle holding yard."
2. On December 12, 2017, the owners of the property received a citation for "having a sheet metal fence," which is not allowed by the City of Laredo Land Development Code.
3. On April 25, 2023, the owners of the property received a citation for "not having all areas used for storage of vehicles fully paved," which is required as per the Conditional Use Permit, Ordinance 2016-O-015.
4. On April 25, 2023, the owners of the property received a citation for "having inoperable or junk vehicles stored," which is prohibited as per the Conditional Use Permit, Ordinance 2016-O-015.
5. On August 31, 2023, the owners of the property received a citation for "not having all areas used for storage of vehicles fully paved," which is required as per the Conditional Use Permit, Ordinance 2016-O-015.
6. On August 31, 2023, the owners of the property received a citation for "having inoperable or junk or partially dismantled vehicles stored," which is prohibited as per the Conditional Use Permit, Ordinance 2016-O-015.

The City of Laredo Land Development Code Section 24.94.10(a)(1) states, “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.”

The Legal Department has expressed that pursuit of revocation of the Conditional Use Permit demonstrates exhaustion of available remedies prior to initiation of alternative legal enforcement measures.

On July 5, 2024, a letter was sent via certified mail to the property owner advising the revocation process had been authorized by the City Council. However, no communication has been received from the property owner regarding the revocation of the conditional use permit.

Surrounding land uses: To the north of the site is Marion Street, single family residential uses, and multiple family residential uses. To the east of the site is South Meadow Avenue, a vacant lot, and single-family residential uses. To the south of the site is Gates Street, single-family residential uses, Kadylakn Auto Sales, and Perales Motors & Laredo Body Shop.

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 South Meadow Avenue 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: 44

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of revoking the conditional use permit. However, one (1) commissioner abstained from the vote.

Attachments

Maps

Ordinance 2016-O-015

Draft Ordinance



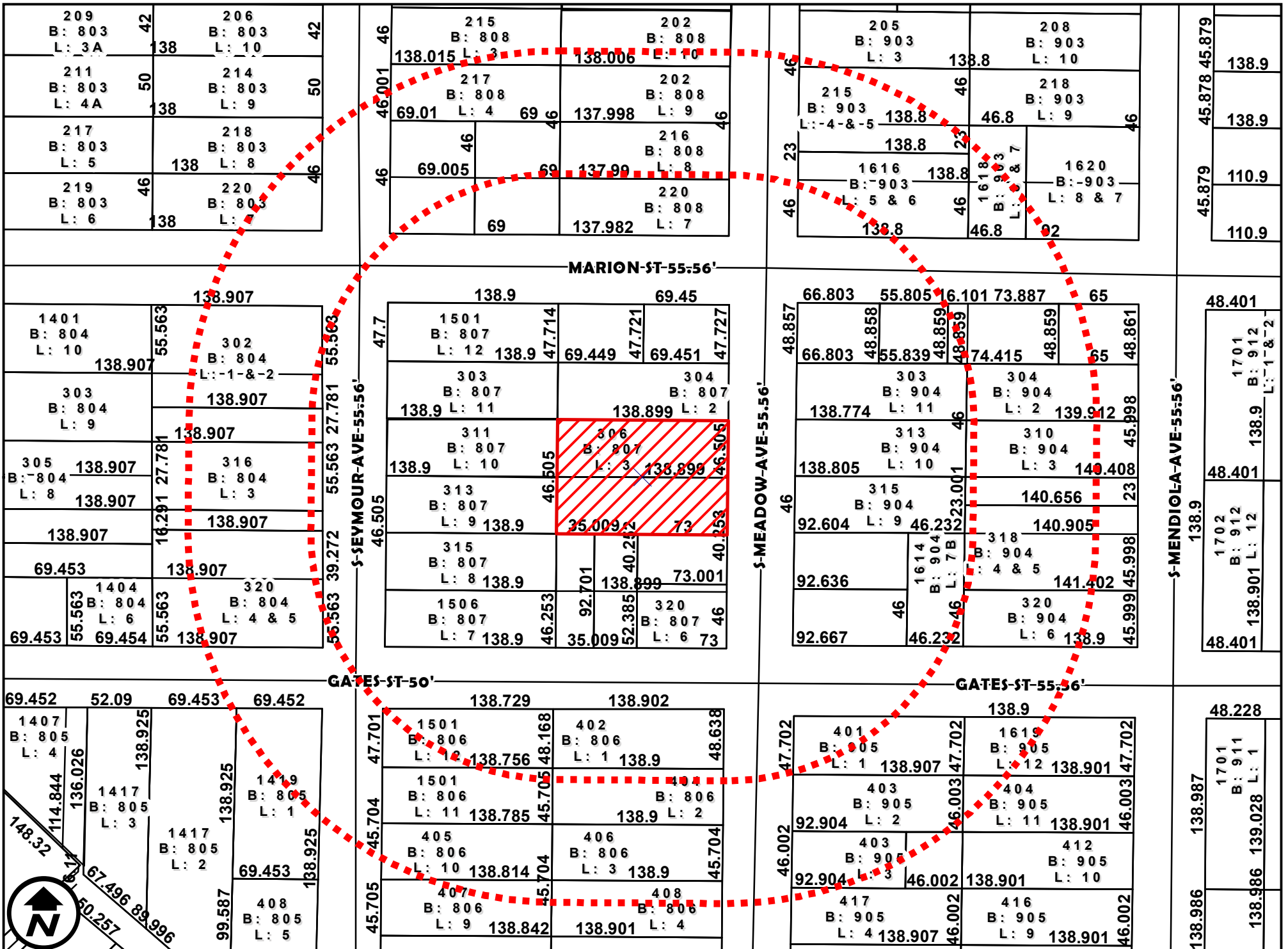
AERIAL MAP

1 inch = 100 feet

ZC-042-2024

COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION FC 24
REVOCATION OF 2016-0-0-1
C.U.P FOR IMPOUND LOT

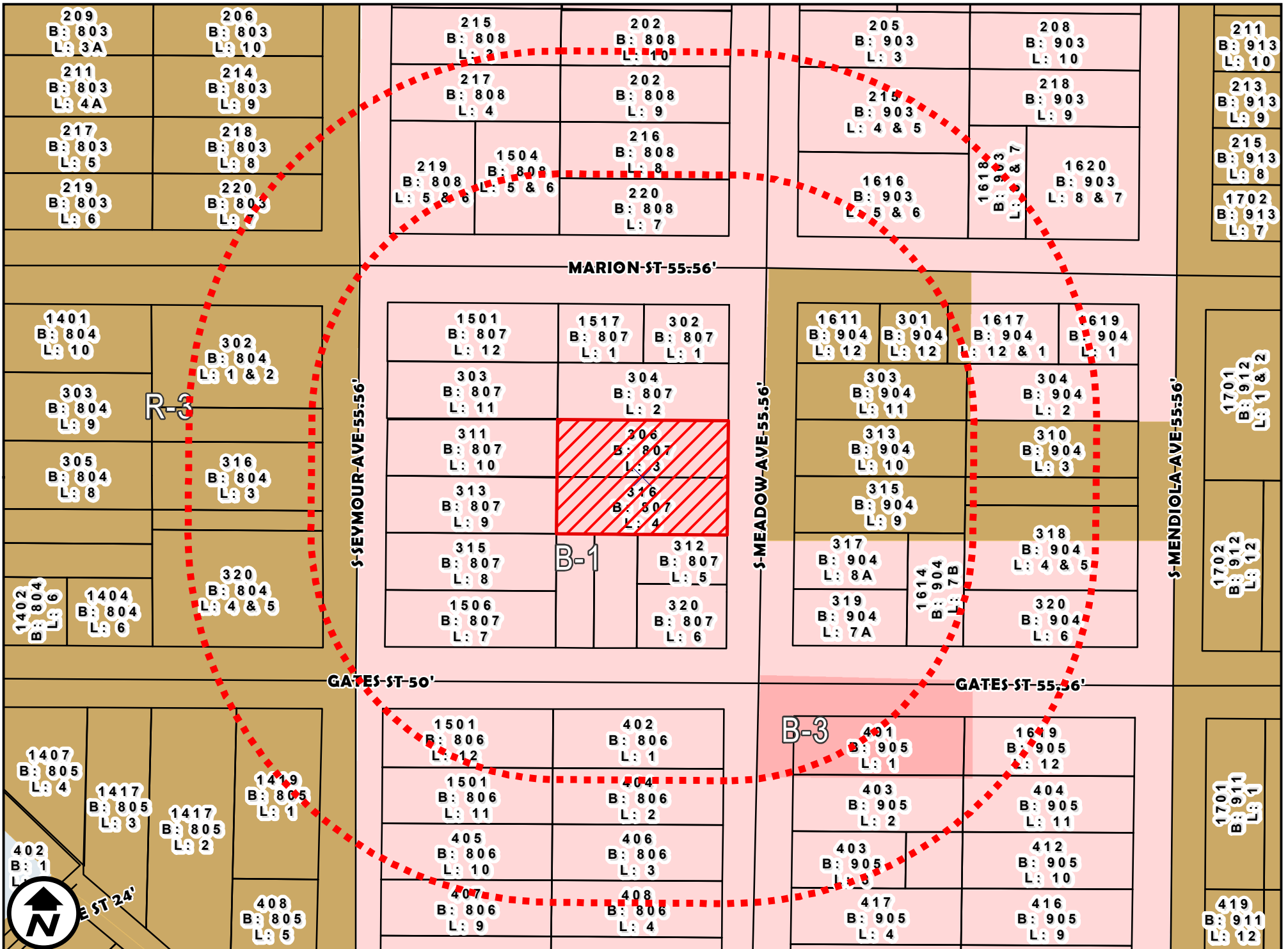


DIMENSIONS MAP

1 inch = 100 feet

ZC-042-2024
 COUNCIL DISTRICT 2
 306 AND 316 SOUTH MEADOW AVENUE

APPLICATION FC-25
 REVOCATION OF 2016-0-0-1-1
 C.U.P FOR IMPOUND LOT



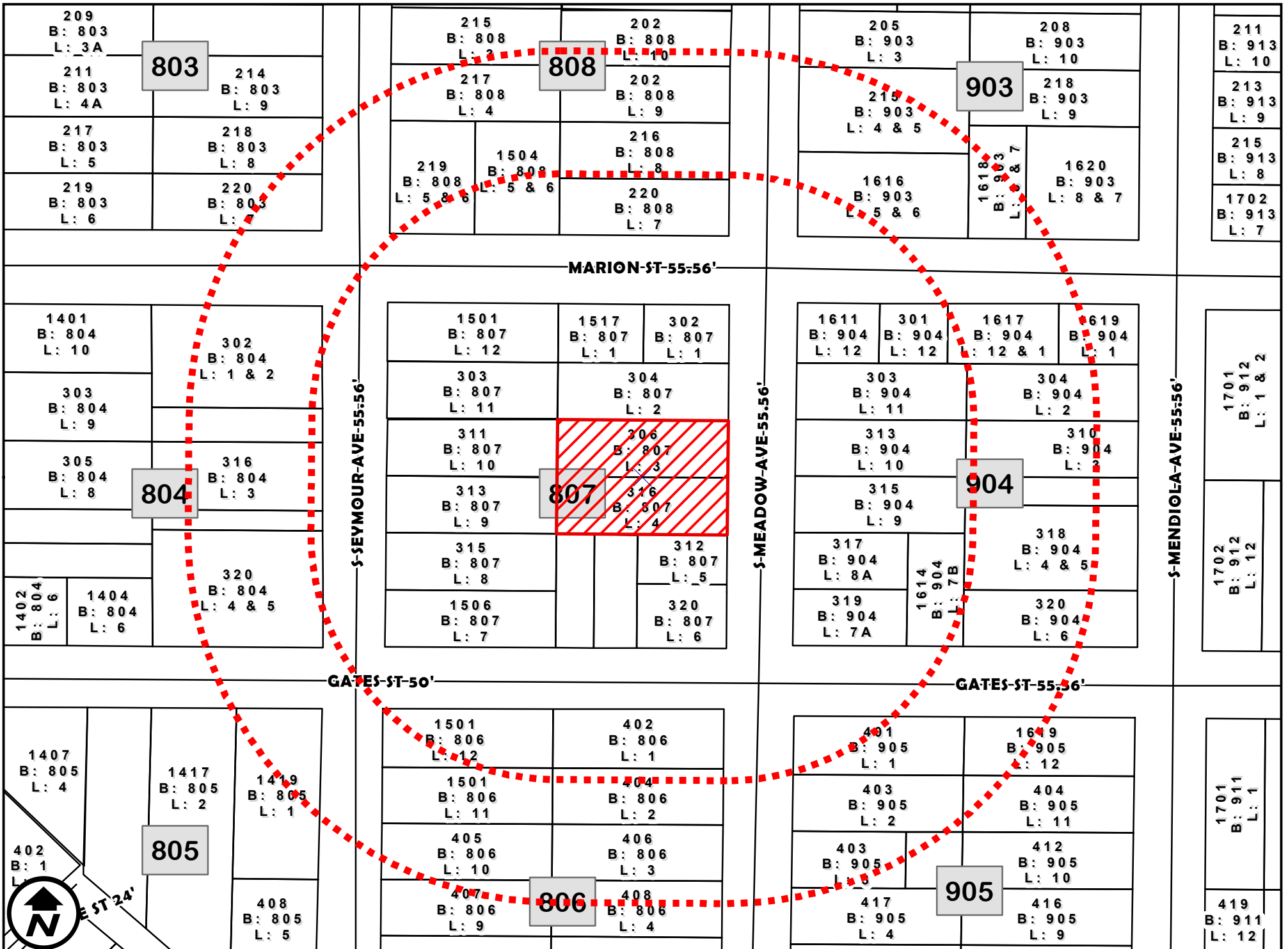
ZONING MAP

1 inch = 100 feet

ZC-042-2024

COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION FC-26
REVOCATION OF 2016-O-013
C.U.P FOR IMPOUND LOT



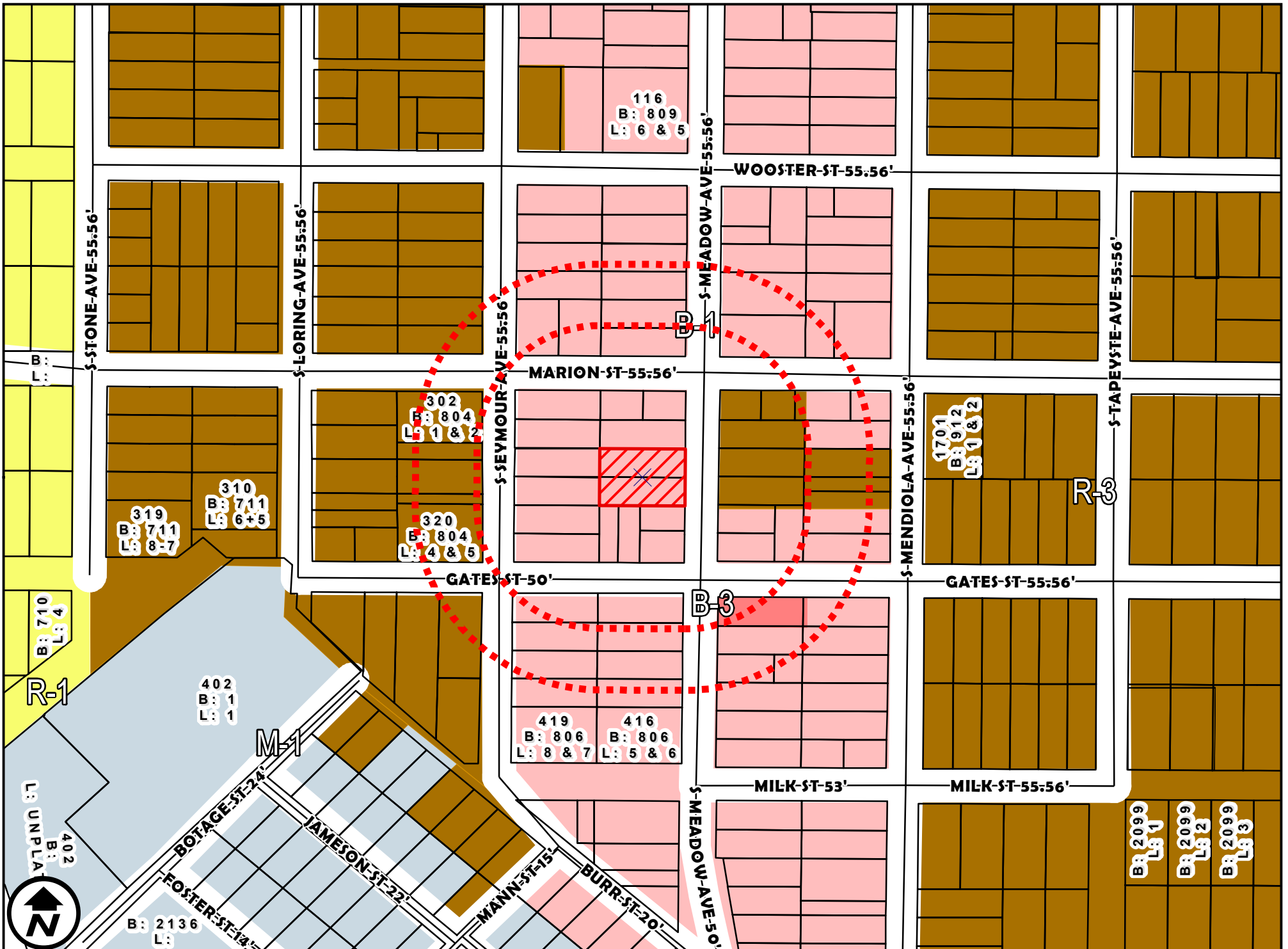
SURVEY MAP

1 inch = 100 feet

ZC-042-2024

COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION FC 27
REVOCATION OF 2016-0-0-1-1
C.U.P FOR IMPOUND LOT



ZONING OVERVIEW

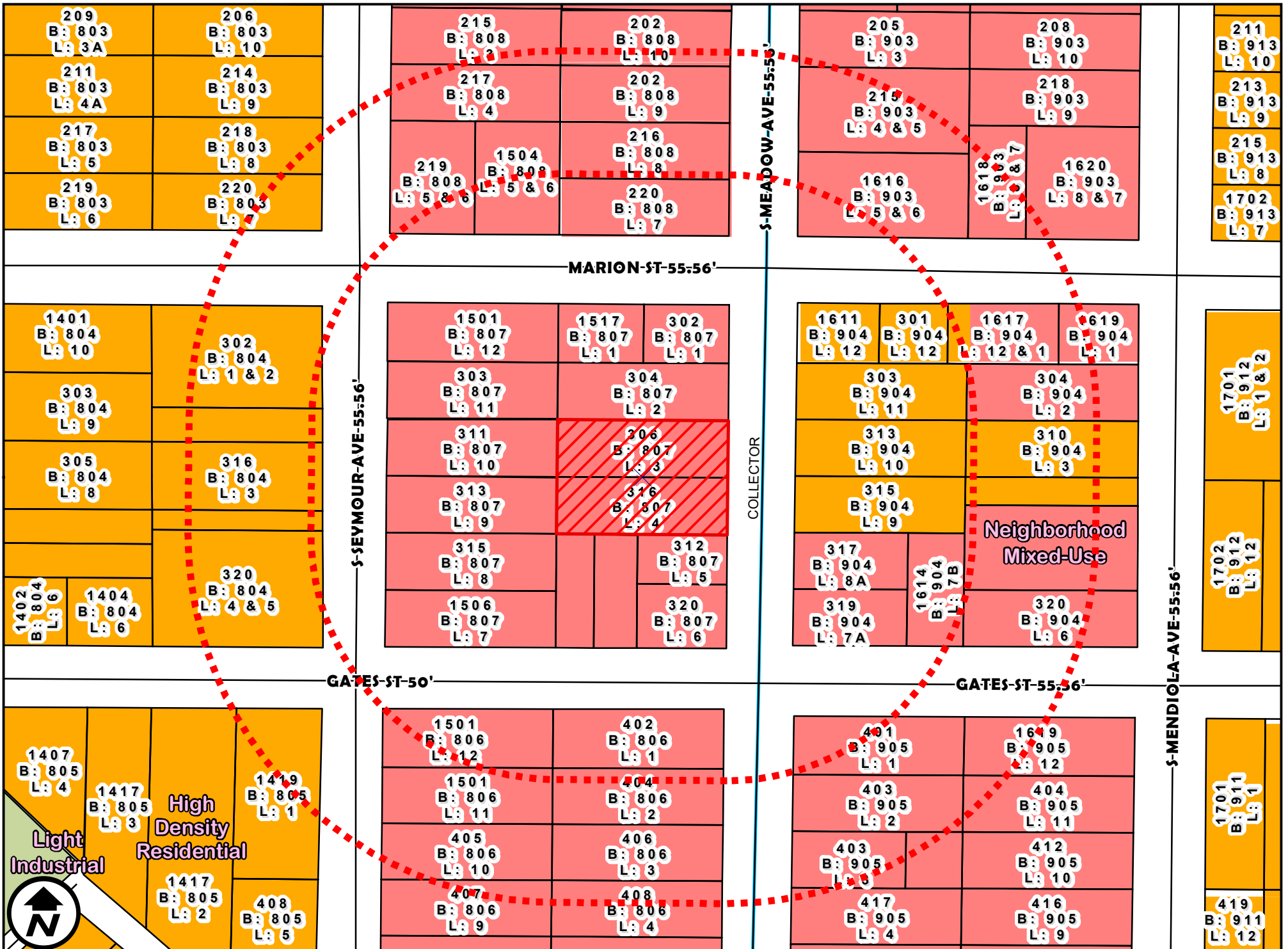
ZC-042-2024

APPLICATION FC 28

1 inch = 200 feet

COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

REVOCATION OF 2016-O-013
C.U.P FOR IMPOUND LOT



FUTURE LANDUSE

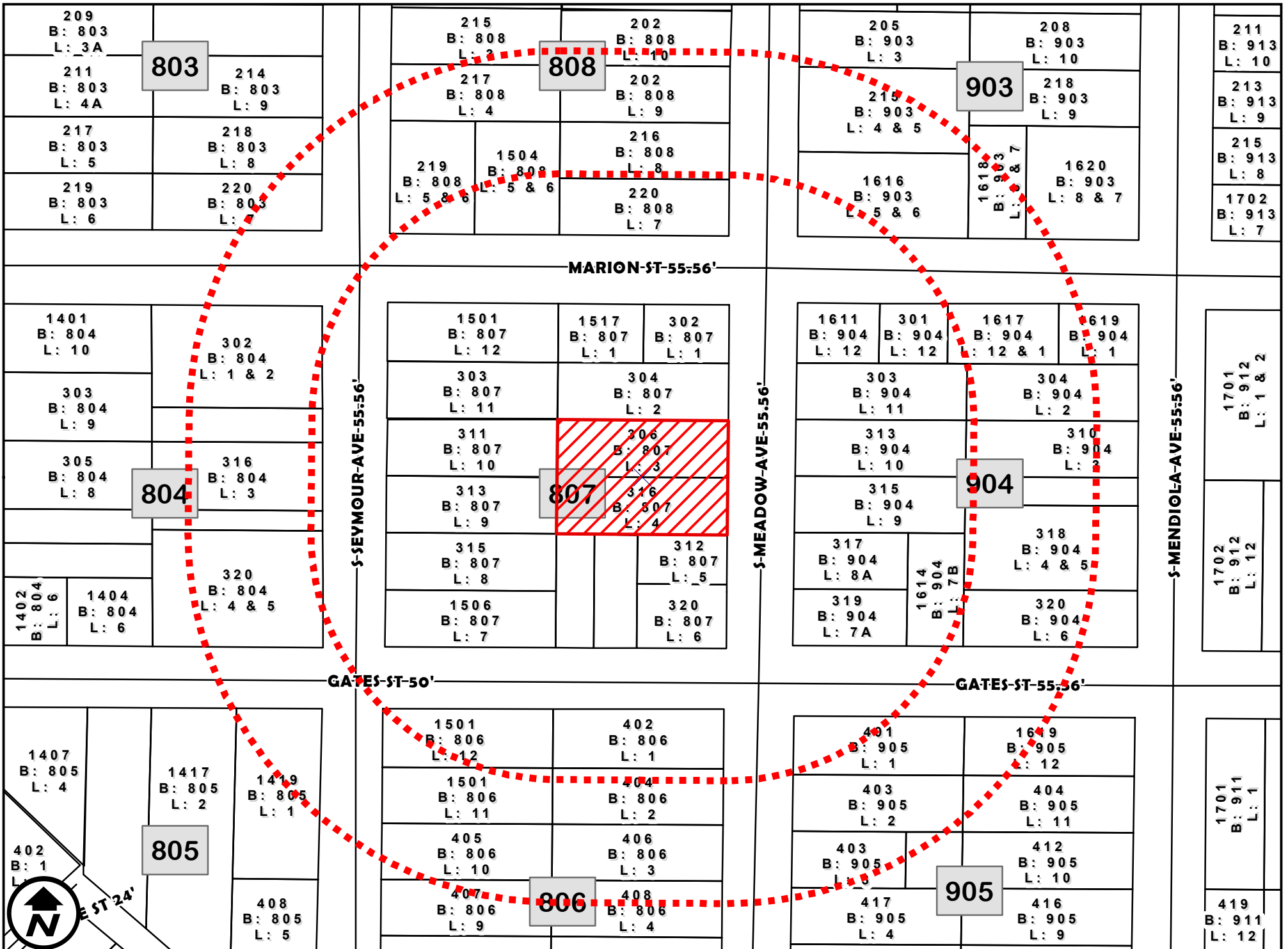
ZC-042-2024

APPLICATION FC 29

1 inch = 100 feet

COUNCIL DISTRICT 2
 306 AND 316 SOUTH MEADOW AVENUE

REVOCATION OF 2016-O-013
 C.U.P FOR IMPOUND LOT



200' AND 300' NOTIFICATION

ZC-042-2024

APPLICATION FC 30

1 inch = 100 feet

COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

REVOCATION OF 2016-0-0-1-1
C.U.P FOR IMPOUND LOT

ORDINANCE NO. 2016-O-015

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN IMPOUND LOT ON LOTS 3 AND 4, BLOCK 807, EASTERN DIVISION, LOCATED AT 306 AND 316 SOUTH MEADOW AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue; 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, 2015; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional 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 January 19, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional 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 the issuance of a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue.

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

1. The C.U.P. shall be issued to Jorge A. Vasquez and is nontransferable.
2. The C.U.P. is restricted to an auto impound lot with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. All areas used for storage of vehicles must be fully paved.
6. No storage of inoperable or junk vehicles.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.

10. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
13. No dismantling or chopping of vehicles on premises.
14. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
18. No mechanic, auto body or paint work is permitted on site.

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. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

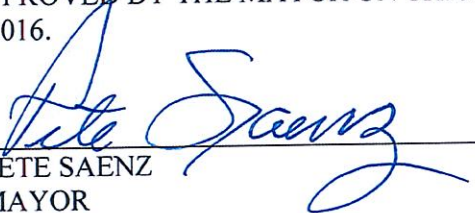
2. Procedures

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

- A. A Zoning Officer shall, upon discovery of conditional 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 Conditional 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 Conditional 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 Conditional 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 Conditional 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
1ST DAY OF February, 2016.



 PETE SAENZ
 MAYOR

ATTEST:


 DOANH "ZONE" T. NGUYEN
 ACTING CITY SECRETARY



APPROVED AS TO FORM:
 RAUL CASSO, CITY ATTORNEY


 KRISTINA LAUREL HALE
 ASSISTANT CITY ATTORNEY



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

APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> IMPOUND LOT

ZC-10-2016
 COUNCIL DISTRICT 3
 306/ 316 S MEADOW AVE

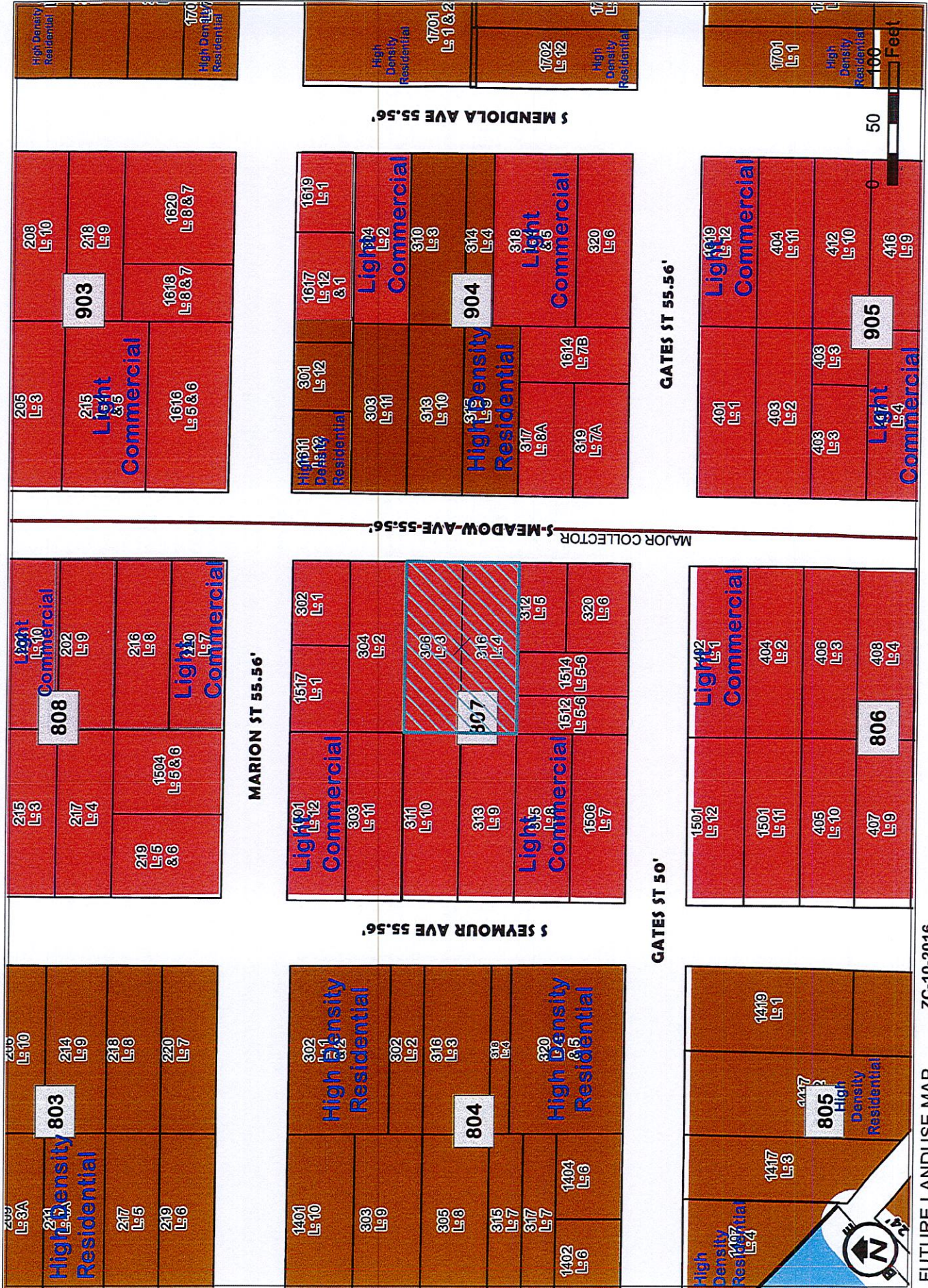
ZONING MAP
 1 inch = 100 feet
 Date: 12/3/2015



AERIAL MAP
 1 inch = 100 feet
 Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

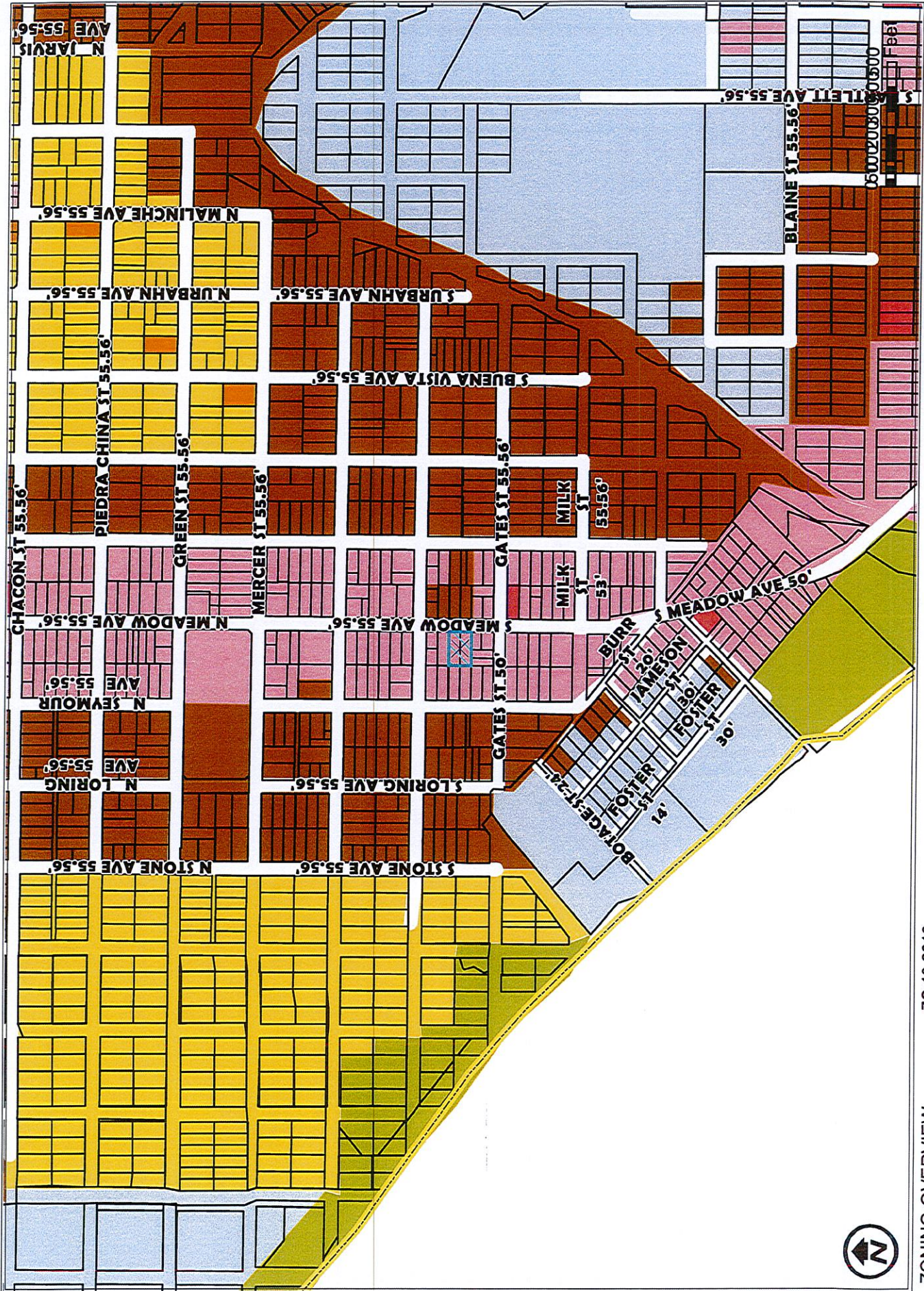
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT



APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE



APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

ZONING OVERVIEW
1 inch = 500 feet
Date: 12/3/2015

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/01/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Jorge A. Vasquez, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2016-O-015 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue; providing for publication and effective date. District III

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular meeting of January 19, 2016.

BACKGROUND

Council District: III – The Honorable Alejandro "Alex" Perez

Proposed use: Impound Lot (Auto storage)

Site: Vehicle storage

Surrounding land uses: North of the site are single-family residences. East of the site are single-family residences, vacant lots and a commercial building. To the south are single family residences, a body shop, a beauty salon, multi-family residential uses and Iglesia Metodista. West of the site are single family dwellings, E & J Garage, manufactured homes and multi-family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector.

Letters sent to surrounding property owners: 44 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Auto Impound yards in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-1.

Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not compatible with the adjacent established residential neighborhood.
2. The property fronts Meadow Avenue which is already a heavily congested road.
3. The proposed C.U.P. will encroach into the established neighborhood and introduce more intense and incompatible uses.

Staff does not support the Conditional Use Permit at this location but recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Jorge A. Vasquez and is nontransferable.
2. The C.U.P. is restricted to an auto impound lot with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. All areas used for storage of vehicles must be fully paved.
6. No storage of inoperable or junk vehicles.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
13. No dismantling or chopping of vehicles on premises.
14. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
18. No mechanic, auto body or paint work is permitted on site.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

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

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Zoning Overview Map

Pictures

Exhibits and Survey

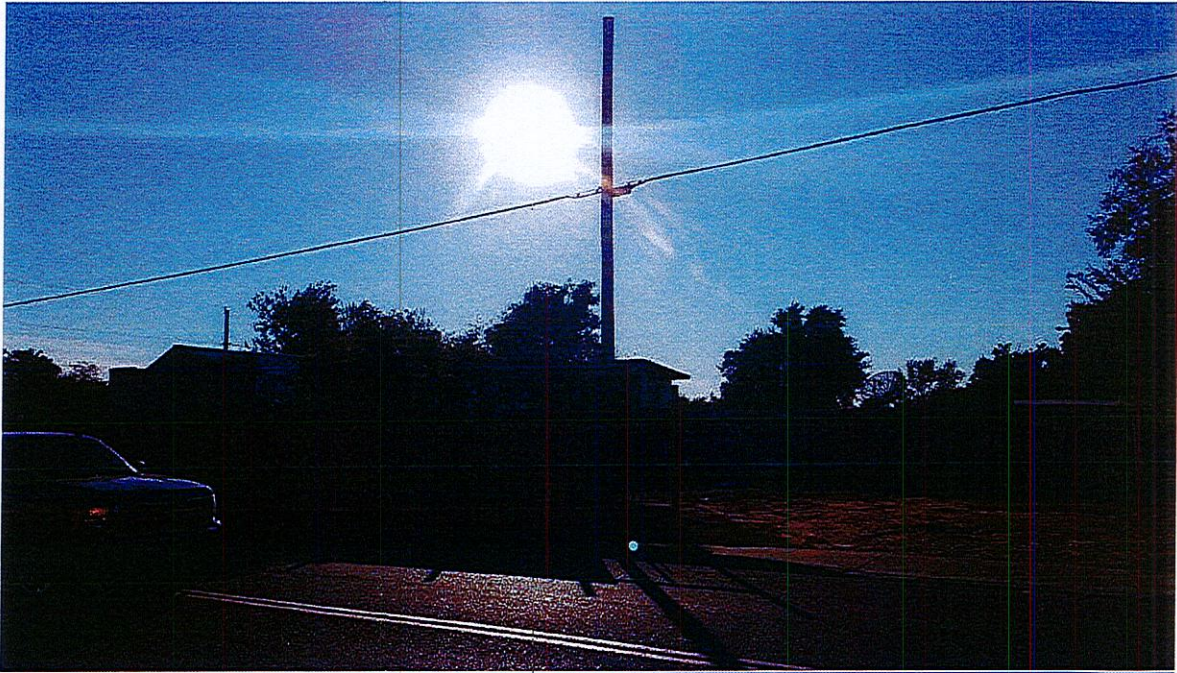
**306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016**



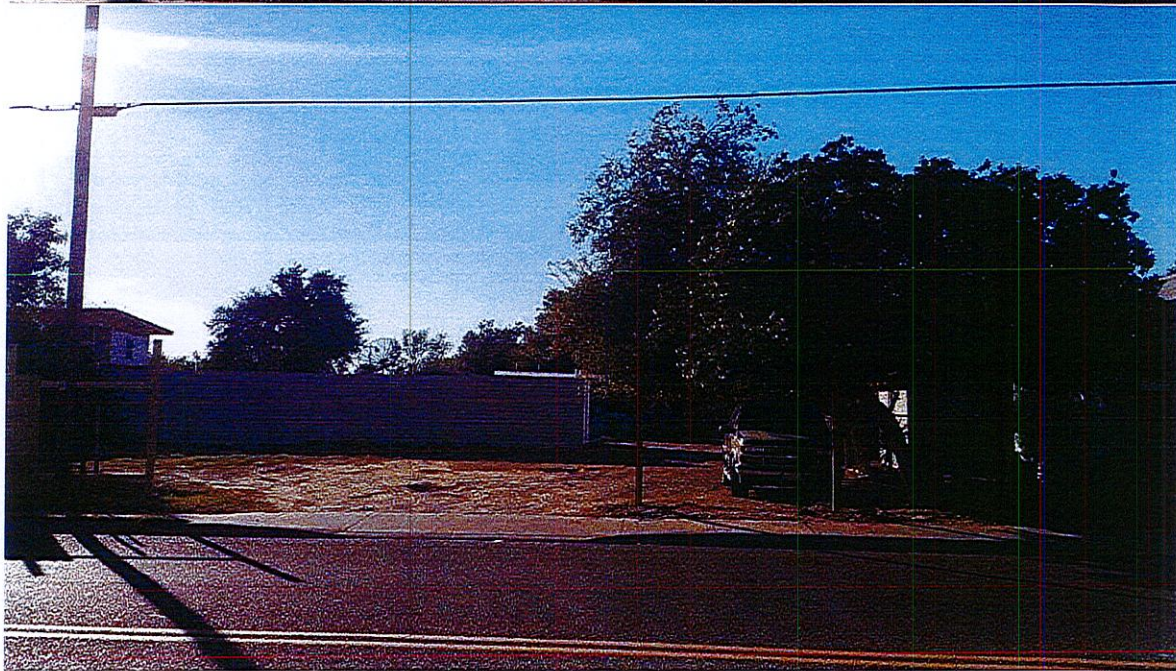
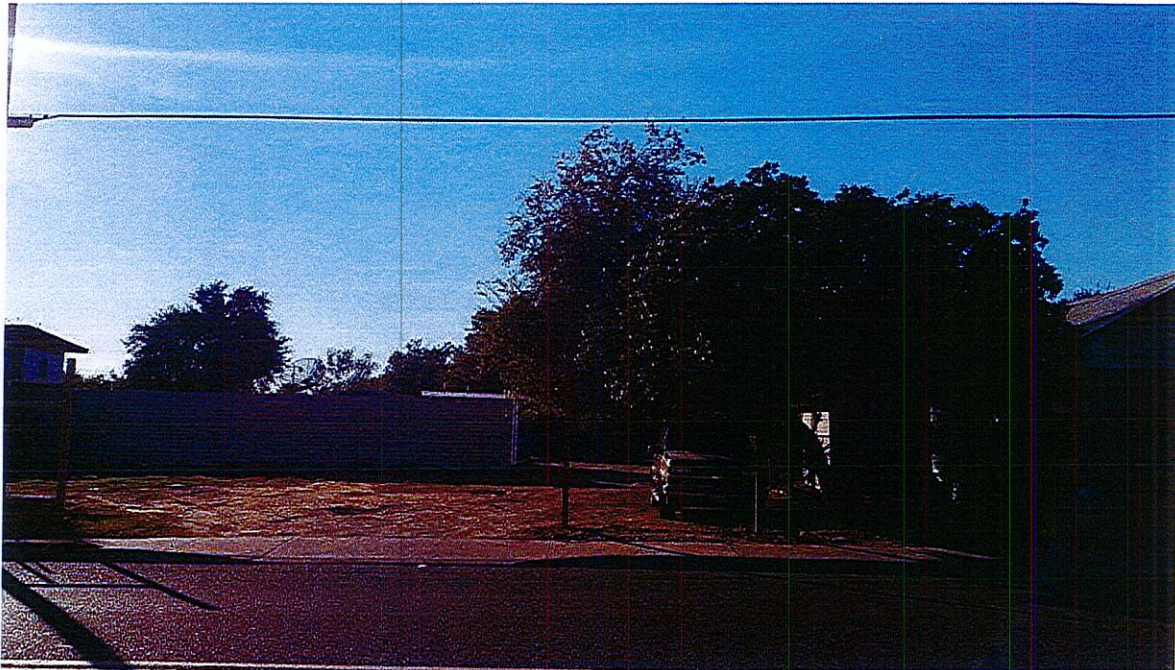
**306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016**

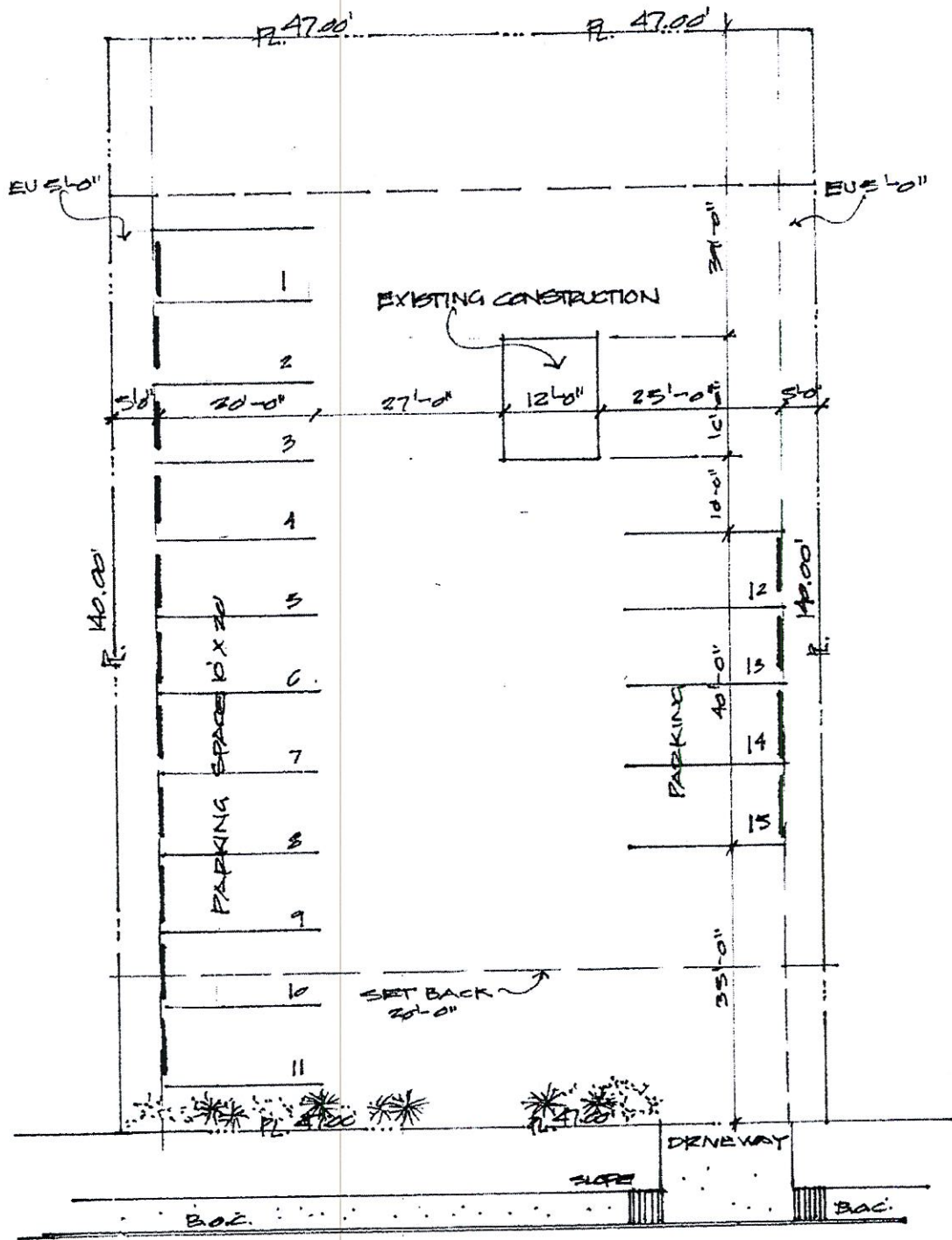


**306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016**



**306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016**





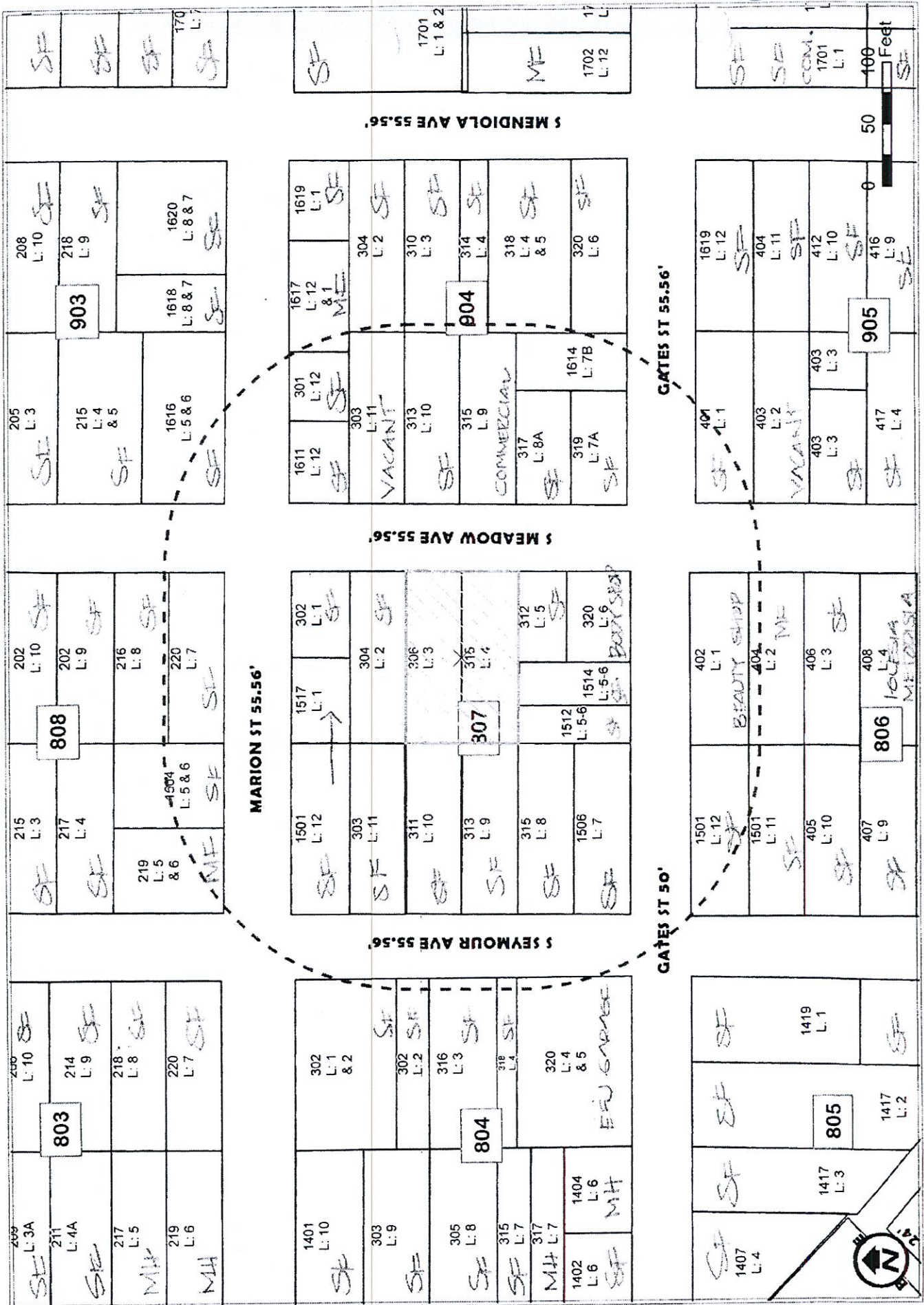
SITE PLAN SCALE 1" = 20'-0"
 LOT # 3 & 4 BLOCK # 807 E.D.
 306 S. MEADOW AVE. LAREDO, TEXAS

Exhibit A

OWNER:
PROJECT:
SITE PLAN #2 PARKING.

I petitioner Jorge Vasquez am requesting a conditional use permit approval to allow an impound vehicle lot to operate. Currently the vacant lot is located at 306 and 316 South Meadow Laredo Texas 78043. They are two vacant lots adjacent to each other this property is zoned as a B-1, and a C.U.P will allow me to operate. I am seeking approval to allow the possible outdoor storage of approximately ten to fifteen vehicles with a small building to house an office for the business for one employee. Hours of operation would be conducted from Monday thru Friday from 8:00 am to 5:00pm. I am committed to comply with the entire required site planning requirements. These improvements to the property include items such as parking, fencing and lighting compliance. I am in good standing with my neighbors and they have no issues with me operating in this location.

Jorge Vasquez



200' NOTIFICATION
 1 inch = 100 feet
 Date: 12/3/2015

ZC-10-2016
 COUNCIL DISTRICT 3
 306/316 S MEADOW AVE

APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> IMPOUND LOT

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REVOKING A CONDITIONAL USE PERMIT FOR AN IMPOUND LOT ON LOTS 3 AND 4, BLOCK 807, EASTERN DIVISION, LOCATED AT 306 AND 316 SOUTH MEADOW AVENUE, PURSUANT TO THE CITY OF LAREDO LAND DEVELOPMENT CODE SECTION 24.94.10(A)(1), ENTITLED REVOCATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, City Council requested to revoke a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation; 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of revoking the conditional use permit; and,

WHEREAS, notice of the revocation for the conditional use permit 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, 2024 on the revocation for the conditional use permit; 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.

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 is hereby amended by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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 _____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 2.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-050-2024
District IV

Council District: District 4 **Zone Case:** ZC-050-2024

Letters sent to property owners: 16

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

The Planning & Zoning Commission in a 4 to 1 vote recommended approval of the zone change. However, two (2) commissioners abstained from the vote.

STAFF RECOMMENDATION - Does not support

Staff does not support the application.

City Council-Regular Meeting

Date: 08/19/2024

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

Initiated By: J. Cruz Properties, LLC, Owner; Juan J. Cruz, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **does not support** the application.

ZC-050-2024

District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr.

Proposed use: The proposed use is 5 attached residential condominiums.

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is O'kane Street, single family residential uses, and multifamily residential uses. To the east of the site is primarily single family residential uses and Tapeyste Avenue. To the south of the site is Clark Boulevard, single family residential uses, and Arbol de Vida Church. To the west of the site is North Mendiola Avenue, single family residential uses, multi-family residential uses, mobile homes, Stripes Convenience Store.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

<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 does not identify East O' Kane Street and 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: 16

In Favor: 0

Opposed: 2

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 4 to 1 vote recommended approval of the zone change. However, two (2) commissioners abstained from the vote.

STAFF RECOMMENDATION

Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, B-1R, and R-O), which does not allow for R-2 zoning districts.
2. The area within a one block radius is surrounded and abuts predominantly single family residential uses and R-1 zoning districts.
3. The proposed zone change will create an isolated R-2 zoning district.

Staff does not support the application.

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?

Yes. The area is predominately single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. The proposed zone change will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

It may be anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing R-1 does not allow for condominiums intended by the applicant.

Attachments

- Maps
 - Zone Change Signage
 - Draft Ordinance
-



AERIAL MAP

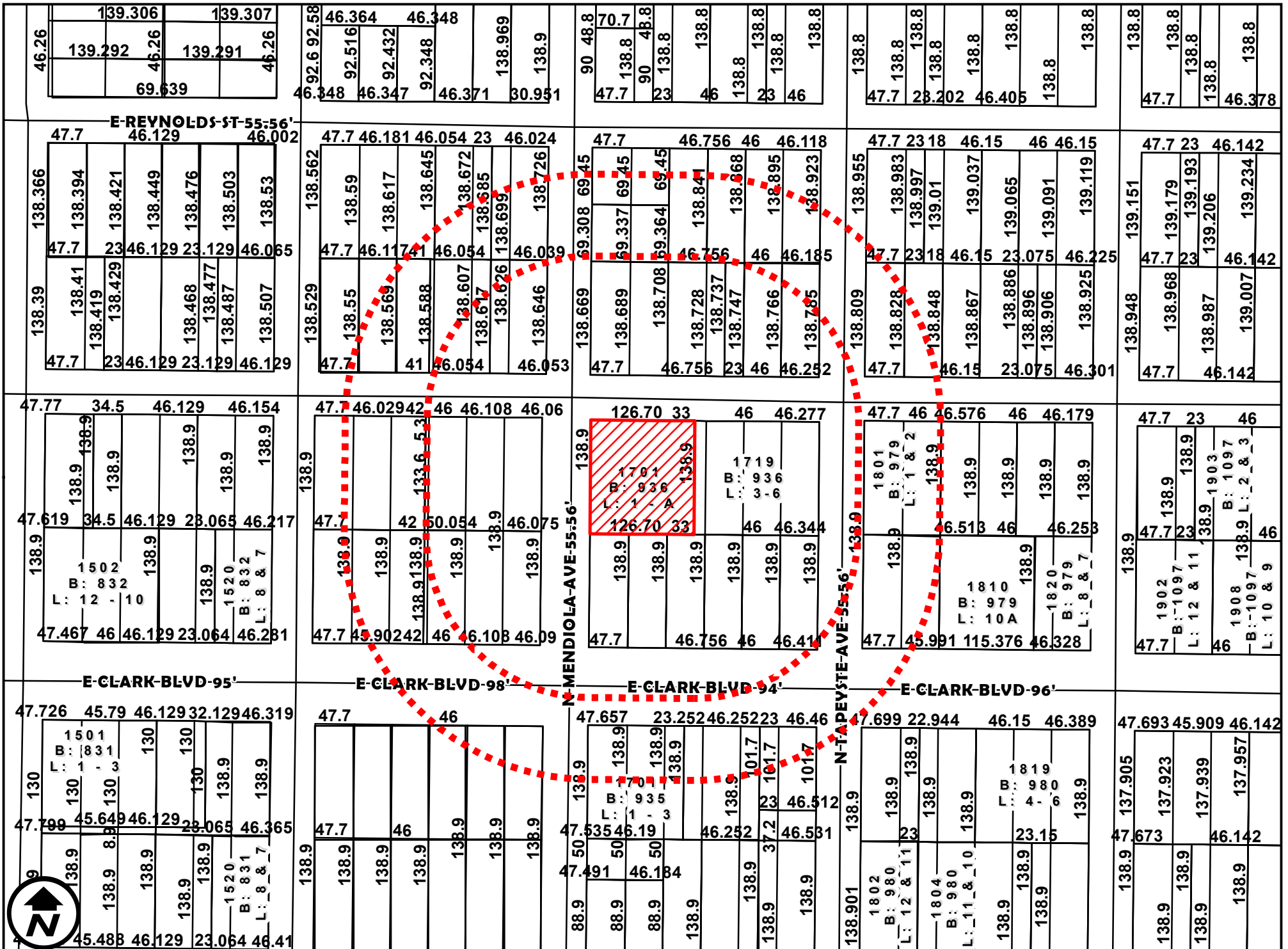
1 inch = 150 feet

ZC-050-2024

COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION FC 53

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



DIMENSIONS MAP

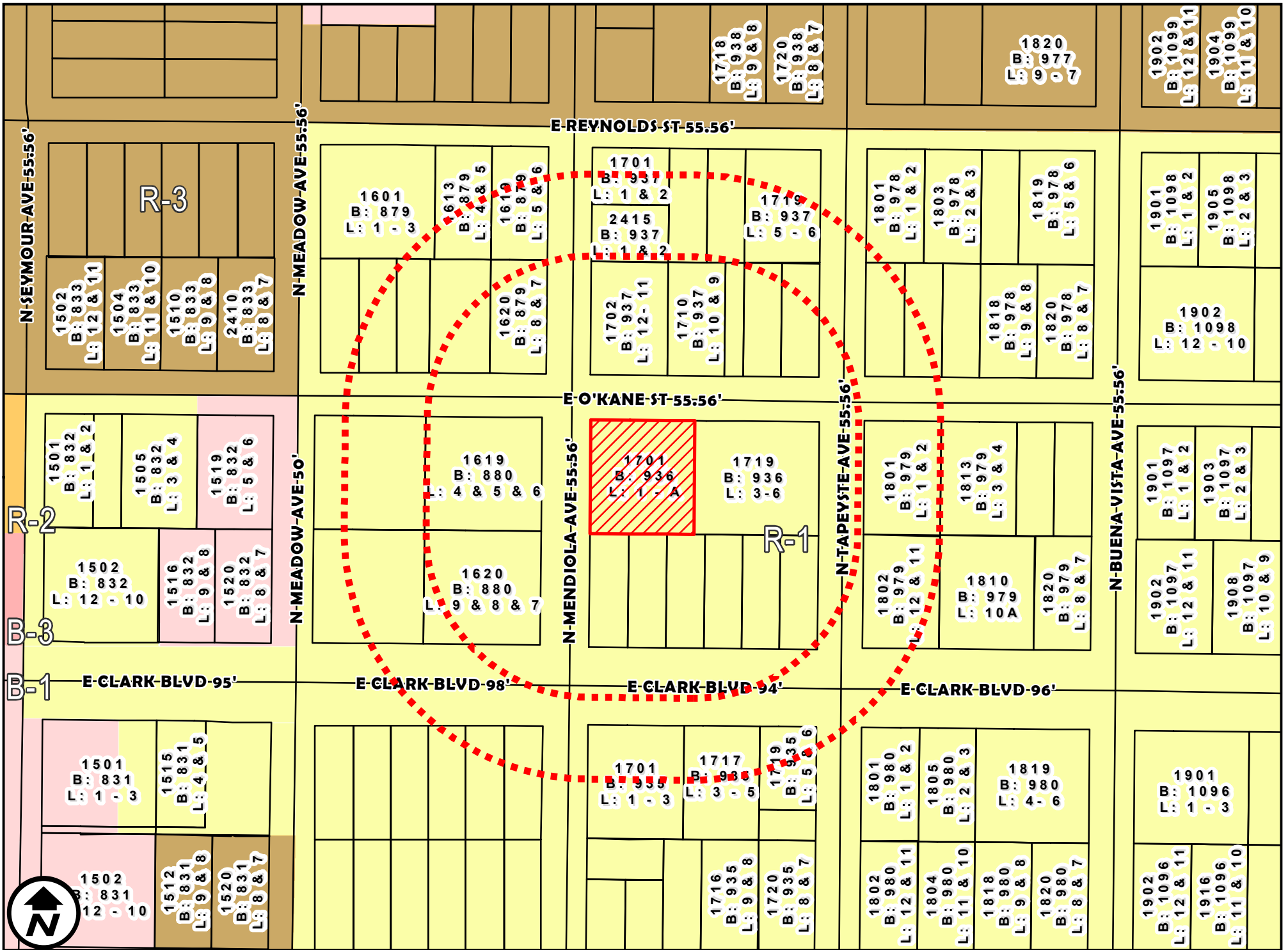
ZC-050-2024

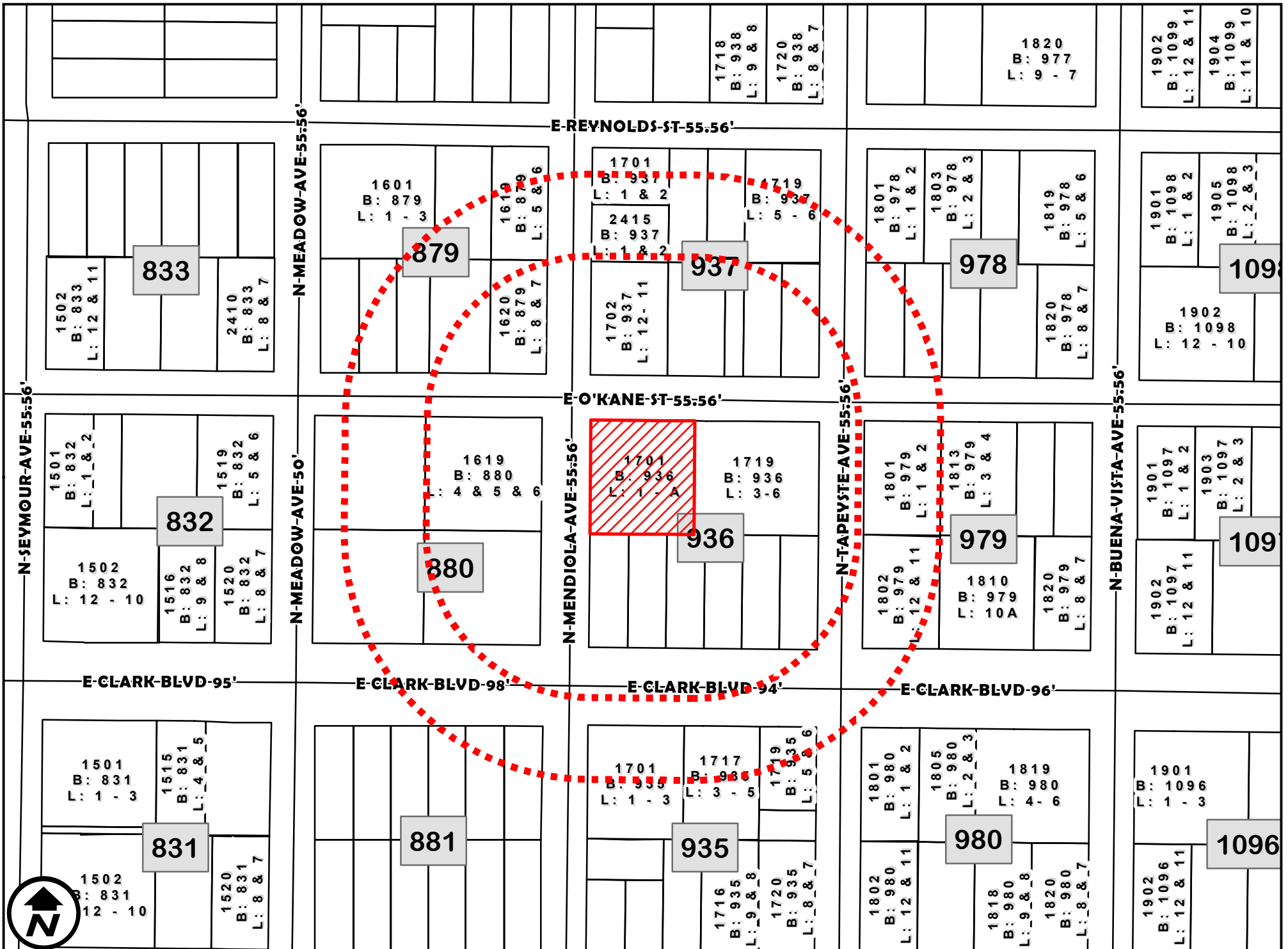
APPLICATION FC 54

1 inch = 150 feet

COUNCIL DISTRICT 4
1701 O' KANE STREET

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)





SURVEY MAP

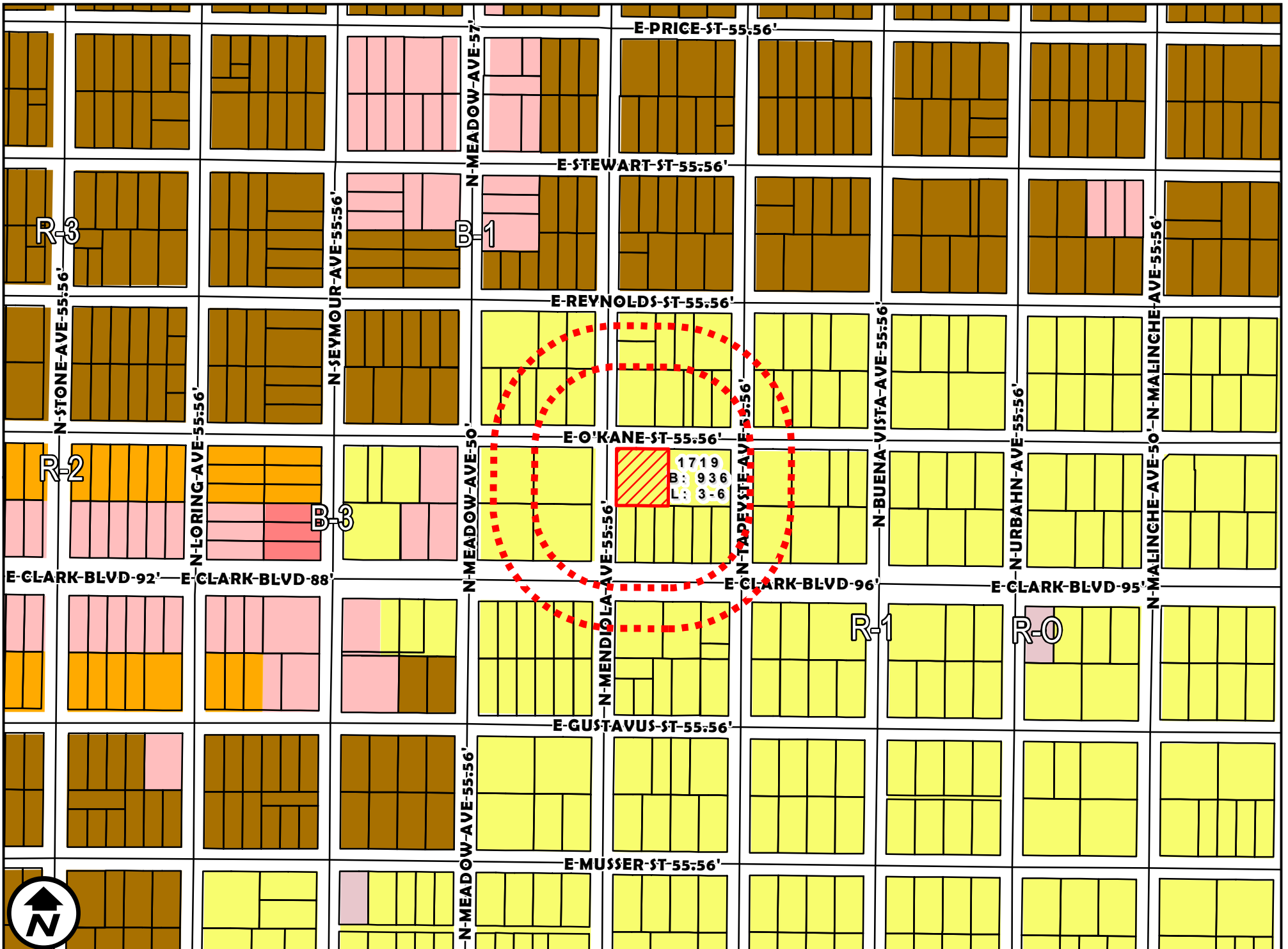
1 inch = 150 feet

ZC-050-2024

COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION FC 56

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



ZONING OVERVIEW

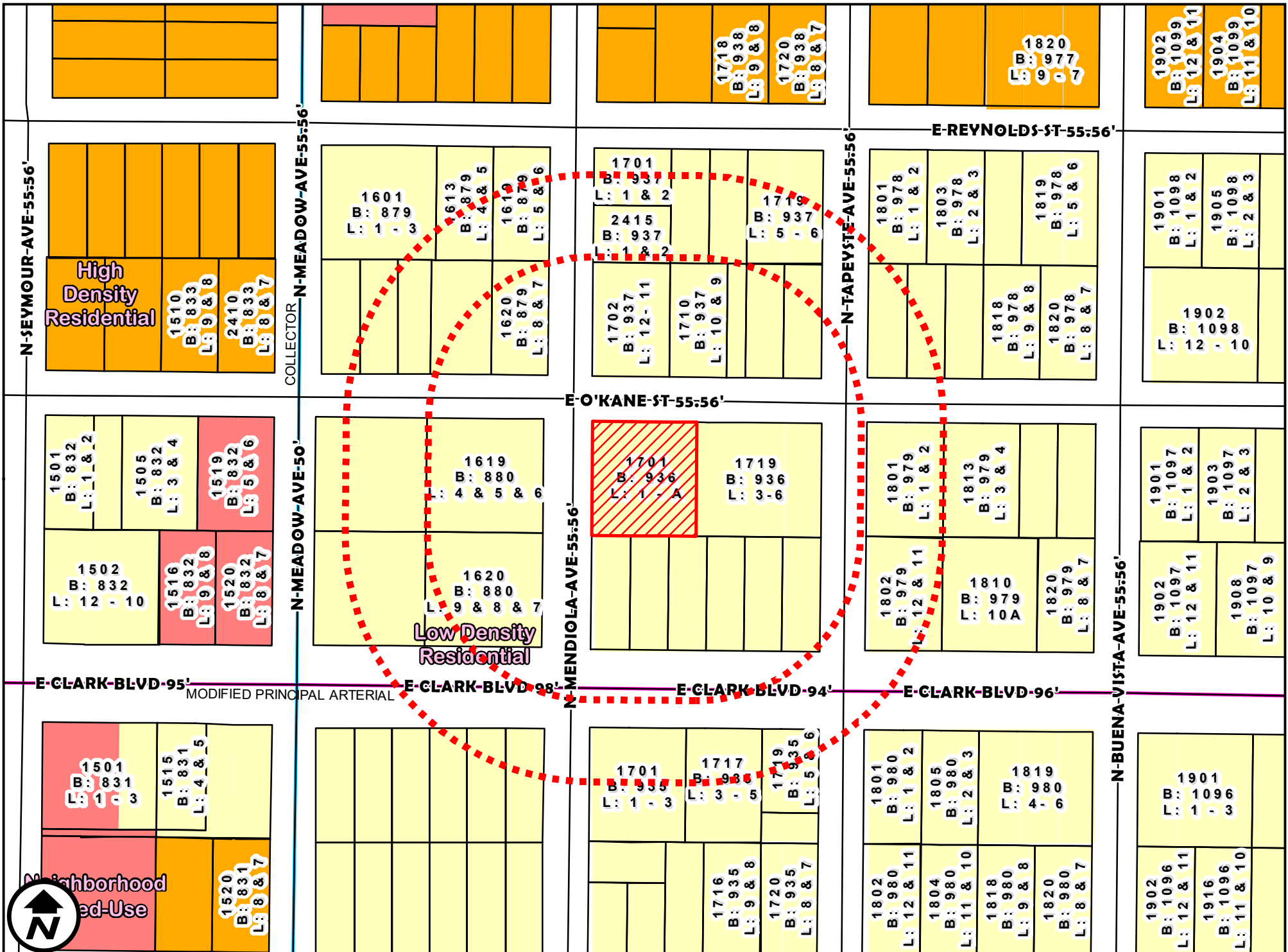
1 inch = 300 feet

ZC-050-2024

COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION FC 57

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



High Density Residential

Low Density Residential



FUTURE LAND USE

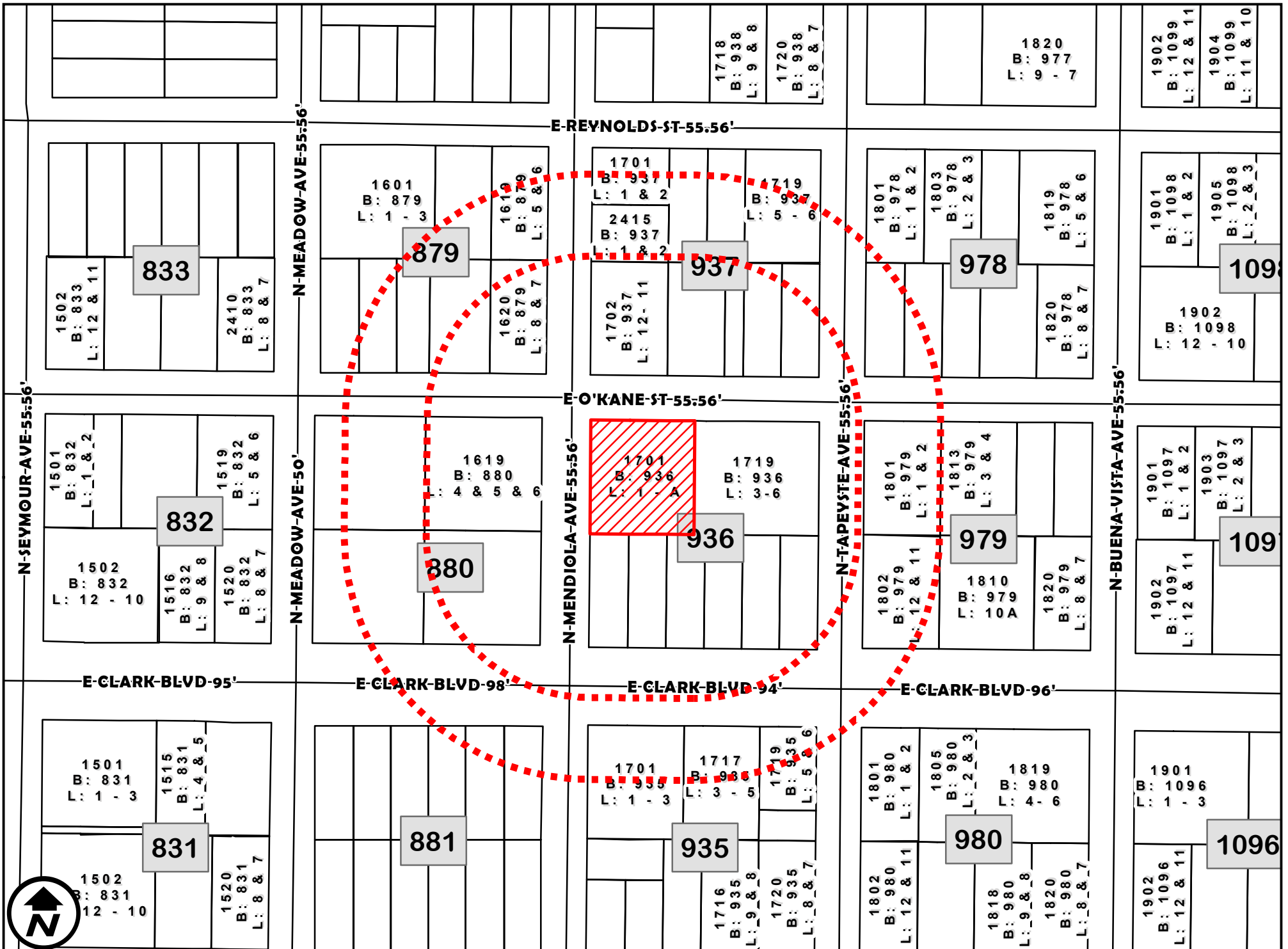
1 inch = 150 feet

ZC-050-2024

COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION FC 58

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

ZC-050-2024

APPLICATION FC 59

1 inch = 150 feet

COUNCIL DISTRICT 4
1701 O' KANE STREET

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1-A, BLOCK 936, EASTERN DIVISION, LOCATED AT 1701 EAST O' KANE STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI - FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District); 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; 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 August 19, 2024 on the request and finds the zone change 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.

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 is hereby amended by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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
_____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 3.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit amendment, and staff supports the application.

ZC-055-2024
District IV

Council District: District 4 **Zone Case:** ZC-055-2024

Letters sent to property owners: 23

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

The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the proposed conditional use permit amendment. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council- Regular Meeting

Meeting Date: 08/19/2024

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

Initiated By: Amazing Kids Learning Center, Owner; Edilberto Ramirez, 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 amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit amendment, and staff **supports** the application.

ZC-055-2024

District IV

PREVIOUS COUNCIL ACTION

On November 20, 2006, the City Council made a motion to approve a conditional use permit (Ordinance 2006-O-310) for a child daycare.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr.

Zoning District: R-1 (Single Family Residential District) zoning district

Proposed use: The proposed use is child day care.

Site: The site is currently occupied by a daycare center.

Surrounding land uses: To the north of the site is US Highway 59 and the Casablanca Ballroom. To the east of the site is East Fiesta Loop and single-family residential uses. To the south of the site is mixed residential uses. To the west of the site is West Fiesta Loop, residential uses, and Garcia's Auto Repair.

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

Transportation Plan: The Long Range Thoroughfare Plan does identifies US Highway 59 as an Expressway, but does not identify West Fiesta Loop.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 23

In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 7 to 0 vote recommended **approval** of the proposed conditional use permit amendment. However, one (1) commissioner abstained from the vote.

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 sections 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 **supports** the proposed conditional use permit for the following reasons:

1. There are more intense uses to the west of the site.
 - Approximately one block to the north from the proposed site is Garcia's Auto Repair.
2. The proposed use is not out of character at this location.

If approved, Staff suggests the following conditions:

- ~~1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.~~
- ~~2. The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes. *The hours of operation shall be limited to, Monday to Friday, 7:00 A.M. to 7:00 P.M.*~~
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven-foot opaque fence shall be erected adjacent to the residential uses. *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. *All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion thereof.*
8. *Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.*
9. *The establishment shall be kept in a sanitary condition.*
10. *The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
11. *Signage shall be consistent with the City's Sign Ordinance.*
12. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
13. *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.*
14. *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.*
15. *The proposed use shall undergo an annual Fire Inspection.*
16. *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.*

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

Staff **supports** the application.

Is this change contrary to the established land use pattern?

No. There are more intense uses within the vicinity of the 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 conditional use permit is not anticipated to negatively impact the surrounding neighborhood and area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing zone does not allow for a day care as intended by the applicant.

Attachments

Maps

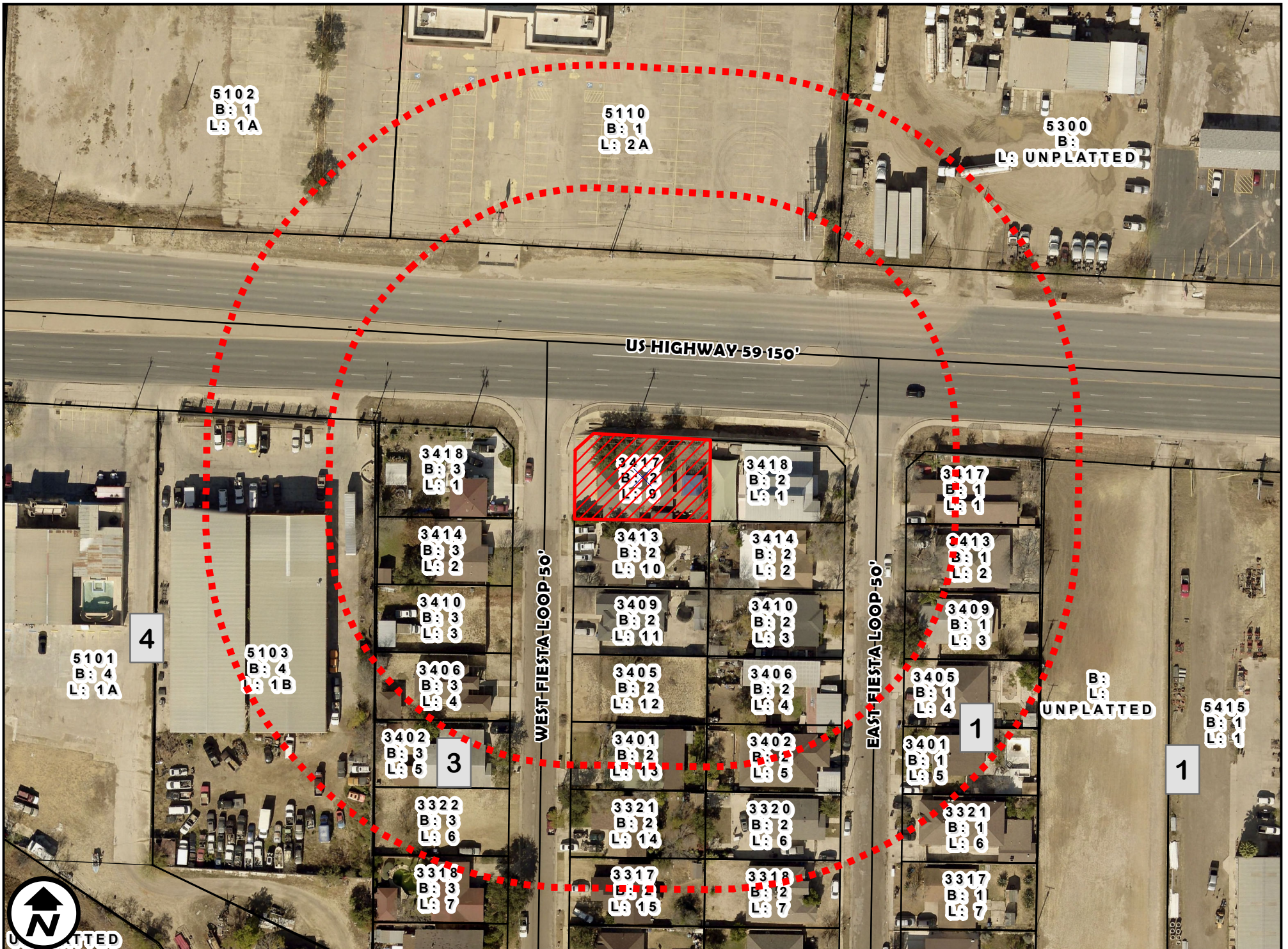
Narrative

Site Plan

Ordinance 2006-O-310

Zone Change Signage

Draft Ordinance

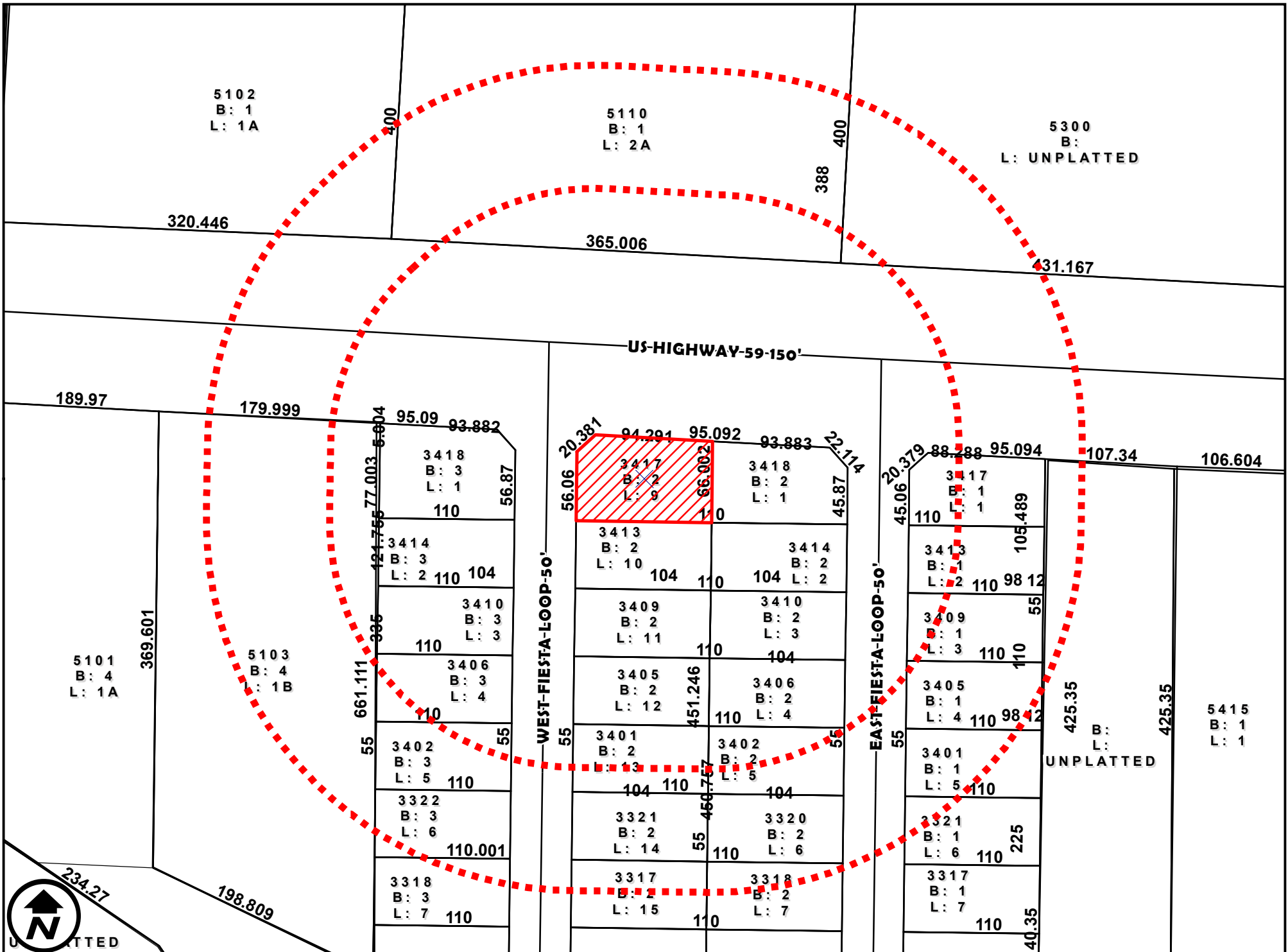


AERIAL MAP

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION FC 67
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. FOR DAYCARE



5102
B: 1
L: 1A

5110
B: 1
L: 2A

5300
B:
L: UNPLATTED

320.446

365.006

431.167

US-HIGHWAY-59-150'

189.97

179.999

56.87

3418
B: 3
L: 1
110

3417
B: 2
L: 8

3418
B: 2
L: 1

3417
B: 1
L: 1
110

3414
B: 3
L: 2 110 104

3413
B: 2
L: 10 104 110

3414
B: 2
L: 2 104

3413
B: 1
L: 2 110 98 12

3410
B: 3
L: 3
110

3409
B: 2
L: 11 110

3410
B: 2
L: 3 104

3409
B: 1
L: 3 110 110

3406
B: 3
L: 4
110

3405
B: 2
L: 12 110

3406
B: 2
L: 4 110

3405
B: 1
L: 4 110 98 12

3402
B: 3
L: 5 110

3401
B: 2
L: 13 104 110

3402
B: 2
L: 5 104

3401
B: 1
L: 5 110

3322
B: 3
L: 6
110.001

3321
B: 2
L: 14 110

3320
B: 2
L: 6 110

3321
B: 1
L: 6 110 225

3318
B: 3
L: 7 110

3317
B: 2
L: 15 110

3318
B: 2
L: 7 110

3317
B: 1
L: 7 110

UNPLATTED

5415
B: 1
L: 1



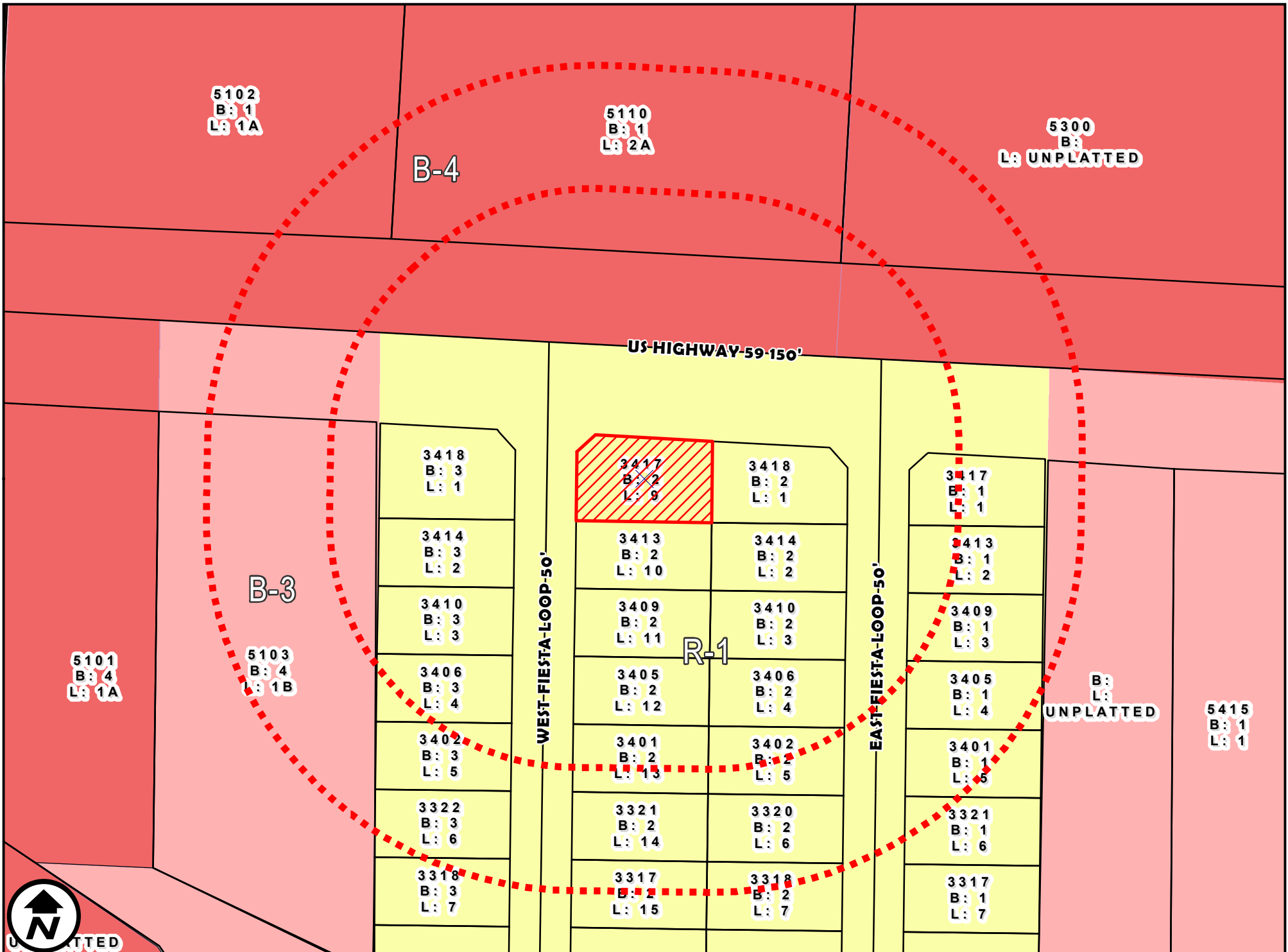
DIMENSIONS MAP

1 inch = 100 feet

ZC-055-2024

COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION FC 68
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. FOR DAYCARE

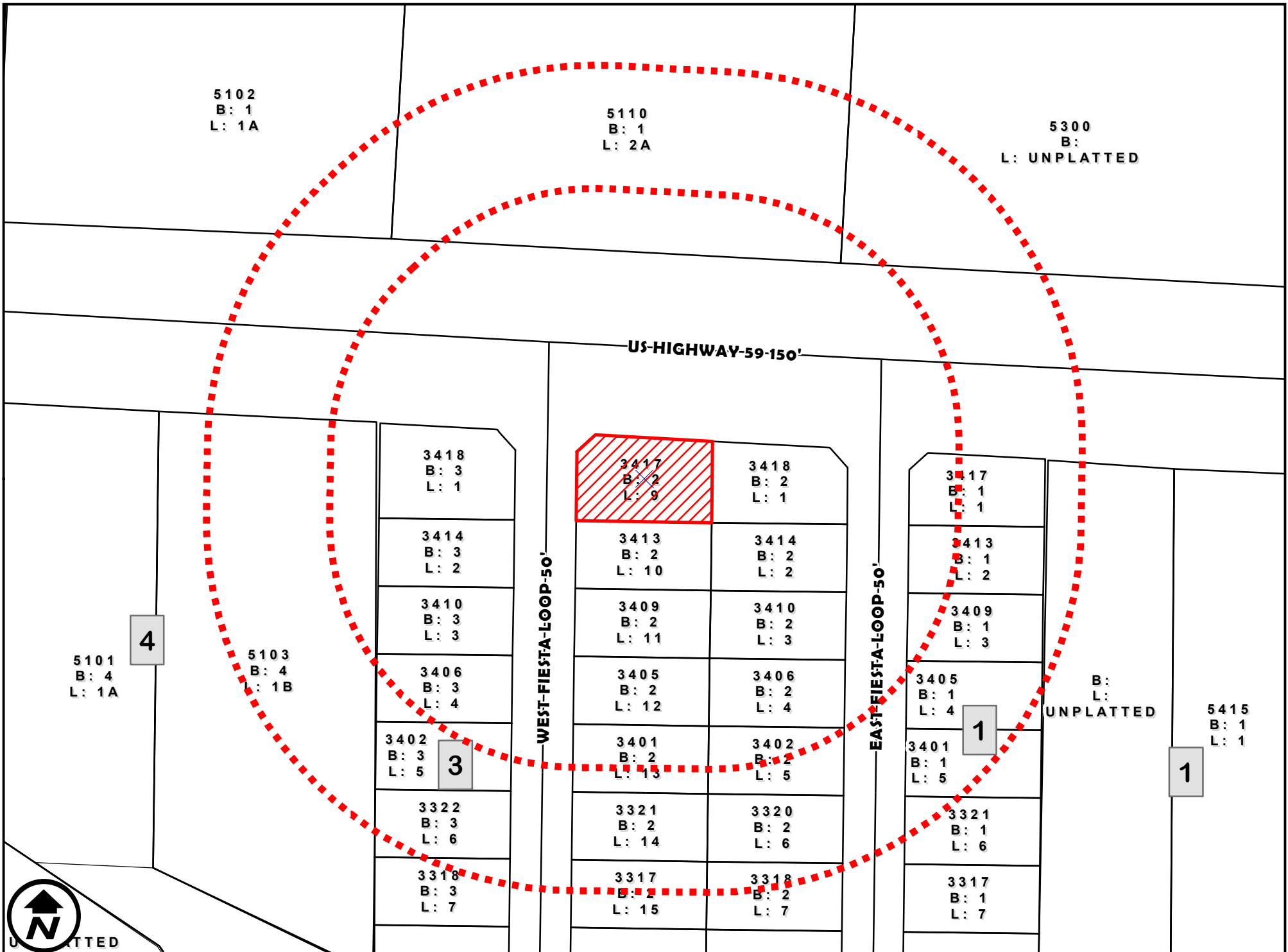


ZONING MAP

1 inch = 100 feet

ZC-055-2024
 COUNCIL DISTRICT 4
 3417 WEST FIESTA LOOP

APPLICATION FC 69
 R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
 C.U.P. FOR DAYCARE



5102
B: 1
L: 1A

5110
B: 1
L: 2A

5300
B:
L: UNPLATTED

US-HIGHWAY-59-150'

WEST-FIESTA-LOOP-50'

EAST-FIESTA-LOOP-50'

3418
B: 3
L: 1

3417
B: 2
L: 9

3418
B: 2
L: 1

3414
B: 3
L: 2

3413
B: 2
L: 10

3414
B: 2
L: 2

3410
B: 3
L: 3

3409
B: 2
L: 11

3410
B: 2
L: 3

3406
B: 3
L: 4

3405
B: 2
L: 12

3406
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L: 4

3402
B: 3
L: 5

3401
B: 2
L: 13

3402
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L: 5

3322
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L: 6

3321
B: 2
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3320
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3318
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3317
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3318
B: 2
L: 7

3417
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L: 1

3413
B: 1
L: 2

3409
B: 1
L: 3

3405
B: 1
L: 4

3401
B: 1
L: 5

3321
B: 1
L: 6

3317
B: 1
L: 7

B:
L:
UNPLATTED

5415
B: 1
L: 1

4

5101
B: 4
L: 1A

5103
B: 4
L: 1B

3

1

1



UNPLATTED

SURVEY MAP

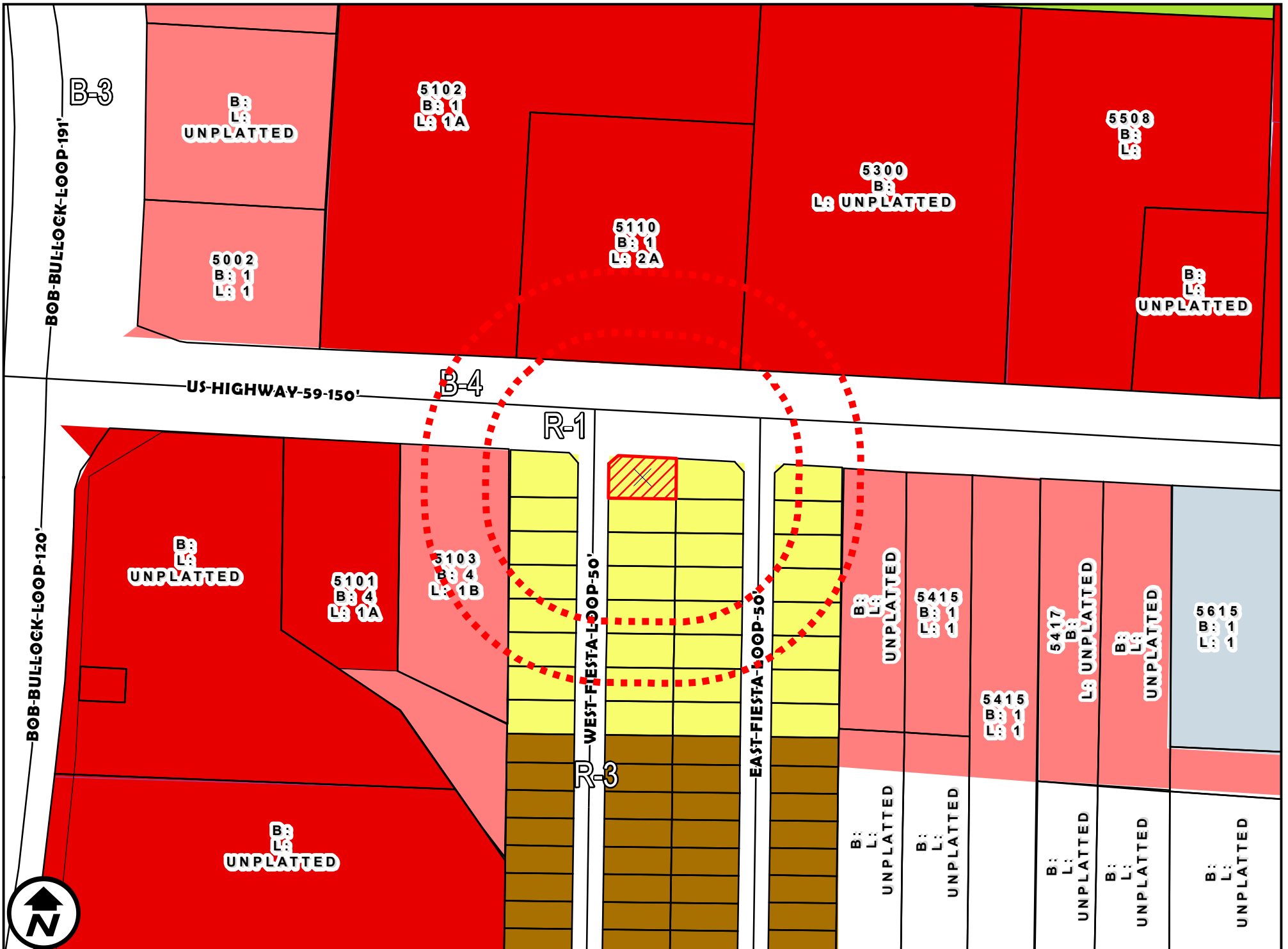
1 inch = 100 feet

ZC-055-2024

COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION FC-70

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T-1
C.U.P. FOR DAYCARE



ZONING OVERVIEW

1 inch = 200 feet

ZC-055-2024
 COUNCIL DISTRICT 4
 3417 WEST FIESTA LOOP

APPLICATION FC-71
 R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T-1
 C.U.P. FOR DAYCARE

5102
B: 1
L: 1A

5110
B: 1
L: 2A

5300
B:
L: UNPLATTED
Mixed-Use
Center

US HIGHWAY 59 150' FREEWAY

Low Density
Residential

3417
B: 2
L: 9

3418
B: 2
L: 1

3414
B: 3
L: 2

3413
B: 2
L: 10

3414
B: 2
L: 2

3410
B: 3
L: 3

3409
B: 2
L: 11

3410
B: 2
L: 3

3406
B: 3
L: 4

3405
B: 2
L: 12

3406
B: 2
L: 4

3402
B: 3
L: 5

3401
B: 2
L: 13

3402
B: 2
L: 5

3322
B: 3
L: 6

3321
B: 2
L: 14

3320
B: 2
L: 6

3318
B: 3
L: 7

3317
B: 2
L: 15

3318
B: 2
L: 7

3417
B: 1
L: 1

3413
B: 1
L: 2

3409
B: 1
L: 3

3405
B: 1
L: 4

3401
B: 1
L: 5

3321
B: 1
L: 6

3317
B: 1
L: 7

B:
L:
UNPLATTED

5415
B: 1
L: 1

Neighborhood
Mixed-Use

5101
B: 4
L: 1A

5103
B: 4
L: 1B

WEST FIESTA LOOP-50'

EAST FIESTA LOOP-50'



FUTURE LAND USE

1 inch = 100 feet

ZC-055-2024

COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION FC-72

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. FOR DAYCARE

5102
B: 1
L: 1A

5110
B: 1
L: 2A

5300
B:
L: UNPLATTED

US-HIGHWAY-59-150'

5101
B: 4
L: 1A

4

5103
B: 4
L: 1B

3418
B: 3
L: 1

3414
B: 3
L: 2

3410
B: 3
L: 3

3406
B: 3
L: 4

3402
B: 3
L: 5

3

3322
B: 3
L: 6

3318
B: 3
L: 7

WEST-FIESTA-LOOP-50'

3417
B: 2
L: 9

3413
B: 2
L: 10

3409
B: 2
L: 11

3405
B: 2
L: 12

3401
B: 2
L: 13

3321
B: 2
L: 14

3317
B: 2
L: 15

3418
B: 2
L: 1

3414
B: 2
L: 2

3410
B: 2
L: 3

3406
B: 2
L: 4

3402
B: 2
L: 5

3320
B: 2
L: 6

3318
B: 2
L: 7

EAST-FIESTA-LOOP-50'

3417
B: 1
L: 1

3413
B: 1
L: 2

3409
B: 1
L: 3

3405
B: 1
L: 4

3401
B: 1
L: 5

3321
B: 1
L: 6

3317
B: 1
L: 7

1

B:
L:
UNPLATTED

5415
B: 1
L: 1

1



UNPLATTED
200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-055-2024

COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION FC-73

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T-1
C.U.P. FOR DAYCARE

AMAZING KIDS LEARNING CENTER

(956) 436-2515

3417 WEST FIESTA LOOP

LAREDO, TEXAS 78043

To whom it may concern

I am writing to request permission to operate a daycare at 3417 West Fiesta Loop, Laredo, Texas 78043. This property has been functioning as a daycare from 2007 until its purchase on May 24, 2024. We plan to continue providing daycare services at this location.

Our proposed hours of operation are Monday to Friday from 7 AM to 7 PM. The daycare will employ five staff members and accommodate 41 children, pending approval of the total occupancy and Texas Child Care Licensing. The previous daycare at this location had 42 children and five teachers.

I respectfully request your authorization to continue offering daycare services, ensuring the well-being and development of the youngest members of our community, who represent the future of our beautiful city.



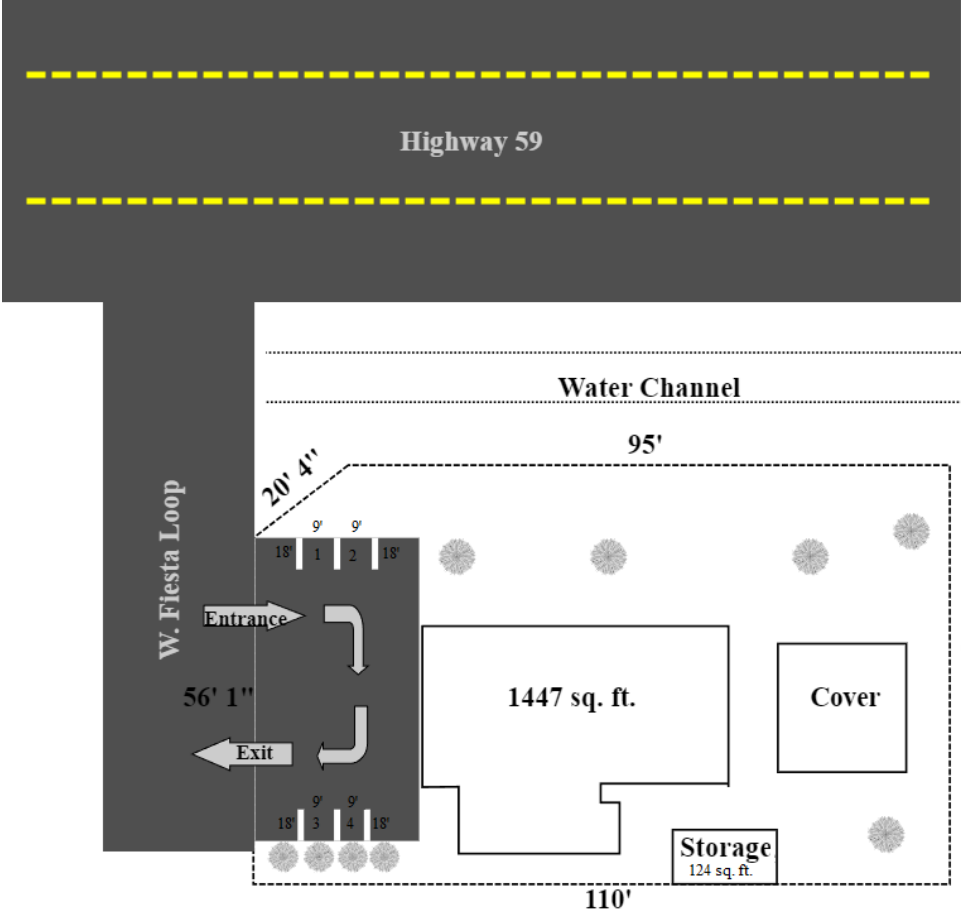
Edilberto Ramirez

06/20/2024





Date:

(956) 640-7581

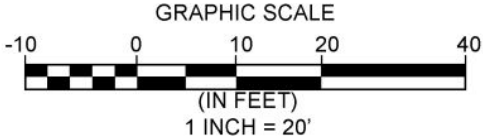
Exhibit B



LEGEND

-  Tree
-  Water Channel
-  Property Line
-  4 Parking Spaces

Property Line



Address: 3417 W. Fiesta Loop
 Legal Description:
 Lot: 2
 Block: 2
 Subdivision Name: Towne East Subdivision Phase I

ORDINANCE NO. 2006-O-310

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE ON LOT 9, BLOCK 2, TOWN EAST SUBDIVISION PHASE I, LOCATED AT 3417 WEST FIESTA LOOP; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; 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 October 19, 2006; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional 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 November 20, 2006, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional 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 the issuance of a Conditional Use Permit for child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop.

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

1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.
2. The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.

3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven foot opaque fence shall be erected adjacent to the residential uses.

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. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.


2. Procedures

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

- A. A Zoning Officer shall, upon discovery of conditional 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 Conditional 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 Conditional 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 Conditional 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 Conditional 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
4th DAY OF December, 2006.


RAUL G. SALINAS
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY


BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY



GLORIA'S DAYCARE
"RAISING PROUD KIDS"
Licensed Child-Care Home

- Educational Activities
- Certified caregivers
- CPR-First Aid
- Nutritional Meals
- CCMS Accepted
- Family Environment

Elsa Gloria Cantu
Owner / Director

3201 E. Fiesta Loop
Laredo, Texas. 78043

Ph. & Fax. (956) 725-1316
Cell. (956) 286-1552

September 27, 2006

To Whom It May Concern:

This letter is to inform you about our services in our child-care home. Actually, we are taking care of 12 children in our home starting from 0 months to 13 years old.

As a licensed daycare, we comply with all minimum standard rules. We are providers for the Southwest Human Development Services(Child and Adult Care Food Program), serving hot home-made meals for the children, and for the Child Care Services program. Our schedule is from 7:00am to 6:00pm.

It is my intention, as an owner/director of this child daycare, to open a more spacious and comfortable environment for children in a new location. I am planning to receive approximately 25-30 children and employ at least 3 caregivers.

For this reason, I am asking your permission to make a change in this location, 3417 W. Fiesta Loop, to start Gloria's Daycare complying with all City of Laredo requirements.

Sincerely,

Elsa Gloria Cantu
Elsa Gloria Cantu
Owner/Director

Exhibit "A"

U.S. HWY 59 (150' R.O.W.)

NORTH
SC = 1" = 20'

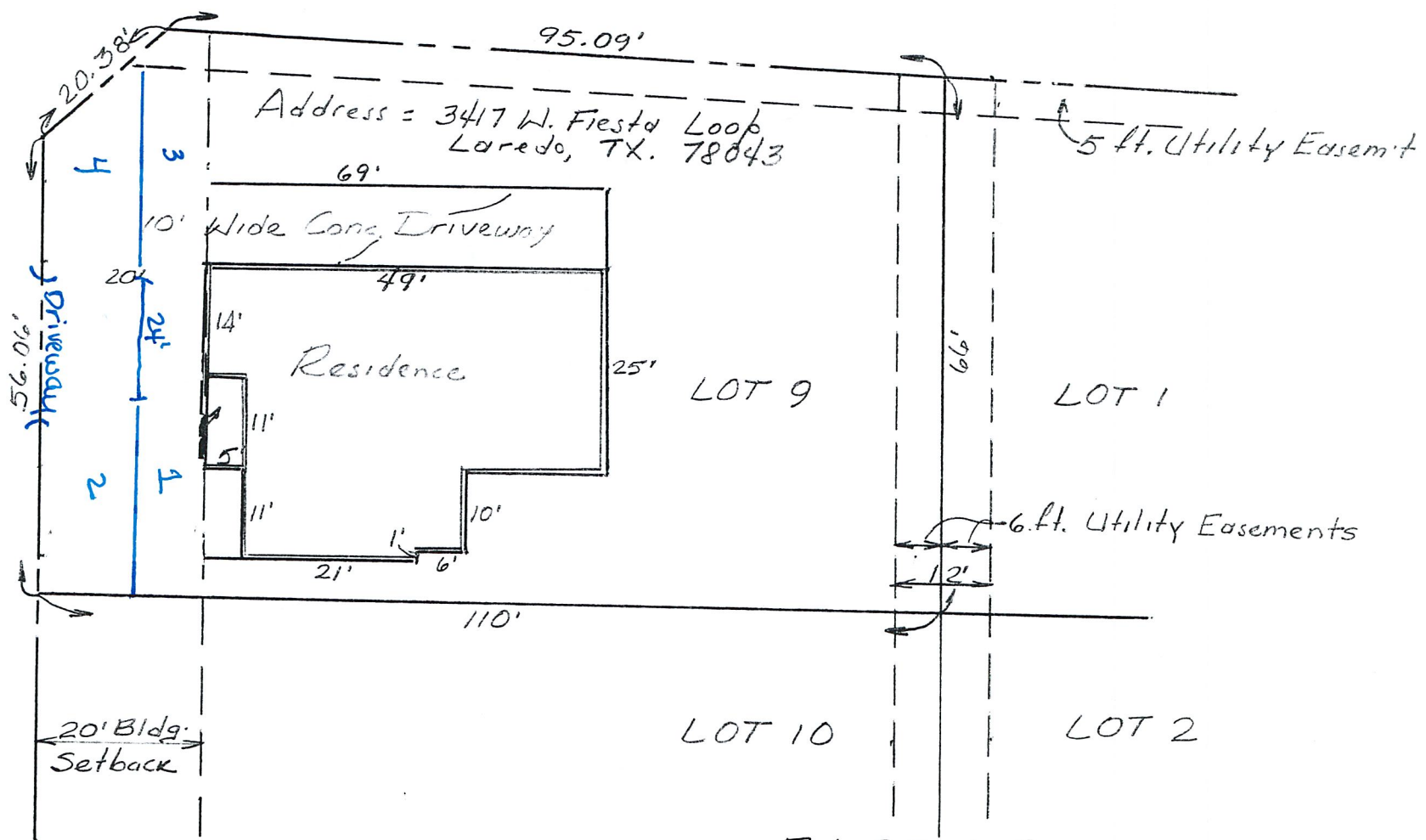
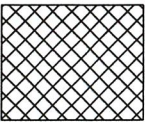


Exhibit "B"
WEST FIESTA LOOP
(50' R.O.W.)

BLOCK 2
TOWN EAST SUBDIVISION

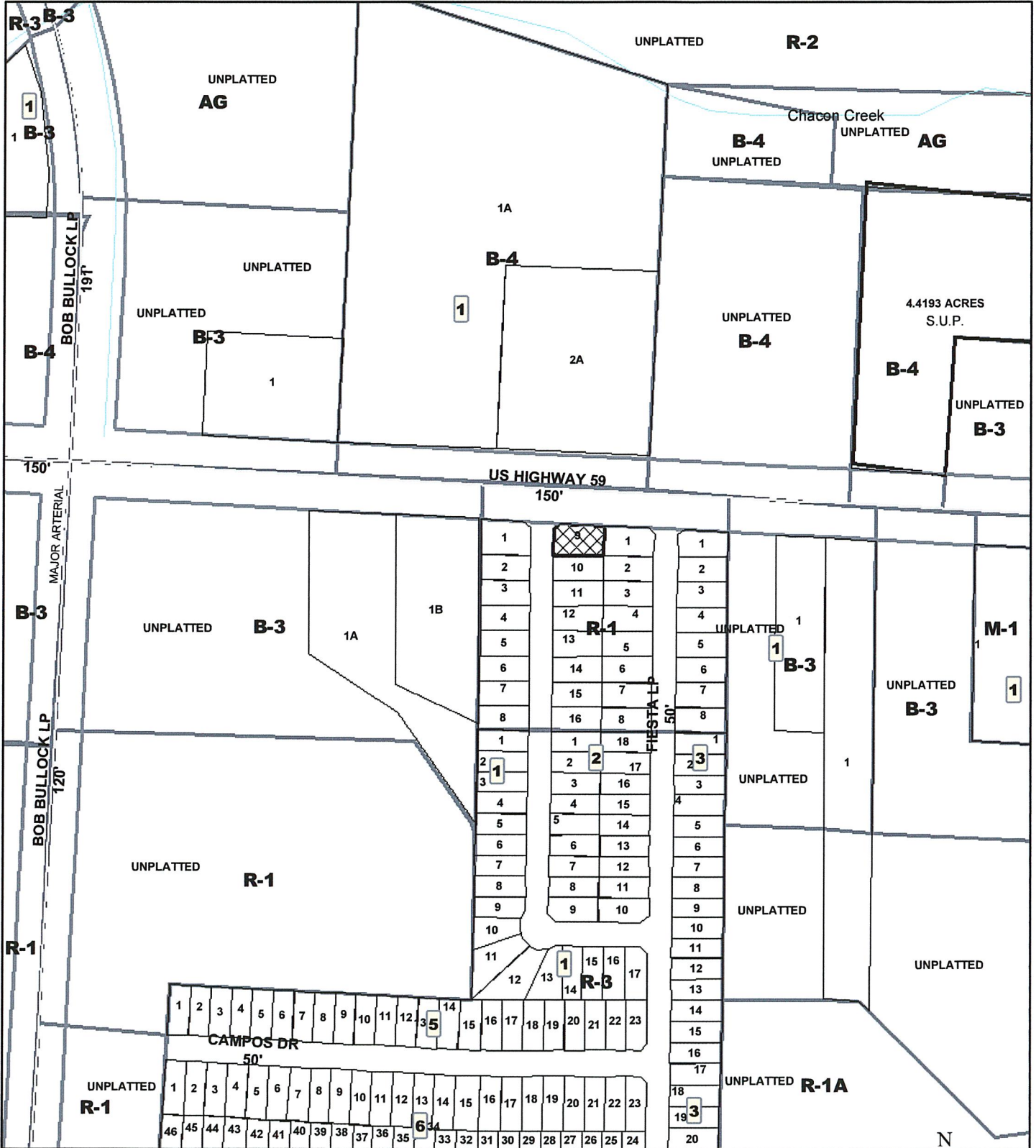


Request for C.U.P. (Conditional Use Permit)

City of Laredo
Planning & Zoning

Location: 3417 W Fiesta Lp

ZC-101-2006



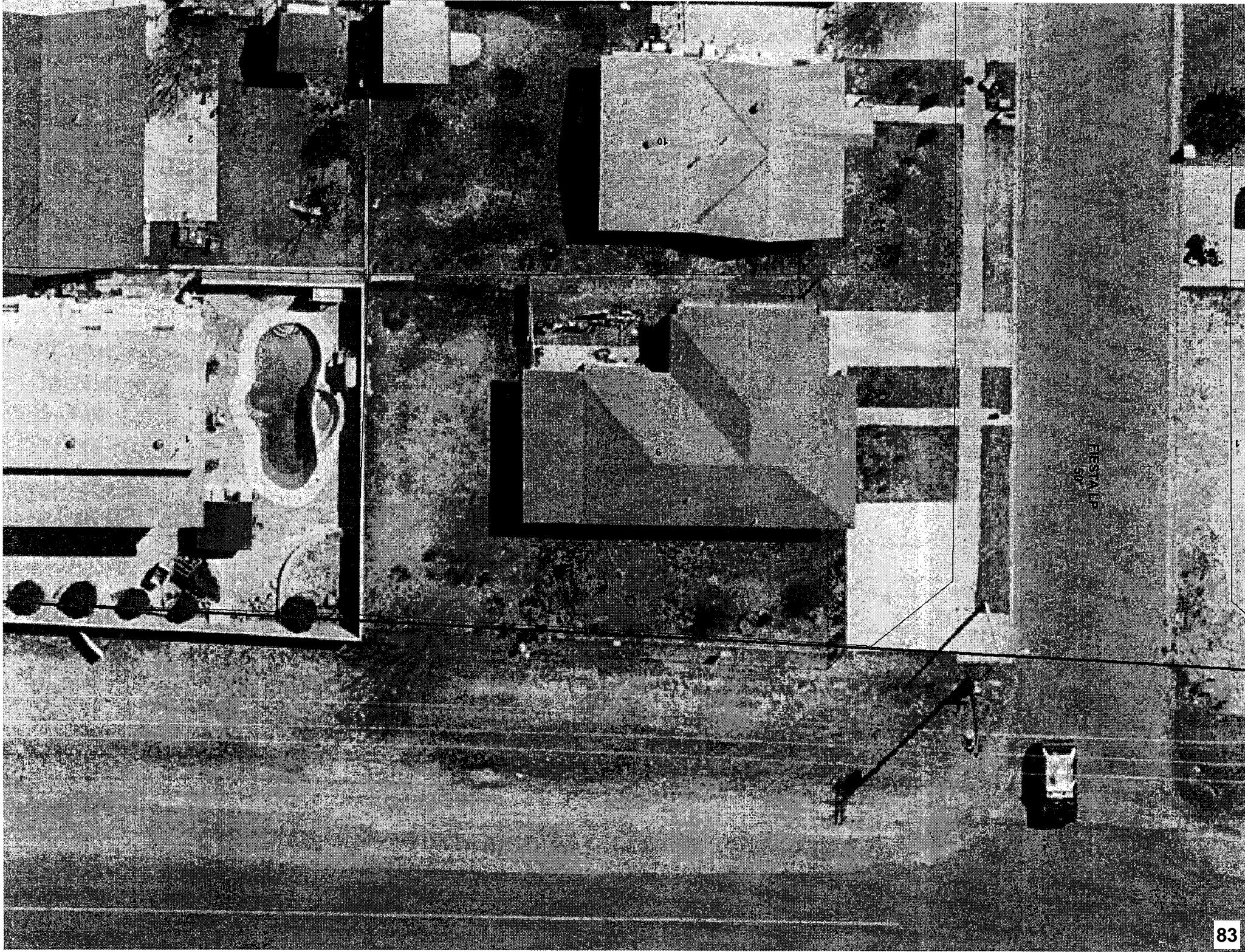
ZONE DISTRICTS

- Zone Districts
- Overlays
- PROPOSED REZONE



1 inch equals 300 feet





COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-310 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; providing for publication and effective date. ZC-101-2006</p>
<p>Initiated by: Elsa Gloria Cantu</p>	<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: This item was introduced by Hector J. Garcia at the City Council Meeting of 11/20/06.</p>	
<p>BACKGROUND</p> <p>Council District: II – Hector J. Garcia</p> <p>Proposed use: Child daycare</p> <p>Site: The site is currently a single-family residence.</p> <p>Surrounding land uses: The surrounding uses to the north include the Casa Blanca Ballroom, Texas Auto Wholesale, Jack in the Box and Shell gas station. To the south are single-family residences, vacant lots and manufactured homes. To the west are single-family residences, vacant lots, Aluminum Lamp & Patio Furniture and Laredo Iron Imports. To the east are single-family residences, Income Tax/Notary and another commercial establishment.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify West Fiesta Loop.</p> <p>Letters sent to surrounding property owners: 23 In Favor: 1 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>Staff supports the issuance of the proposed Conditional Use Permit at this location. A child daycare, requires a B-1 designation, rather than the current R-1 zoning district. While a B-1 designation is unwarranted at this location, conditional use status is appropriate as the proposed use “will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed as allowable in the underlying zoning districts.” Staff recommends the following conditions:</p> <ol style="list-style-type: none"> 1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable. 2. The Conditional Use Permit is restricted to the letter, Exhibit “A”, which is made part hereof for all purposes. 3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes. 4. The site shall comply with all parking requirements of the Laredo Land Development Code. 5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code. 6. A seven foot opaque fence shall be erected adjacent to the residential uses. 	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the conditional use permit.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed conditional use permit.</p>



ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2006-O-310, WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE ON LOT 9, BLOCK 2, TOWNE EAST SUBDIVISION, PHASE 1, LOCATED AT 3417 WEST FIESTA LOOP, IN ORDER TO REMOVE ELSA GLORIA CANTU AS THE PARTY WHOM THE PERMIT IS ISSUED; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received to amend the Executed Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued; 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, 2024; and,

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

WHEREAS, notice of the Conditional Use Permit Amendment 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, 2024 on the request and finds the Conditional Use Permit Amendment 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 amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

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

1. ~~The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.~~
2. The Conditional Use Permit is restricted to the letter, Exhibit “A”, which is made part hereof for all purposes. The hours of operation shall be limited to, Monday to Friday, 7:00 A.M. to 7:00 P.M.
3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven-foot opaque fence shall be erected adjacent to the residential uses. 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. All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion thereof.
8. Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.
9. The establishment shall be kept in a sanitary condition.
10. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Signage shall be consistent with the City’s Sign Ordinance.
12. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
13. 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.
14. 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.
15. The proposed use shall undergo an annual Fire Inspection.
16. 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.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations 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 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: 8/19/2024

Public Hearing & Introductory Ordinance 4.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

The Planning and Zoning Commission recommended approval of the proposed special use permit, and staff supports the application.

ZC-056-2024
District VII

Council District: District 7 **Zone Case:** ZC-056-2024

Letters sent to property owners: 23

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

The Planning and Zoning Commission in an 6 to 0 vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council- Regular Meeting

Meeting Date: 08/19/2024

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

Initiated By: Quail Creek Storage, LLC, Owner; Marti Hodapp, 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 amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit amendment, and staff **supports** the application.

ZC-056-2024

District VII

PREVIOUS COUNCIL ACTION

On December 3, 2012, the City Council made a motion to approve a special use permit for mini-storage (Ordinance 2012-O-198).

BACKGROUND

Council District: VII - Cm. Vanessa Perez

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

Proposed use: The proposed use is mini-storages (Storage Star).

Site: The site is currently occupied by Storage Star (mini storages).

Surrounding land uses: To the north of the site are single-family residential uses, Church's Chicken, Wendy's, Family Dollar, Laredo Preschool, and Rancho Viejo Drive. To the east of the site is McDonald's Restaurant, Burger King Restaurant, Tejano Mart Convenience Store/Gas, Royal Car Wash, FM 1472 (Mines Road). To the south of the site is Quail Creek Road, IBC Bank, vacant undeveloped land, and O'Reilly Auto Parts. To the west of the site is Johnson's Day Care & Learning Center #3, a taquito kiosk (take out restaurant), a drainage easement, single-family residential uses, Kazen Elementary School, Albany Drive, and Quail Creek Apartments.

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 does not identify Quail Creek Road.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 6 to 0 vote recommended **approval** of the proposed special use permit amendment.

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 mini-storages/warehouse located in B-1 or B-3 districts. The property is in a B-3 (Community Business District) zoning district

Staff **supports** the proposed conditional use permit for the following reasons:

1. The site meets the minimum distance requirement of 350 feet from a Major Arterial as identified in the Transportation element of the Comprehensive Plan.
 - The distance to the nearest roadway is approximately 570 feet. The nearest roadway is FM 1472, which is identified as an Expressway.
2. The proposed use is appropriate at this location.

If approved, Staff suggests the following conditions:

- ~~1. The Special Use Permit is issued to Hurd Land Development Company, 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. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. ~~Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.~~ Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9(b)3. Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24.83, "Trees and Shrubs," of the Laredo Land Development Code.
7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses. Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted
10. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Signage shall be consistent with the City's Sign Ordinance.
12. Off-street parking shall be provided in accordance with the City of Laredo Land

Development Code.

13. The business 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 business 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 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.

Staff **supports** the application.

Is this change contrary to the established land use pattern?

No. There are other commercial uses within the vicinity, such as the convenience and restaurants

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 is not anticipated to negatively impact 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 mini-storages/warehouse as intended by the applicant

Attachments

Maps

Narrative

Site Plan

Zone Change Signage

Draft Ordinance



AERIAL MAP

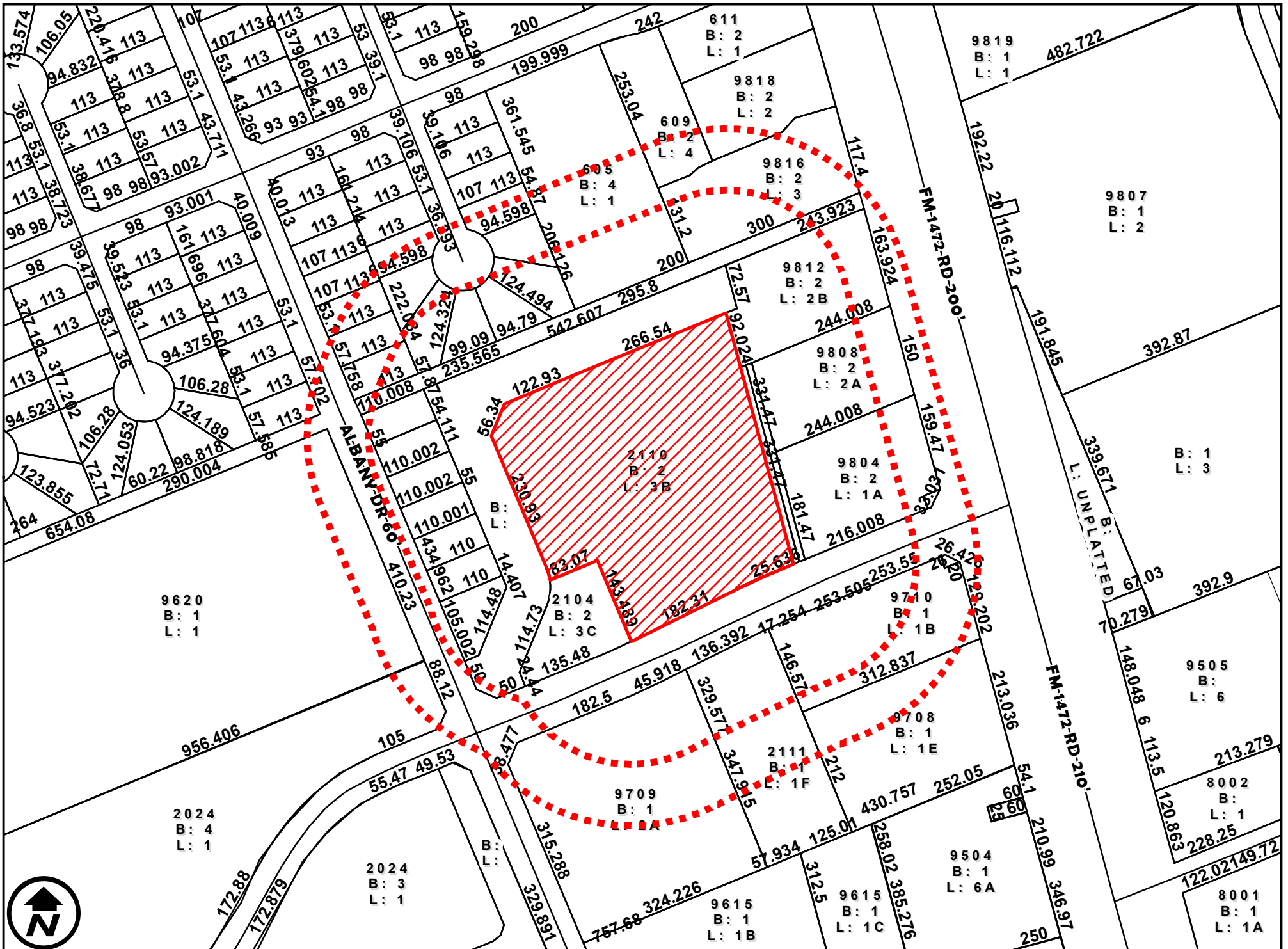
1 inch = 200 feet

ZC-056-2024

COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION FC 94

B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR MINI STORAGES / WAREHOUSE



DIMENSIONS MAP

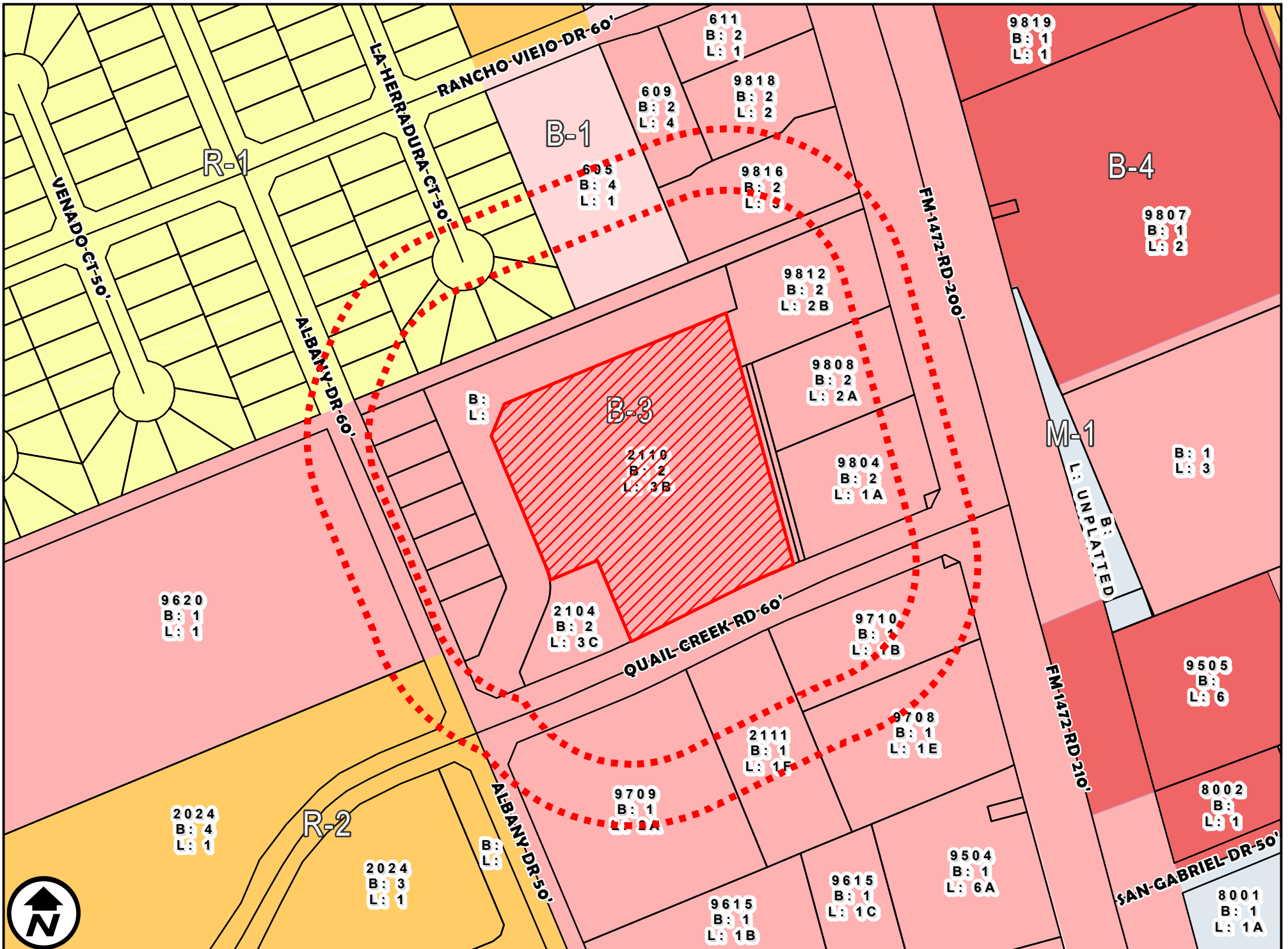
ZC-056-2024

APPLICATION FC 95

1 inch = 200 feet

COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR MINI STORAGES / WAREHOUSE



ZONING MAP

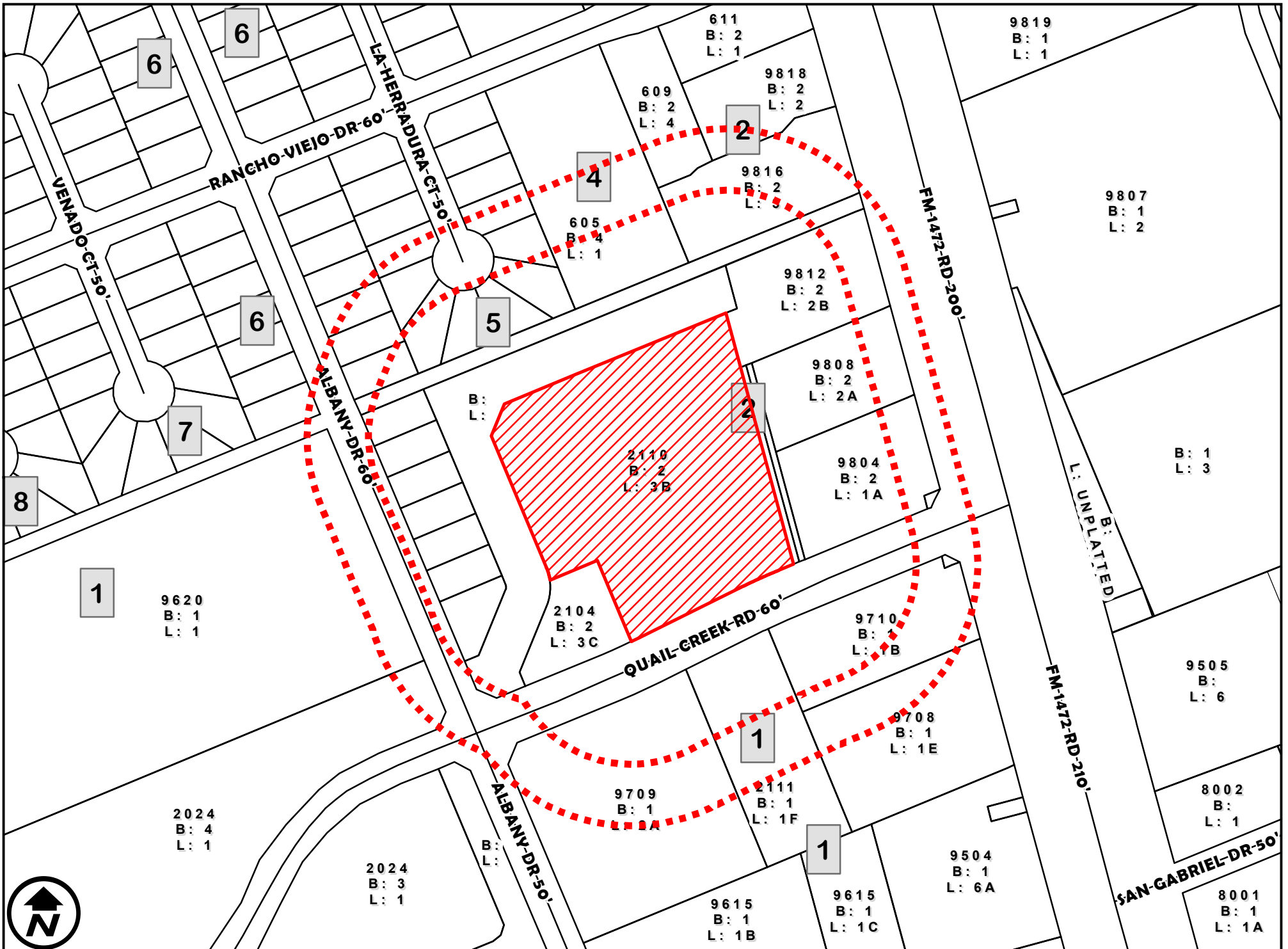
1 inch = 200 feet

ZC-056-2024

COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION FC 96

B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR MINI STORAGES / WAREHOUSE

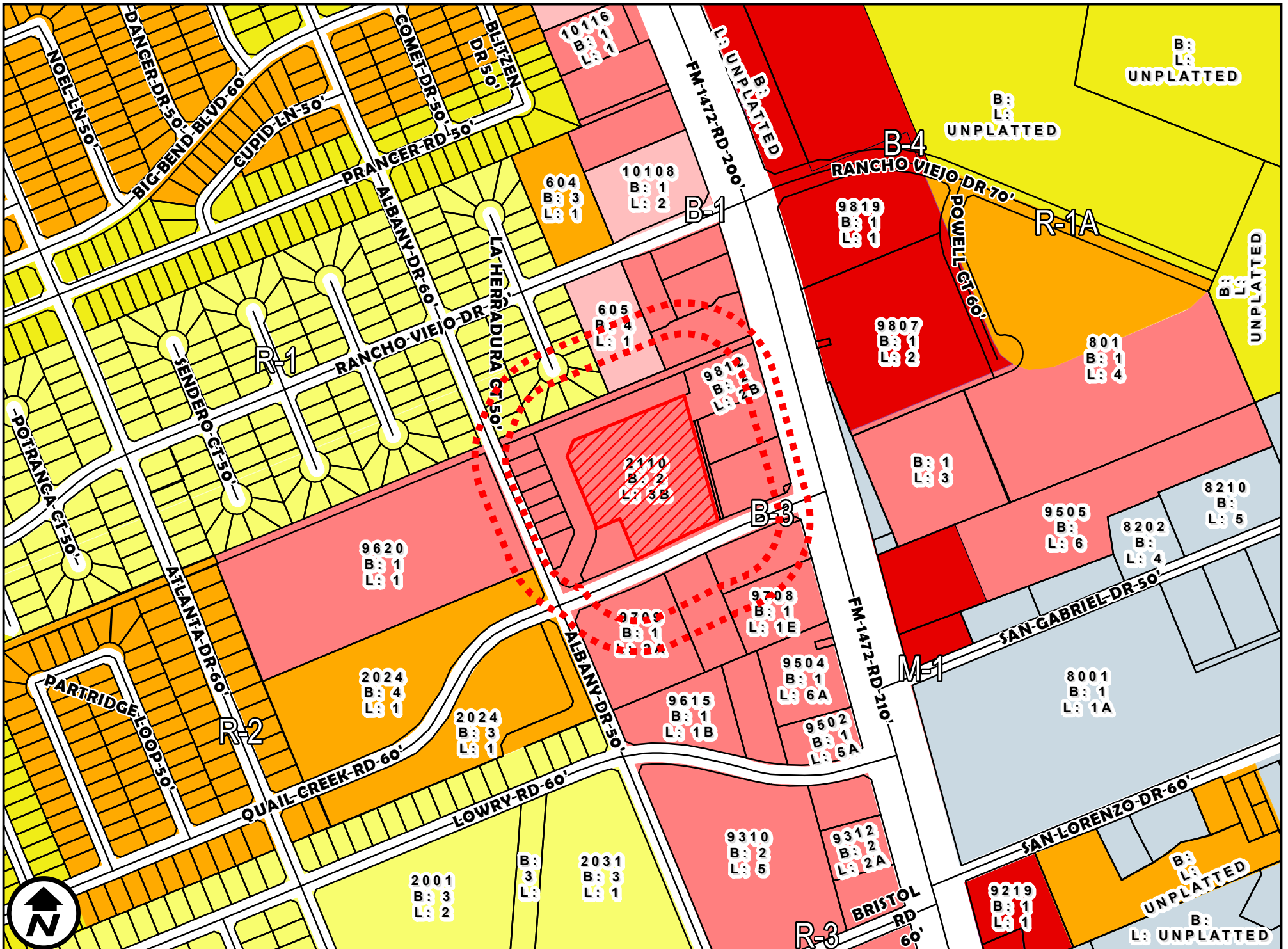


SURVEY MAP

1 inch = 200 feet

ZC-056-2024
 COUNCIL DISTRICT 7
 2110 QUAIL CREEK ROAD

APPLICATION FC 97
 B-3 (COMMUNITY BUSINESS DISTRICT) T
 S.U.P. FOR MINI STORAGES / WAREHOUSE

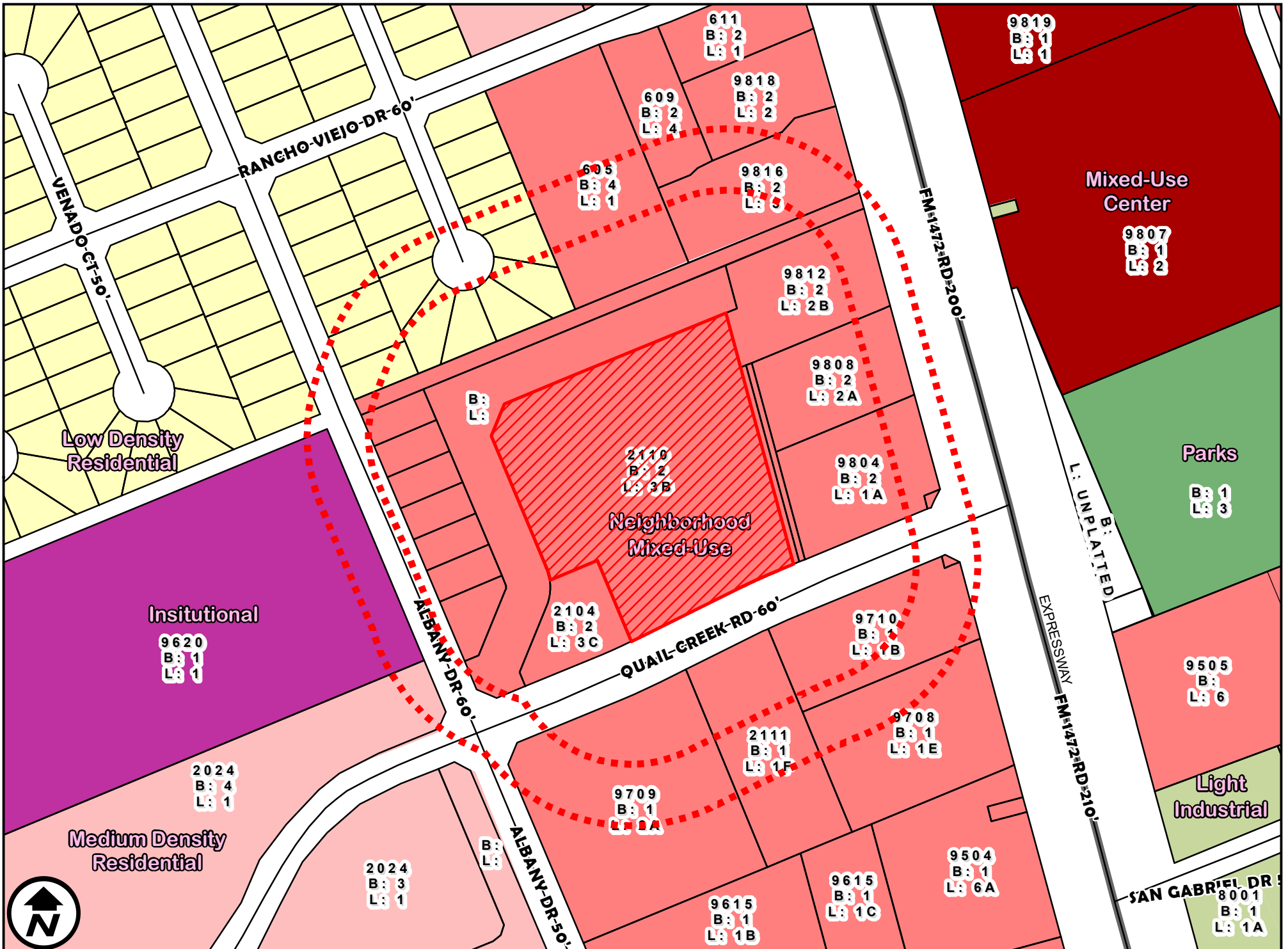


ZONING OVERVIEW

1 inch = 400 feet

ZC-056-2024
 COUNCIL DISTRICT 7
 2110 QUAIL CREEK ROAD

APPLICATION FC 98
 B-3 (COMMUNITY BUSINESS DISTRICT) T
 S.U.P. FOR MINI STORAGES / WAREHOUSE

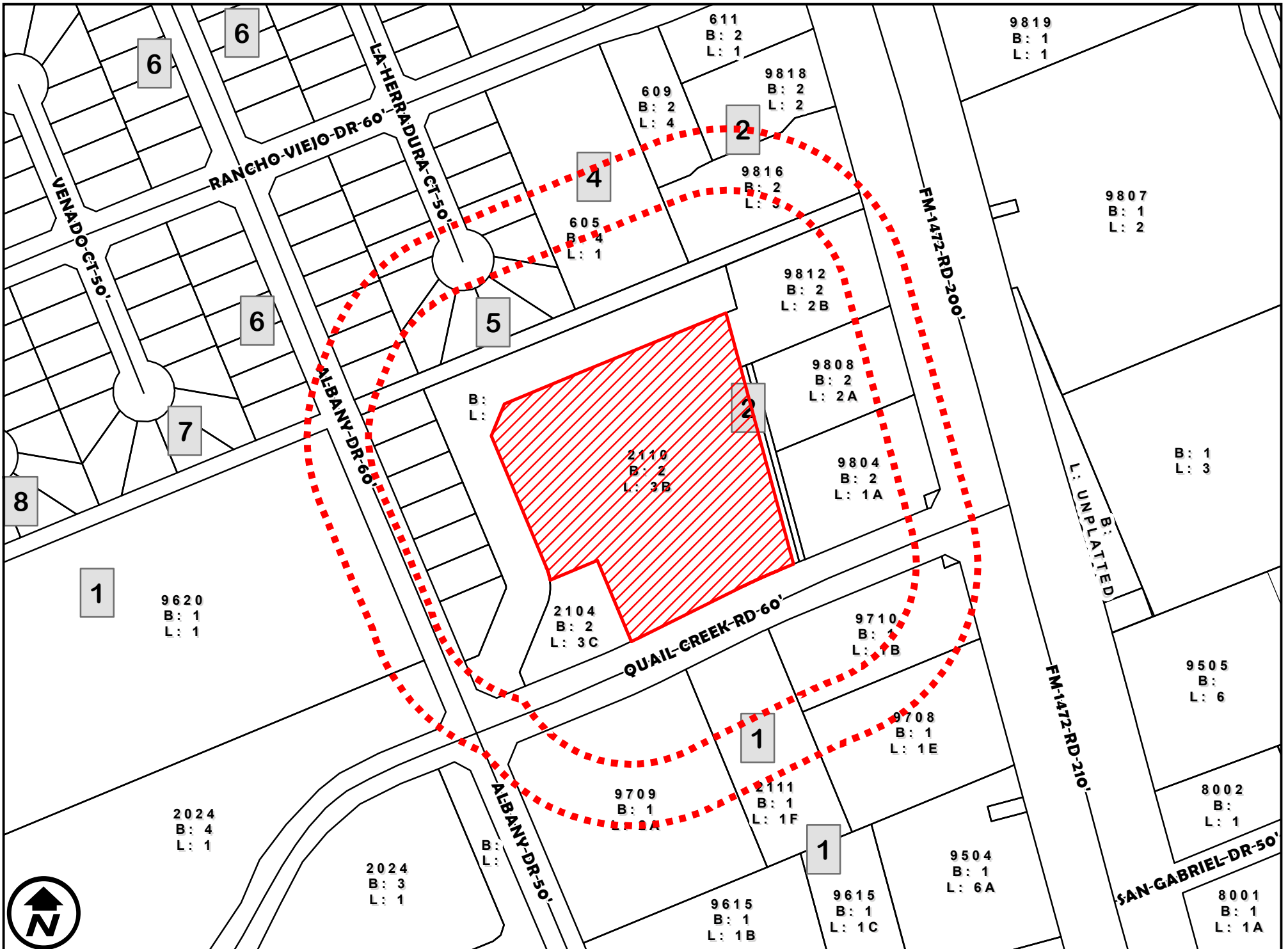


FUTURE LANDUSE

1 inch = 200 feet

ZC-056-2024
 COUNCIL DISTRICT 7
 2110 QUAIL CREEK ROAD

APPLICATION FC 99
 B-3 (COMMUNITY BUSINESS DISTRICT) T
 S.U.P. FOR MINI STORAGES / WAREHOUSE



200' AND 300' NOTIFICATION

ZC-056-2024

APPLICATION F 100

1 inch = 200 feet

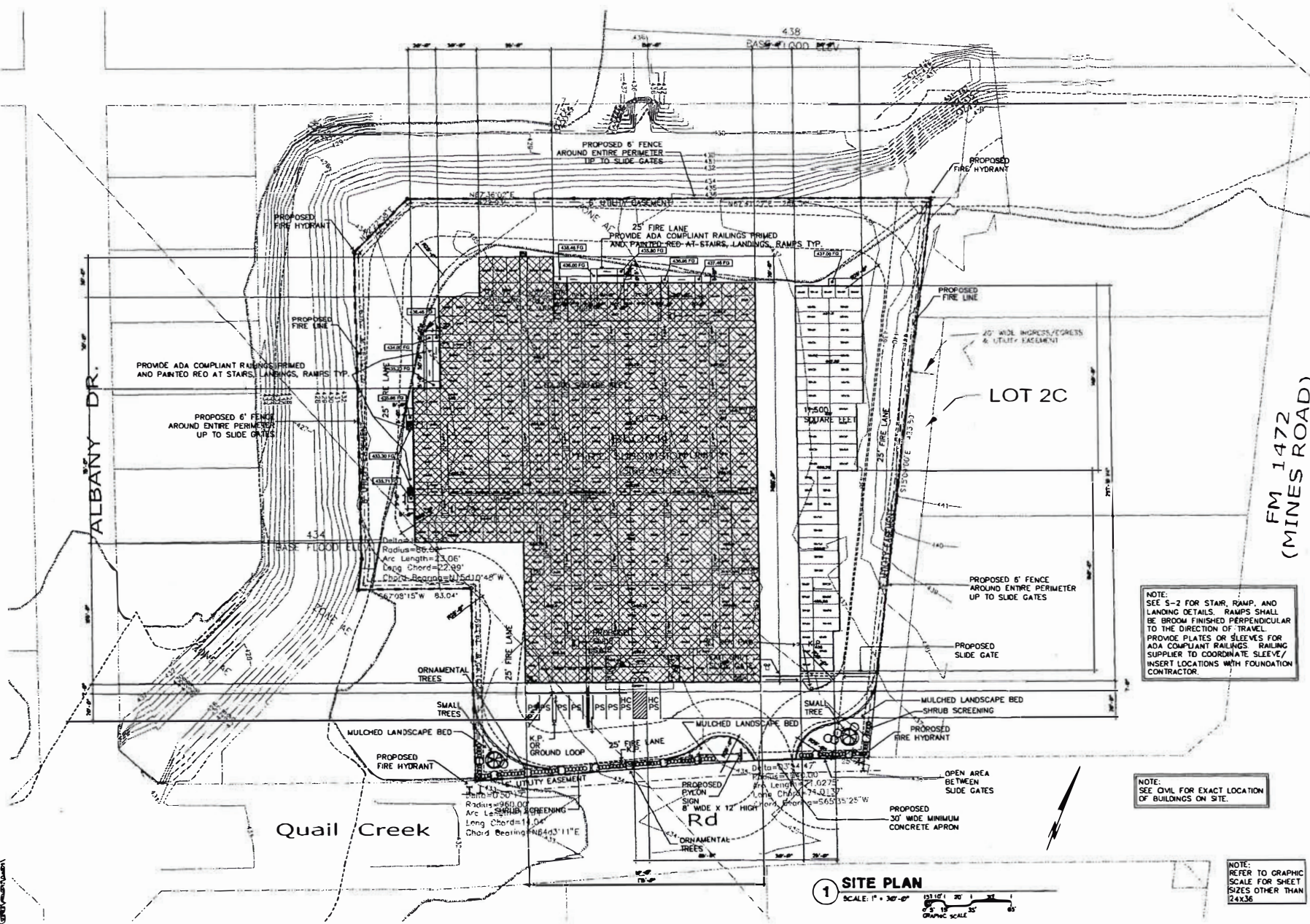
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

B-3 (COMMUNITY BUSINESS DISTRICT) S.U.P. FOR MINI STORAGES / WAREHOUSE

Narrative

1. Office square footage is 950 ft (Office, restrooms, Maintenance room & break room included).
2. Hours of Operation (Access hours **6am-9 pm**)
3. Office hours M-F 9:30 am-6pm Saturday & Sunday 9 AM- 4 PM (some holiday's closed)
4. 2 Building + 76 Portable units
5. Total unit 521
6. Climate Control unit 281
7. Two Full time Employees
8. Office opens 7 days a week

Exhibit A

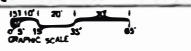


NOTE:
SEE 5-2 FOR STAIR, RAMP, AND LANDING DETAILS. RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. PROVIDE PLATES OR SLEEVES FOR ADA COMPLIANT RAILINGS. RAILING SUPPLIER TO COORDINATE SLEEVE/INSERT LOCATIONS WITH FOUNDATION CONTRACTOR.

NOTE:
SEE CIVIL FOR EXACT LOCATION OF BUILDINGS ON SITE.

NOTE:
REFER TO GRAPHIC SCALE FOR SHEET SIZES OTHER THAN 24X36

1 SITE PLAN
SCALE: 1" = 30'-0"



STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78045

FM 1472
(MINES ROAD)



JOB NO.

DATE: 11/30/12

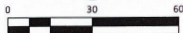
DESIGNED BY: JLM DRAWN BY: ALB

REVISIONS:

SHEET NUMBER

AS-1

OF SHEETS



GRAPHIC SCALE
1" = 30'

RECORD TITLE TO THE LAND
HURD URBAN DEVELOPMENT, LTD.

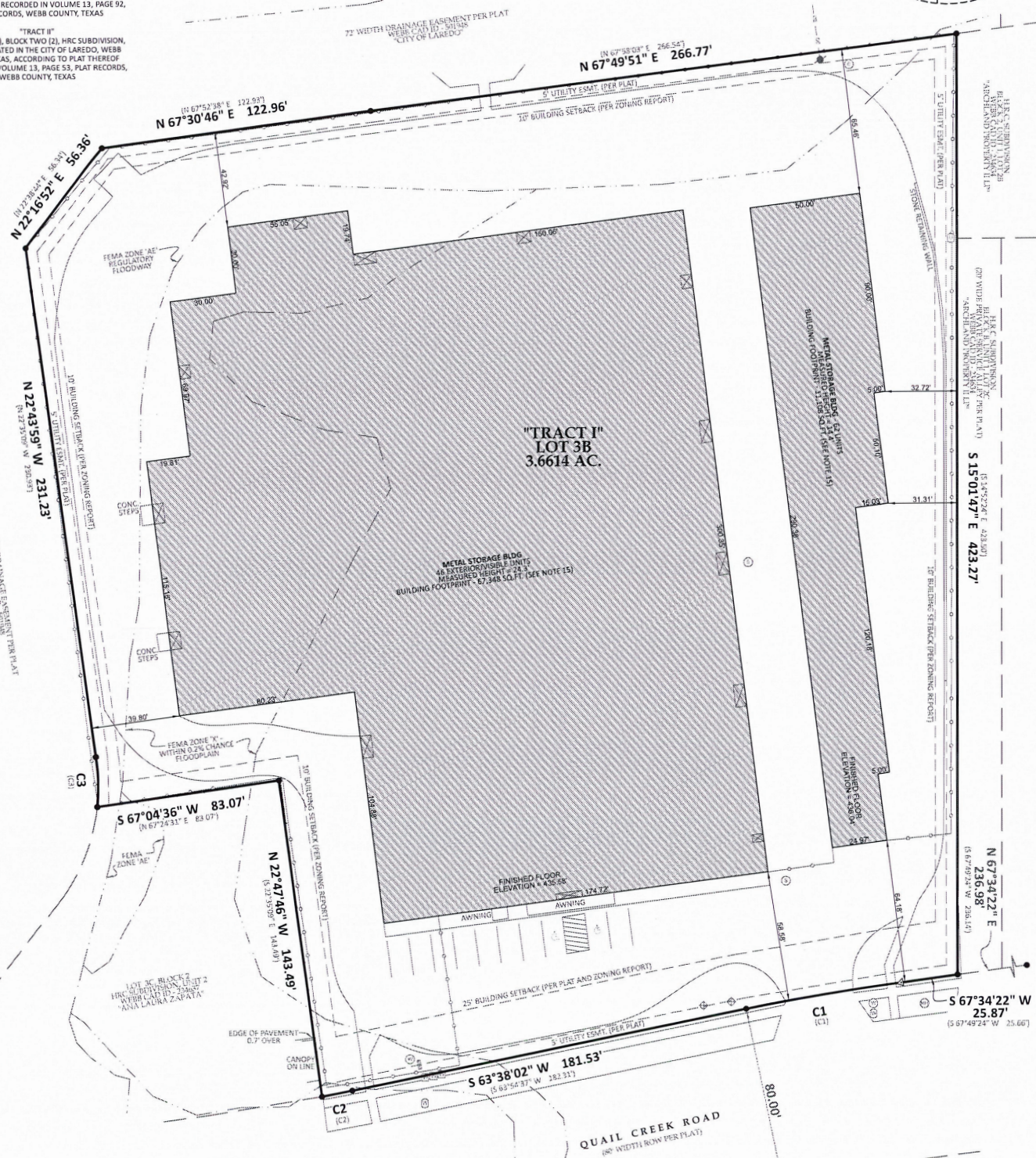
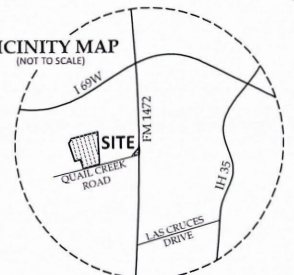
LEGAL DESCRIPTION
"TRACT I"

LOT THREE B (18), BLOCK TWO (2), HRC
SUBDIVISION, UNIT 2, SITUATED IN THE CITY OF
LAREDO, WEBB COUNTY, TEXAS, ACCORDING TO
PLAT THEREOF RECORDED IN VOLUME 13, PAGE 92,
PLAT RECORDS, WEBB COUNTY, TEXAS

"TRACT II"

LOT ONE B (18), BLOCK TWO (2), HRC SUBDIVISION,
UNIT 1, SITUATED IN THE CITY OF LAREDO, WEBB
COUNTY, TEXAS, ACCORDING TO PLAT THEREOF
RECORDED IN VOLUME 13, PAGE 53, PLAT RECORDS,
WEBB COUNTY, TEXAS

VICINITY MAP
(NOT TO SCALE)

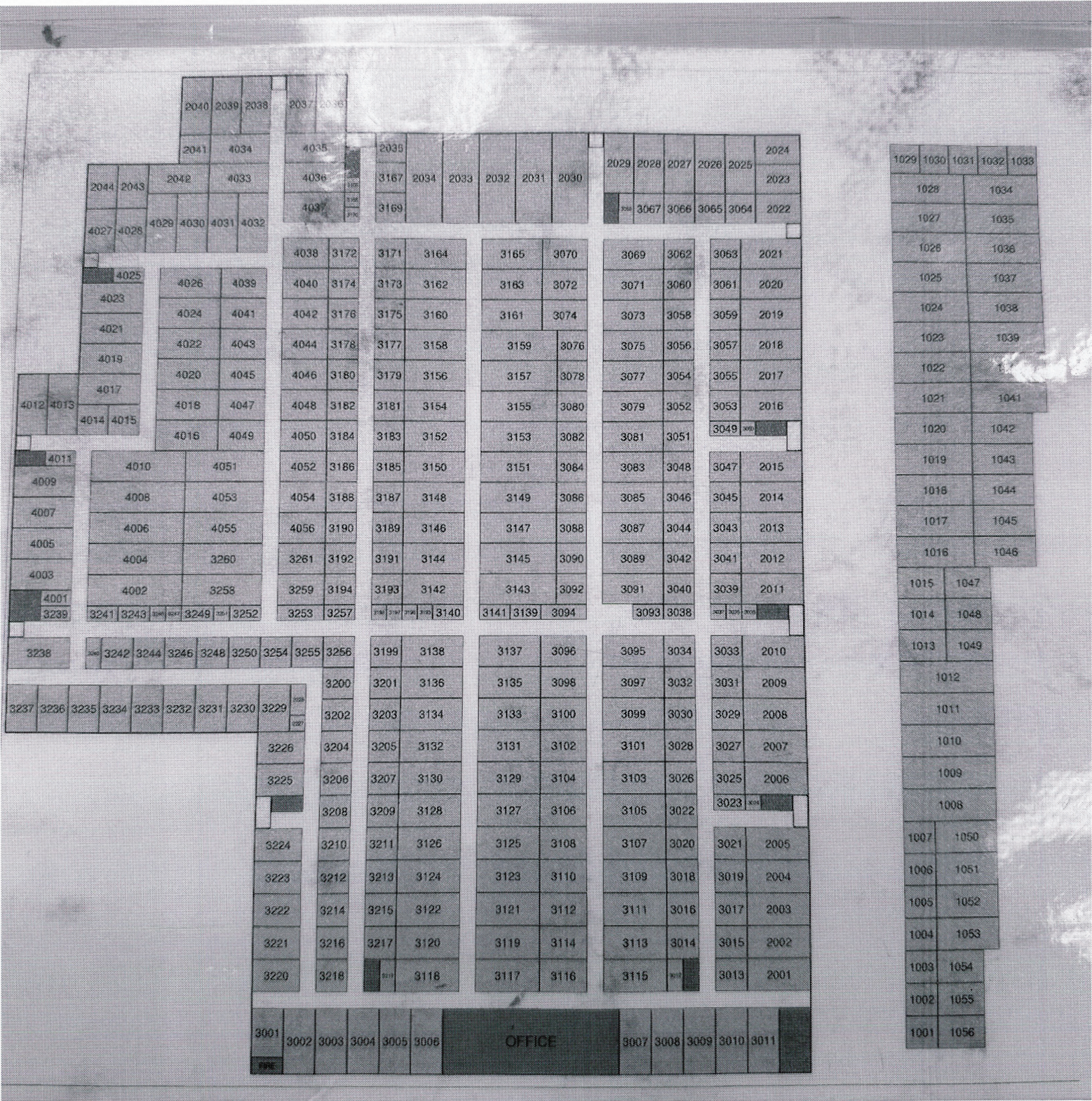


CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	71.02'	1040.00'	03°54'46"	S65°42'53\" W	71.01'
C1	71.03'	1040.00'	03°54'47"	S65°52'00\" W	71.01'
C2	14.03'	960.00'	00°50'15"	S64°06'06\" W	14.03'
C2	14.02'	960.00'	00°50'14"	N64°19'44\" E	14.03'
C3	22.57'	86.00'	15°02'19"	N16°34'57\" W	22.51'
C3	23.04'	86.00'	15°21'11"	N14°54'34\" W	22.98'

PROJECT NAME:	QUAIL CREEK ROAD STORAGE
CLIENT:	STORAGE STAR
JOB NUMBER:	2100122
SURVEY DATE:	MARCH 2, 2021
SURVEYOR:	WH
TECHNICIAN:	WHLH

**ALTA/NSPS LAND
TITLE SURVEY**
LOT 3B, BLOCK 2
HRC SUBDIVISION, UNIT 2 AND
LOT 1B, HRC SUBDIVISION, UNIT 1
WEBB COUNTY, TEXAS

**WHITECAP
SURVEY COMPANY**
WHITECAP SURVEY COMPANY, LLC
TBPLS FIRM NO. 10194424
PO BOX 1226
DRIPPING SPRINGS, TX 78620
(512) 898-0102
EMAIL: INFO@WHITECAPSURVEY.COM



CITY OF LAREDO ORDINANCE NO. 2012-O-198

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR MINI-STORAGE/WAREHOUSING ON THE REPLAT OF LOT 3B, BLOCK 2, H.R.C. SUBDIVISION 2, LOCATED AT 2110 QUAIL CREEK ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Replat Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road has requested a Special Use Permit for mini-storage/warehousing; 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 October 16, 2012; 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 November 19, 2012, 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 mini-storage/warehousing on Replat Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road.

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


1. The Special Use Permit is issued to Hurd Land and Development Company, 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. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9 (b) 3.
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.

7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted.

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 DECEMBER, 2012.



RAUL G. SALINAS
MAYOR

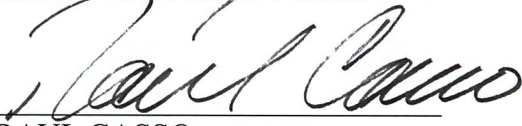
ATTEST:



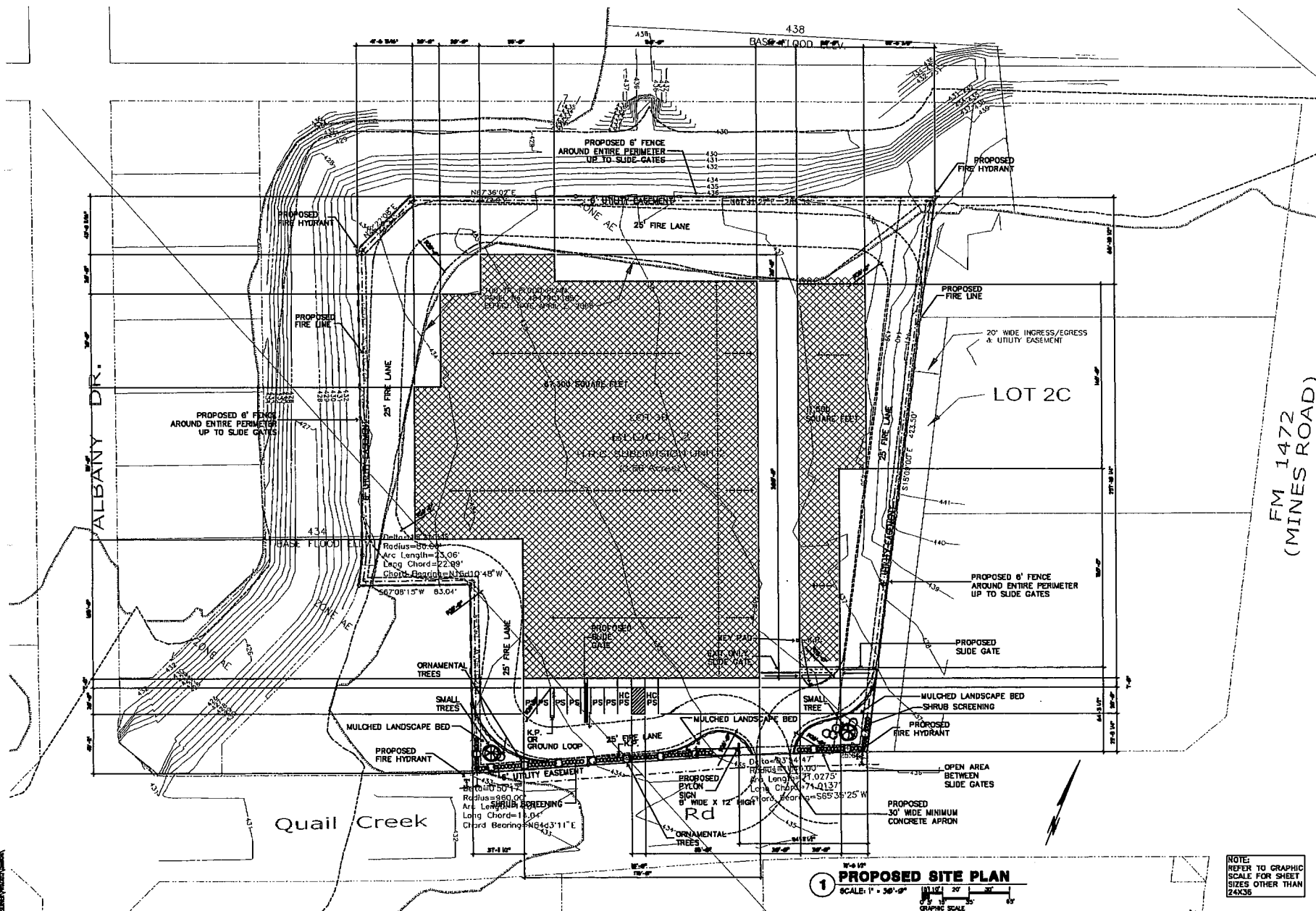
GUSTAVO GUEVARA, JR.
CITY SECRETARY



APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY



1 PROPOSED SITE PLAN
 SCALE: 1" = 30'-0"
 GRAPHIC SCALE

NOTE:
 REFER TO GRAPHIC
 SCALE FOR SHEET
 SIZES OTHER THAN
 24X36

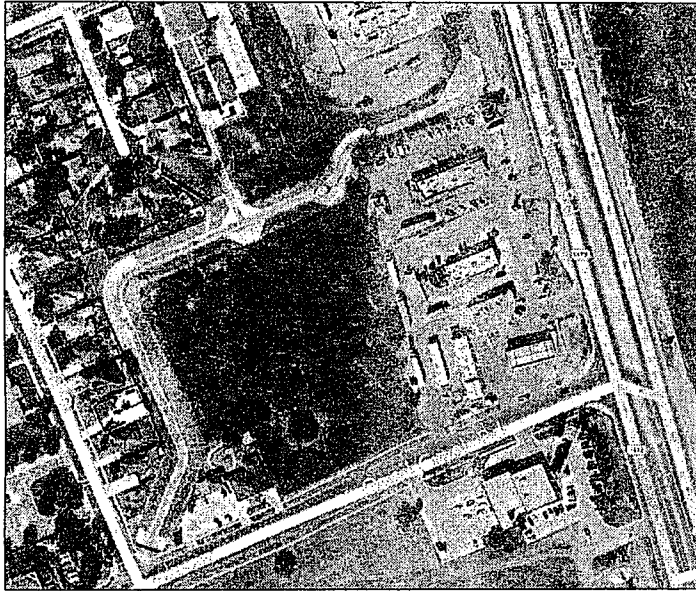
STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78045

FM 1472
 (MINES ROAD)

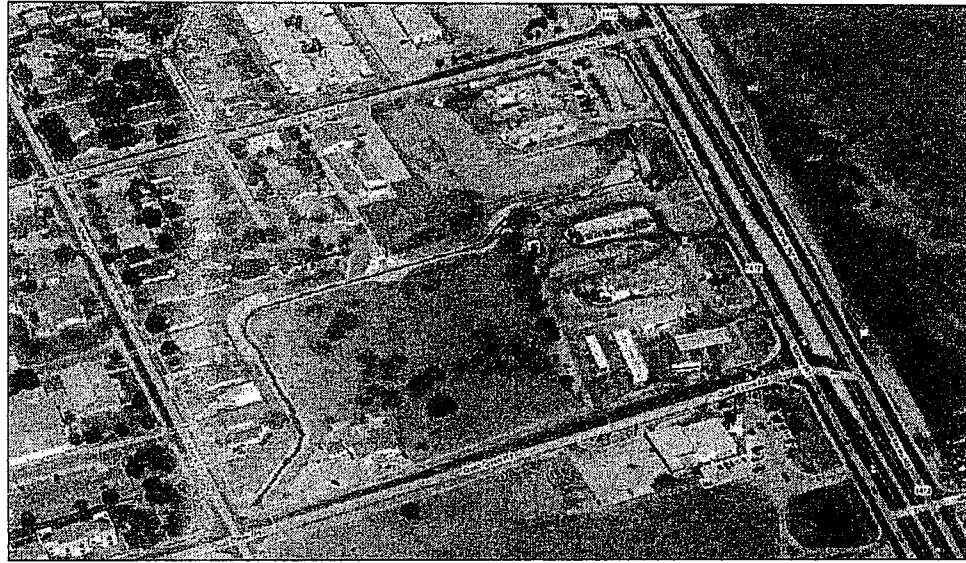
AS-1

SHEETS

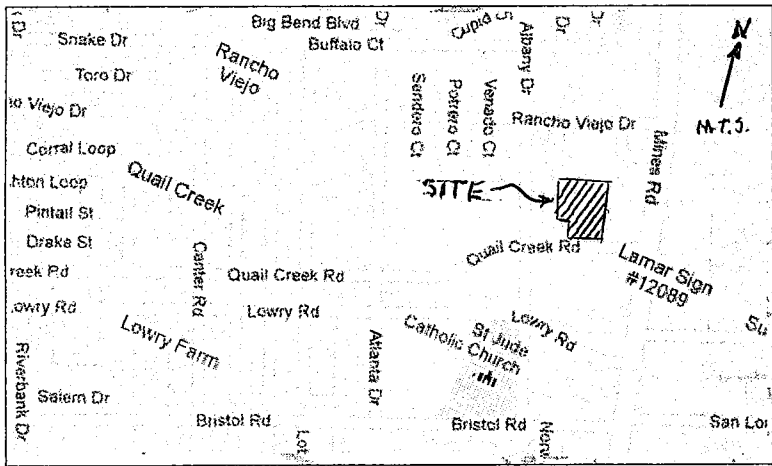
EXHIBIT "A" rev 10/16/12 107



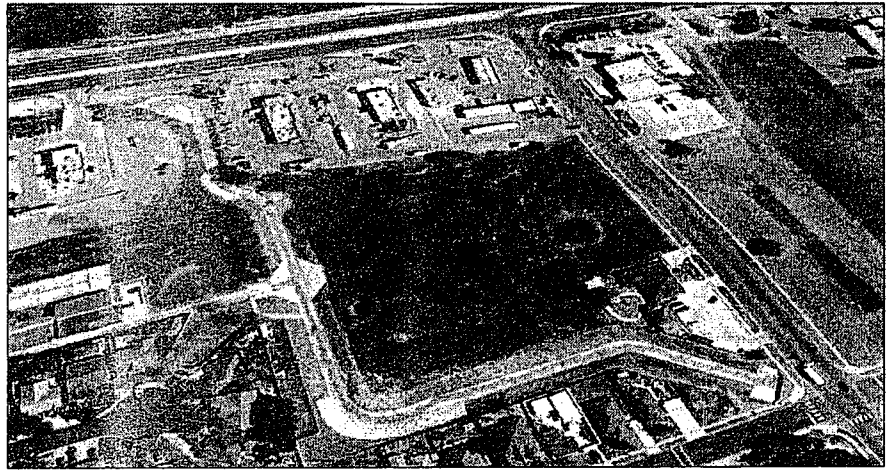
1 AERIAL VIEW
SCALE NONE



2 BIRD'S EYE VIEW
SCALE NONE



3 VICINITY MAP
SCALE NONE



4 BIRD'S EYE VIEW
SCALE NONE

STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78046



JOB NO.

DATE: 5/16/12

DESIGNED BY: J.M. [unclear]

REVISIONS:

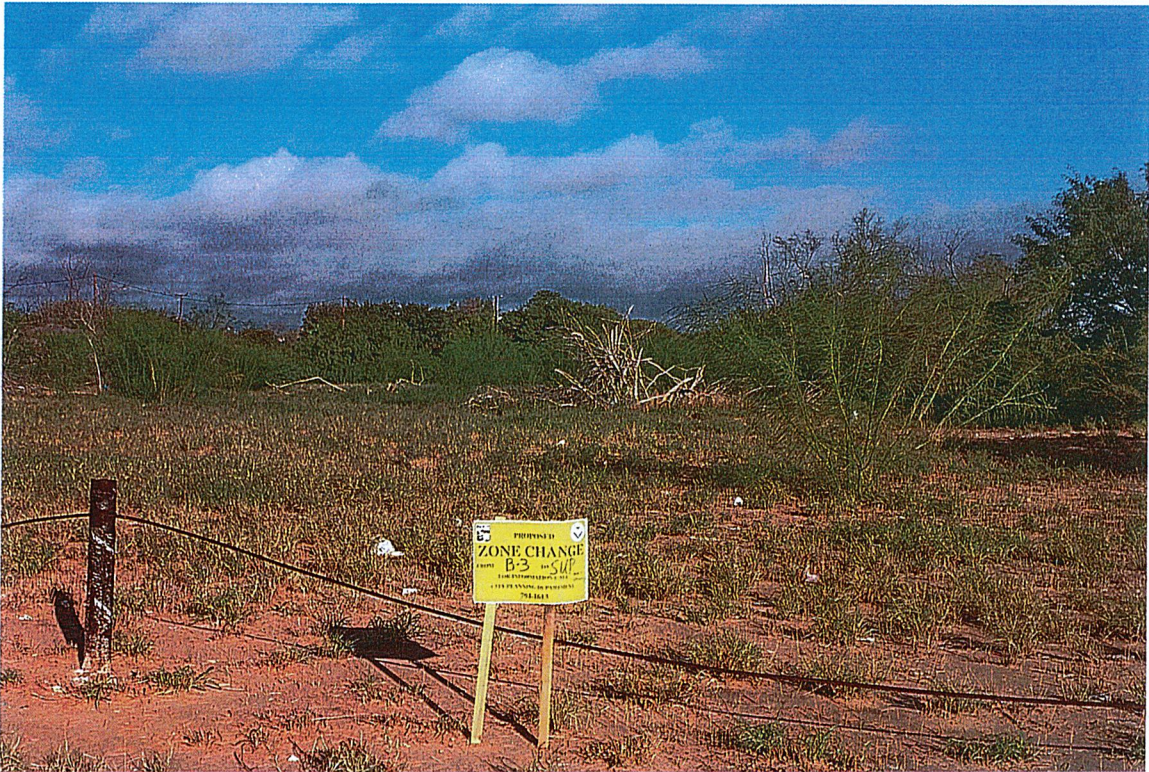
SHEET NUMBER

AS-0

OF SHEETS



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)





COUNCIL COMMUNICATION

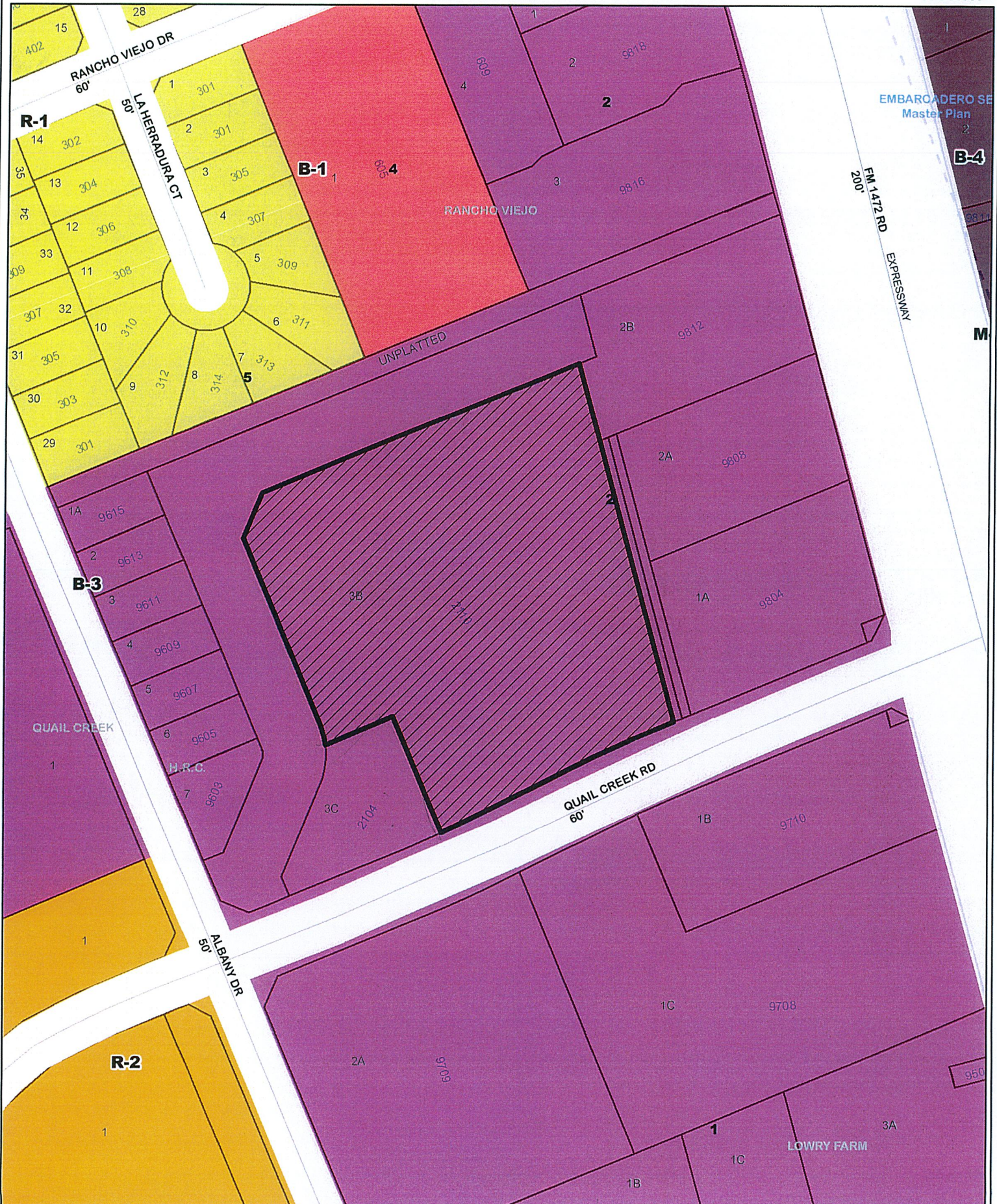
Date: 12/03/12	SUBJECT: FINAL READING OF ORDINANCE NO. 2012-O-198 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for mini-storage/warehousing on the Replat of Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road; providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VII ZC-48-2012
Initiated by: Hurd Land and Development Company Mejia Engineering Co.	Staff source: Horacio A. de Leon, Jr., Asst. City Manager Nathan R. Bratton, Planning Director
Prior action: The current item was introduced by the Honorable Mike Garza at the regular Council meeting of November 19, 2012.	
BACKGROUND Council District: VII – The Honorable Jorge Vera Proposed use: Mini-storage/warehousing Site: The site is currently vacant. Surrounding land uses: Property to the north includes single-family residences, Church’s Chicken, Wendy’s, and Family Dollar. East of the site are McDonald/s Hamburgers, Burger King, Tejano Mart Convenience Store/Gas and Car Wash, and vacant land. To the south are IBC and vacant land; south-east of the site are Quail Creek Apartments. West of the site are Golden Steps Child Development Center, a taquito kiosk, single-family residences, and Kazen Elementary School. A drainage culvert runs along the north and west side of this property. Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial. Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 (Mines Road) as an Expressway; Quail Creek Road is not identified on the Plan. Letters sent to surrounding property owners: 22 In Favor: 0 Opposed: 0	
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 supports the issuance of an SUP at this location, with the following conditions: 1. The Special Use Permit is issued to Hurd Land and Development Company, 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. <div style="text-align: right;">(Continued on Next Page)</div>	
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 to 0 vote, recommended <u>approval</u> of the Special Use Permit.	STAFF RECOMMENDATION: Staff <u>supports</u> the Special Use Permit.

COUNCIL COMMUNICATION

Staff Comments (cont.)

3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9 (b) 3.
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.
7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted.

Request for S.U.P.(Special Use Permit)



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)



ZC-056-2024

ATTENTION

PROPOSED (mini-storage)

SPECIAL USE PERMIT

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2012-O-198, WHICH AUTHORIZED A SPECIAL USE PERMIT FOR MINI-STORAGE/WAREHOUSE ON LOT 3B, BLOCK 2, H.R.C. SUBDIVISION, UNIT 2, LOCATED AT 2110 QUAIL CREEK ROAD, IN ORDER TO REMOVE HURD LAND AND DEVELOPMENT COMPANY AS THE PARTY WHOM THE PERMIT IS ISSUED; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued; 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, 2024; and,

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

WHEREAS, notice of the Special Use Permit Amendment 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, 2024 on the request and finds the Special Use Permit Amendment 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 amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

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 Hurd Land Development Company, 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. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. ~~Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.~~ Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9(b)3. Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24.83, "Trees and Shrubs," of the Laredo Land Development Code.
7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses. Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted
10. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Signage shall be consistent with the City's Sign Ordinance.
12. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
13. The business 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 business 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 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.

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 Use 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 I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 5.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-058-2024
District VII

Council District: District 7 **Zone Case:** ZC-058-2024

Letters sent to property owners: 5

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

The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council-Regular Meeting

Date: 08/19/2024

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

Initiated By: All Carriers, Inc, Owner; Daniel Gomez, 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 rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-058-2024

District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: The proposed use is industrial. The applicant did not specify the proposed use.

Site: The site is currently vacant undeveloped land

Surrounding land uses: To the north of the site is FM 1472 (Mines Road), Continental Forwarding (trucking company), and EL Primero Training Center and Feed. To the east and south of the site is vacant undeveloped land. To the west of the site is Quantum Carrier (trucking company) and JDK Transport Corporation.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture.

https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 5

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot area requirements of 9,000 square feet for M-1 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 2.20 acres (1 acre = 43,560 feet).
2. The proposed site meets the minimum lot width required of 65 feet for M-1 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot width is approximately 340 feet.
3. The proposed use is compatible with the area since there are similar uses abutting the site, such as Quantum Carrier to the west of the site.

Staff supports the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?

No. There are similar uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. The proposed site is primarily surrounded by agriculture zoning

Will change adversely influence living conditions in the neighborhood?

No. It is not anticipated to have a negative impact in the surrounding rea or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing AG does not allow for industrial type uses as intended by the applicant. The applicant did not specify the proposed use.

Attachments

- Maps
 - Survey, Metes, and Bounds
 - Zone Change Signage
 - Draft Ordinance
-



AERIAL MAP

1 inch = 150 feet

ZC-058-2024

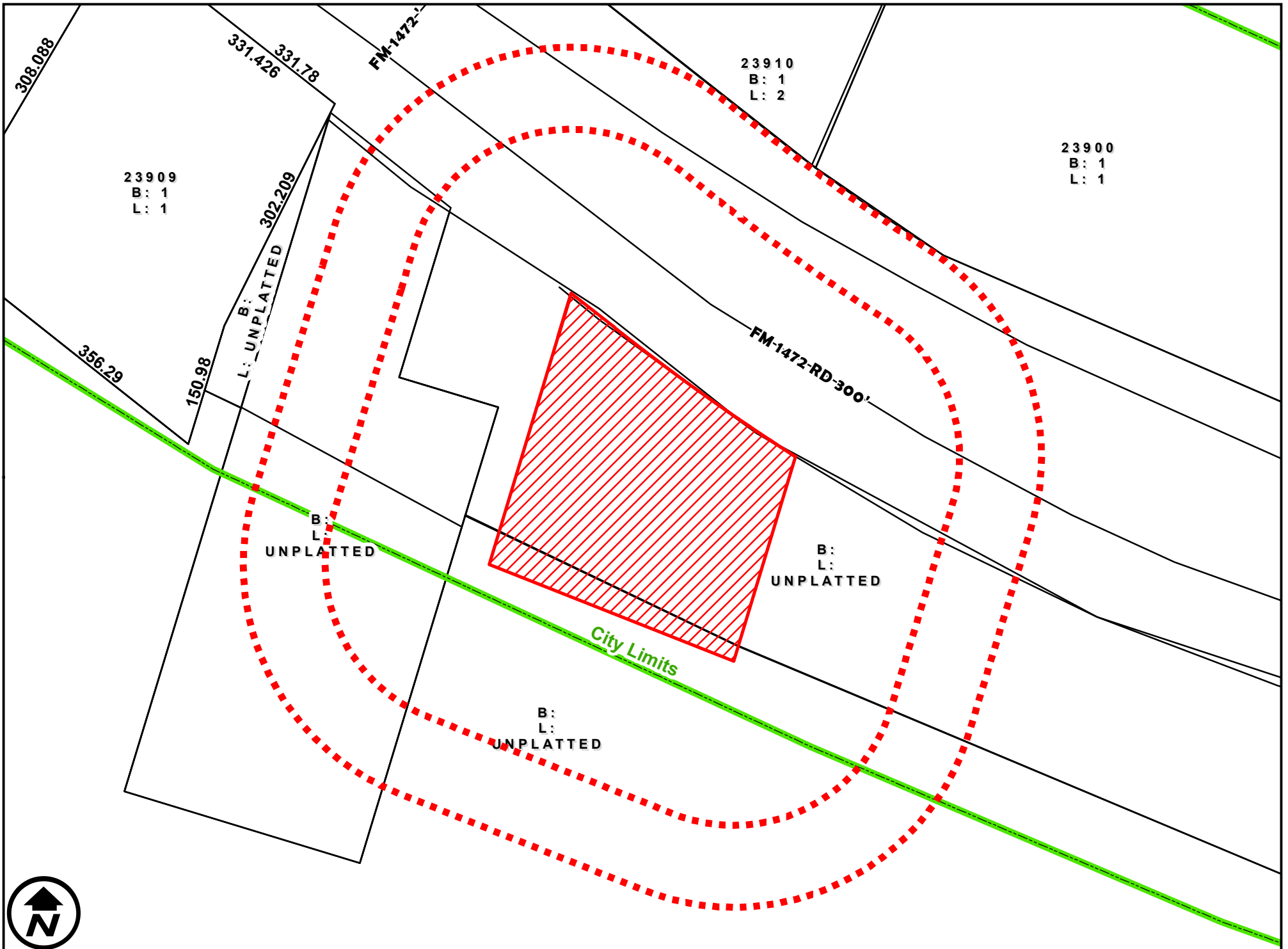
COUNCIL DISTRICT 7

SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 123

AG (AGRICULTURAL DISTRICT) 10

M-1 (LIGHT MANUFACTURING DISTRICT)

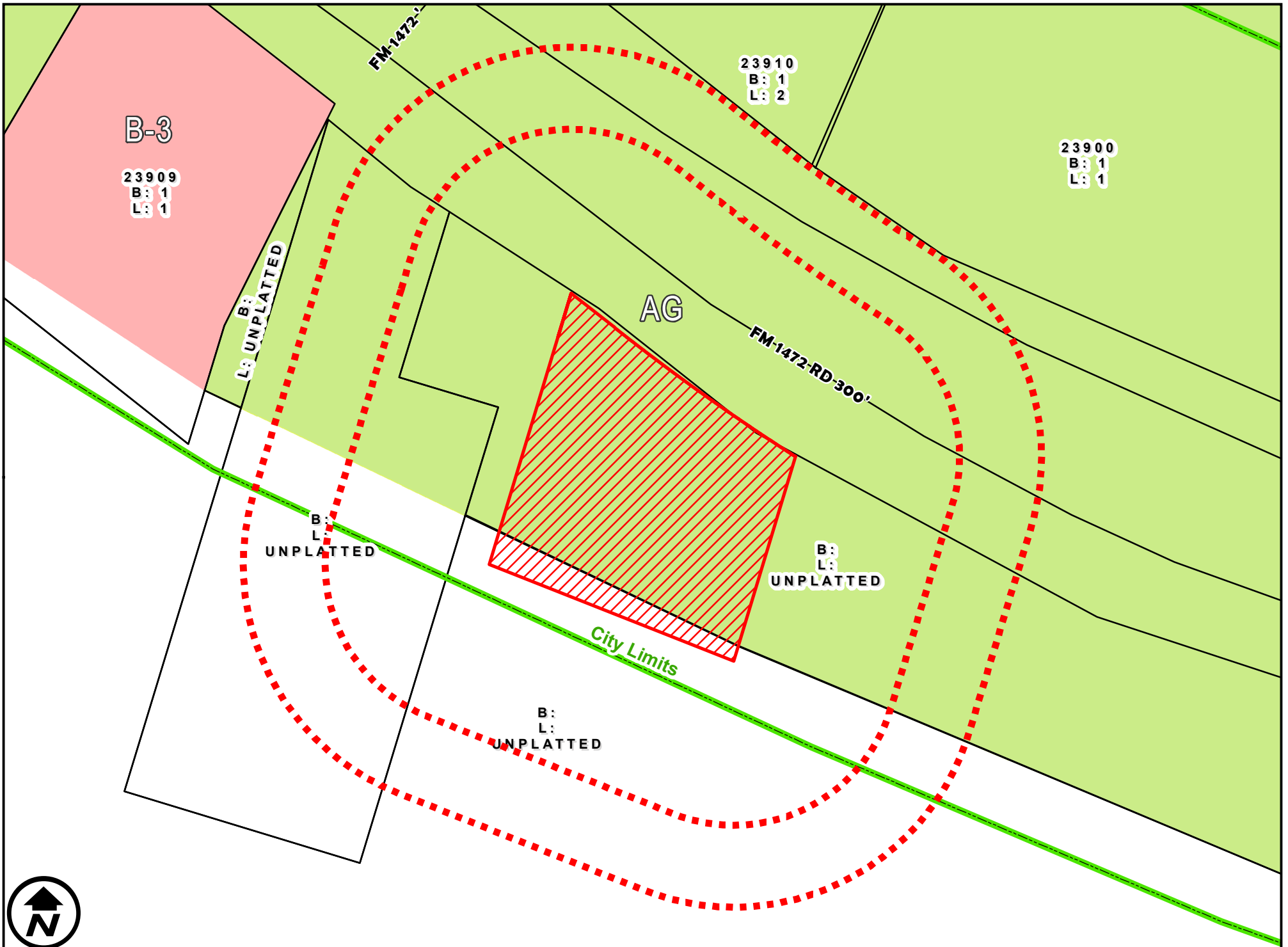


DIMENSIONS MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 124
AG (AGRICULTURAL DISTRICT) ...
M-1 (LIGHT MANUFACTURING DISTRICT)



ZONING MAP

1 inch = 150 feet

ZC-058-2024

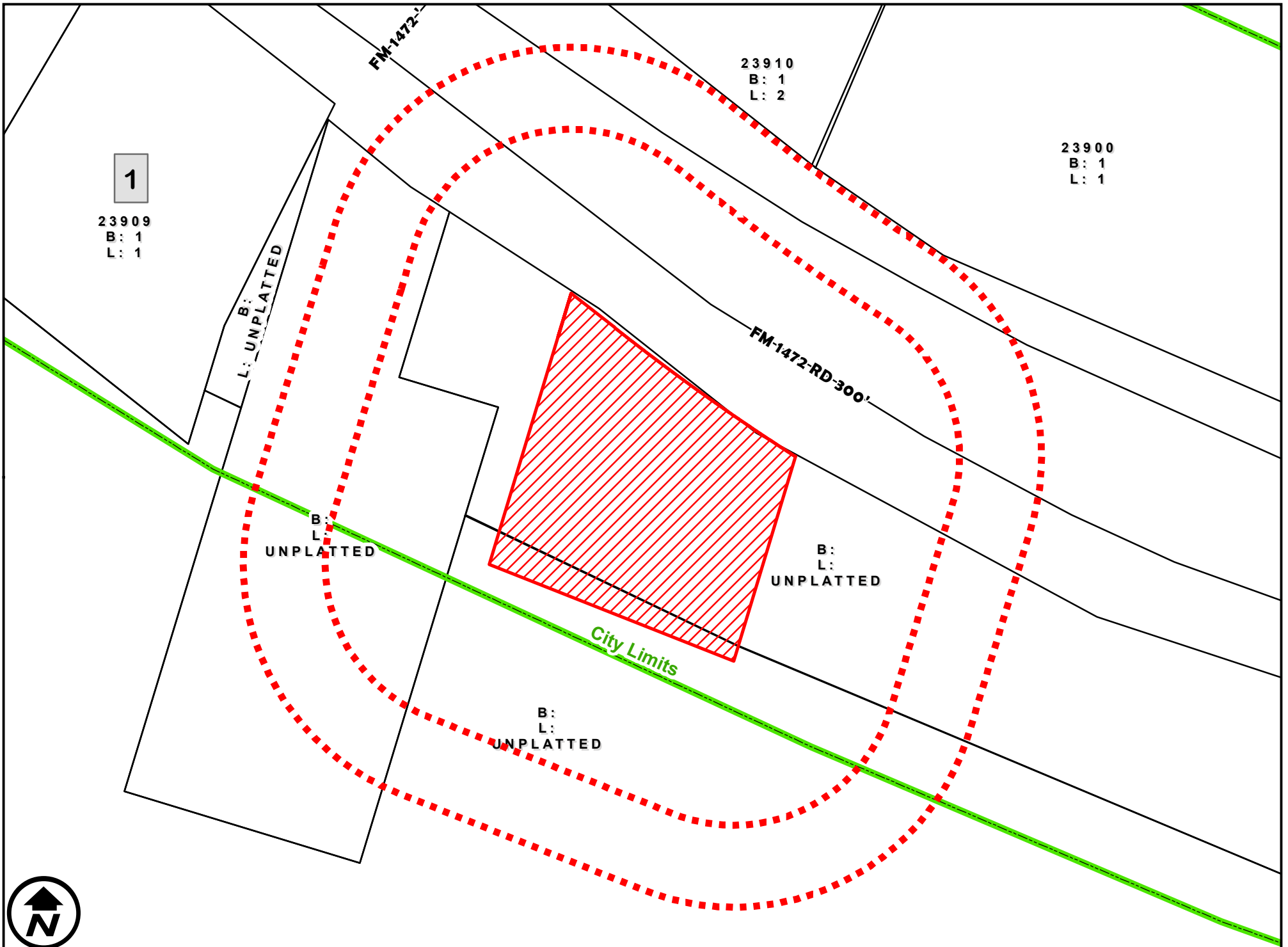
COUNCIL DISTRICT 7

SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 125

AG (AGRICULTURAL DISTRICT)

M-1 (LIGHT MANUFACTURING DISTRICT)

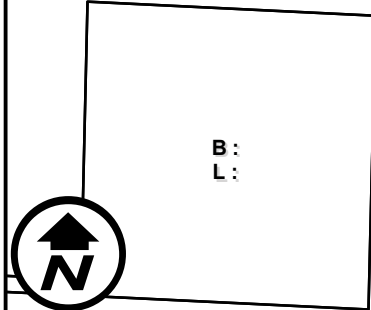
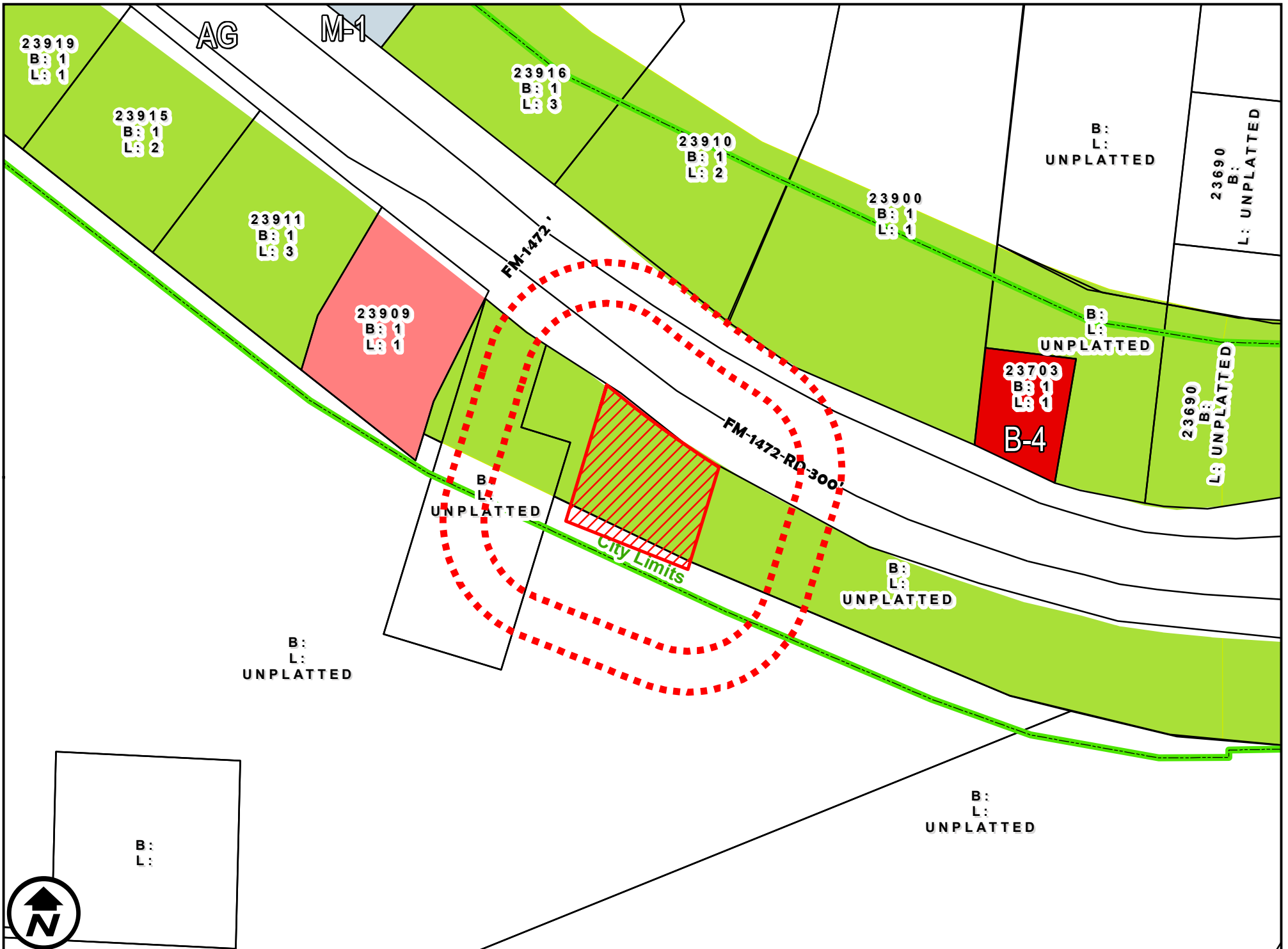


SURVEY MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 126
AG (AGRICULTURAL DISTRICT) 10
M-1 (LIGHT MANUFACTURING DISTRICT)



ZONING OVERVIEW

1 inch = 300 feet

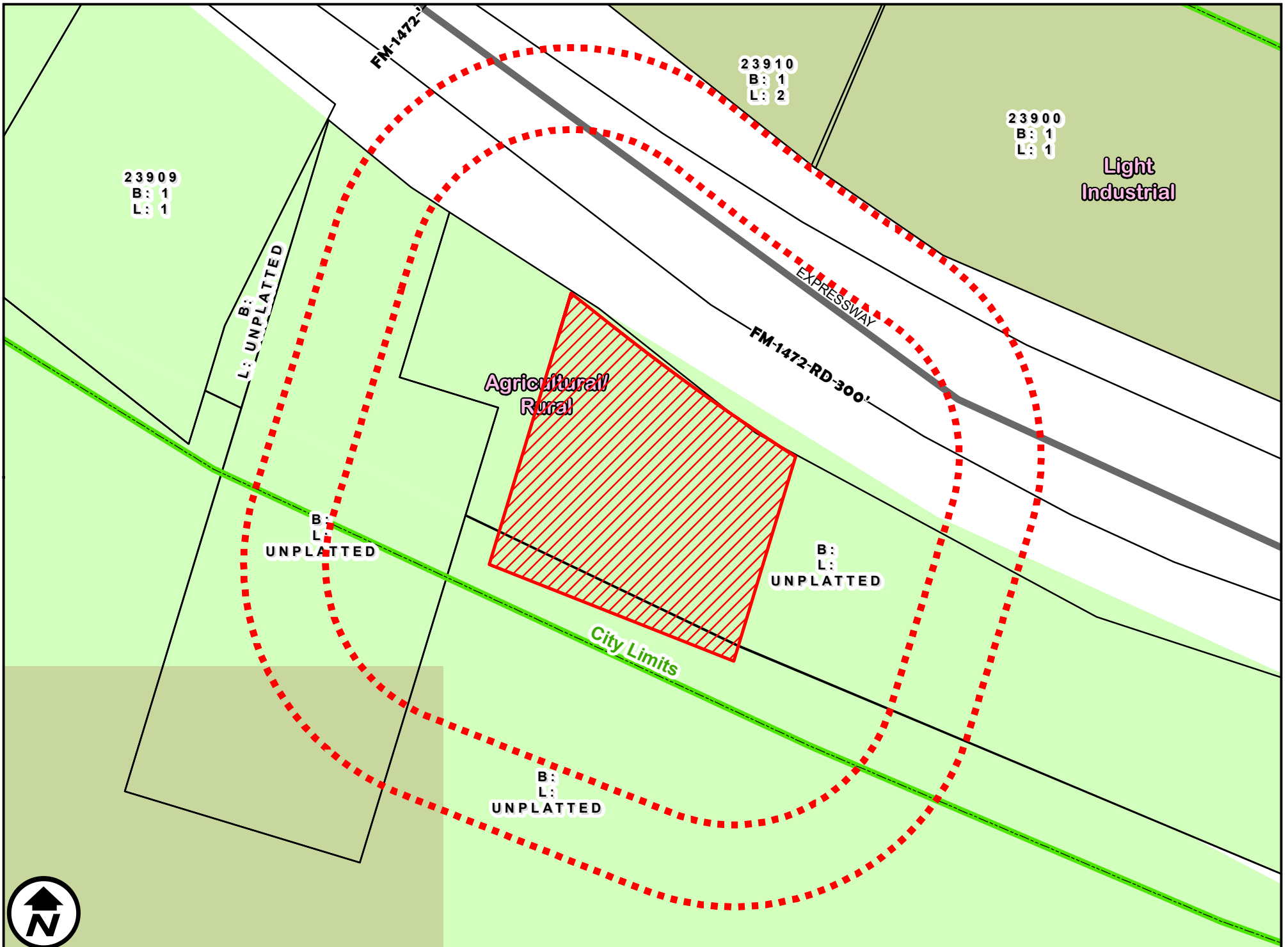
ZC-058-2024

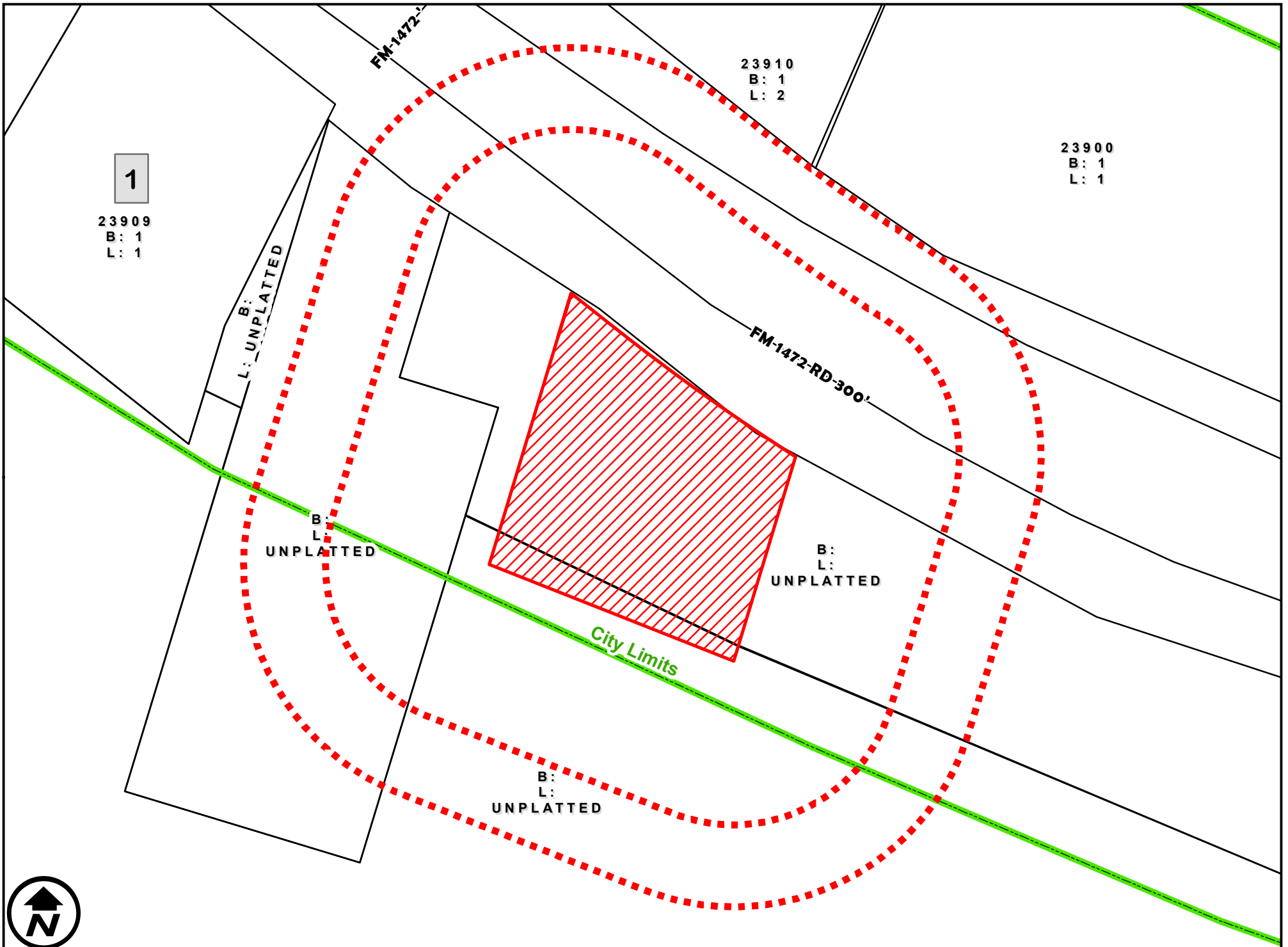
COUNCIL DISTRICT 7

SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 127

AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)





200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-058-2024

COUNCIL DISTRICT 7

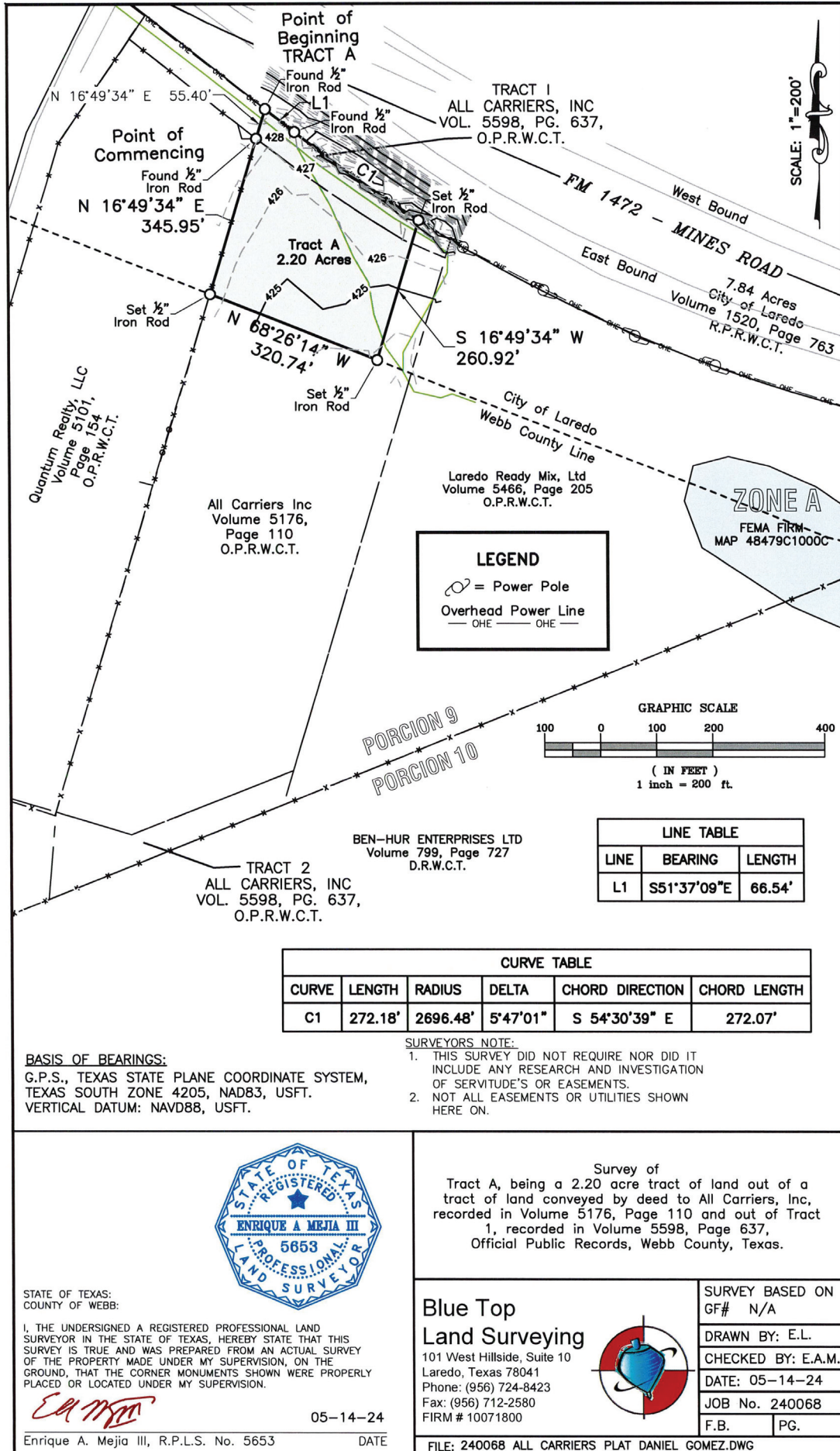
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F 129

AG (AGRICULTURAL DISTRICT) M-1

M-1 (LIGHT MANUFACTURING DISTRICT)

Exhibit A





Blue Top Land Surveying
 101 W. Hillside, Suite 10
 Laredo, Texas 78041
 956-724-8423 956-712-2580 fax

**Field Notes of
 A 2.20 acre tract of land
 conveyed by deed to All Carriers, Inc
 Situated in City of Laredo, Webb County, Texas**

A 2.20 acre tract of land out of a tract of land conveyed by deed to All Carriers, Inc, recorded in Volume 5176, Page 110 and Volume 5466, Page 637, Official Public Records, Webb County, Texas, situated in City of Laredo, Webb County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2" iron rod found at the northwest corner of a tract of land conveyed by deed to All Carriers, Inc, recorded in Volume 5176, Page 110, Official Public Records, Webb County, Texas, continue **North 16 degrees 49 minutes 34 seconds East, 55.40 feet**, to a 1/2" inch iron rod found at the **Point of Beginning**, for the northwest corner of the herein described tract;

Thence, along the south right of way line of FM 1472, **South 51 degrees 37 minutes 09 seconds East, 66.54 feet**, to a non-tangent point of a curve to the left,

Thence, along the arc of the curve left, a distance of **272.18 feet**, said curve having a radius of **2696.48 feet**, a delta of **05 degrees 47 minutes and 01 seconds**, with a chord and chord bearing of **272.07 feet** and **South 54 degrees 30 minutes and 39 seconds East**, for the northeast corner of the herein described tract,

Thence, South 16 degrees 49 minutes 34 seconds West, 260.92 feet to a 1/2" iron rod set, for the southeast corner of the herein described tract;

Thence, North 68 degrees 26 minutes 14 seconds West, 320.74 feet, to a 1/2" iron rod set at the east line of Quantum Realty, LLC, recorded in Volume 5101, Page 154, Official Public Records, Webb County, Texas, for the southwest corner of the herein described tract;

Thence, along the east line of said Quantum Tract, **North 16 degrees 49 minutes 34 seconds East, 345.95 feet**, to return and close to the **POINT OF BEGINNING** of this 2.20 Acre Tract, more or less.

Basis of Bearings:
 G.P.S., Texas Coordinate System, Texas South Zone, NAD 1983

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

05-14-24

 Current Date





Blue Top Land Surveying

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 956-712-2580 fax

**Closure of
A 2.20 acre tract of land
conveyed by deed to All Carriers, Inc
Situated in City of Laredo, Webb County, Texas**

Segment# 1: Line

Course: S51° 37' 09"E Length: 66.54'
North: 17,119,029.13' East: 608,003.96'

Segment# 2: Curve

Length: 272.18' Radius: 2,696.48'
Delta: 5.7835 (d) Tangent: 136.21'
Chord: 272.07' Course: S54° 30' 39"E
Course In: N38° 22' 51"E Course Out: S32° 35' 50"W
RP North: 17,121,142.90' East: 609,678.17'
End North: 17,118,871.17' East: 608,225.49'

Segment# 3: Line

Course: S16° 49' 34"W Length: 260.92'
North: 17,118,621.43' East: 608,149.97'

Segment# 4: Line

Course: N68° 26' 14"W Length: 320.74'
North: 17,118,739.30' East: 607,851.67'

Segment# 5: Line


Course: N16° 49' 34"E Length: 345.95'
North: 17,119,070.44' East: 607,951.82'

Perimeter: 1,266.33' Area: 2.20Acre
Error Closure: 0.01 Course: N81° 09' 33"E
Error North : 0.002 East: 0.012

Precision 1: 126,633.00

**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.



R.P.L.S. No. 5653 - Texas

05-14-24

Current Date





ZC-058-2024



ATTENTION



PROPOSED

ZONE CHANGE

FROM TO

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 2.20 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF FM 1472 AND WEST OF BEN-NUR RANCH ROAD, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).; 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; 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 August 19, 2024 on the request and finds the zone change 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.

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 is hereby amended by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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 _____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 6.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-060-2024
District VII

Council District: District 7 **Zone Case:** ZC-060-2024

Letters sent to property owners: 8

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

The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council-Regular Meeting

Date: 08/19/2024

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

Initiated By: W.W. Rowland Investment/W. Hershhal Bradley, Owners;

Daniel Gomez, 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 rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-060-2024

District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: The proposed use is for a commercial parking lot (trucks/heavy equipment) for a trucking company

Site: The site is currently a commercial parking lot (trucks/ heavy equipment) for a trucking company

Surrounding land uses: To the north of the site is FM 1472 (Mines Road) and JIT Transport. To the east of the site is JDK Transport Corp. and Quantum Carrier. To the south of the site is a commercial parking lot for trucks/heavy equipment and vacant undeveloped land. To the west of the site is Phelps Road and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture.

https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway, but does identify Thiesel Road.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot width requirement of 65 feet for M-1 zone districts as per the Laredo Land Development, Section 24.77.1 Dimensional Standards. The combined property's lot width is approximately 1,156 feet.
2. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The combined property lot area is approximately 12.00 acres (1 acre = 43,560 feet).
3. The property abuts an area of M-1 zoning district to the west of the site.
4. The proposed use is compatible with the area since there are similar uses abutting to the east of the site and across FM 1472.

Staff **supports** the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?

No. There are similar uses to the west of the site and across FM 1472.

Would this change create an isolated zoning district unrelated to surrounding districts?

No. There is an area of an M-1 zoning district to the west of the side.

Will change adversely influence living conditions in the neighborhood?

No. it is not anticipated to have a negative impact in the surrounding rea or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

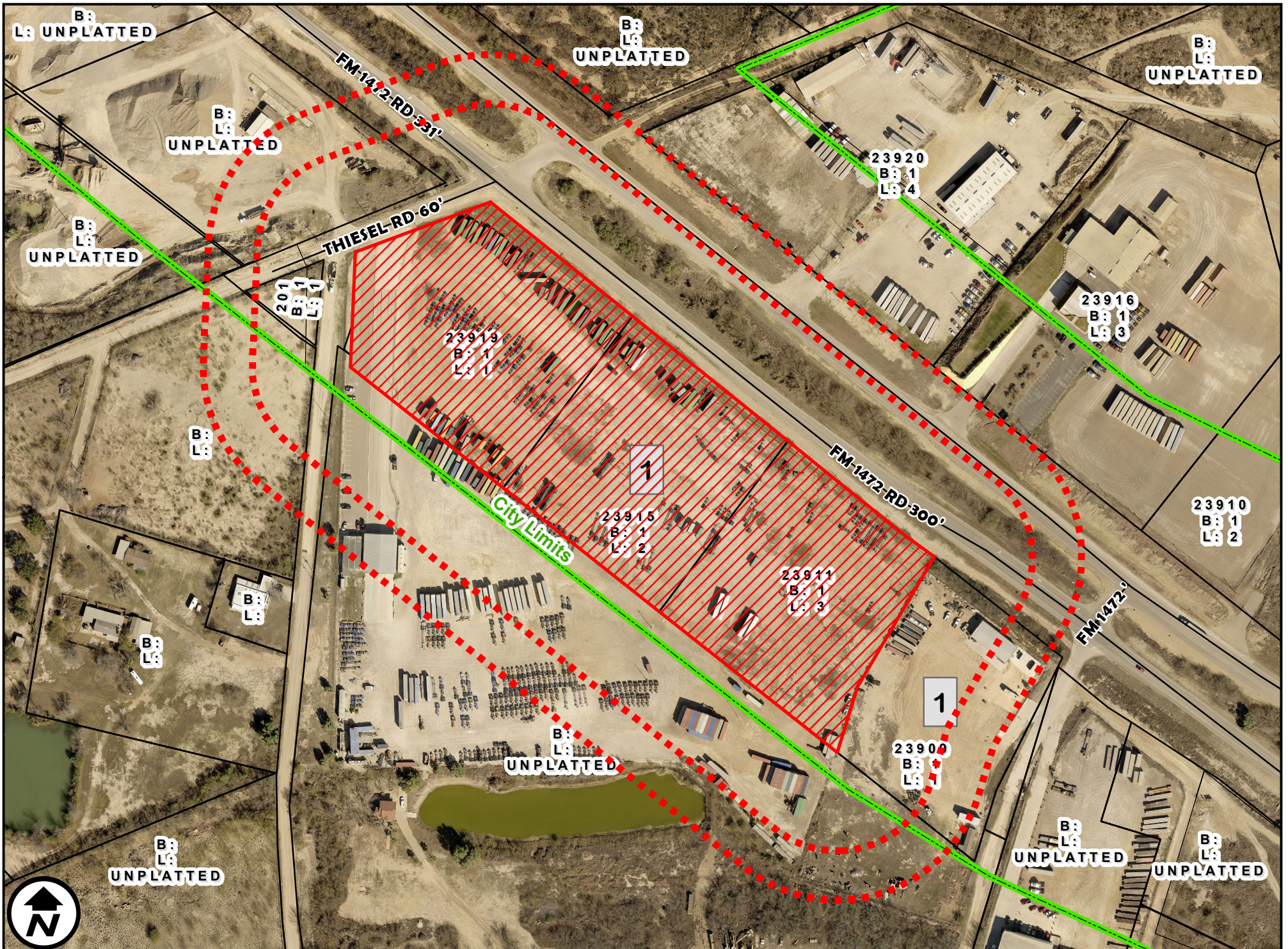
Yes. The existing zone does not allow for commercial parking (trucks/heavy equipment) intended by the applicant.

Attachments

Maps

Zone Change Signage

Draft Ordinance

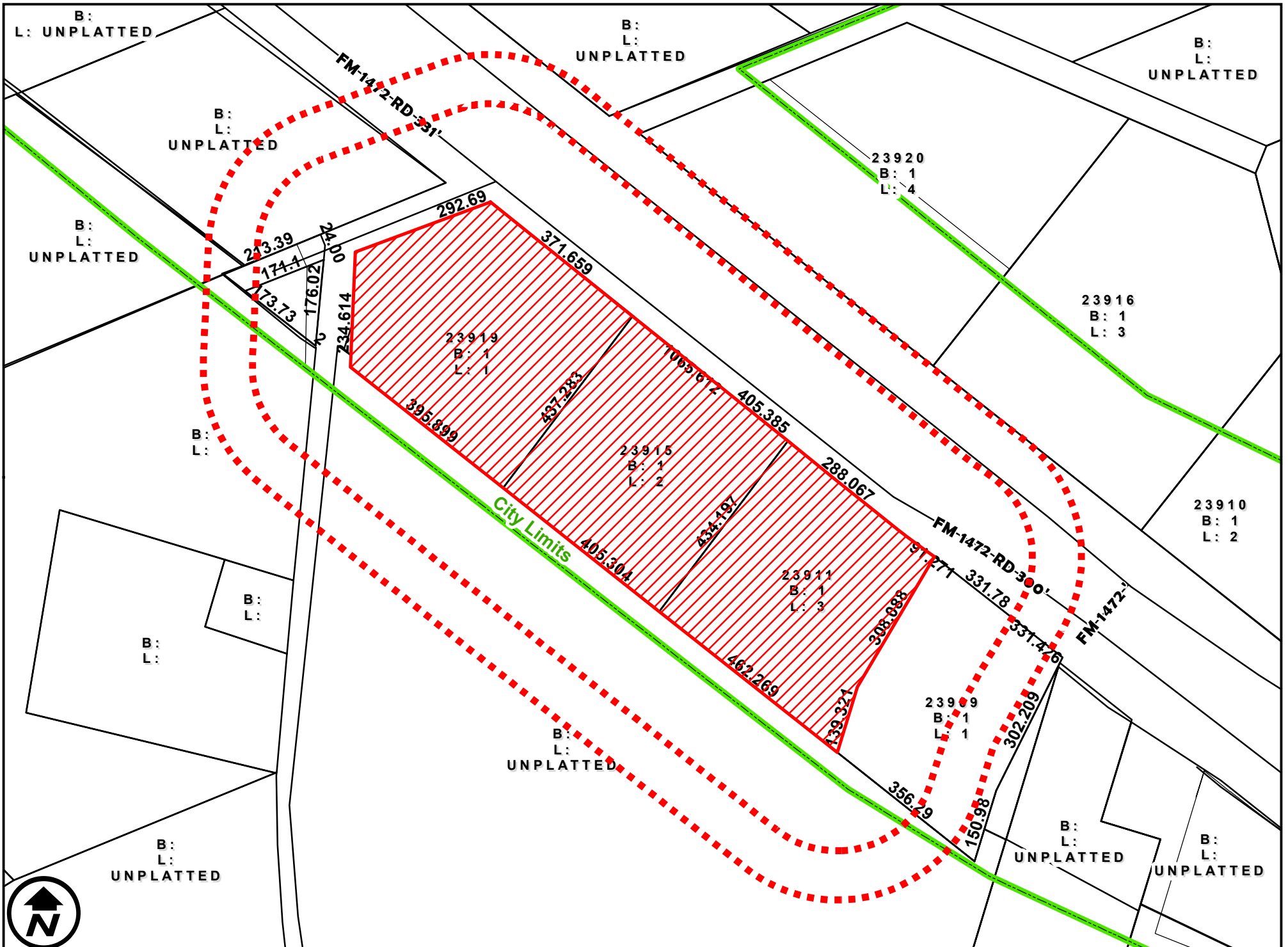


AERIAL MAP

1 inch = 250 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 139
 AG (AGRICULTURAL DISTRICT) 10
 M-1 (LIGHT MANUFACTURING DISTRICT)

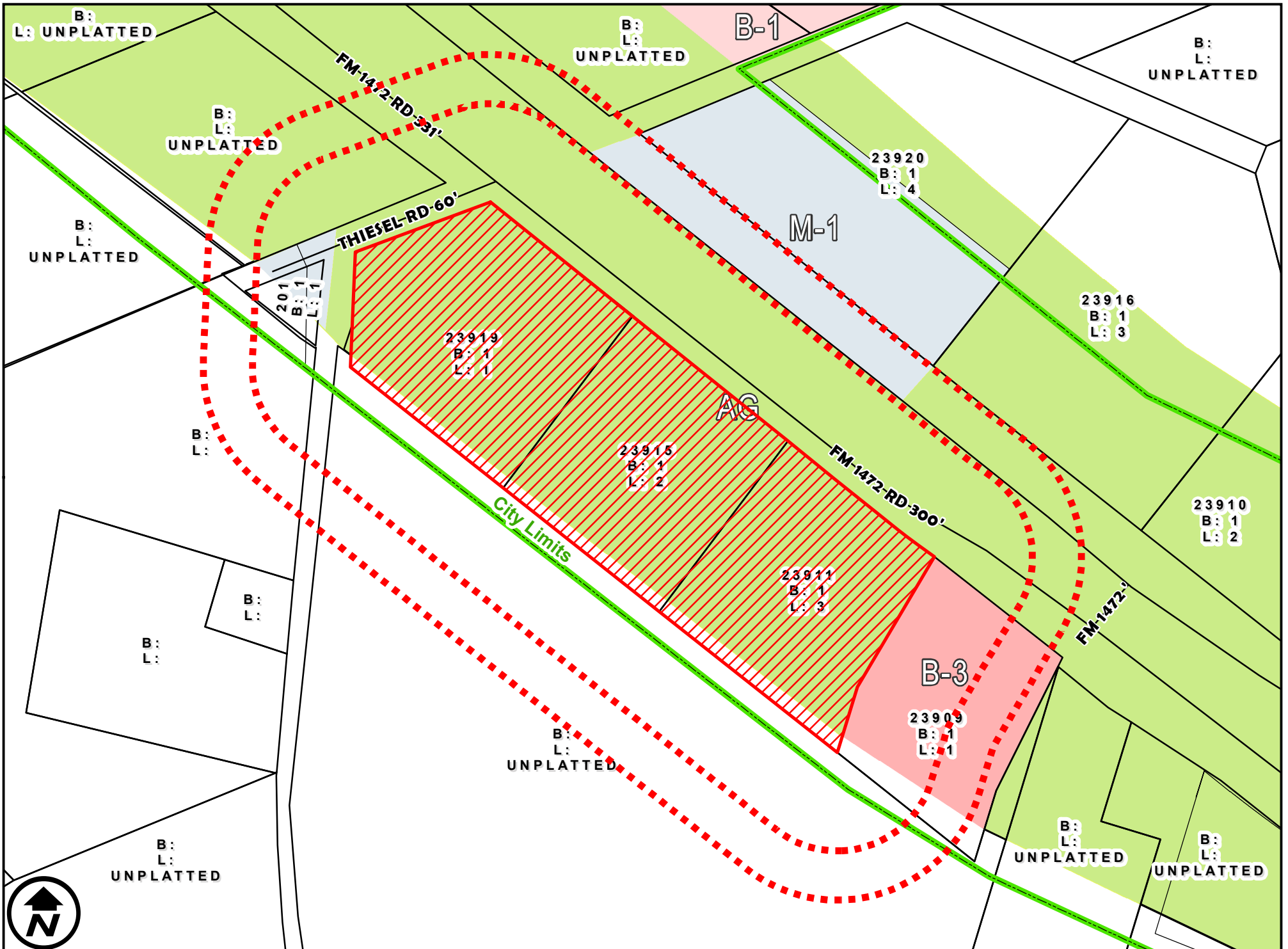


DIMENSIONS MAP

1 inch = 250 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 140
 AG (AGRICULTURAL DISTRICT)
 M-1 (LIGHT MANUFACTURING DISTRICT)

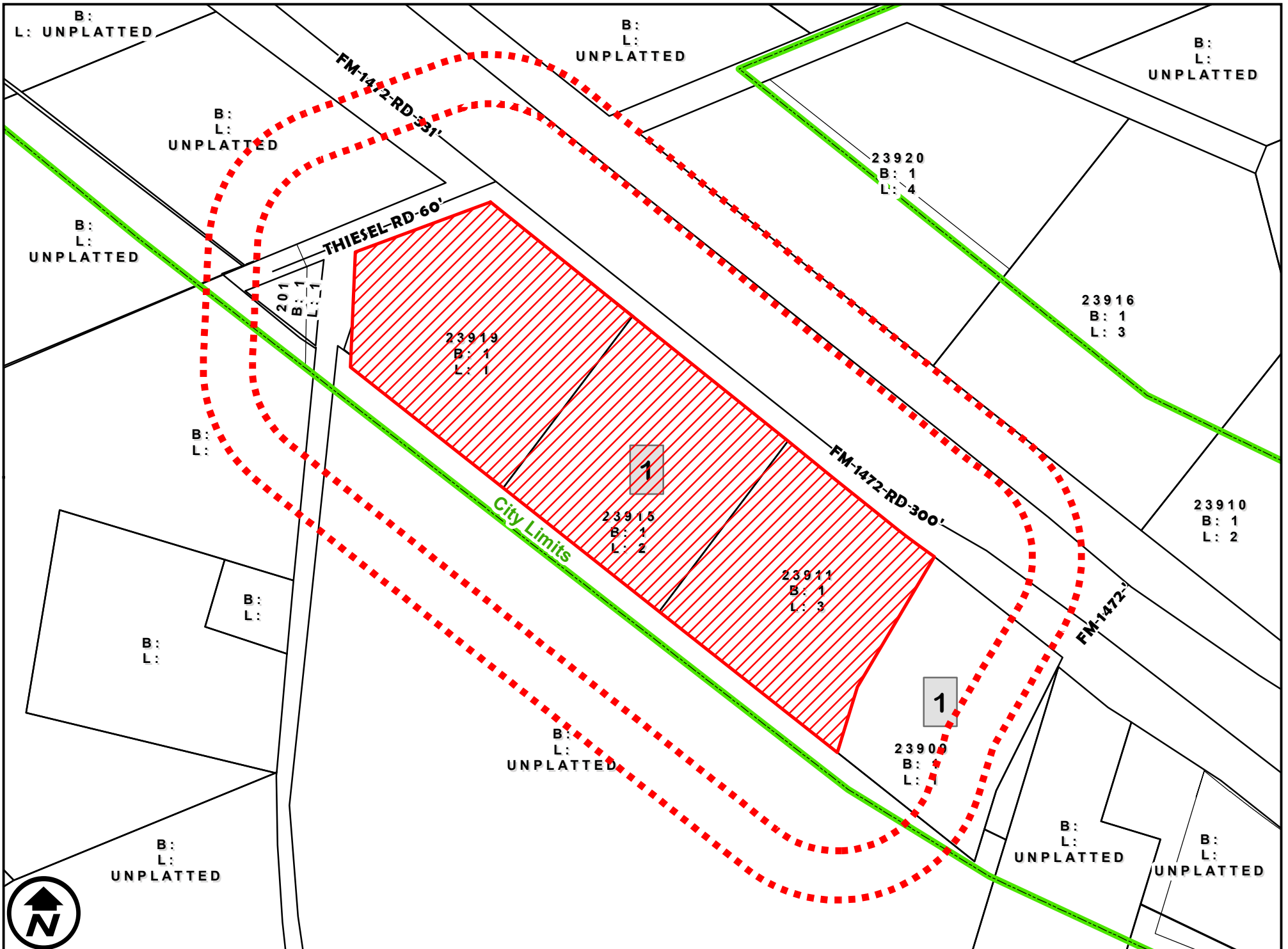


ZONING MAP

1 inch = 250 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 141
 AG (AGRICULTURAL DISTRICT)
 M-1 (LIGHT MANUFACTURING DISTRICT)

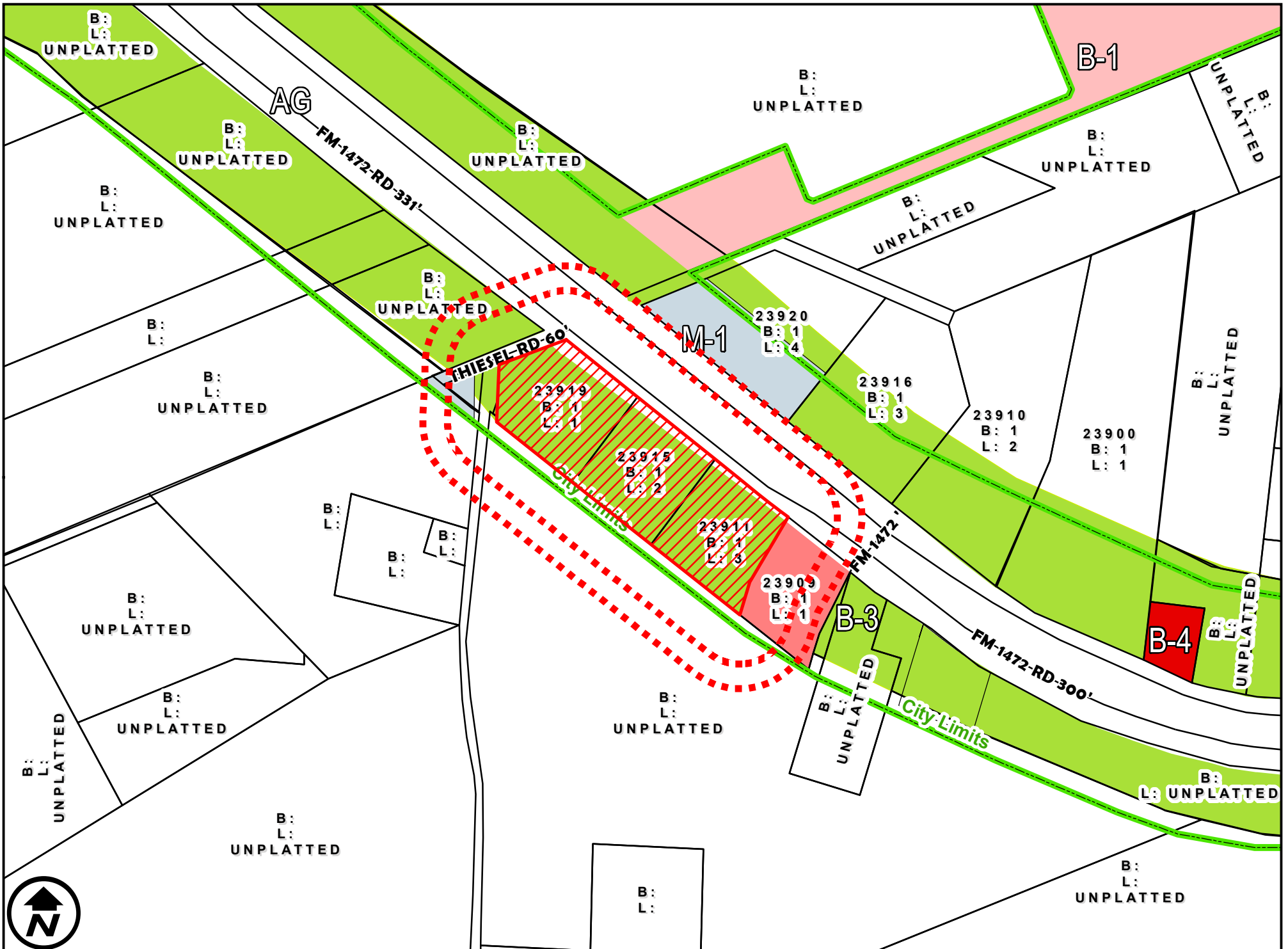


SURVEY MAP

1 inch = 250 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 142
 AG (AGRICULTURAL DISTRICT) . . .
 M-1 (LIGHT MANUFACTURING DISTRICT)

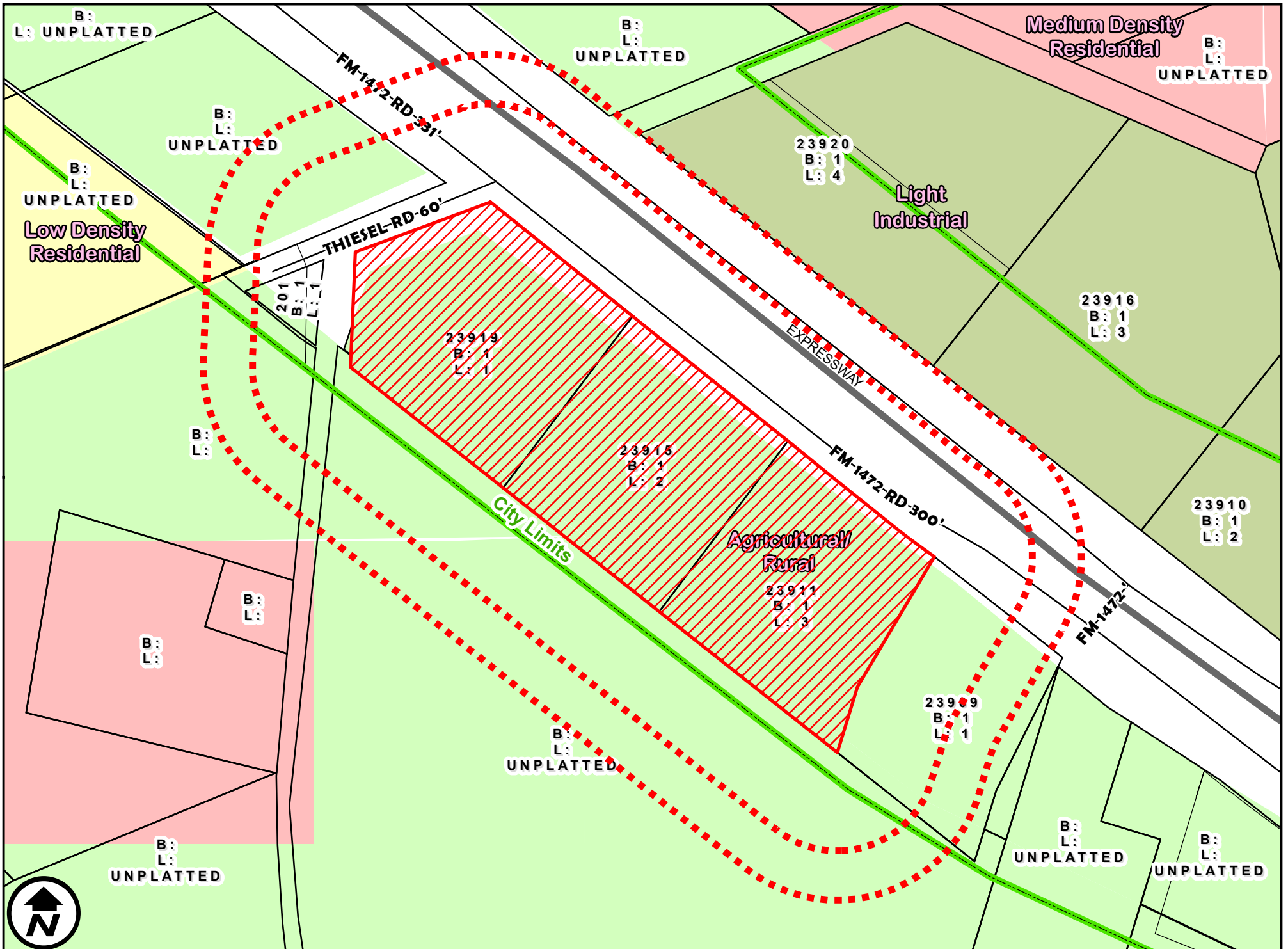


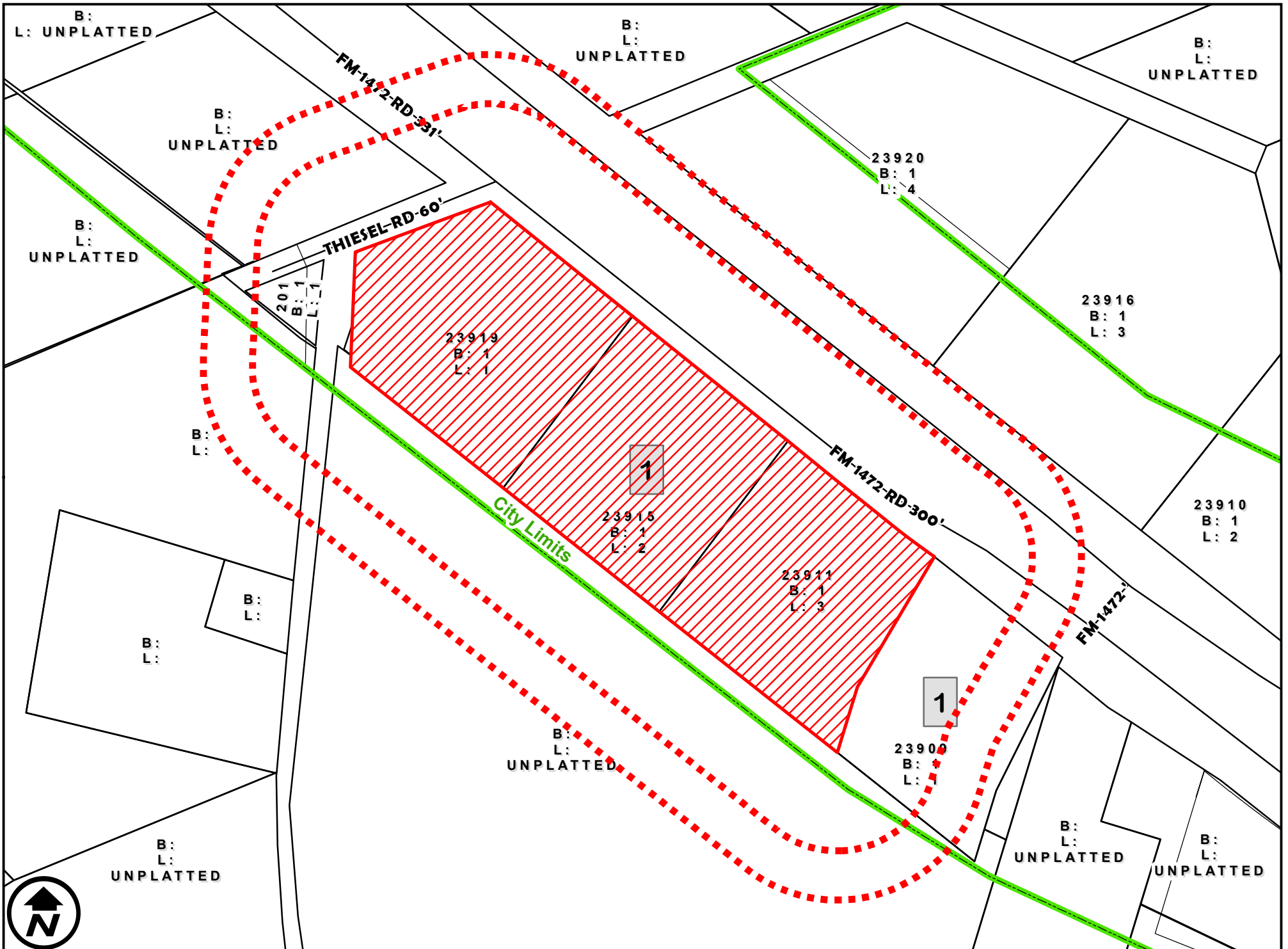
ZONING OVERVIEW

1 inch = 500 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 143
 AG (AGRICULTURAL DISTRICT)
 M-1 (LIGHT MANUFACTURING DISTRICT)





200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-060-2024
 COUNCIL DISTRICT 7
 23911, 23915, AND 23919 FM 1472

APPLICATION F 145
 AG (AGRICULTURAL DISTRICT) 10
 M-1 (LIGHT MANUFACTURING DISTRICT)



ZC-060-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM **AG** TO **M-1**
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, AND 3, BLOCK 1, LUISA GARCIA SUBDIVISION, PHASE1, LOCATED AT 23911, 23915, AND 23919 FM 1472, FROM AG (AGRICULTURE DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT).; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).; 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; 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 August 19, 2024 on the request and finds the zone change 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.

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 is hereby amended by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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
_____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 7.

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 58.709 acre tract of land (2,557,380 square feet) as further described by metes and bounds in attached Exhibit A, located south of Saint Luke Boulevard and west of Cuatro Vientos Road, from R1-A (Single Family Reduce Area District) to AG (Agriculture District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-061-2024
District I

Council District: District 1 **Zone Case:** ZC-061-2024

Letters sent to property owners: 8

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

The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council-Regular Meeting

Date: 08/19/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: Cielito Lindo, LTD & CARM Properties Partners, LTD, Owners;
Staff Source: Howling Engineering, Applicant/Representative
Vanessa Guerra, Interim Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 58.709 acre tract of land (2,557,380 square feet) as further described by metes and bounds in attached Exhibit A, located south of Saint Luke Boulevard and west of Cuatro Vientos Road, from R1-A (Single Family Reduce Area District) to AG (Agriculture District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-061-2024

District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I - Cm. Gilbert Gonzalez

Proposed use: The proposed use is a cemetery.

Site: The site is currently vacant undeveloped land

Surrounding land uses: To the north of the site is Lamar Bruni Vergara Middle School, Cielito Lindo Boulevard, and vacant undeveloped land. To the east of the site is Cuatro Vientos Road and vacant undeveloped land. To the south of the site is primarily vacant undeveloped land. To the west of the site is Saint Luke Boulevard, Veterans Memorial Elementary, and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use, Medium Density Residential, and High Density Residential.

<https://www.openlaredo.com/planning/2017-Comprehensive-Plan-Viva-Laredo.pdf#page=39>

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an expressway.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the predominant Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, AN, FH, OG, FiH), which includes AG zoning districts.
2. The proposed site meets the minimum lot area requirement of 15,000 square feet for AG zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot area is approximately 58.709 acres (1 acre = 43,560 feet).
3. The proposed use is not anticipated to negatively impact the surrounding area or neighborhood.
4. The location of the proposed site is near a highway, which would accommodate the increase of traffic.

Staff **supports** the application.

AG. The purpose of the AG (Agricultural District) is to provide an area for agricultural pursuits protected from infringement of urban development.

Is this change contrary to the established land use pattern?

Yes. There are institutional uses near the site. However, a large portion of the site is surrounded by vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. This would create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

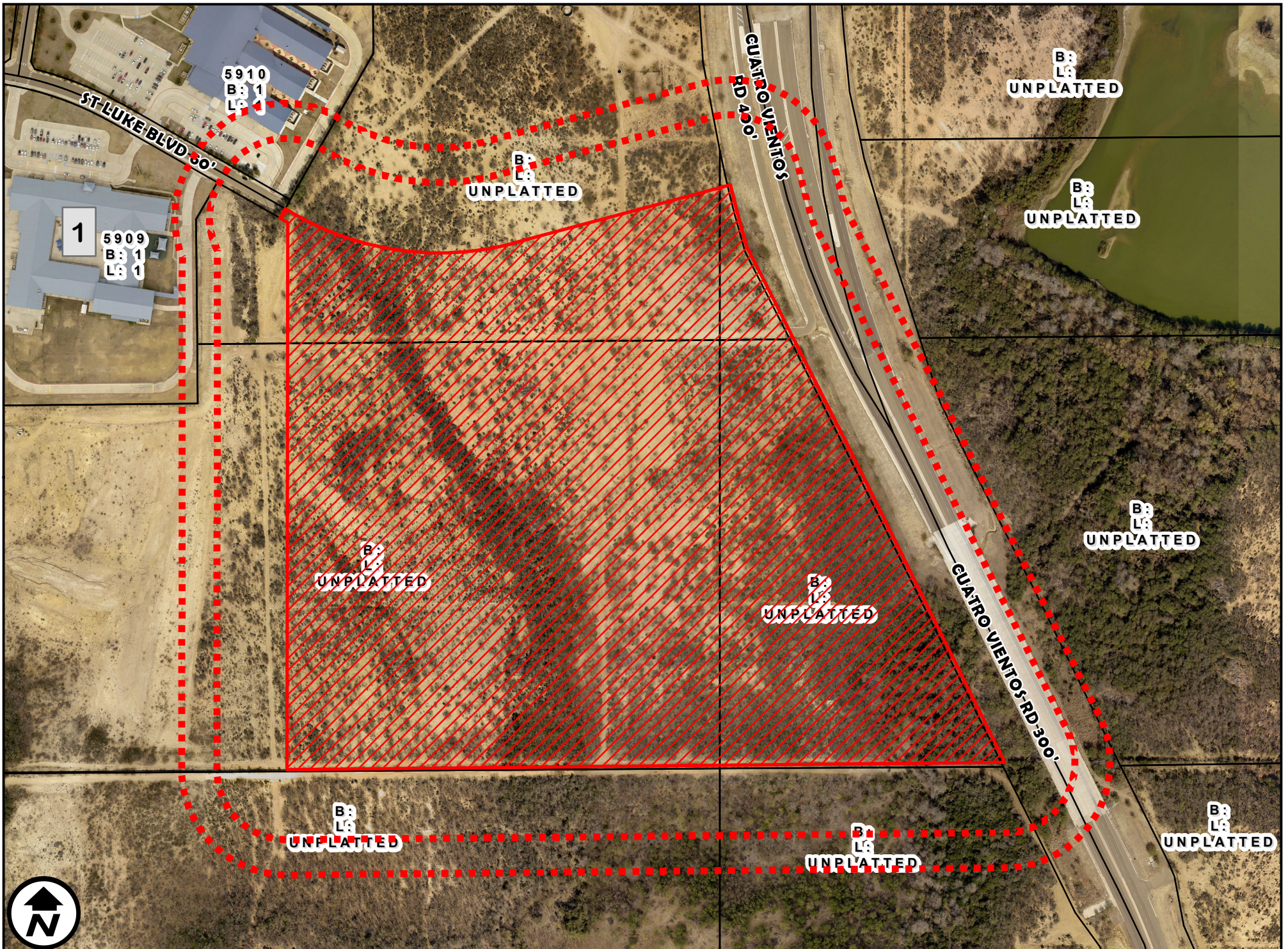
No. it is not anticipated to have a negative impact in the surrounding rea or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The underlying zone does not allow for a cemetery as intended by the applicant.

Attachments

- Maps
 - Survey, Metes, and Bounds
 - Zone Change Signage
 - Draft Ordinance
-



AERIAL MAP

1 inch = 350 feet

ZC-061-2024

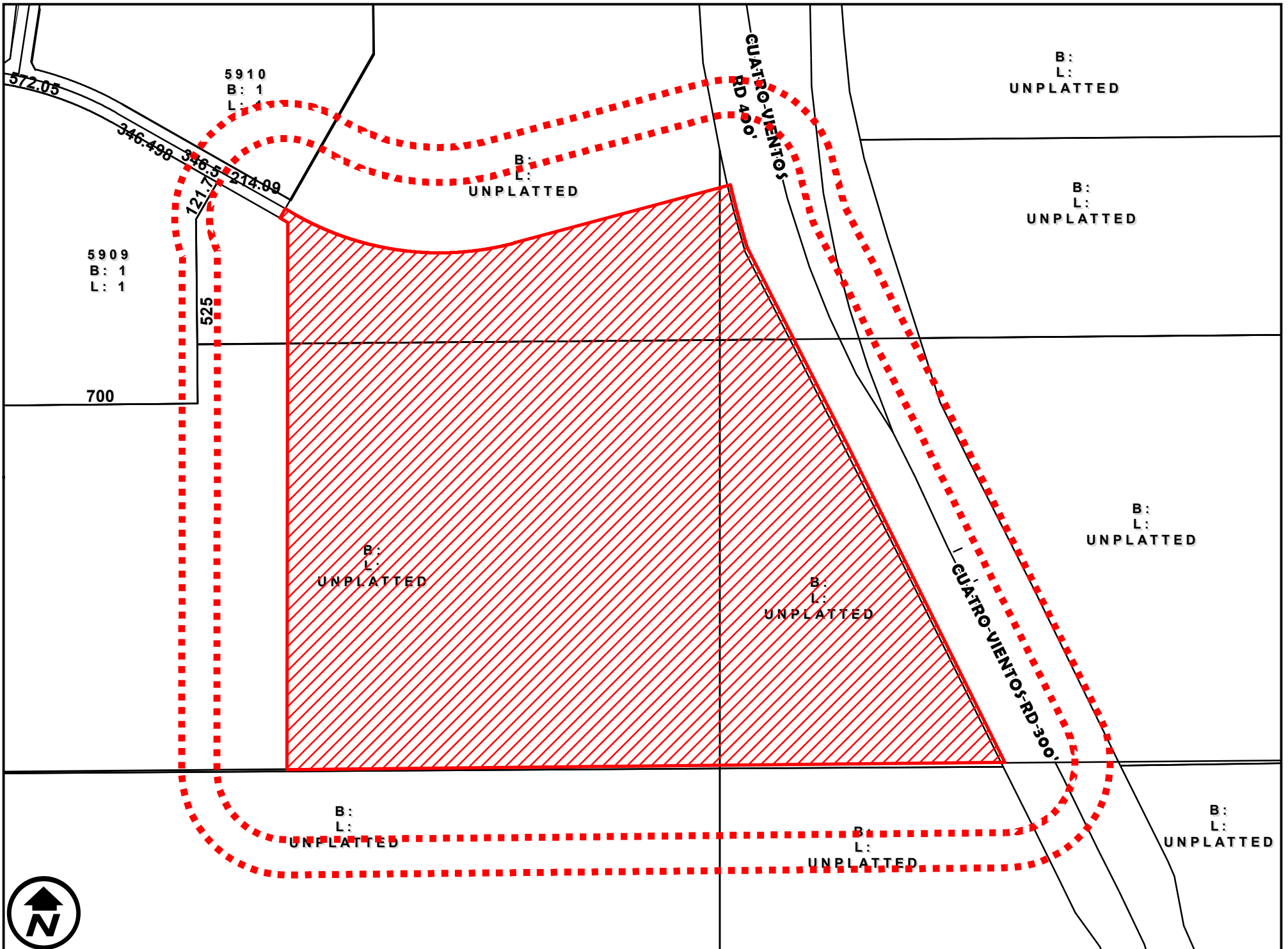
COUNCIL DISTRICT 1

SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F 152

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

AG (AGRICULTURAL DISTRICT)



DIMENSIONS MAP

ZC-061-2024

APPLICATION F 153

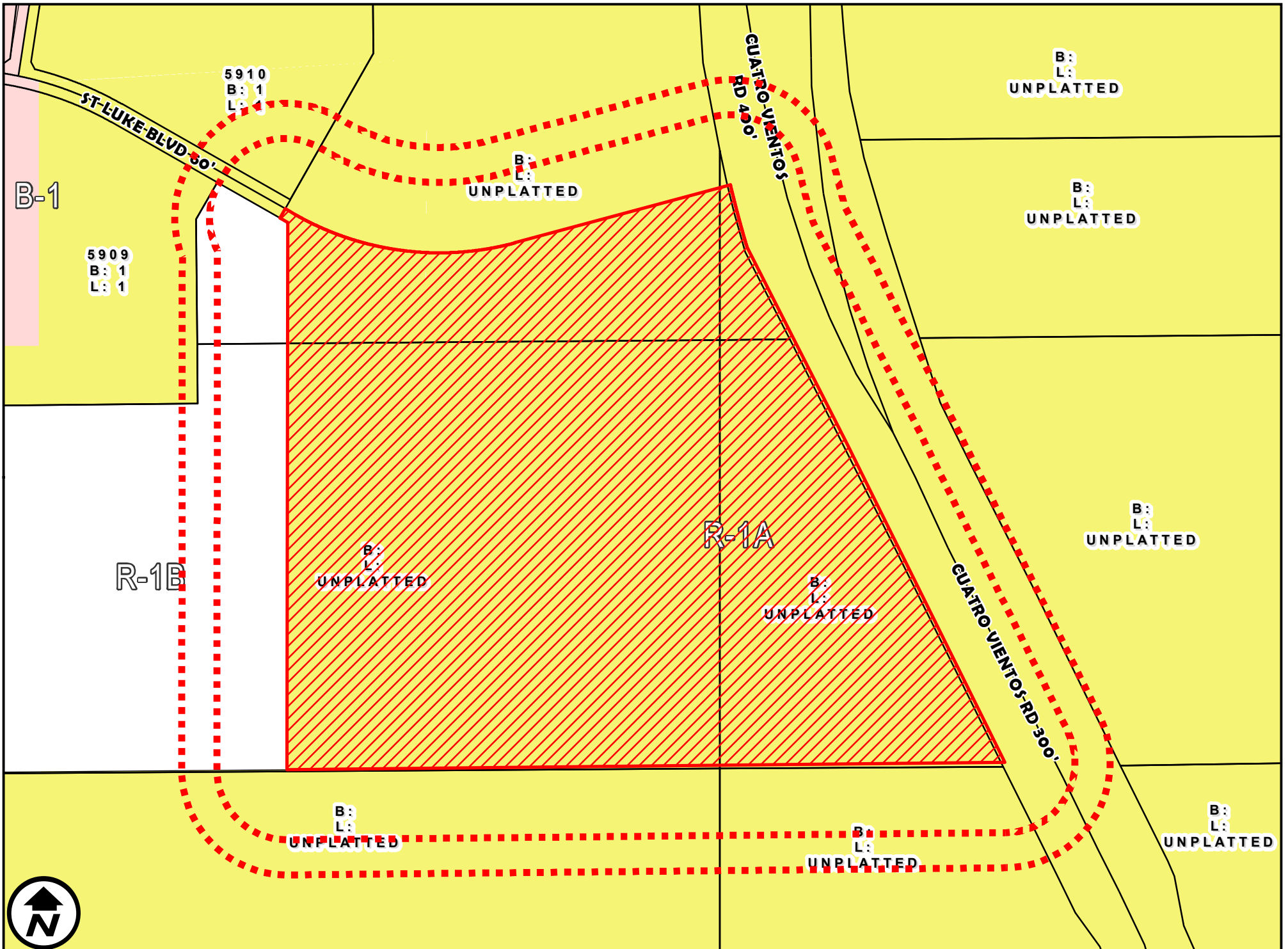
COUNCIL DISTRICT 1

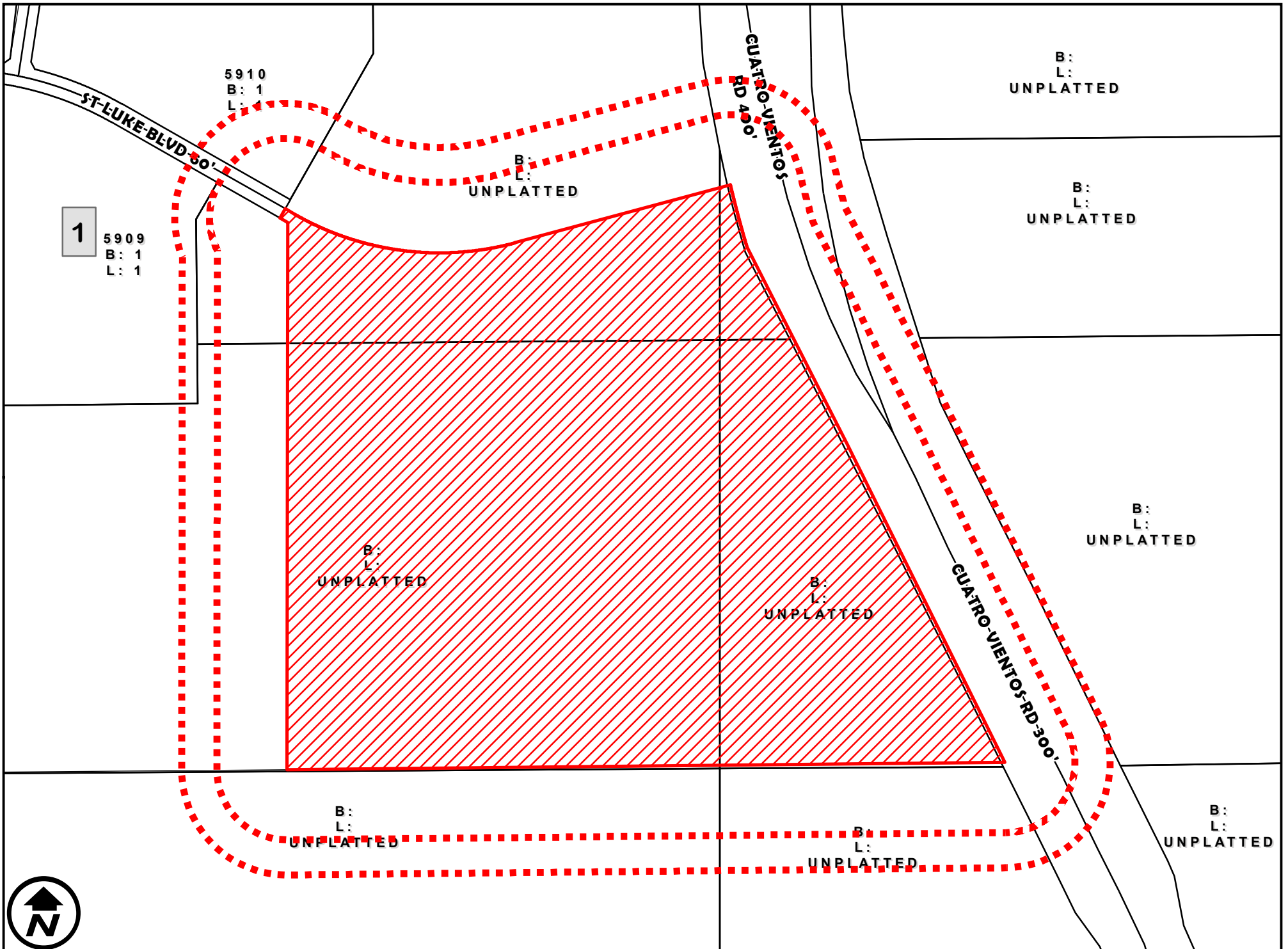
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

1 inch = 350 feet

SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD

AG (AGRICULTURAL DISTRICT)





1
5909
B: 1
L: 1

5910
B: 1
L:

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UNPLATTED

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SURVEY MAP

ZC-061-2024

APPLICATION F 155

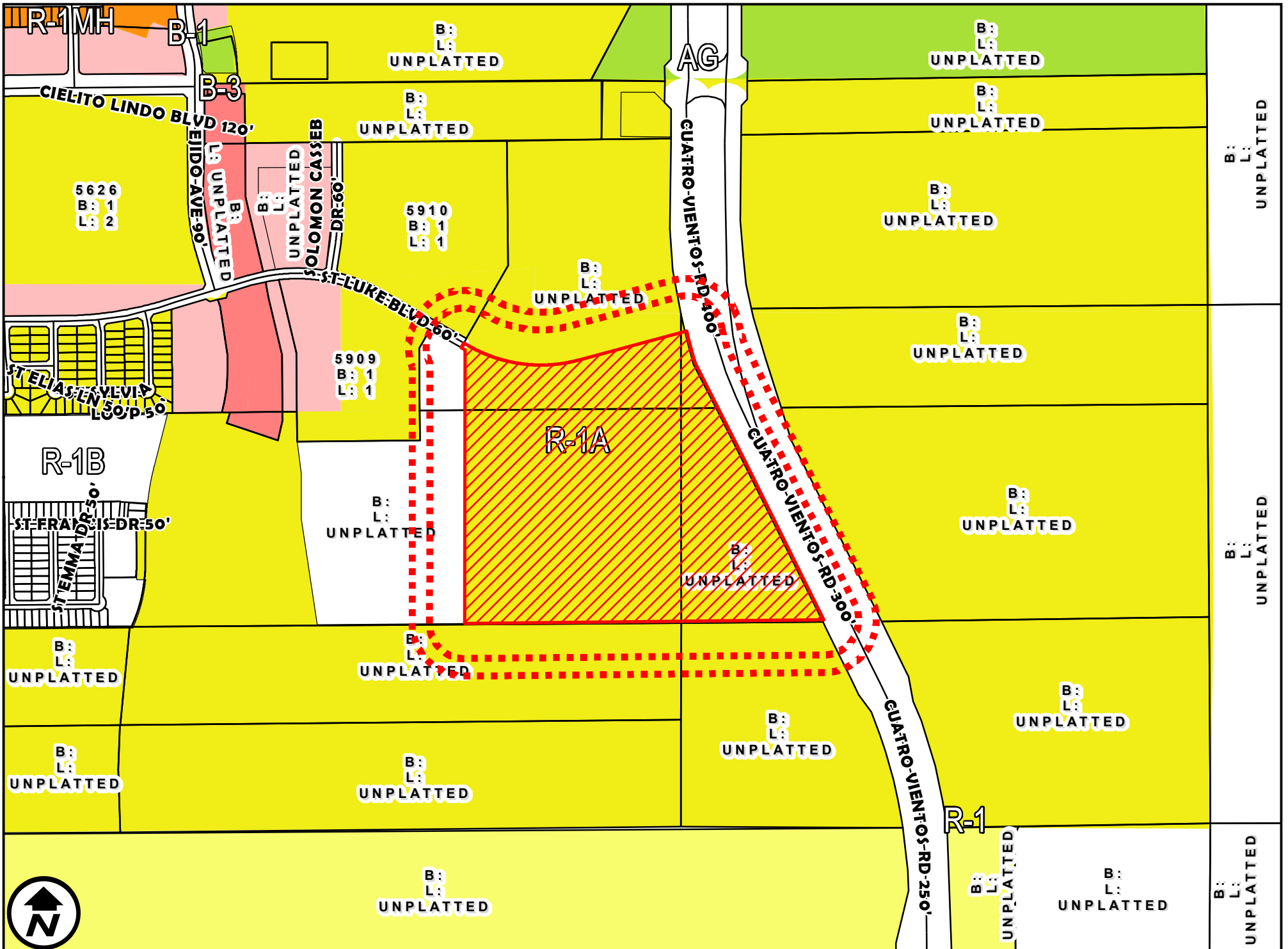
COUNCIL DISTRICT 1

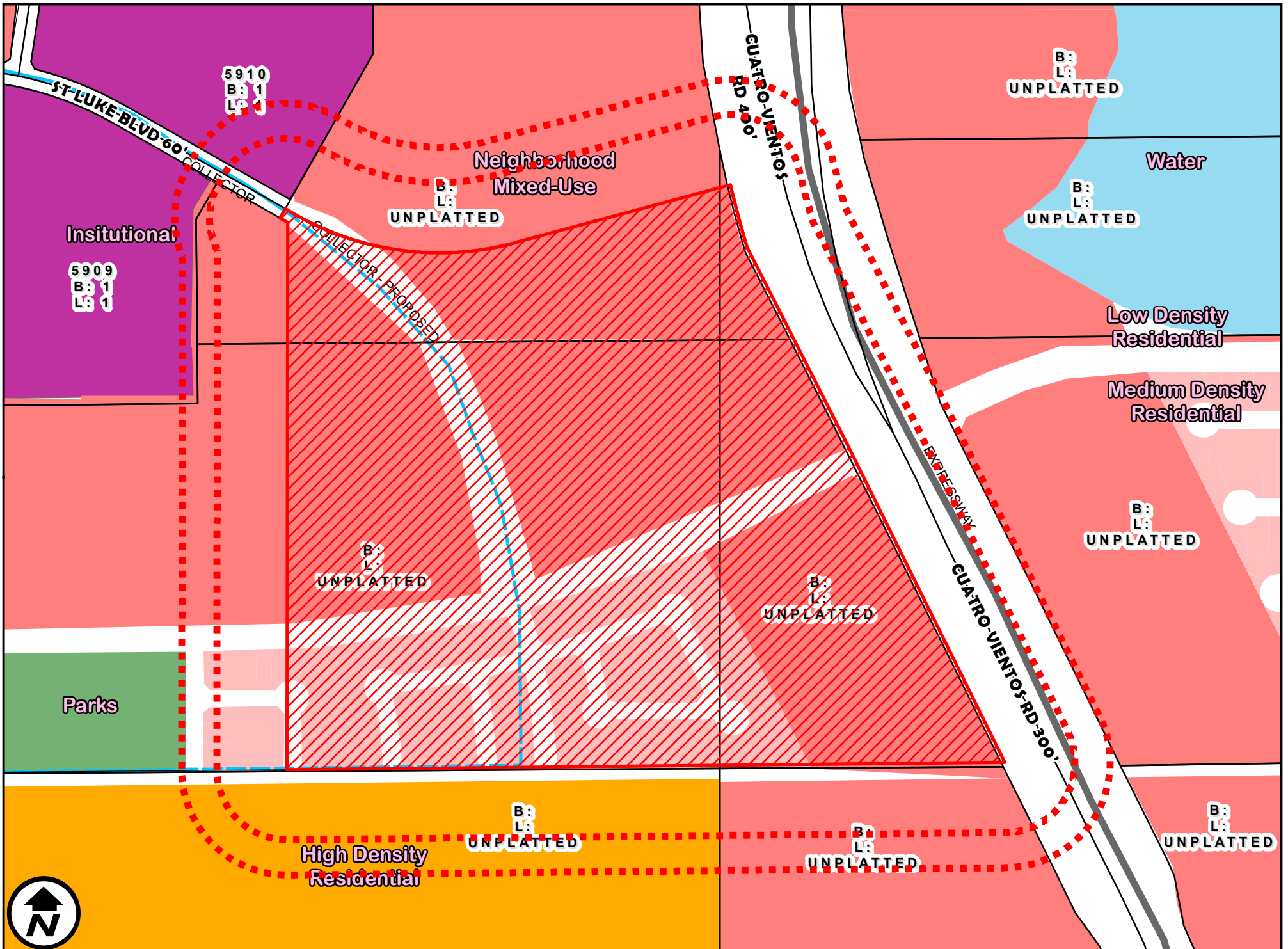
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

1 inch = 350 feet

SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD

AG (AGRICULTURAL DISTRICT)





FUTURE LANDUSE

1 inch = 350 feet

ZC-061-2024

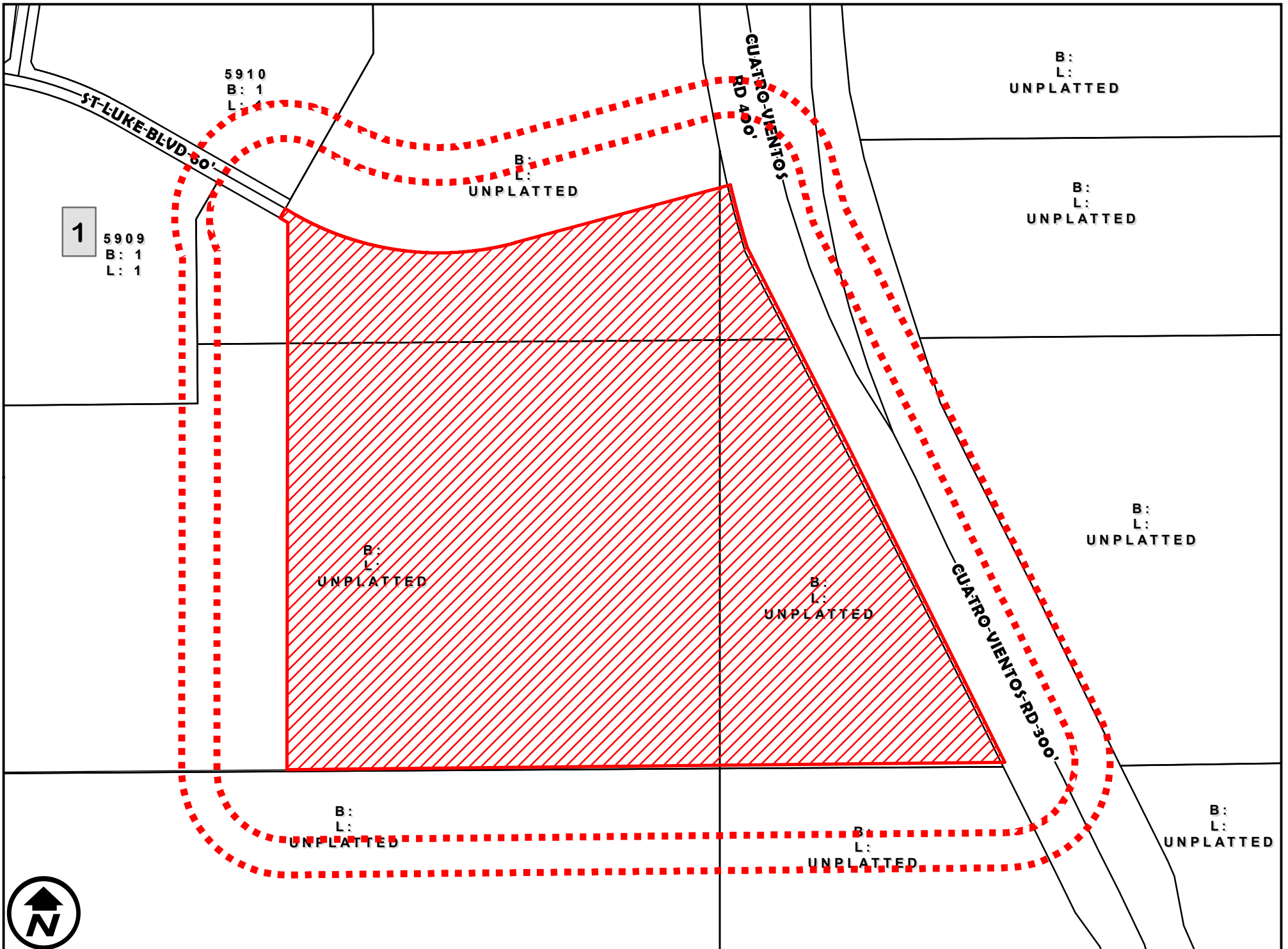
COUNCIL DISTRICT 1

SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F 157

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

AG (AGRICULTURAL DISTRICT)



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200' AND 300' NOTIFICATION

ZC-061-2024

APPLICATION F 158

COUNCIL DISTRICT 1

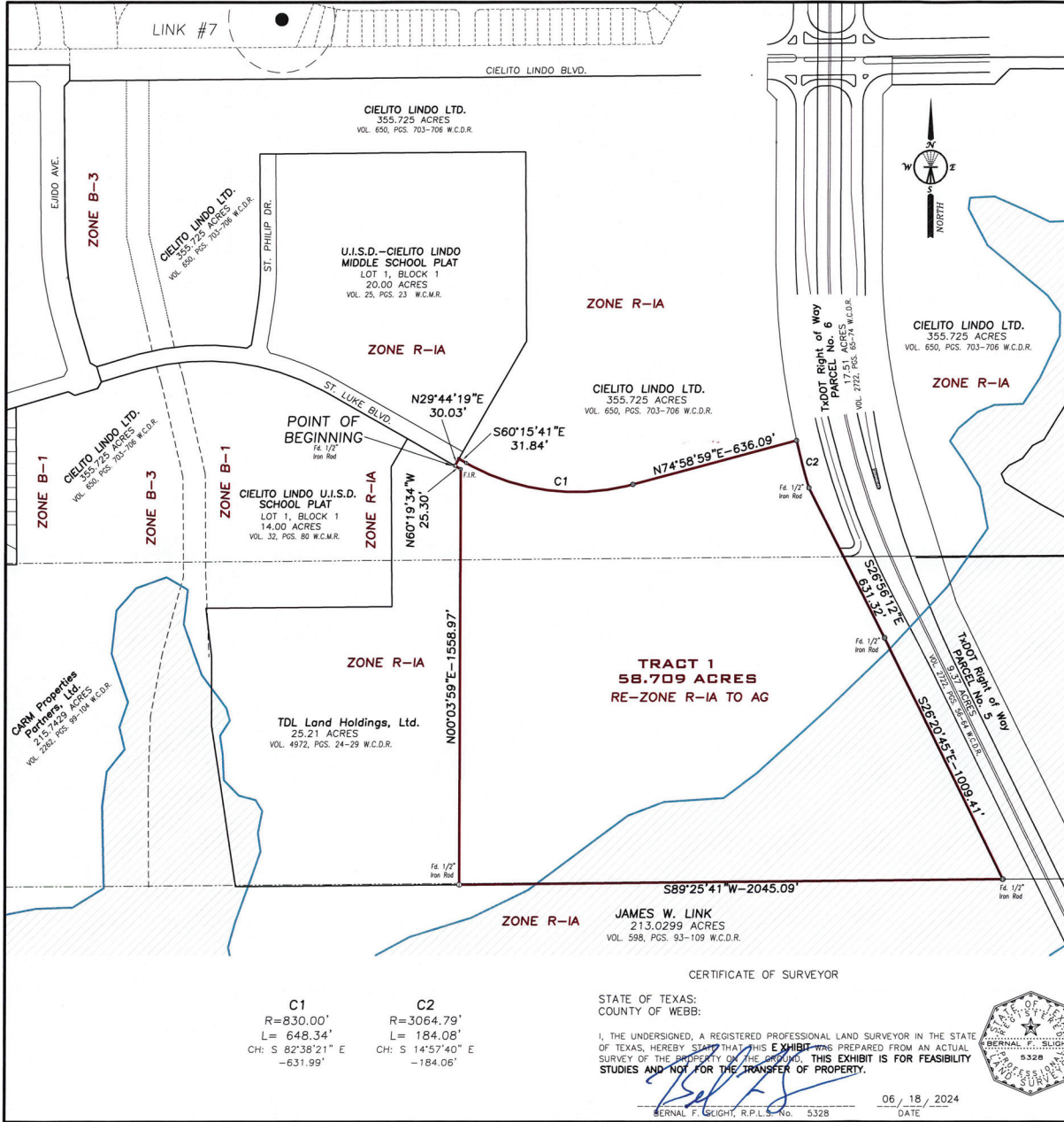
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

1 inch = 350 feet

SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD

AG (AGRICULTURAL DISTRICT)

Exhibit A



LEGAL DESCRIPTION NO. 1

A 58.709 Acre Tract (2,557,380 SF) of land, more or less, situated in Porcion 39, Abstract 250, Jose Antonio Nasario, Original Grantee, City of Laredo, Webb County, Texas. Being partly out of a 355.725 acre tract owned by Cielito Lindo Ltd. as recorded in Volume 650, Pages 703-706 of the Webb County Deed Records, Texas and a 215.7429 acre tract owned by CARM Properties Partner, Ltd. as recorded in volume 2262, pages 99-104 Webb County Deed Records, Texas. This 58.709 acre tract of land being more particularly described as follows;

BEGINNING at a found 1/2" iron rod being the most southeast corner of St. Luke Blvd., as per Plot U.I.S.D.-Cielito Lindo Middle School recorded in volume 32, pg. 80 of the Webb County Map Records, Texas, for the most westerly corner of this tract and the TRUE POINT OF BEGINNING.

THENCE, N 29°44'19" E, along the right of way line of said St. Luke Blvd., a distance of 30.03 FEET to a point at the end & center of said St. Luke Blvd.

THENCE, S 60°15'41" E, a distance of 31.84 FEET to a point being on a curve having a radius of 830.00 feet, chord of S82°38'21"E-631.99 feet;

THENCE, along said curve left an arc length of 648.34 FEET to a point of tangency hereof;

THENCE, N 74°58'59" E, a distance of 636.09 FEET to a point being on the westerly TxDot right of way of Cuatro Vientos Road (Loop 20) known as Parcel No. 6 as recorded in volume 2722, pgs. 65-74, Webb County Deed Records, Texas, for an exterior corner being on a curve having a radius of 3064.79 feet, a chord of S14°57'40"E-184.06 feet;

THENCE, along said curve left and Parcel No. 6 an arc length of 184.08 FEET to a found 1/2" iron rod, for a non-tangent point hereof;

THENCE, S 26°56'12" E, continuing along said Loop 20 right of way passing into said Carm Properties at a distance of 290.26 feet following along a 9.37 acre parcel known as Parcel No. 5 as per volume 2722, pages 56-64 of the Webb County Deed Records, Texas and continuing a total distance of 631.32 FEET to a found 1/2" iron rod, for a deflection hereof;

THENCE, S 26°20'45" E, continuing along said Loop 20 right of way, a distance of 1009.41 FEET to a found 1/2" iron rod, being on the south boundary line of said Carm Properties, for an exterior hereof;

THENCE, S 89°25'41" W, along the south boundary line of said Carm Properties, a distance of 2045.09 FEET to a found 1/2" iron rod being on the southeast corner of a 25.21 acre tract owned by TDB Land Holdings, Ltd. as per volume 4972, pgs. 24-29, Webb County Deed Records, Texas, for the southwest corner hereof;

THENCE, N 00°03'59" E, along the west boundary line of said 25.21 acre tract, a distance of 1558.97 FEET to a found 1/2" iron rod, being an exterior corner of said 25.21 acre tract, for an interior hereof;

THENCE, N 60°19'34" W, continuing along said 25.21 acre tract, a distance of 25.30 FEET to the point of beginning for this 58.709 acre tract of land, more or less, for a Re-Zone to AG.

BASIS OF BEARING ACCORDING TO GPS METHODS,
NAD 83, SOUTH TEXAS ZONE, 4205

HOWLAND
ENGINEERING AND SURVEYING CO.
TYPE Firm Registration No. F-087 / T88, S Firm Registration No. 10064-00
7615 N. Bartlett Avenue / P.O. Box 451128 / (78040) Laredo, TX, 78041
P. 956.722.4411 / F. 956.722.4414
www.howlandcompanies.com



CIELITO LINDO, LTD. & CARM PROPERTIES PARTNER, LTD. 58.608 ACRE TRACT OF LAND RE-ZONE TO AG

DRAWN BY:	B.F.S.
CHECKED BY:	B.F.S.
DRAWN DATE:	06-18-2024
PLOTTED DATE:	
JOB No.	
FILE NAME:	
STATUS:	
AS-BUILT:	
REVISED DATE:	
SCALE:	(24"x36") SHEET
	HOR: 1"=100' VER:
SCALE:	(11"x17") SHEET
	HOR: 1"=200' VER:
SHEET	TOTAL:
1	OF 1

CERTIFICATE OF SURVEYOR

STATE OF TEXAS;
COUNTY OF WEBB:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS EXHIBIT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY OF THE OWNER. THIS EXHIBIT IS FOR FEASIBILITY STUDIES AND NOT FOR THE TRANSFER OF PROPERTY.

[Signature]
BERNAL F. SLIGHT, R.P.L.S. No. 5328

06 / 18 / 2024
DATE



C1
R=830.00'
L= 648.34'
CH: S 82°38'21" E
-631.99'

C2
R=3064.79'
L= 184.08'
CH: S 14°57'40" E
-184.06'

TRACT 1 - RE-ZONE R-1A TO AG

LEGAL DESCRIPTION

A 58.709 Acre Tract (2,557,380 SF) of land, more or less, situated in Porcion 39, Abstract 250, Jose Antonio Nasario, Original Grantee, City of Laredo, Webb County, Texas. Being partly out of a 355.725 acre tract owned by Cielito Lindo Ltd. as recorded in Volume 650, Pages 703-706 of the Webb County Deed Records, Texas and a 215.7429 acre tract owned by CARM Properties Partner, Ltd. as recorded in volume 2262, pages 99-104 Webb County Deed Records, Texas. This 58.709 acre tract of land being more particularly described as follows;

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THENCE, S 60°15'41" E, a distance of 31.84 FEET to a point being on a curve having a radius of 830.00 feet, chord of S82°38'21"E-631.99 feet;

THENCE, along said curve left an arc length of 648.34 FEET to a point of tangency hereof;

THENCE, N 74°58'59" E, a distance of 636.09 FEET to a point being on the westerly TxDot right of way of Cuatro Vientos Road (Loop 20) known as Parcel No. 6 as recorded in volume 2722, pgs. 65-74, Webb County Deed Records, Texas, for an exterior corner being on a curve having a radius of 3064.79 feet, a chord of S14°57'40"E-184.06 feet;

THENCE, along said curve left and Parcel No. 6 an arc length of 184.08 FEET to a found 1/2" iron rod, for a non-tangent point hereof;

THENCE, S 26°56'12" E, continuing along said Loop 20 right of way passing into said Carm Properties at a distance of 290.26 feet following along a 9.37 acre parcel known as Parcel No. 5 as per volume 2722, pages 56-64 of the Webb County Deed Records, Texas and continuing a total distance of 631.32 FEET to a found 1/2" iron rod, for a deflection hereof;

THENCE, S 26°20'45" E, continuing along said Loop 20 right of way, a distance of 1009.41 FEET to a found 1/2" iron rod, being on the south boundary line of said Carm Properties, for an exterior hereof;

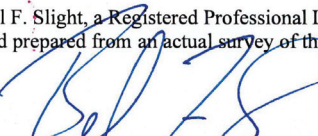
THENCE, S 89°25'41" W, along the south boundary line of said Carm Properties, a distance of 2045.09 FEET to a found 1/2" iron rod being on the southeast corner of a 25.21 acre tract owned by TDB Land Holdings, Ltd. as per volume 4972, pgs. 24-29, Webb County Deed Records, Texas, for the southwest corner hereof;

THENCE, N 00°03'59" E, along the west boundary line of said 25.21 acre tract, a distance of 1558.97 FEET to a found 1/2" iron rod, being an exterior corner of said 25.21 acre tract, for an interior hereof;

THENCE, N 60°19'34" W, continuing along said 25.21 acre tract, a distance of 25.30 FEET to the point of beginning for this 58.709 acre tract of land, more or less, for a Re-Zone to AG.

STATE OF TEXAS:
COUNTY OF WEBB:

I, Bernal F. Slight, a Registered Professional Land Surveyor in the State of Texas, hereby certify that these Field Notes are True and prepared from an actual survey of the property for the purpose of a Re-Zone with the City of Laredo.


Bernal F. Slight, R.P.L.S. No. 5328

06-18-2024

Date





ZC-061-2024
ATTENTION



PROPOSED

ZONE CHANGE

FROM **R-1A** TO **AG**

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 58.709 ACRE TRACT OF LAND (2,557,380 SQUARE FEET) AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF SAINT LUKE BOULEVARD AND WEST OF CUATRO VIENTOS ROAD, FROM R1-A (SINGLE FAMILY REDUCE AREA DISTRICT) TO AG (AGRICULTURE DISTRICT).; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 58.709-acre tract of land (2,557,380 square feet) as further described by metes and bounds in attached Exhibit A, located south of Saint Luke Boulevard and west of Cuatro Vientos Road, from R1-A (Single Family Reduce Area District) to AG (Agriculture District).; 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; 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 August 19, 2024 on the request and finds the zone change 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.

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 is hereby amended by rezoning approximately 58.709 acre tract of land (2,557,380 square feet) as further described by metes and bounds in attached Exhibit A, located south of Saint Luke Boulevard and west of Cuatro Vientos Road, from R1-A (Single Family Reduce Area District) to AG (Agriculture District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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 _____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 8.

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-062-2024
District II

Council District: District 2 **Zone Case:** ZC-062-2024

Letters sent to property owners: 271

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

The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION - Supports

Staff supports the application.

City Council-Regular Meeting

Date: 08/19/2024

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

Initiated By: Cierra Vista Laredo, LLC, Owner;
Pat Murphy, Applicant;
Slay Engineering/Ramiro Ibarra, 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 rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-062-2024

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is residential.

Site: The site is currently vacant undeveloped land

Surrounding land uses: To the north of the site is Lomas Del Sur Boulevard, Econo Lodge, South Gate Commercial Plaza, Rock Fitness Center South, KD's Boutique, and single-family residential uses. To the east of the site is South Ejido Avenue, Centro de Carnes Texas, Dollar tree, Vital-Med Urgent Care, Family Dollar, and single-family residential uses. To the south of the site is Pita Mangana Road, Centeno Elementary School, and mixed-use residential uses. To the west of the site is U.S. Highway 83 (South Zapata Highway), Walmart Supercenter, Wingstop, vacant undeveloped land, Burger King, AT&T Store, Sally Beauty Supply, Gamestop, Subway, Just a Cut, Laredo Care Clinic-South, Peter Piper Pizza, Melrose Fashions, and U.S Border Patrol Training Center.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture and Low Density Residential.

<https://www.openlaredo.com/planning/2017-Comprehensive-Plan-Viva-Laredo.pdf#page=39>

Transportation Plan: The Long Range Thoroughfare Plan identifies Pita Mangana Road as a Minor Arterial.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 271

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the predominant Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which includes R-1B zoning districts.
2. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single Family High Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.
3. The proposed zone change is in character with the surrounding land uses. The property abuts residential uses to the north and east of the site.

Staff **supports** the application.

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?

No. There are residential uses to the north and east of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. The proposed zone change will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

No. it is not anticipated to have a negative impact in the surrounding area or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing zones do not allow for a single family high density residential uses intended by the applicant.

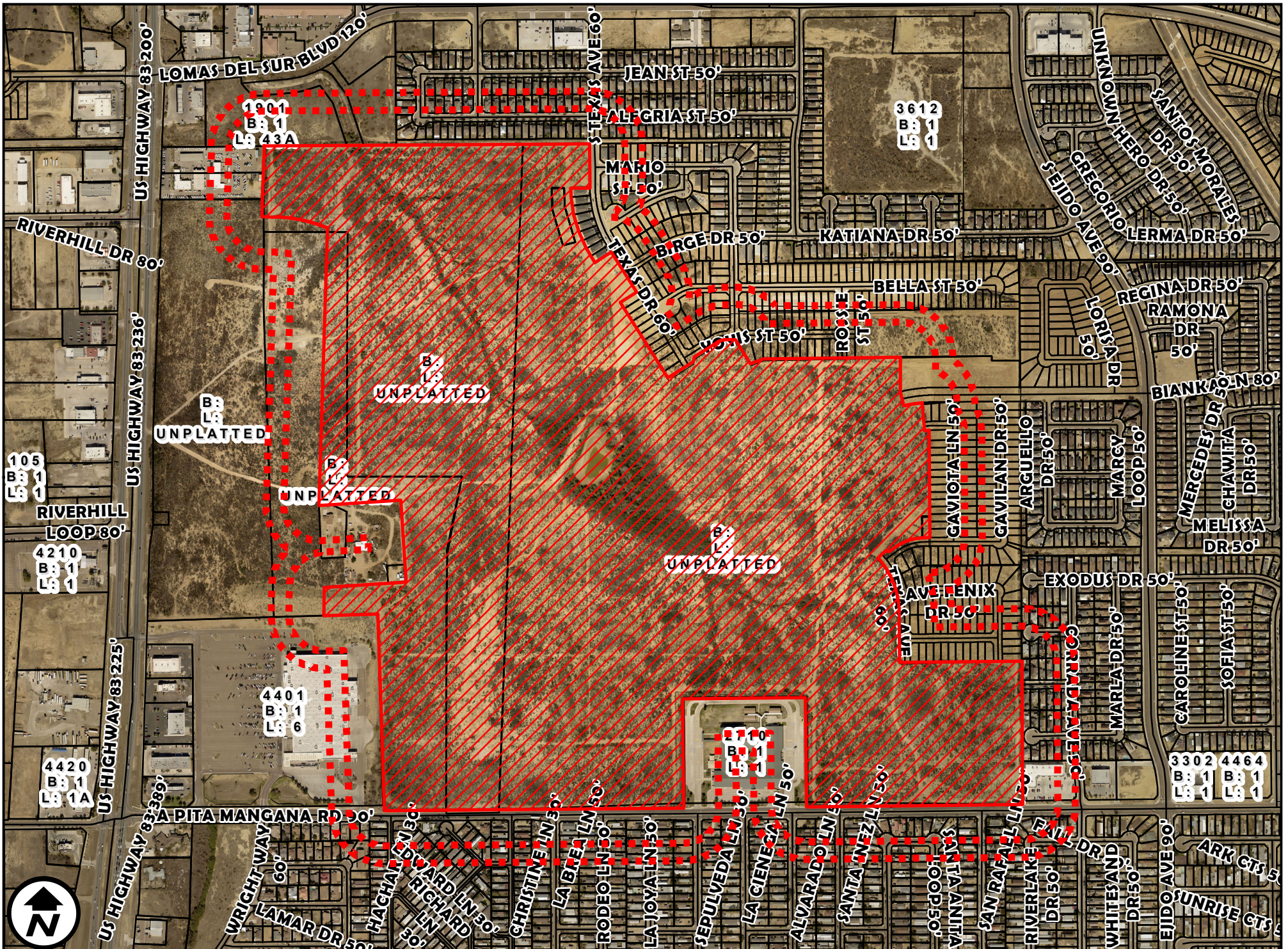
Attachments

Maps

Survey, Metes, and Bounds

Zone Change Signage

Draft Ordinance



AERIAL MAP

ZC-062-2024

APPLICATION

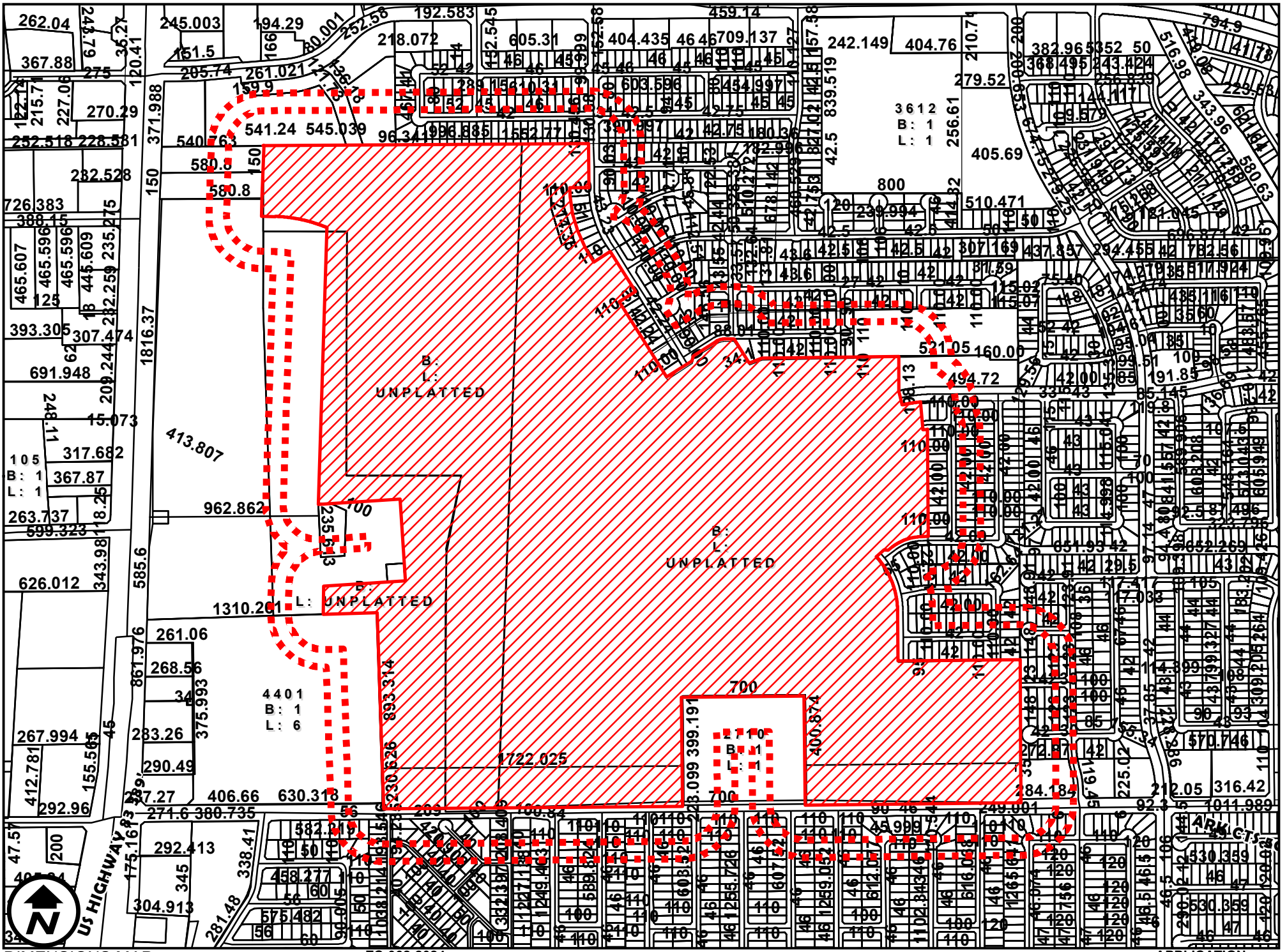
COUNCIL DISTRICT 2

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT) **167**

NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83

AND 4016 COLIBRI DRIVE

1 inch = 700 feet



DIMENSIONS MAP

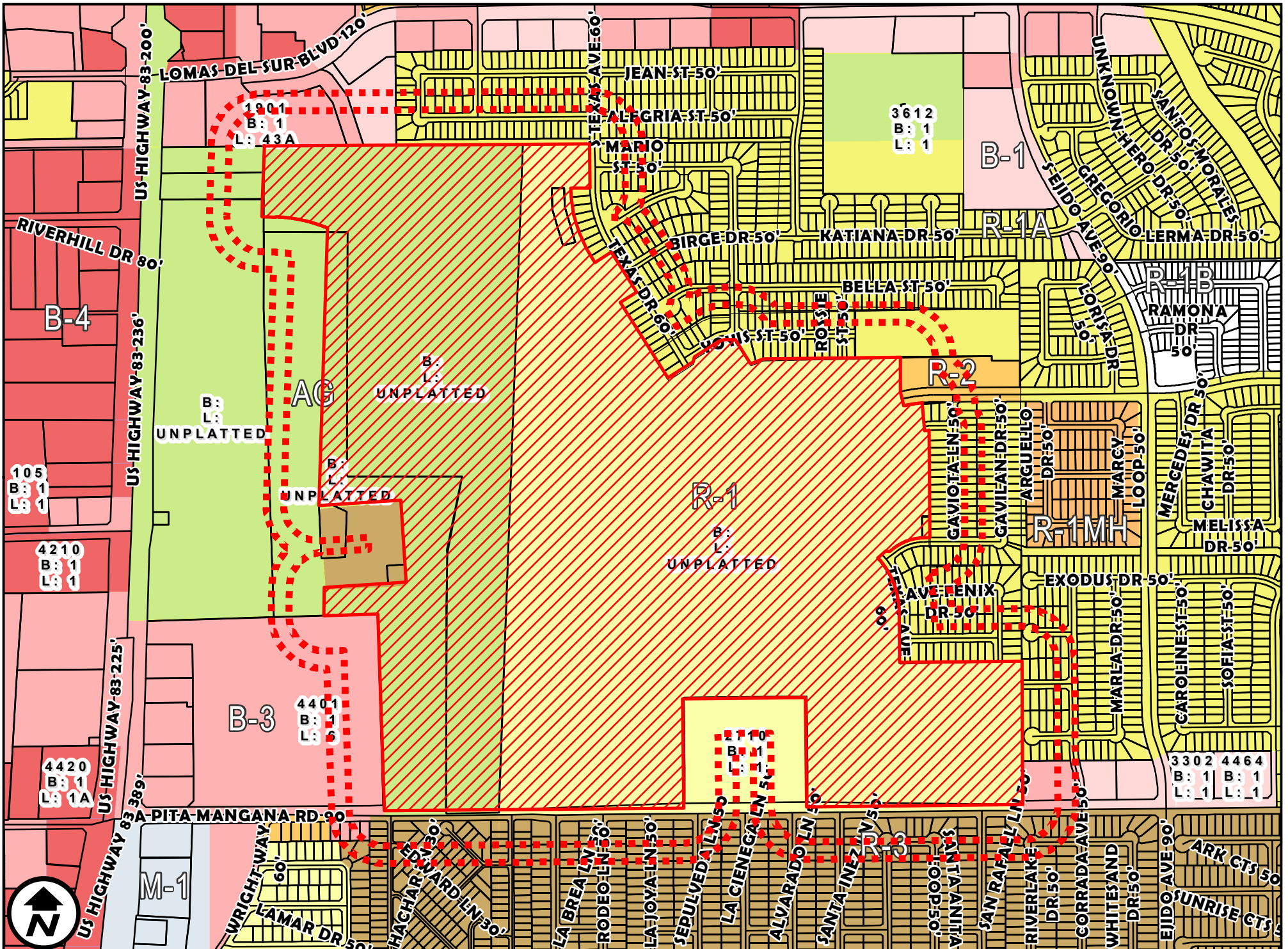
ZC-062-2024

APPLICATION

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT) 168

1 inch = 700 feet



ZONING MAP

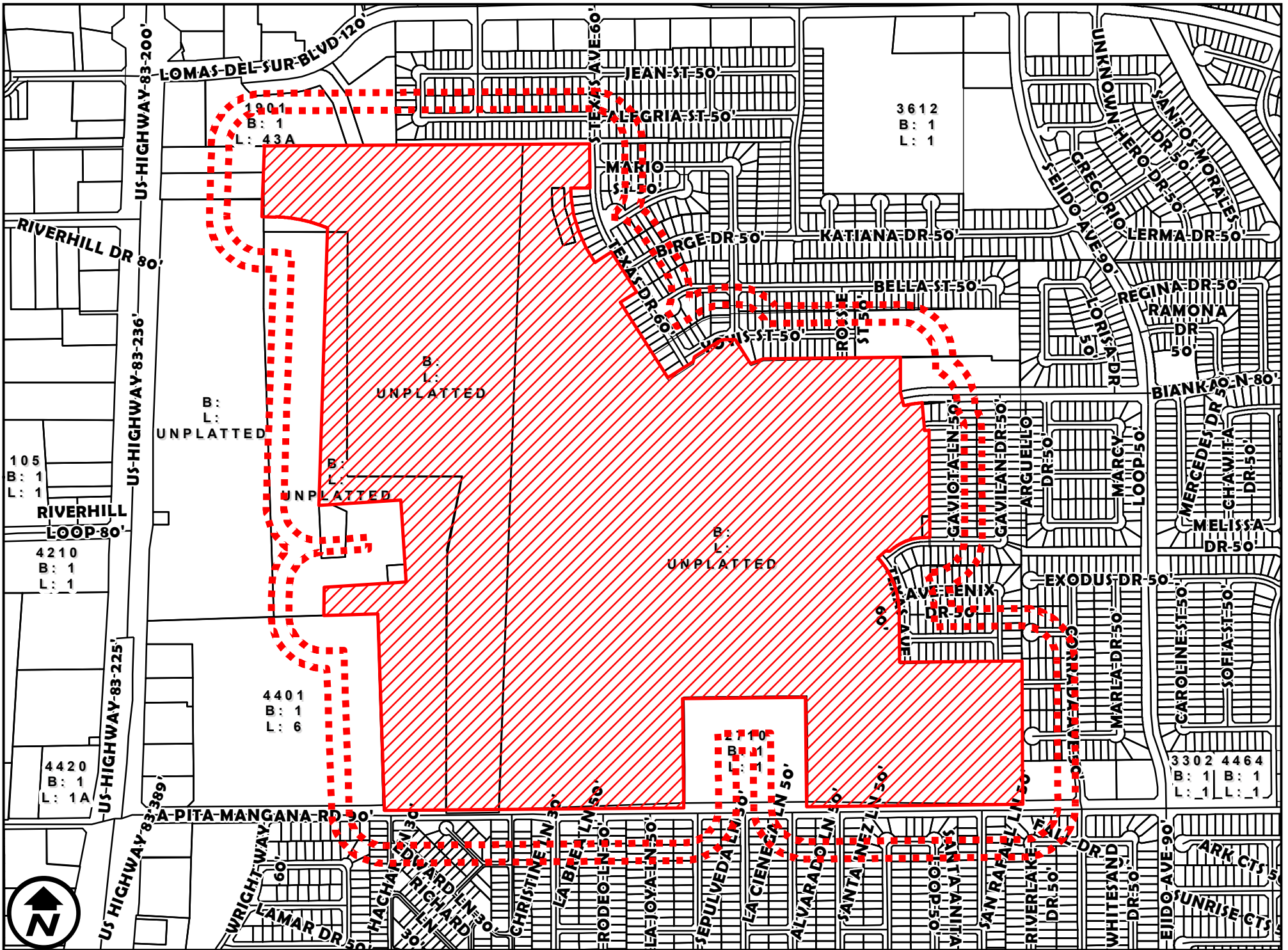
ZC-062-2024

APPLICATION 169

1 inch = 700 feet

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT), R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO



SURVEY MAP

ZC-062-2024

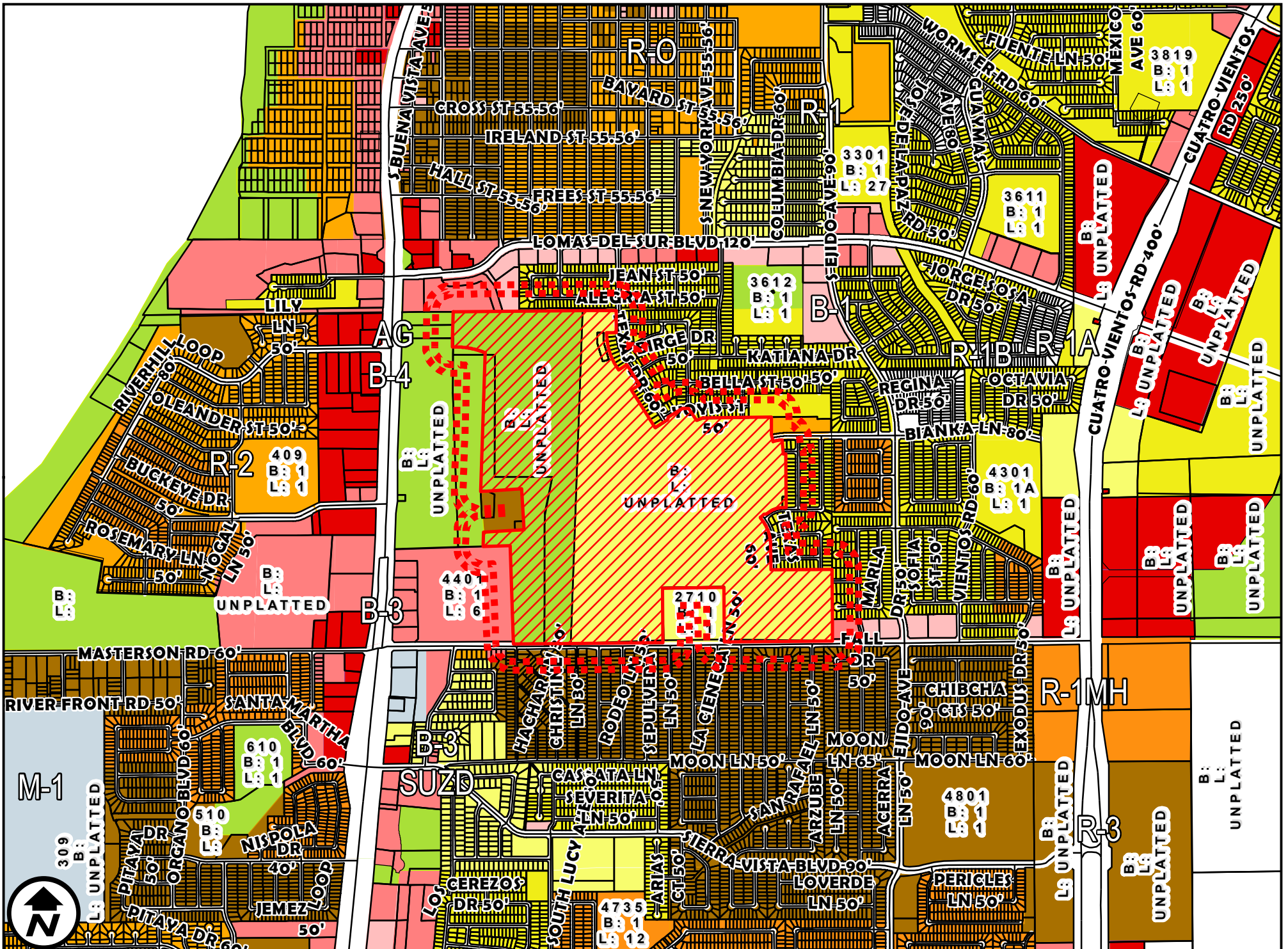
APPLICATION

170

1 inch = 700 feet

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



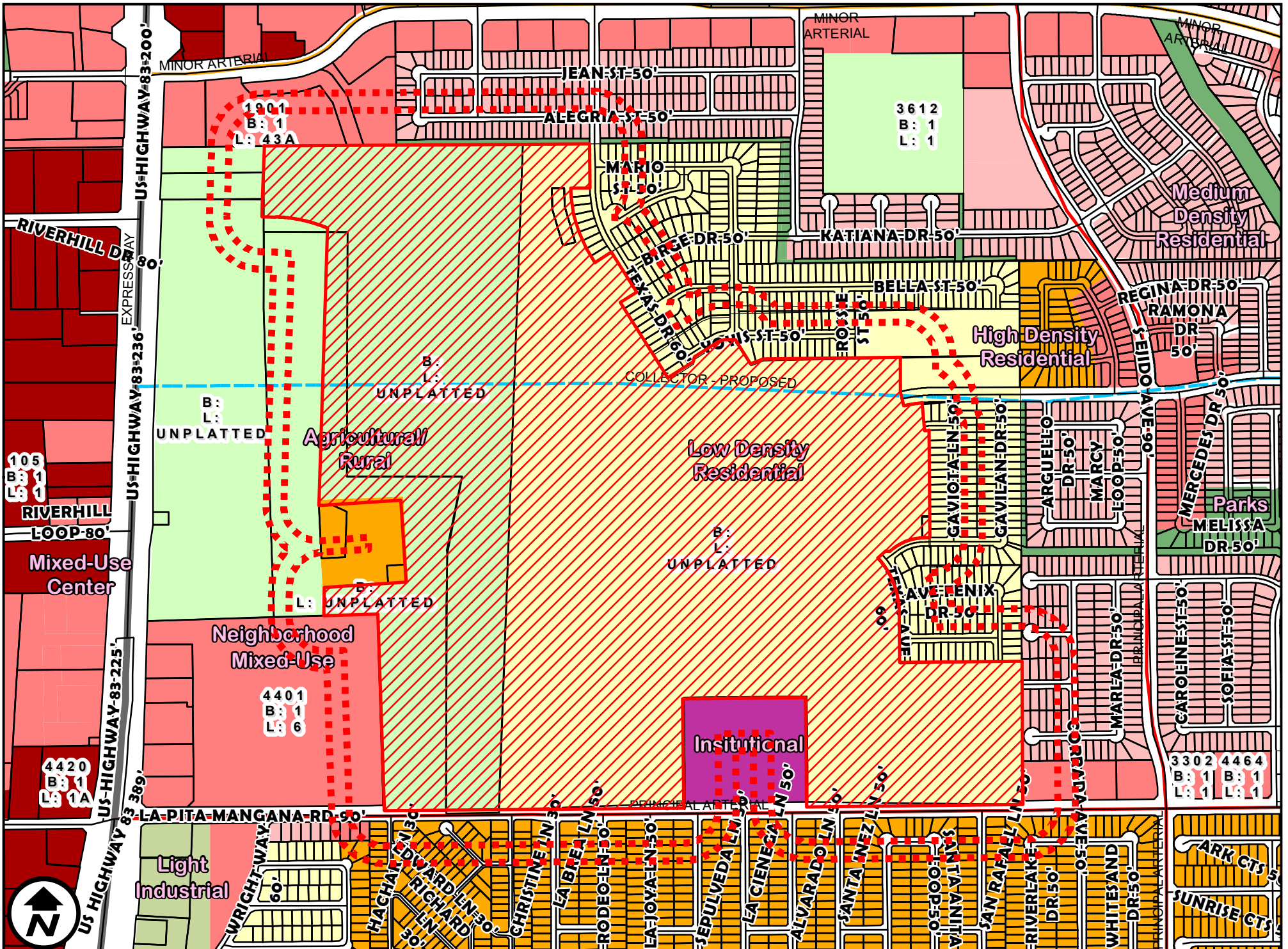
ZONING OVERVIEW

ZC-062-2024

1 inch = 1,400 feet

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

APPLICATION 171
 R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



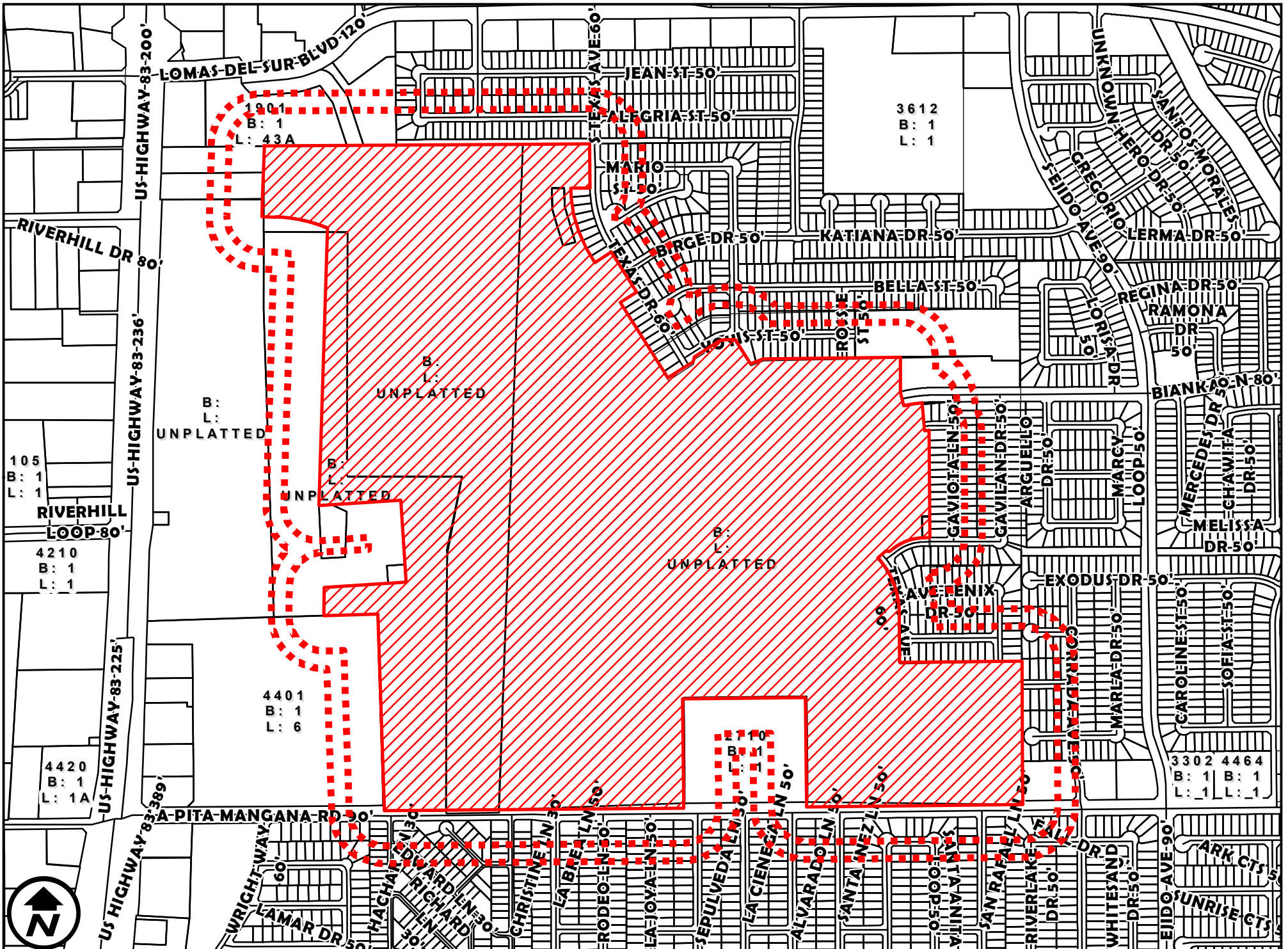
FUTURE LANDUSE

1 inch = 700 feet

ZC-062-2024

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT), R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT) AND AG (AGRICULTURAL DISTRICT) APPLICATION 172



200' AND 300' NOTIFICATION

ZC-062-2024

APPLICATION 173

1 inch = 700 feet

COUNCIL DISTRICT 2
 NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
 AND 4016 COLIBRI DRIVE

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

Exhibit A

ZONE CHANGE SURVEY OF 234.4516 ACRES, MORE OR LESS

BEING OUT OF
A 291.17 ACRE TRACT OF LAND (CALLED), RECORDED IN VOLUME 5351, PAGES 186-201
OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
AND LOT 15, BLOCK 3 OF VISTA DEL SUR SUBDIVISION PHASE III
RECORDED IN VOLUME 42, PAGES 84-85
PLAT RECORDS OF WEBB COUNTY, TEXAS
SITUATED IN PORCION 35, ABSTRACT 546, ORIGINAL GRANTEE, JOSE M. DIAS
SURVEY 2149, ABSTRACT 594, ORIGINAL GRANTEE R.H. RAINS
AND PORCION 36, ABSTRACT 473, ORIGINAL GRANTEE LAUREANO SALINAS WEBB
COUNTY, TEXAS

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	55.29	100.00'	31.68°	28.37'	N73°31'41"E	54.59'
C2	195.27	780.00'	73.94°	52.72'	S88°47'02"W	165.19'
C3	26.71	300.00'	2.46°	12.88'	S89°39'48"W	26.71'
C4	178.52	235.00'	37.19°	83.52'	N10°51'44"E	175.40'
C5	338.44	470.00'	41.26°	179.93'	N21°19'53"W	335.18'
C6	305.75	840.00'	20.86°	154.59'	N77°47'51"W	304.07'

Line Table		
LINE	BEARING	LENGTH
L1	S89°33'49"W	110.00'
L2	N2°28'09"W	51.00'
L3	N8°33'45"W	102.00'
L4	N16°41'09"W	102.00'
L5	N24°54'52"W	102.12'
L6	N32°19'44"W	94.78'
L7	S2°41'19"W	110.00'
L8	S27°54'42"E	270.00'
L9	N27°41'16"E	110.00'
L10	S2°41'19"W	170.00'
L11	S12°41'19"W	28.28'
L12	N2°41'16"E	153.60'
L13	N89°22'07"E	51.67'
L14	S32°18'44"E	162.12'
L15	N68°38'00"E	79.01'

Line Table		
LINE	BEARING	LENGTH
L16	N13°11'03"W	80.00'
L17	N5°14'35"W	160.00'
L18	S89°37'35"W	35.88'
L19	N52°25'53"E	33.28'
L20	S84°19'53"E	21.85'
L21	N48°05'22"E	60.00'
L22	S88°59'45"W	306.59'
L23	N1°02'05"E	160.00'
L24	N85°12'40"W	75.30'
L25	N13°35'56"E	101.00'

SURVEY NOTES:
1.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

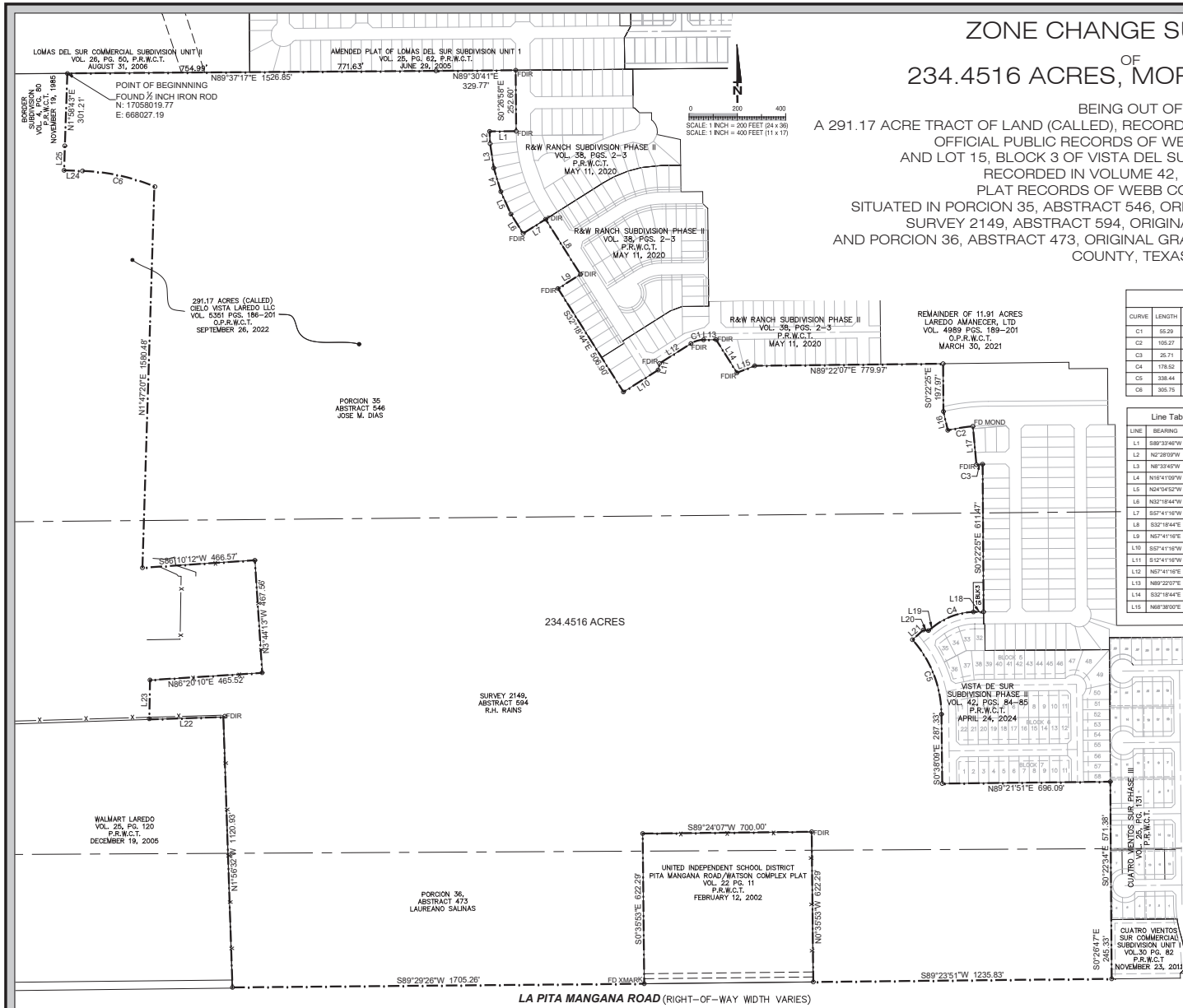
BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

Robert J. Gilpin
6.11.24

GILPIN
ENGINEERING COMPANY

DATE: 6-10-24
 REVISION: 6-20-24

234.4516 ACRES
 LAREDO, TEXAS
 ZONE CHANGE
 BOUNDARY SURVEY

PROJECT: 234.4516 ACRES
 SHEET NO. 1 OF 1

© 2024 R.J. GILPIN, P.L.L.C.

STATE OF TEXAS*
 COUNTY OF WEBB*
234.4516 ACRES

FIELD NOTES DESCRIBING A 234.4516 ACRE PARCEL, MORE OR LESS, BEING OUT OF A 291.17 ACRE TRACT (CALLED), RECORDED IN VOLUME 5351, PAGES 186-201, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS AND LOT 15 OF BLOCK 3, VISTA DE SUR SUBDIVISION PHASE II, RECORDED IN VOLUME 42, PAGE 84-85, PLAT RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED PARCEL SITUATED IN PORCION 35, ABSTRACT 546, ORIGINAL GRANTEE JOSE M. DIAS, SURVEY 2149, ABSTRACT 594, ORIGINAL GRANTEE R.H. RAINS AND PORCION 36, ABSTRACT 473, ORIGINAL GRANTEE LAUREANO SALINAS, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod, being the most northerly northwest corner of said 291.17 Acre Tract, same being the northeasterly corner of Border Subdivision, recorded in Volume 4, Page 80, Plat Records of Webb County, Texas, situated on the southerly boundary line of Lomas del Sur Commercial Subdivision, Unit II, for the **POINT OF BEGINNING** of this 234.4516 Acre Parcel, and the **northwesterly corner** hereof;

Thence, N89°37'17"E, with the northerly line of said 291.17 Acre Tract same being the northerly line of herein described parcel, a distance of 1,526.85 feet, for a point of deflection hereof;

Thence, N89°30'41"E, with the northerly line of said 291.17 Acre Tract same being the northerly line of herein described parcel, a distance of 329.77 feet, for the **northeasterly corner** hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

S0° 26' 58"E, a distance of 252.60 feet;
 S89° 33' 46"W, a distance of 110.00 feet;
 S2° 28' 09"E, a distance of 51.05 feet;
 S8° 33' 45"E, a distance of 102.00 feet;
 S16° 41' 09"E , a distance of 102.00 feet;
 S24° 04' 52"E, a distance of 102.10 feet;
 S32° 18' 44"E, a distance of 94.78 feet;
 N57° 41' 16"E, a distance of 110.00 feet;
 S32° 18' 44"E, a distance of 270.00 feet;
 S57° 41' 16"W, a distance of 110.00 feet;
 S32° 18' 44"E, a distance of 506.90 feet;
 N57° 41' 16"E, a distance of 170.00 feet;
 N12° 41' 16"E, a distance of 28.28 feet;

Thence N57° 41' 16"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 153.60 feet, for a point of curvature hereof;

Thence along a curve to the right, with a chord bearing N73° 31' 41"E, 54.59 feet, subtended by an arc having a radius of 100.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 55.29 feet, for a point of tangency hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

N89° 22' 07"E, a distance of 51.57 feet;
S32° 18' 44"E, a distance of 162.13 feet;
N68° 38' 00"E, a distance of 79.01 feet;
N89° 22' 07"E, a distance of 779.97 feet;
S0° 22' 25"E, a distance of 197.97 feet;

Thence, S13° 11' 03"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 80.00 feet, for an interior corner hereof;

Thence, along a curve to the right, with a chord bearing N80°47'02"E, 105.19 feet, subtended by an arc having a radius of 760.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 105.27 feet, for an exterior corner hereof;

Thence, S5° 14' 52"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 160.00 feet, for an interior corner hereof;

Thence, along a curve to the right, with a chord bearing N85° 58' 48"E, 25.71 feet, subtended by an arc having a radius of 600.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 25.71 feet, for an exterior corner hereof;

Thence, S00°22'25"E, with the easterly line herein described parcel, a distance of 611.47 feet, for an interior corner hereof;

Thence, S89° 37' 35"W, with the easterly line of herein described parcel, a distance of 35.88 feet, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing S71° 01' 44"W, 175.40 feet, subtended by an arc having a radius of 275.00 feet, with the easterly line of herein described parcel, a distance of 178.52 feet, for a point of tangency hereof;

Thence S52° 25' 53"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 33.28 feet, for a point of deflection hereof;

Thence N84° 19' 33"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 21.85 feet, for a point of deflection hereof;

Thence S48° 06' 22"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 60.00 feet, for a point of deflection hereof;

Thence, along a curve to the left, with a chord bearing S21° 15' 53"E, 331.18 feet, subtended by an arc having a radius of 470.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 338.44 feet, for a point of tangency hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

S0° 38' 09"E, a distance of 287.33 feet;
 N89° 21' 51"E, a distance of 696.09 feet;
 S0° 22' 34"E, a distance of 571.38 feet;

Thence, S0° 26' 47"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 245.33 feet being the southeasterly corner of said 291.17 Acre Tract, situated on the northerly Right-of-Way line of La Pita Mangana Road, for the southeasterly corner hereof;

Thence along the southerly line of said 291.17 Acre Tract, same being the southerly line of herein described parcel, for the following points of deflection hereof;

S89° 23' 51"W, a distance of 1,235.83 feet;
 N0° 35' 53"W, a distance of 622.29 feet;
 S89° 24' 07"W, a distance of 700.00 feet;
 S0° 35' 53"E, a distance of 622.29 feet;

Thence, S89° 29' 26"W, with the common boundary between said La Pita Mangana Right-of-Way and said 291.17 Acre Tract, same being the southerly line of herein described parcel, a distance of 1,705.26 feet, for the southwesterly corner hereof;

Thence, with the westerly line of herein described parcel, for the following points of deflection hereof;

N1° 56' 32"W, a distance of 1,120.93 feet;
 S88° 05' 45"W, a distance of 306.59 feet;
 N1° 02' 20"E, a distance of 163.20 feet;
 N86° 20' 10"E, a distance of 465.52 feet;
 N3° 44' 13"W, a distance of 467.56 feet;
 S86° 10' 12"W, a distance of 466.57 feet;

Thence, N1° 47' 20"E, with the westerly line of herein described parcel, a distance of 1,580.48 feet, for an interior corner hereof;

Thence, along a curve to the left, with a chord N77°47'01"W, 304.07 feet, subtended by an arc having a radius of 840.00 feet, with the westerly line of herein described parcel, a distance of 305.75 feet, for a point of tangency hereof;

Thence, N88° 12' 40"W, with the westerly line of herein described parcel, a distance of 76.39 feet, for an exterior corner hereof;

Thence, N1° 37' 56"E with the westerly line of herein described parcel, a distance of 101.03 feet, for a point of deflection hereof;

Thence, N1° 58' 43"E, with the westerly line of herein described parcel, a distance of 301.21 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 234.4516 Acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



6-19-24





ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 234.4516 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A AND LOT 15, BLOCK 3, VISTA DEL SUR SUBDIVISION, PHASE III, LOCATED NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83, AND 4016 CALIBRI DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT), AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY RESIDENTIAL DISTRICT).; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District); 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, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; 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 August 19, 2024 on the request and finds the zone change 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.

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 is hereby amended by rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: 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 _____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 9.

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Fiscal Year 2023-2024 Health and Benefits Fund by appropriating a drawdown of \$1,000,000 from its opening balance and appropriating it for medical claims.

PREVIOUS COUNCIL ACTION

On September 18, 2023, the City Council adopted the annual budget for Fiscal Year 2023-2024.

BACKGROUND

Health claims are projected to exceed appropriation by \$1,000,000 for the current Fiscal Year 2023-2024. The drawdown of fund balance will provide the necessary appropriation to continue operation during the current fiscal year.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce this Ordinance.

Fiscal Impact

Fiscal Year: 2023-2024
Budgeted Y/N?: Y
Source of Funds: Health & Benefits Fund
Account #: 660-2035-513-9727
Change Order: Exceeds 25% Y/N: [Click or tap here to enter text.](#)

FINANCIAL IMPACT:

[Click or tap here to enter text.](#)

Health and Benefits Fund	Annual Budget FY 2023-2024	Proposed Amendment	Amended Budget FY 2023-2024
Opening Balance	\$9,291,222	-\$1,000,000	\$8,291,222
Health Medical Claims	\$24,436,445	\$1,000,000	\$25,436,445

ORDINANCE NO. 2024-O-

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO FISCAL YEAR 2023-2024 HEALTH AND BENEFITS FUND BY APPROPRIATING A DRAWDOWN OF \$1,000,000 FROM ITS OPENING BALANCE AND APPROPRIATING IT FOR MEDICAL CLAIMS.

WHEREAS, on September 18, 2023, City Council adopted the Fiscal Year 2023-2024 annual budget: and

WHEREAS, Health claims are projected to exceed appropriation by \$1,000,000 for the current Fiscal Year 2023-2024. The drawdown of fund balance will provide the necessary appropriations to continue operation during the current fiscal year.

WHEREAS, the total amount of \$1,000,000 is needed to continue providing the necessary funding, the proposed budget amendment is hereby proposed.

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

Section 1. Health and Benefits fund is hereby amended as follows:			
	Annual Budget FY 2023-2024	Proposed Amendment	Amended Budget FY 2023-2024
Health and Benefits Fund:			
Opening Balance	\$9,291,222	-\$1,000,000	\$4,291,222
Health Medical Claims	\$24,436,445	\$1,000,000	\$25,436,445

Section 2. 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 TREVIÑO
MAYOR

ATTEST:

MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Public Hearing & Introductory Ordinance 10.

SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY 2024 Capital Improvement Fund by appropriating revenues and expenses in the amount of \$172,658.20 for the agreement between the City of Laredo and Armadillo Construction Company, Ltd. for Springfield Avenue Extension Phase 2 Project to extend Springfield Ave. along the east boundary of Shiloh Highland Subdivision Phase 1 (North of International Blvd.).

PREVIOUS COUNCIL ACTION

On June 18, 2018, City Council authorized the City Manager to enter into an agreement with Armadillo Construction Company, Ltd. wherein Armadillo will provide the City construction funds in the amount of \$172,658.20 (representing 1/2 of road construction costs of a local street) and right-of-way to extend Springfield Avenue along the east side of Shiloh Highland Subdivision Phase 1 (North of International Blvd.) pursuant to 3-2.A of the Laredo Subdivision Ordinance and providing for the placement of the road construction project in the City's Capital Improvement Program (CIP) within two years of the effective date of this agreement. If the road is not constructed within ten years, the funds will be returned to Armadillo Construction Company.

BACKGROUND

Armadillo Construction Co. Ltd. seeks participate in 1/2 of the cost a local street section extending Springfield Ave. along the east boundary of its Shiloh Highland Subdivision Phase 1 (North of International Blvd.).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Capital Improvement Fund
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Revenues SP2408

Contribution 402-0000-372-1000

Expenses

Improvement 402-2790-535-9301



CITY OF LAREDO PLANNING DEPARTMENT

July 20, 2018

Mr. Oscar Dominguez
Director of Land Development
Armadillo Homes
3602 Paesanos Parkway, suite 200
San Antonio, Texas 78231

Ref: Springfield Avenue Extension Agreement

Mr. Dominguez:

Enclosed, please find one signed original of the above referenced agreement between the City of Laredo and Armadillo Construction Company, Ltd. As you know, within ten days of the recording of the Shiloh Highland Subdivision the payment of \$172,658.20 should be forwarded to the City. Thank you for your patience and partnership in this matter.,

Respectfully,

Nathan R. Bratton
Director

Encl.

Cc: Mr. Buck Benson
Benson Jones PLLC
745 E. Mulberry, Suite 550
San Antonio, Texas 78212

STATE OF TEXAS §

COUNTY OF WEBB §

AGREEMENT
Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave. North of International Blvd.

Pursuant to 3-2.A of the City of Laredo Subdivision Ordinance

This Agreement, which has been approved by the Laredo City Council on June 18th, 2018, is made between Armadillo Construction Company, Ltd., (hereinafter "ARMADILLO") and CITY OF LAREDO (hereinafter "CITY"), relating to the Shiloh Highland Subdivision Master Plan presently owned by ARMADILLO, and as depicted in the attached Exhibit A, incorporated herein as if set out in full for all intents and purposes.

WHEREAS, ARMADILLO is the owner of a 25.29 acre tract known as the Shiloh Highland Subdivision (the "Property"); and

WHEREAS, ARMADILLO has submitted to the CITY a plat for Property; and

WHEREAS, a portion of the Property contains the future roadway extension of Springfield Ave.; and

WHEREAS, ARMADILLO does not own all of the right-of-way necessary to extend Springfield Ave., and

WHEREAS, Springfield Ave. is recognized as a minor arterial requiring a 90 foot right-of-way; and

WHEREAS, Section 3-2A of the Laredo Subdivision Ordinance provides:

If the right-of-way or pavement width or base required by the City Comprehensive Plan is in excess of the minimum right-of-way or pavement width, then the subdivider may request the participation of the City in the additional cost of street construction over and above the costs which would be required for residential street construction. In any such instance, a written contract with the City is required as part of the application for final plat approval. Said written contract shall be considered as part of the application for final plat along with the other information and data required by the Subdivision Ordinance.

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

WHEREAS, ARMADILLO has requested City participation in the construction of the proposed extension of Springfield Ave.; and

WHEREAS, coordination of the right-of-way acquisition and construction of the proposed extension of Springfield necessitates CITY's active involvement.

NOW THEREFORE, the parties agree as follows:

1. ARMADILLO shall:

- a. Within ten (10) days of the plat recordation of the Property by City, ARMADILLO shall deposit with the CITY one hundred seventy two thousand six hundred fifty eight and 20/100 dollars (\$172,658.20) which said sum represents one-half of the construction cost (inclusive of labor and materials and a 2% yearly inflation factor for 5 years) (the "Escrowed Funds") for the construction of a local street being 1670 linear feet of 31' curb back to curb back roadway (the "Roadway") as said costs are set out in the attached Exhibit B.

The funds set forth in this section are hereinafter referred to as the "Escrowed Funds" and will be deposited in a separate project account of the CITY.

- b. Cooperate with City in the granting of easements that may be needed on land solely owned by ARMADILLO prior to final subdivision plat approval.

2. ARMADILLO further represents and warrants to CITY that:

- a. ARMADILLO is the sole owner in full and complete fee simple title of the Property and the sections of right-of-way identified therein.
- b. The Property is not subject to any liens or encumbrances.
- c. ARMADILLO has full and complete fee simple title to the Property, free and clear of all other easements, restrictions, conditions, exceptions or reservations.
- d. There are no lawsuits pending or, to the best of ARMADILLO'S knowledge, threatened, against or involving ARMADILLO or the Property.
- e. There is no pending or threatened claim affecting the Property.
- f. The Property has not been used for the storage or disposal of any hazardous or toxic materials.
- g. There are no third parties in possession of the Property as lessees, tenants at sufferance, or trespassers; there are no leases, licenses or other agreements relating to the use, occupancy or possession of the Property.

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

h. The signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to dedicate the right-of-way to the CITY pursuant hereto.

3. CITY shall:

a. Within a reasonable time, not to exceed two (2) year from the effective date of this agreement, place the construction of the extension of the portion of the Springfield referred to herein (the "Springfield Extension") in the City of Laredo's Capital Improvement Program (CIP).

b. Be responsible for the acquisition of additional right-of-way necessary to construct the Springfield Extension.

c. Be responsible for the engineering, design and the construction of the Springfield Extension.

d. In its sole discretion determine the length and specification, as well as the phasing, of the Springfield Extension but in no event shall the street be shorter than the extension of Shiloh Rock or, should the developer decide to move the subdivisions east/west connection to the proposed Springfield further south, to Rockpile Creek.

e. Use its best efforts to complete the construction of the Springfield Extension.

f. Use the Escrowed Funds for the sole purpose of engineering, design and construction of the Springfield Extension and which will be deposited in a separate project account of the CITY.

4. Each of the obligations and representations of ARMADILLO and CITY are a material part of the consideration of this agreement. The failure of CITY or ARMADILLO to timely comply with any and all of these obligations shall be considered a breach of and default of this agreement. The parties' only recourse for breach hereunder is the filing of a law suit for specific performance of this agreement.

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

5. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreement that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
6. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
7. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
8. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid to the following:

City of Laredo
Attn: City Manager
1110 Houston St.
Laredo, Texas 78040

With a Copy to

City of Laredo
City Attorney
1110 Houston St.
Laredo, Texas 78040

Armadillo Construction Company, Ltd.
Attn: Mr. Oscar Dominguez
Director of Land Development
Armadillo Construction Company, Ltd.
3602 Paesanos Parkway, Suite 200
San Antonio, Texas 78231

9. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
10. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

11. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
12. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
13. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
14. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
15. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.
16. This Agreement becomes effective when signed by the last party whose signing makes this Agreement fully executed.

ARMADILLO CONSTRUCTION CO. LTD.:


THE CITY OF LAREDO:

**By: Armadillo Management, LLC
General Partner**



**Robert P. Gutierrez
Manager**

Dated: July 10, 2018

By: 

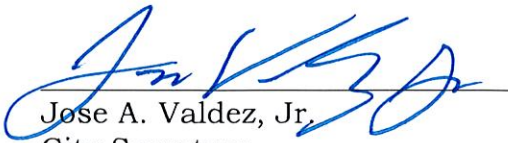
**Name: Horacio De Leon
Title: City Manager**

Dated: July 18, 2018


Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

ATTEST:



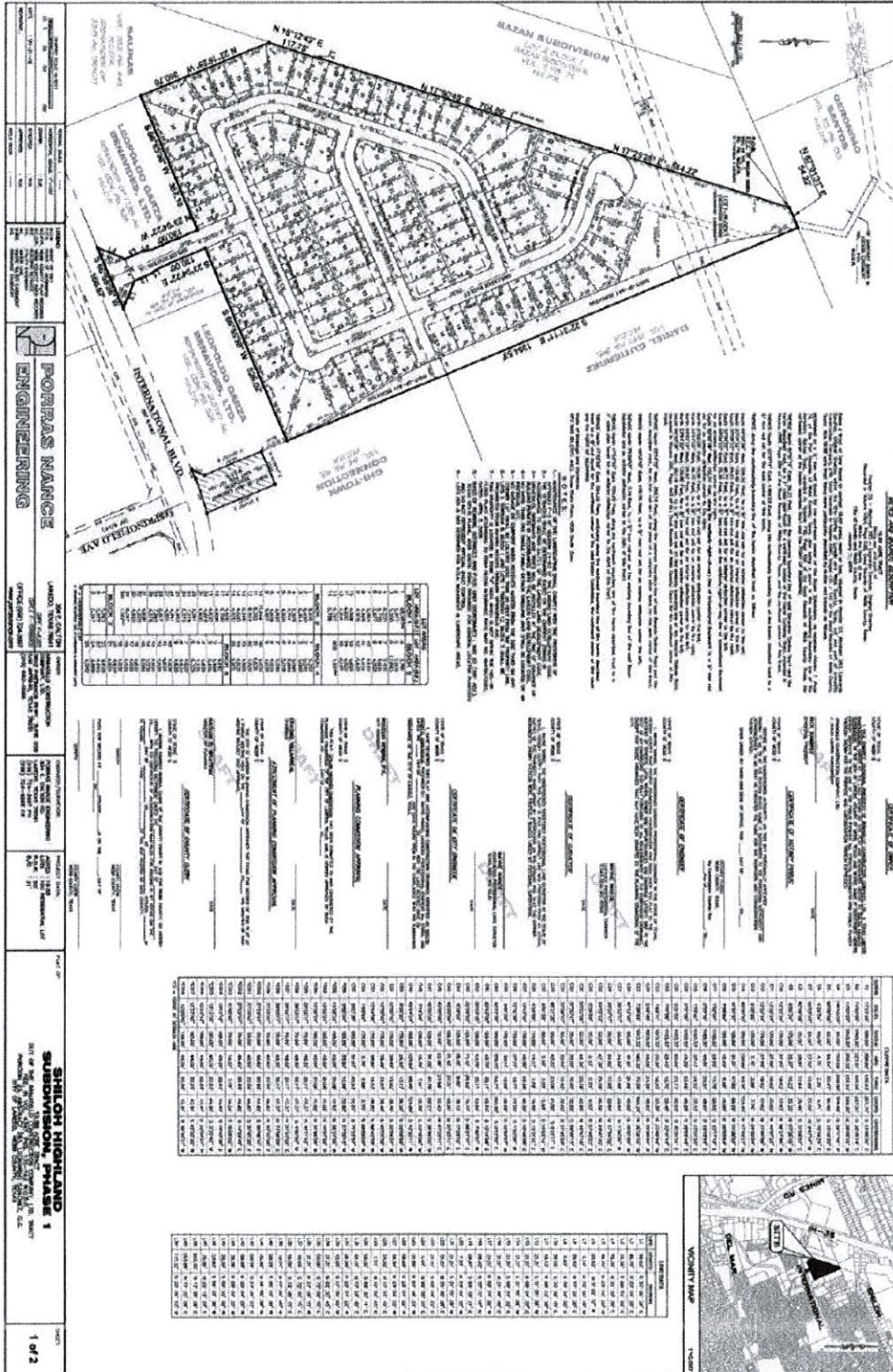

Jose A. Valdez, Jr.
City Secretary

APPROVED:


Kristina Laurel Hale
City Attorney

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

EXHIBIT A



Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

EXHIBIT B

**TABLE 1: PRELIMINARY Estimate of Probable Construction Cost
Springfield Ave North - International Blvd. to Santos South Line
~1670 LF of Local Street (31' B-B)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STREET SYSTEM					
1	Clearing & Grubbing (Haul or Burn) / Remove Fences	2	Acres	\$ 1,000	\$ 2,000
2	Excavation (at natural state)	6,200	C.Y.	\$ 3.50	\$ 21,700
3	Fill w/compaction (for street system)	2,000	C.Y.	\$ 4.50	\$ 9,000
4	2" Type "D" Hot Mix Asphalt Surface	5,000	S.Y.	\$ 8.50	\$ 42,500
5	5" Caliche Flexible Base (1 st Lift)	6,100	S.Y.	\$ 7.00	\$ 42,700
6	5" Caliche Flexible Base (2 nd Lift)	5,000	S.Y.	\$ 7.00	\$ 35,000
7	Prime Coat (MC-30)	5,000	S.Y.	\$ 1.50	\$ 7,500
8	Subgrade Preparation	6,100	S.Y.	\$ 1.50	\$ 9,150
9	5' Concrete Valley Gutter (C&G sep. pay item)	2	Ea.	\$ 3,500	\$ 7,000
10	2' Concrete Curb & Gutter - Type "A" (6")	3,340	L.F.	\$ 13.20	\$ 44,088
SUB-TOTAL					\$ 220,638
SIDEWALKS					
11	Concrete Sidewalks, 4" thickness (crossing at drains included), 4-ft width	4,400	S.F.	\$ 6.50	\$ 28,600
12	Concrete Handicap Ramps, 4" thickness (including detectable warnings, as per City Specs) Single	2	Ea.	\$ 1,000	\$ 2,000
SUB-TOTAL					\$ 30,600
STORM DRAINAGE SYSTEM					
13	Silt Barrier Fence	1,700	L.F.	\$ 4	\$ 6,800
14	Stabilized Construction Entrance	1	Ea.	\$ 1,500	\$ 1,500
SUB-TOTAL					\$ 8,300
STREET SIGNS/LIGHTS					
15	Street Lights - AEP Cost	3	Ea.	\$ 3,500.00	\$ 10,500
16	Stop Sign w/ Street Name	2	Ea.	\$ 600.00	\$ 1,200
17	Type III Barricade w/Dead End Sign	1	Ea.	\$ 450.00	\$ 450
18	Traffic Signs	2	Ea.	\$ 300.00	\$ 600
SUB-TOTAL					\$ 12,750
MISCELLANEOUS					
19	4" PVC Conduit Crossings	600	L.F.	\$ 9.20	\$ 5,520
SUB-TOTAL					\$ 5,520
TOTAL ESTIMATED CONSTRUCTION					\$ 277,808
Testing & Quality Control (3%)					\$ 8,334
Engineering (10%)					\$ 27,781
TOTAL ESTIMATED PROJECT COST					\$ 313,923
<i>Springfield North Subdivision Frontage Share (50%)</i>					<i>\$ 156,962</i>

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

City Council

Meeting Date: 8/19/2024

Introductory Ordinance 11.

SUBJECT

An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy.

PREVIOUS COUNCIL ACTION

Adoption of Investment Policy by Ordinances 95-O-288 and subsequently amended by various including: 2022-O-167, and 2023-O-154.

BACKGROUND

The Public Funds Investment Act, Chapter 2256 of the Texas Government Code requires that the Investment Policy for the City be reviewed at least annually and that the same be adopted by rule, order, resolution, or ordinance stating that it has been reviewed and adopted any amendment to the policy. The current policy has been reviewed by the City's Investment Advisors and City Staff and updates to the broker/dealer list and minor changes have been made.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Introductory 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:

N/A

ORDINANCE NO. 2024-O-___

Amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to:

1. UPDATE INVESTMENT OFFICER TITLES,
2. MAKE MINOR LANGUAGE ADJUSTMENTS,
3. ADD UPDATED BROKER/DEALER LIST AS ATTACHMENT A

WHEREAS, the City’s investment policy is embodied in Article VI of Chapter 2 of the Code of the ordinance of the City of Laredo; and

WHEREAS, the Finance Director recommends that said Article VI be amended, first, to insert minor punctuation and typing edits; and

WHEREAS, the Finance Director recommends subsidiary editing in order to have Article VI of Chapter 2 of the Code of Ordinance conform with Chapter 2256 of the Government Code, popularly known as the Public Funds Investment Act.

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

Section 1. Article VI “Investment Policy” of Chapter 2 “Administration” of the Code of Ordinances is amended as follows:

Chapter 2 – Administration

Article VI – Investment Policy

Sec. 2-250. Policy

It is the policy of the City of Laredo (“City”) to invest all available funds to the maximum extent possible at the risk appropriate rates obtainable at the time of investment with the maximum security while meeting the cash flow demands of the City and conforming with federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act (“Act”).

Sec. 2-251. Scope

This Investment Policy applies to all funds of the City as accounted for in the City’s general ledger system and disclosed in the City’s Annual Comprehensive Financial Report, with the exception of the Laredo Firefighters Retirement System. The Policy applies to all funds including but not limited to operating funds and proceeds from bond issues. The City’s fund types include:

- General Fund

- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds, including Debt Service Reserves
- Trust and Agency Funds
- Debt Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

Pooling of Funds. Except for cash in certain restricted funds, the City will consolidate cash balances from all funds to optimize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Sec. 2-252. Standard of Care

The standard of care to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The prudent person standard states that investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and an appropriate action is taken to control adverse developments.

Sec. 2-253. Objectives

Investment of funds shall be governed by the following investment objectives:

A. Preservation and safety of principal

Investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value. This will be attained through the diversification of the investment portfolio to mitigate credit risk and market risk.

B. Liquidity

The investment portfolio is an integral element in the City's cash management program. As such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. Yield

The investment portfolio shall be designed with the objective of attaining an overall yield commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-254. Delegation of Authority

A. City of Laredo Investment Authority

City depository and investment authority is established within the office of the City Manager in the Charter of the City of Laredo, Texas (1995, Section 6.20). By the authority of the City Charter (Section 3.05(4)), the City Manager hereby designates, with the approval of City Council, the Deputy City Manager, Finance Director and the Assistant Finance Director of the City as Investment Officers and, as such, are responsible for depositing funds, investing such funds, assuring that each investment has the proper and authorized collateral, monitoring investments, assuring the security of the City's principal and interest, receiving and reporting principal and interest at the maturity of each investment, and providing the proper documentation and reports on such investments to the City Manager and the City Council.

To ensure the quality and capability of investment management, the Investment Officers shall attend investment training sessions as required by and in compliance with the Act. Authorized training sources are the Texas Municipal League, Government Finance Officers Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers Association, Association of Public Treasurers of the United States and Canada, American Institute of Certified Public Accountants, Council of Governments, and University of North Texas.

B. Delegation and Restriction of Investment Authority

Responsibility and authority for the City's investment policies and procedures reside with the City Manager. Responsibility and authority for investment transactions reside with the City's Investment Officers and, as such, they are fully authorized to buy, sell, and trade investments in accordance with the City's Investment Policy and the Act.

Certain bonded officials share signatory responsibilities with the Financial Services Department for backup purposes. These officials are the City Manager, Deputy City Manager, and Assistant City Manager(s). The persons holding these positions are also authorized to transact wire transfers. However, only the City's Investment Officers are authorized to transact investments.

Bonding of all Financial Services Department staff with signatory authority is required, and such bonding requirements will also apply to those individuals authorized to place, purchase, or sell investment instruments.

Sec. 2-255. Ethics and Conflict of Interest

The City's Investment Officers shall refrain from any personal business activity that could conflict with the administration of the investment program or which could compromise their ability to carry on the City's investment business impartially. In this respect, the Investment Officers shall file a statement disclosing any personal business relationship with a business organization (to include investment pools) offering to engage in an investment transaction with the City. At the same time, any relationship within the second degree by affinity or consanguinity as determined under Chapter 573 (Texas Government Code) to an individual seeking to sell investment products to the City shall be disclosed in statements filed by the Investment Officers. These statements must be filed with the Texas Ethics Commission and the City Council.

For purposes of this section, an Investment Officer has a personal business relationship with a business organization if:

- A. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- B. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- C. The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

Sec. 2-256. Authorized Broker/Dealers

The Investment Officers will maintain a list of broker/dealers and local government pools that are authorized to provide investment services. The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City (Attachment A). Authorization to join eligible Local Government Pools will be authorized by City Council through a resolution.

All broker/dealers must be registered and certified with the Texas State Securities Board, Financial Industry Regulatory Authority (FINRA), and Securities and Exchange Commission (SEC), as applicable. Repurchase Agreements will be transacted only with "primary" dealers or financial institutions doing business in this State.

When requested, all broker/dealers who desire to become qualified for the aforementioned list must supply the following, as appropriate: audited financial statements, proof of registration and certification as noted above, and completed broker/dealer questionnaire.

All investment transactions will be analyzed on a competitive basis. Responses from other broker/dealers will also be documented. Quotes may be submitted in writing or by email, telephone, or facsimile.

All securities purchased shall be consummated on a delivery versus payment basis. The City will maintain a safekeeping account with the current depository banks and/or at a Federal Reserve Bank for delivery of securities.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. The qualified representative of any local government investment pool or discretionary investment management firm (i.e. business organization) offering to engage in an investment transaction with the City shall execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Investment Officers may not acquire or otherwise obtain any authorized investment described in the Investment Policy from a person who has not delivered to the City the instrument required in this section. Nothing in this section relieves the City of the responsibility for monitoring the investments made by the City to determine that they are in compliance with the Investment Policy.

Sec. 2-257. Investment Advisors

Investment advisors shall adhere to the spirit, philosophy and specific terms of this Policy and shall advise within the same "Standard of Care". Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board.

Sec. 2-258. Authorized Investments

The City is empowered by statute to invest in the following:

- A. Obligations of, or Guaranteed by, Governmental Entities.
 1. Except as provided by 2, the following are authorized investments under this section:
 - Obligations of the United States or its agencies and instrumentalities including letters of credit and the Federal Home Loan Banks;
 - Direct obligations of this state or its agencies and instrumentalities;
 - Collateralized mortgage obligations, or similar obligations, directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, and pass-through mortgage back securities directly issued by a federal agency or instrumentality of the United States;

- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
 - Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
2. The following are not authorized investments under this section:
- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
 - Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 - Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. Financial Institution Deposits.

1. A deposit is an authorized investment under this section if the deposit is with a state or national bank, a savings bank, or a state or federal credit union that has its main office or a branch office in this State and is:
- Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 - Secured by obligations as required by Sec. 2-259. Collateralization.
2. A deposit placed through a depository institution or authorized broker that has a main office or a branch office in this State that participates in a program that fully insures the deposit plus accrued interest and meets the requirements of the Act is additionally authorized.

C. Repurchase Agreements.

1. A fully collateralized repurchase agreement is an authorized investment under this section if the repurchase agreement:
- Has a defined termination date;
 - Is secured by cash or obligations in compliance with the Act; and
 - Requires the cash or securities being purchased by the City to be pledged to the City, held in an account in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
 - Is placed through a primary government securities dealer as defined by the Federal

Reserve, or a financial institution doing business in this State.

2. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date the eligible obligations, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.
3. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
4. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature no later than the expiration date stated in the reverse security repurchase agreement.

D. Mutual Funds.

1. A no-load money market mutual fund is an authorized investment under this section if the mutual fund:
 - Is registered with and regulated by the Securities and Exchange Commission and provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
 - Includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.
2. The City shall not invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools.

The City may invest its funds and funds under its control through an eligible investment pool if the pool operates in compliance with the Act, invests in a manner consistent with the risk criteria of this Policy, and City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool.

F. Existing Investments.

The City is not required to liquidate investments that were authorized at the time of purchase.

G. Rating of Certain Investment Pools.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating agency.

H. Monitoring Credit Ratings and Effect of Loss of Required Rating.

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has an Act required minimum rating. An investment that requires a minimum rating under this section does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

Sec. 2-259. Collateralization

In agreement with the requirements of the Act and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code, it is the Policy of the City that collateral will be required on financial institution deposits and repurchase agreements with a market value greater than or equal to 102%, unless secured with irrevocable letters of credit at 100%, of the City's deposits plus accrued interest, less any amount insured by the FDIC. Acceptable forms of collateral are those included in the Public Funds Collateral Act.

The City reserves the right to accept or reject any form of collateral. The right of substitution will be granted, with the approval of an Investment Officer.

Collateral will be held and maintained as noted under the caption "Safekeeping and Custody".

Sec. 2-260. Safekeeping and Custody

All purchased securities shall be held in safekeeping by either the City, the City's account in a third-party financial institution, or the City's safekeeping account at its designated depository bank. Signatures authorized on the safekeeping accounts are those identified in Sec. 2-254, Delegation of Authority B. Transfers of securities in safekeeping shall be processed with written confirmations. The confirmation will be used for documentation and retention purposes. Securities rendered for payment will always be sent Delivery versus Payment to the City's designated safekeeping bank.

Pledged collateral shall be held in custody by the City's Custodian(s).

Sec. 2-261. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of authorized investments included herein. Investment in any one pool is limited to 50% of the City's total investment portfolio.

Sec. 2-262. Maximum Maturities

To the extent possible, the City will attempt to match its investments with projected cash flow requirements. Unless matched to a specific cash flow, the City's investment with maturities exceeding two (2) years will not exceed twenty-five percent (25%) of the total portfolio. The maximum maturity of any investment will not exceed ten (10) years to maturity. However, the City may collateralize its deposits and repurchase agreements using approved collateral that exceeds ten (10) years to maturity.

Sec. 2-263. Internal Control

The external audit firm, as part of the City's annual financial audit, will perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.

Sec. 2-264. Performance Benchmark

It is the Policy of the City to purchase investments, and hold them until maturity, with maturity dates coinciding with cash flow needs. Through this strategy, the City attempts to purchase the highest yielding allowable investments available on the market at that time, considering risk constraints. Market value will be calculated at least on a quarterly basis on all securities owned and compared to current book value of those securities. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U. S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

Sec. 2-265. Reporting

The City Manager, through the Investment Officers, will prepare and submit to City Council on a quarterly basis a written report of investment transactions for all funds covered by this Policy for the preceding period. The report must:

- A. Describe in detail the investment position of the City on the date of the report;
- B. Be prepared jointly by all Investment Officers;
- C. Be signed by each Investment Officer;
- D. Contain a summary statement prepared for each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period;
- E. State the book value and market value, of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. In defining market value, sources independent of the investment providers will determine valuations and considerations will be given to GASB Statements No. 31

and 72;

F. State the maturity date of each separately invested asset that has a maturity date;

G. State the account or fund or pooled group fund in the City for which each individual investment was acquired; and

H. State the compliance of the investment portfolio as it relates to the Investment Strategy expressed in the City's Investment Policy and relevant provisions of the Act.

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit, money market accounts, or similar accounts, the reports prepared by Investment Officers, as included in this section, shall be formally reviewed at least annually by an independent auditor, in conjunction with the annual financial audit, and the result of the review shall be reported to the City Council by that auditor.

Sec. 2-266. Investment Policy Adoption

The City's Investment Policy shall be adopted by ordinance of the City Council.

The City Council shall review the Investment Policy and Investment Strategies annually, and it shall by ordinance state that it has reviewed the Investment Policy and Investment Strategies and that said ordinance so adopted includes any changes made to either the Investment Policy or Investment Strategies.

Investment Policy adopted by City of Laredo Ordinance No. 95-O-228; Amended by the following Ordinances: 97-O-225; 98-O-279; 2001-O-218; 2002-O-256; 2006-O-251; 2007-O-243; 2008-O-250; 2010-O-002; 2011-O-061; 2012-O-081; 2013-O-079; 2014-O-076; 2015-O-089; 2016-O-90; 2017-O-111; 2018-O-170; 2019-O-182; 2020-O-157, 2022-O-167, and 2023-O-154.

Sec. 2-267. Depository for City Funds

The City Council shall designate a banking institution as the primary depository for the funds of the City. The bank shall be selected through a formalized solicitation process in response to a City request for application outlining all services required. The banking services contract shall comply with the City Charter and any statutory requirements. The designation of the primary depository bank does not preclude the City from entering into other depository contracts for the purpose of receiving investment or other bank services.

Sec. 2-269. Investment Strategy

The City's Investment Portfolio is a combination of all the City funds with the exception of

the Laredo Firefighters Retirement Fund. The following investment strategy applies to the City's Investment Portfolio. The portfolio is maintained to meet anticipated daily cash requirements for the City's operations, debt service payments, and capital projects while investing to the maximum extent possible at risk-appropriate rates obtainable at the time of the investment.

The overall objectives of the portfolio are:

A. Suitability

Any investments eligible in the Investment Policy are suitable for City funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

B. Preservation and safety of principal

The investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. This will be attained through the diversification of the portfolio and by investing in high-quality investments for which a strong secondary market exists, where applicable.

C. Liquidity

The portfolio is an integral element of the City's cash management program, and as such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash need to meet anticipated demands. A portion of the portfolio also may be placed in stable-value investment options that offer same-day liquidity for short-term funds.

D. Marketability

Securities with active and efficient secondary markets will be utilized for funds in the event of an unanticipated cash flow requirement.

E. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of Authorized Investments.

F. Yield

The investment portfolio shall be designed with the objective of attaining an overall return commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-270. Investment Strategy by Fund Type

A. General and Enterprise Operating Funds

Operating Funds will have as their primary objective to assure that cash flows are matched while obtaining reasonable market yields. This will be accomplished by purchasing quality, short-term investments in a laddered structure, or utilizing other liquid alternatives.

The dollar weighted average will be 270 days or less to accomplish this goal. The portfolio shall be diversified to protect against credit and market risk in any one sector. No investment will be purchased with maturity over twenty-four (24) months.

B. Capital Project and Special Purpose Funds

Capital Project and Special Purpose Funds will have as their primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. No funds will be invested longer than the related anticipated expenditures.

These portfolios should have adequate liquid, stable-value investment options to allow for unanticipated project expenditures or accelerated project outlays. The dollar weighted average life of the portfolio should match the weighted average life of the expenditures. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

The City will have an arbitrage rebate calculation performed as needed to determine the income, if any, that has exceeded the arbitrage yield of bonds. Any positive arbitrage income will be rebated to the Federal Government according to arbitrage regulations. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield on the applicable bond.

B. Debt Service Fund and Debt Service Reserve

Debt Service Funds shall have as the primary objective the guarantee of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased will not have maturity dates that exceed the next debt service payment date until the preceding debt service payment is fully funded.

Debt Service Reserve will have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund within the limits set forth by the bond ordinance or debt covenants specific to each individual bond issue.

Section 2. This ordinance shall become effective upon the final reading of this ordinance.

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

Attachment A

List of Authorized Broker/Dealers

- FHN Financial
- Great Pacific
- Multi-Bank Securities
- Oppenheimer
- Pershing Advisor Solutions: Cresta Advisors
- SAMCO Capital Markets
- Wells Fargo Securities*

*Denotes Primary Dealer

City Council

Meeting Date: 8/19/2024

Introductory Ordinance 12.

SUBJECT

An Ordinance of the City of Laredo, Texas, to establish a retiree incentive program for eligible employees of the City of Laredo to enhance workforce management and provide financial stability in the event of critical situations; and declaring an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City Manager recommends that there be a Policy set in place in the occasion that a retiree incentive program must be implemented.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends Council approve this item.

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 OF
LAREDO
Policy 0024–0003**

**Joseph W. Neeb,
City Manager**

08/01/2024

**Steve Landin,
Assistant City Manager**

**Jose A. Valdez, Jr.
Assistant City Manager**

**VOLUNTARY
RETIREE
INCENTIVE
PROGRAM
POLICY**

City Hall Department of
the City Manager's Office
1110 Houston Laredo, TX
19th, August 2024

VOLUNTARY RETIREE INCENTIVE PROGRAM TO ALL ELIGIBLE CITY EMPLOYEES

Summary

Implementing a Voluntary Retiree Incentive Program (RIP) can be a strategic move for organizations looking to manage workforce transitions effectively. The program aims to recognize the contribution of retirees, promote knowledge transfer, and optimize planning.

A voluntary retiree incentive program (RIP) is a strategic initiative implemented by organizations to encourage employees to voluntarily retire from their position by offering them incentives established by management criteria. These incentives may include financial benefits, extended healthcare coverage, or other prescribed criteria, aimed at facilitation workforce transitions and managing organizational resources effectively.

Applicability

The policy applies to all eligible City of Laredo employees with twenty or more City of Laredo continuous full-time employment service.

Distribution

This policy is available in hard copy and in electronic media on the City of Laredos' website under the City Manager's department category and in the Human Resources Department category.

Timing and Implementation: The Voluntary Retiree Incentive Program will be implemented based on Policy Activation Mechanism as outline below, through City Council approval.

Communication Plan:

HR will provide a report on eligible employees that meet the retirement criteria as outlined and conduct an information session to educate those employees about the Voluntary Retiree Incentive Program, including eligibility criteria, incentives offered, and application process.

Regular communication via email, intranet announcements, mail outs, flyers, posted flyers, text messaging and newsletters to keep employees informed about the Voluntary

Retiree Incentive Program updates and program deadlines.

Eligibility Criteria:

Full-Time City of Laredo Employee.

Have 20 or more years of continuous employment with the City of Laredo.

Be Texas Municipal Retire System member eligible.

Equal to 85: age plus years of service.

Five (5) year non-reemployment.

Incentives Offered:

Incentives that could be proposed by the City Manager and approved by Council:

1. **Financial Incentives:**

- 25%;35%;50% Lump-sum retirement bonus based on base salary
- Continue healthcare coverage for a specific period post-retirement

2. **Non-Financial Incentives:**

- Career transition counseling and coaching
- Access to professional development and training programs
- Priority consideration for part-time or consulting opportunities with the organization, based on business needs.
- Recognition ceremonies and personalized tokens of appreciation

Policy Activation Mechanism:

These conditions must be met to initiate the policy activation.

1. **Succession Planning:** An established succession plan must be in place for key position(s).

2. **Adverse impacts:** The city must be adversely affected –

- Natural Disaster (Act of God)
- Difficulty meeting its financial operational requirements
- Experience an economic downturn impacting the city
- Face favorable employer market workforce conditions
- Be impacted by a pandemic.

Application Process:

1. Eligible employees interested in participating in the Voluntary Retiree Incentive Program must submit a formal retirement application to the Human Resources department.
2. The Retirement application should include relevant personal information, retirement date eligibility, and acknowledgement of Voluntary Retiree Program participation terms and conditions.
3. HR will review retirement application and communicate to TMRS of retirement intentions.

Confidentiality:

Human Resources department will maintain strict confidentiality regarding retirement decisions and related personal information, in compliance with privacy

laws and organization policies.

Review and Revision:

This policy will be reviewed periodically to ensure its effectiveness and compliance with applicable laws. Any necessary revisions will be made to address emerging issues and organizational needs.

Approval:

This policy is approved by City Manager and presented to City Council for activation for an effective on October 1, 2024.

Monitoring and Evaluation:

HR will monitor Voluntary Retiree Incentive Program participation rates, employee feedback, and post retirement outcomes to evaluate program effectiveness and identify areas of improvement.

Effective Date:

October 1, 2024; subject to change.

Contact Numbers
Human Resources Administration
1110 Houston Street – HR1 Office
956-791-7411

References:

Texas Municipal Retirement System member eligible.

Voluntary Retiree Incentive Program will comply with all applicable labor laws, regulations and policies. HR will ensure confidentiality and data security in handling retirement-related information.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, TO ESTABLISH A RETIREE INCENTIVE PROGRAM FOR ELIGIBLE EMPLOEES OF THE CITY OF LAREDO TO ENHANCE WORKFORCE MANAGEMENT AND PROVIDE FINANCIAL STABILITY IN THE EVENT OF CRITICAL SITUATIONS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council recognizes the need to provide options for voluntary retirements as a means to achieve financial and operational efficiencies with the municipal workforce; and

WHEREAS, the City Manager has proposed the activation of a Voluntary Retiree Incentive Program as part of the budgetary process to address such needs: and

WHEREAS, the implementation of this program shall be subject to certain conditions to ensure it aligns with the city's strategic goals and operational requirements; and

WHEREAS, it is in the best interest of the city to establish clear guidelines and mechanism for activating this program to address various situational factors effectively.

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

Section 1: Eligibility Criteria This ordinance applies to all employees of the City of Laredo Municipal Government, excluding Firefighters and Police Officers who are members of Collective Bargaining Agreements.

Employees eligible for the Retiree Incentive Program must:

- Retire between October 1 and January 31.
- Have a combination of actual City years of service and age equal to or greater than 75.
- Be eligible under the current retirement plan.

Section 2: Incentive Benefits The Program shall offer incentives to eligible retirees, including but not limited to financial benefits, in accordance with policy guidelines established by the City Manager and approved by the City Council.

Section 3: Employment Restrictions Retirees participating in this program will not be permitted to work for the municipality for five years following their retirement date.

Section 4: Program Activation Mechanisms The Retiree Incentive Program will be triggered under the following circumstances:

1. **Succession Planning:** An established succession plan must be in place for key position(s).
2. **Adverse impacts:** The city must be adversely affected –
 - Natural Disaster (Act of God)
 - Difficulty meeting its financial operational requirements
 - Experience an economic downturn impacting the city
 - Face favorable employer market workforce conditions
 - Be impacted by a pandemic.

Section 5. 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 6. 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 7. 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 8. This Ordinance shall become effective immediately upon passage.

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

DR. VICTOR TREVIÑO
MAYOR

ATTEST:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Final Readings 13.

SUBJECT

An Ordinance of the City of Laredo, Texas amending Chapter 28, Article I, Section 28-4 of the Code of Ordinances by replacing the existing section (entitled fee for temporary lease of a street for private use”) in its entirety with new Section 28-4 (entitled “permits required for temporary street closure”); to allow temporary street closures for certain purposes; providing for the repeal of any conflicting provisions; providing for fees; providing for penalty and providing an effective date.

PREVIOUS COUNCIL ACTION

Ordinance 89-O-195

BACKGROUND

The City of Laredo is committed to ensuring the safety and efficiency of temporary street closures for events within our community. In line with this commitment, Community Development has undertaken the task of updating a 35-year-old ordinance to enhance safety measures and optimize the allocation of resources across multiple departments.

After extensive collaboration and input from department heads in Traffic, Police, Legal, Risk Management, Community Development, and the Fire Department, we have carefully reviewed the feedback gathered from planning meetings held over the past year. This inclusive process has allowed us to identify areas for improvement and develop a comprehensive solution.

Our primary objective in updating this ordinance is to streamline the application process for event organizers, making it more convenient and efficient for them. We aim to introduce a one-stop shop for payments and facilitate online applications through Docuware, ensuring a seamless experience for organizers seeking temporary street closure permits.

In addition to enhancing operational efficiency, we have also considered the financial impact of these changes. To address last-minute applications, we have introduced a late fee, incentivizing organizers to submit their requests in a timely manner. This approach, developed with input from all relevant departments, ensures that safety plans, insurance verification, traffic management strategies, neighbor notifications, and security measures are thoroughly evaluated before approval by the City Manager.

To further improve the effectiveness of the application process, the amendment mandates a 30-day submission period from event organizers. This adjustment is based on the analysis of 37 temporary street closure requests, 30 of which were submitted with less than 7 days for processing. By extending the submission period, we aim to enhance the accuracy and safety of each event application processed.

This updated ordinance reflects our commitment to fostering a safe and vibrant community. We believe that by implementing these changes, we can effectively streamline the temporary street closure process, ensure thoroughness in evaluation, and ultimately enhance the safety and enjoyment of events within our city.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the passing of this 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:

There is no financial impact.

ORDINANCE 2024-O-159

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS AMENDING CHAPTER 28, ARTICLE I, SECTION 28-4 OF THE CODE OF ORDINANCES BY REPLACING THE EXISTING SECTION (ENTITLED FEE FOR TEMPORARY LEASE OF A STREET FOR PRIVATE USE”) IN ITS ENTIRETY WITH NEW SECTION 28-4 (ENTITLED “PERMITS REQUIRED FOR TEMPORARY STREET CLOSURE”); TO ALLOW TEMPORARY STREET CLOSURES FOR CERTAIN PURPOSES; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; PROVIDING FOR FEES; PROVIDING FOR PENALTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Laredo holds lawful title to the municipal streets, sidewalks and rights-of-way within its corporate limits for the benefit of the Citizens of the State of Texas; and

WHEREAS, the City Council deems it advisable to authorize and direct the City Manager to administer this Ordinance, subject to an aggrieved applicant for a permit right to appeal to City Council.

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, is hereby amended by replacing the existing language of Chapter 28, Article I, Section 28-4 (entitled “*Fee for temporary lease if a street for private use*”) in its entirety with new Section 28-4 (entitled “*Permits required for temporary street closures.*”);

Section 2. The City of Laredo Code of Ordinance Chapter 28, Article I, Section 28-4 is hereby amended to read as follows:

Sec. 28-4. Permits required for temporary street closures.

- a) **Purpose. To protect the health, safety and welfare of the citizens of the City of Laredo in the conduct of Temporary Street Closures.**

- b) **Permit required. No person shall close any portion of a public street, right-of-way, or sidewalk to vehicular or pedestrian traffic for the conduction a celebration, block party, street dance, local special event, or for other purposes, without first obtaining a permit from the City Manager, or his/her designee, as provided in this chapter.**

- c) Other permits required. The approval of a permit under this section shall be subject to the granting of any other permits, licenses or approvals under other ordinances or laws that may be applicable to the activity for which the closure is requested.
- d) Affected parties. This section shall apply only to temporary street closures requested by a private party. A private party is any individual or group of individuals, whether an association, partnership or corporation. Furthermore, a religious, educational or non-profit organization is considered a private party under this section.
- e) Application for Permit. A permit for temporary street closure shall not be issued until a completed temporary street closure application, together with any additional information requested, and payments of all applicable fees are received by the City. The temporary street closure application must comply with this ordinance and other applicable law.
- f) Permit application requirements. An application for a temporary street closure shall be made upon a form provided by the City Manager, or his/her designee, and shall contain the following information:
1. The name, residence and business address, and phone number of each person and organization sponsoring a temporary street closure. If an organization, the application shall contain the name, residence and business address of an authorized representative;
 2. The date(s) and time(s) of such temporary street closure;
 3. The block(s) or intersection(s) at which the closure is requested (attach a map/and or sketch);
 4. The estimated number of persons who will participate;
 5. The purpose of the temporary street closure;
 6. Whether any sound amplification equipment is proposed to be used, and if so, information describing such information equipment;
 7. Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages or other merchandise will occur;
 8. Whether such temporary street closure will occupy all or only a portion of the street or intersection involved;
 9. Details regarding any traffic control plan;
 10. Plan detailing barricade, security and sanitary facility measures;
 11. If a security company is contracted, a copy of the contract for services, the company's liability insurance and bond should be provided with the application for temporary street closure permit; and
 12. Such other information as the City Manager, or his/her designee, deems reasonably necessary in order to carry out his or her duties under this chapter.

g) Fees. The application shall be accompanied by the following fees before the application is approved:

1. A non-refundable fee of one hundred dollars (\$100.00) will be charged for each application submission.
 2. A non-refundable fee of one hundred dollars (\$100.00) will be charged for late applications.
 3. An applicant shall pay a traffic control plan fee of one hundred dollars (\$100.00) to the Traffic Department.
 4. For the purposes of this section, an applicant for a Temporary Street Closure Permit may request for more than one street to be temporarily closed under each application. A daily fee (24 hours or less) of one hundred dollars (\$100) will be charged for each street requested to be temporarily closed.
 5. Unless the department requires the applicant to use a private barricade entity, an applicant shall pay the actual costs of city-contracted services for manpower, barricades, signs, and devices to be used for redirecting traffic around the area included in the closure permit.
 6. If the City determines that a Temporary Street Closure may require the special attention and involvement of City personnel or City facilities, the City shall notify the applicant. Prior to issuance of the Temporary Street Closure Permit:
 - i. Applicant and City shall agree upon the additional costs the City will incur as a result of the Temporary Street Closure and applicant shall pay those costs to the City; and
 - ii. Applicant shall agree in writing to pay any additional costs to the City incurred as a result of the Temporary Street Closure within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.
 7. The City Manager, or his/her designee, may waive, reduce, or reimburse any fees in this section in accordance with City Ordinance 2019-O-038.
- h) Other restrictions. Permits issued under the provisions of this section may include restrictions on the days and hours of operation for the street closure. Permits issued under the provisions of this section may also include restrictions on the size and parameters of the street closure. The Police Department or Fire department may require an applicant to include a safety plan as part of the temporary street closure permit application after the departments consider the proposed closure site and estimated event attendance.
- i) Time of filing. The application shall be filed not less thirty (30) days prior to the scheduled date of such temporary closing. The City Manager, or his/her designee shall act on an application within seven (14) days of its receipt.

- j) Notice of Issuance or Denial. *Written notice of the issuance or denial of a permit shall be provided by the City Manager, or his/her designee, to the applicant within (14) days of receipt of an application, or as soon as practicable if the request for the permit is received less than thirty (30) days in advance of the proposed date of the temporary street closure. If a permit is denied, said written notice shall state the reasons for denial. If a permit is denied, all paid fees will be returned to the applicant unless the fee is designated as a non-refundable fee in this section.*
- k) Waiver of Time Limitations. *The City Manager, or his/her designee, may waive the time limitation for filing an application for a permit and the City Council may waive the time limitation for filing an appeal if it is found that unusual circumstances or good cause exists and no unreasonable burden upon the City or its citizens will be created thereby. However, any application submitted less than thirty (30) days in advance of the proposed date of the temporary street closure is not timely and shall be assessed a late fee.*
- l) Indemnification. *The applicant for a temporary street closure permit shall sign an agreement to identify and hold harmless the City, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the temporary street closure.*
- m) Insurance. *The applicant for a temporary street closure permit shall furnish liability insurance that names the city as an additional insured, in amounts and scope determined by the city manager or his/her designee based on the nature and scope of the proposed activity.*
- n) Standards of Issuance. *The City Manager, or his/her designee may deny or revoke a requested temporary street closure for any of the following reasons:*
1. The application is incomplete or contains any false or misleading information.
 2. The application is submitted after the deadline described in subsection (j) of this section.
 3. The area requested for closure is of a location, size or nature that it requires an unreasonable diversion of traffic flow on affected streets.
 4. All or part of the area requested for closure has already been permitted for closure to a different applicant.
 5. Adequate traffic controls and related safety plans cannot reasonably be developed by the date(s) and time(s) originally requested by the applicant.
 6. Adequate personnel and resources necessary to facilitate or monitor the closure are unavailable at the date(s) and time(s) requested.
 7. The activity for which the closure is requested presents an unreasonable threat to the public health, safety, or peace, including, but not limited to damage to property, injury to persons, excessive noise, and emissions or discharge of toxic fumes or chemicals.

- o) Officials to be notified. The review of the permit application shall be coordinated with the Police Department, Fire Department, Traffic Department, Risk Management, Solid Waste and any other department that the City Manager deems necessary for planning purposes as well as to ensure that the community follows the correct street barricading procedures for the safety of pedestrians and vehicular traffic. If gates or any barricades are used to effectuate the physical closure of a street, the gates and their placement location must be approved by the following departments: Police Department, Fire Department, and Traffic Department.
- p) Appeal procedure. Upon the denial or revocation of a permit by the City Manager, or his/her designee, the applicant may appeal to the City Council by filing the application within seventy-two (72) hours or two (2) City working days, whichever is longer, with the City Secretary, who shall set the appeal for hearing at the next regular council meeting. After holding a hearing, the City Council may reverse, affirm or modify in any respect the determination of the City Manager, or his/her designee.
- q) Issued permit. A permit for a temporary street closure issued by the city manager or his/her designee shall specify the dates, times and location of the closure, which may correspond with or differ from those requested by the applicant. The permit must be displayed during the event and available for review by a City Official.
- r) Barricades and litter collection. Permit recipients shall provide and remove such barricades and warning devices as are deemed necessary by and are acceptable to the City Manager, or his/her designee. Such persons shall also provide for the collection and removal of all trash, garbage, and litter caused by or arising out of such temporary street closure.
- s) Security. Permit recipients shall provide adequate security as deemed necessary by and are acceptable to the City Manager or his/her designee. If a security company is contracted, a copy of the contract for services, the company's liability insurance and bond should be provided with the application for temporary street closure permit.
- t) Sanitary facilities. Permit recipients shall provide adequate sanitary facilities as deemed necessary by and are acceptable to the City Manager or his/her designee.
- u) Temporary closure by city. Notwithstanding the provisions of this chapter, the City Manager, or his/her designee, may, on his/her own initiative, restrict the use of, temporarily close, or authorize the closure of any street or highway within the limits of the City, when he or she considers such restriction or temporary closing of such street or highway to be necessary for the protection of the persons or property, during events or activities such as construction, storms, parades, celebrations or other special events.
- v) Violation of section. A person commits an offense under this section if the person:

1. Knowingly commences, conducts, aid or assists in conducting a street closure without a permit, or with an expired or revoked permit; or
2. Knowingly violates any terms of the provisions of this section.

w) General penalty for violations of section; continuing violations. Any person who violates a provision of this article or any person who is the holder of a temporary street closure permit who does not comply with the requirements of this article shall, upon conviction by the municipal court of the City, be subject to a fine no less than five hundred dollars (\$500.00) or not to exceed two thousand dollars (\$2,000.00) for each offense, and each day of violation of said article shall constitute a separate offense. It shall not be a defense under this section if the temporary street closure was commenced, conducted, aided or assisted by a law enforcement agency without first obtaining a temporary street closure permit from the City.

Section 3. In codifying the changes authorized by this ordinance, paragraphs, sections, and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the City of Laredo Code of Ordinances.

Section 4. All ordinances or part thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

Section 5. 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 6. This Ordinance shall become effective immediately upon passage.

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

VICTOR D. TREVINO
MAYOR

ATTESTED:

JOSE A. VALDEZ, JR.

CITY SECRETARY

APPROVED AS TO FORM:

**DOANH “ZONE” T. NGUYEN
CITY ATTORNEY**

City Council

Meeting Date: 8/19/2024

Final Readings 14.

SUBJECT

An 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

This item went before the Planning and Zoning Commission and the commission recommended approval of this item on May 2, 2024.

COMMITTEE RECOMMENDATION

Recommend Approval

STAFF RECOMMENDATION

Recommend Approval

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-112

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,” PROHIBITING 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 ELEMENTARY 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 Council

Meeting Date: 8/19/2024

Final Readings 15.

SUBJECT

An Ordinance of the City Council of the City of Laredo, Texas ordering and proclaiming a special election, to run concurrent with the General Election, for the submission of Charter Amendments to be held within the City on November 5, 2024; and providing for severability, designating polling places, publication, and an effective date.

PREVIOUS COUNCIL ACTION

On July 23, 2024, a Special City Council meeting was conducted to discuss and take action on the proposed charter amendments.

On June 24, 2024, a presentation was made by the City of Laredo Charter Revision Commission to the City Council during a workshop and no action was taken.

On April 17, 2023, City Council approved to appoint new members to the City of Laredo Charter Revision Commission in order to review and recommend any appropriate changes to the City Charter.

On August 17, 2020, City Council approved Ordinance 2020-O-100, ordering a special election for the submission of charter amendments to be held within the city on November 3, 2020; and providing for severability, publication, and effective date.

BACKGROUND

As per the City of Laredo Charter, at least every ten years, but not more often than every two years, the City Council shall appoint a City Charter Revision Commission to make recommendations to the City Council for amendment or amendments to said charter. The Commission shall consist to nine (9) members. The Mayor and each member to the City Council shall nominate one member of the Commission, subject to confirmation by the affirmative vote of at least five Council members or four Council Members and the Mayor.

COMMITTEE RECOMMENDATION

City of Laredo Charter Revision Commission made their recommendations of charter amendments to the City Council for consideration on June 24, 2024.

STAFF RECOMMENDATION

City Secretary office and legal Department attended all Charter Revision Commission meetings to provide legal guidance and take minutes of meetings.

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 CHARTER
AS AMENDED 2020

CITY OF LAREDO

Historical Sketch of the Founding of Laredo and Its City Charter

The City of Laredo was founded in August of 1755 by the Spanish Government by a public act of foundation known as the "Vicita-General", which laid off and established the City of Laredo in the months of May and June of that year.

The "Vicita-General" is a document containing the written proceedings of the Royal Commission that founded the City. By this document the Spanish Government granted to the inhabitants of the City "ejidos" or commons of four square leagues of land having the principal plaza of the town for a center. (City of Laredo vs. Macdonnell, 52 Texas, 511)

On January 28, 1848 the Legislature of the State of Texas, by special act, granted the City of Laredo its first charter under the government of Texas, by which charter the city limits were fixed at one square mile, of which the Rio Grande river constituted the line on the south and the upper and lower lines were equi-distant from the public plaza and ran back from the river parallel to each other to intersect the back line at right angles, all the lines being one mile in length and forming, as near as the meanders of the river would allow a perfect square. (Gammel's Law, Volume 3, page 343)

In 1850 the citizens of Laredo became dissatisfied with the narrow boundaries fixed by the act of 1848, and upon their request the boundaries of the City were changed by special act of the Legislature so as to make them the same as the original boundaries granted by the "Vicita-General", which was four square leagues. (Gammel's Laws, Volume 3, pages 760 and 798)

In 1860 the Legislature passed a special act authorizing the mayor and aldermen of the City of Laredo to sell all of the vacant porciones granted to said city by the "Vicita-General" or Royal Charter of 1767 and to convey to the purchasers thereof titles in fee simple. (Gammel's Law, Volume 5, page 195)

In 1871 the Legislature passed an act providing for the obtaining, transcribing and translating of all the acts, charters and grants affecting land on the east side of the Rio Grande river and for the archiving of the same in the General land Office at Austin. This act embraced the "Vicita-General" and the lands originally granted by it to the City of Laredo. (Gammel's Law, Volume 6, page 958)

On April 21, 1883, the City Council of Laredo, acting under provisions of the then Title 17 of the Revised Civil Statutes of Texas providing for the incorporation of cities and towns, passed a resolution surrendering the old special charter granted in 1848 and accepted the provisions of the general incorporation act of this State for cities and towns. (City Council Minute Book, Volume 3, page 120)

From this latter date to February 23, 1911, the City of Laredo operated under the general Texas incorporation act for cities and towns, when it procured its present charter by a special act of the Legislature. (Special Acts, Regular Session 32nd Legislature, 1911, pages 58 to 89.) This latter charter is now in full force and effect as originally granted with the exception of Sections 19, 54 and 55 which were amended by a vote of the people on January 29, 1921, acting under the "Home Rule" amendment to the Texas Constitution.

The writer hereof was employed by the City of Laredo in 1911 to secure a special charter for it and he wrote and attended to the passage through the Legislature of the present charter, with the

exception of the three amendments above noted, and he has made careful examination of all legislative acts affecting or changing former charters of the City, and has carefully compared this printed edition with the original special act and can vouch for its accuracy. (Marshall Hicks, February 25, 1922)

The 1911 Charter to which Mr. Hicks refers was printed in a series of four editions. The First Edition was prepared by Marshall Hicks dated February 25, 1922. The Second Edition of the Charter was prepared by Edward H. Lange, City Attorney under the date of October 1, 1938.

The Third Edition printed was by Charter amendment elections held on July 8, 1941, January 8, 1946 and October 9, 1951.

The Fourth Edition printed included the amendments adopted at Charter amendment elections held on April 3, 1962 and November 30, 1965 and was replaced by the 1981 Charter.

The 1981 Charter was framed by members of the Laredo Charter Commission and voted upon by the citizens of the City of Laredo on January 14, 1981, and became fully effective on April 6, 1982.

On January 16, 1988 the citizens of the City of Laredo in an election on proposed charter amendments, voted favorably on certain amendments to the 1981 Charter, which amendments are incorporated in this edition. On an election held on November 7, 1995 the citizens approved several charter amendments proposed by the City Charter Commission.

On November 7, 2006 the Charter was amended with proposed revisions by members of the Laredo City Charter Revision Commission which were approved by the citizens of the City of Laredo.

A Charter Revision Commission was named on November 3, 2008 to review the charter and on July 26, 2010 the City Council approved the proposed amendments that went to the citizens of the City of Laredo who approved the present City Charter on November 2, 2010.

On April 22, 2016, petitioners delivered 615 petitions that contained approximately 10,000 signatures to the Office of the City Secretary in accordance with Chapter 9 of the Texas Local Government Code. Additionally, the Charter Revision Commission submitted proposed amendments to the 2010 Charter for voter approval.

On November 8, 2016, the citizens of the City of Laredo approved 22 out of 24 proposed charter amendments at the polls.

On November 03, 2020, the citizens of the City of Laredo approved 8 out of 8 proposed charter amendments at the polls.

Jose A. Valdez Jr. – City Secretary

CHARTER OF THE CITY OF LAREDO
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**ARTICLE I
INCORPORATION, FORM OF GOVERNMENT
AND POWERS OF THE CITY**

Section 1.01 Incorporation

The inhabitants of the City of Laredo, in Webb County, Texas residing within the corporate limits as now established and as hereafter extended, shall continue to be and are hereby constituted a municipal body politic and corporate, in perpetuity, under the name of “City of Laredo,” hereinafter referred to as the “City,” and having such powers, privileges, rights, duties, and immunities as are herein provided.

Section 1.02 Form of Government

The municipal government provided by this Charter shall be known as the “Council-Manager Government.” Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and laws and this Charter, all powers of the City shall be vested in an elective council, hereinafter referred to as “the Council” or “the City Council,” which shall enact local legislation, adopt budgets, determine policies, and appoint the City Manager, who shall execute the laws and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by the State Constitution and laws, this Charter, or the Council’s adopted ordinances.

Section 1.03 Powers of the City

The City is and shall continue to be a Home Rule City, with full power of local self-government, including the right to amend this Charter as provided by the State Constitution and laws, which shall prevail if there is a conflict. It shall have all the powers possible for a Home-Rule City under the State Constitution and laws, as fully and completely as though they were specifically enumerated in this Charter.

Section 1.04 Annexation

The City Council shall have the power by ordinance to fix the boundary limits of the City of Laredo, and to provide for the alteration and the extension of said boundary limits, and the annexation of additional territory in accordance with applicable provisions of the constitution and laws of the State of Texas. The City Council shall have the power by ordinance to contract with owners of land for its voluntary annexation.

Section 1.05 Construction

The powers of the City under this Charter shall be construed liberally in favor of the City, as a Home-Rule City, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general powers stated in this article.

Section 1.06 Intergovernmental Relations

The City may exercise any of its powers or perform any of its functions by contract or otherwise,

jointly or in cooperation with any state and civil authority, including the United States and foreign states.

As a general principle, the City of Laredo shall endeavor to create an environment of governmental co-operation with the County of Webb, the public school districts, and any other governmental entity or political subdivision of the State of Texas that abuts or is located within the City of Laredo. Such cooperation shall promote a seamless, efficient, effective, equitable, and accountable delivery of services to all citizens and residents of the City of Laredo and, to the extent allowable by law, to those citizens that fall under the extraterritorial jurisdiction of the City of Laredo. These endeavors shall be memorialized in the form of inter-governmental contracts, joint services agreements or memorandums of understanding, which will call for cooperation and sharing of services and resources among the governmental bodies herein mentioned.

Section 1.07 Notice of Claim

The City of Laredo shall not be responsible on account of any claim for damages to any person or property unless the person making such complaint or claiming such damage shall, within 180 days after the time at which it is claimed such damages were inflicted upon such person or property, file with the City Secretary, a true statement under oath, as to the nature and character of such damages or injuries, the extent of the same, and the place where same happened, the circumstances under which happened, the conditions causing same, with a detailed statement of each item of damages and the amount thereof, and if it be for personal injuries, giving a list of the witnesses, if any known to affiants, who witnessed such accident.

ARTICLE II CITY COUNCIL

Section 2.01 Composition, Qualifications and Terms

(A) Composition

There is hereby created as the governing body of the City, a City Council composed of a Mayor and eight Council Members. The City shall be divided into eight districts which shall be drawn by ordinance. A City Council Member shall be elected from each of these eight districts. Whenever the term “City Council Member” is used in this Charter it refers to a member of the City Council other than the Mayor; however, the term, “City Council” shall mean the eight Council Members and the Mayor.

(B) Qualifications

The Mayor and all City Council Members shall be registered voters of the City, and shall have resided within the City for twelve months immediately preceding the last day for filing an application for candidacy. Additionally, City Council members shall have resided within the district for which they file for candidacy for ninety (90) days preceding the last day for filing of an application for candidacy and must maintain their residence in the district from which elected throughout their term of office.

(C) Terms and Limits

The term of a City Council Member is four years. No person shall be elected as a City Council Member for more than two terms. The vacating of office by a City Council member, whether by resignation or otherwise, shall constitute a full term irrespective of the length of time served. A person who has been elected as a City Council Member through a special election to finish an unexpired term longer than two years shall be deemed to have served a full term. No person shall be elected as a City Council Member through a special election if they have been elected to two terms. The terms of City Council Members shall be staggered with half of the City Council Members being elected every two years. Subject to the prohibitions and limitations of Section 2.03(A), service as a City Council Member does not limit service in another elected position.

Section 2.02 Compensation; Expenses

Unless otherwise provided by law, each member of the City Council shall receive compensation for his or her service in office. The City Council may determine the annual salary of the Mayor and City Council members by ordinance, but no ordinance increasing such salary shall become effective for Mayor or City Council members until the date of commencement of their respective new term, provided that such respective new term follows the adoption of the ordinance by at least three (3) months. The Mayor and City Council Members shall get a salary deduction to be assessed for each unexcused absence from any regular City Council meeting. The Mayor and City Council Members shall receive reimbursement for their actual and necessary expenses incurred in the performance of their duties of office.

Section 2.03 Prohibitions

(A) Holding Other Office

Except where authorized by law, neither the Mayor nor a Council Member shall hold any other City office or City employment during the term for which he or she was elected, and no former Mayor or Council Member shall hold any compensated appointive City office or City employment until one year after the expiration of the term for which he or she was elected.

(B) Appointments and Approvals

Unless it is otherwise specifically provided in this Charter, City Council shall not in any manner dictate the appointment or removal of any City administrative officer or employee whom the City Manager or any of his subordinates are empowered to appoint or remove, but the City Council may express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.

(C) Interference with Administration

Except for the purpose of inquiries for obtaining information or reporting problems with services and of investigations under Section 2.06, the City Council shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager and they shall not give orders to any such officer or employee either publicly or privately.

Section 2.04 Vacancies: Forfeiture of Office, Filling of Vacancies

(A) Vacancies

The office of the Mayor or of a Council Member shall become vacant upon death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(B) Forfeiture of Office

(1) Mandatory Grounds.

The Mayor or a Council Member shall forfeit office if he or she:

- a. lacks at any time during the term of office any qualification for holding the office prescribed by this Charter or by law;
- b. fails to meet the residency requirements for election to office;
- c. is convicted of a felony;
- d. fails to attend three consecutive regular Council meetings without being excused by the Council;
- e. violates the prohibited personal financial interest provision set forth in Section 12.01 or

any other provisions of this Charter that prescribe forfeiture; or

- f. fails to attend six consecutive or non-consecutive regular Council meetings in any twelve-month period with or without being excused by the Council.

(2) Potential Grounds.

If the Mayor or a Council Member is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Webb County for a determination on whether the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Council Member was convicted of a crime involving moral turpitude, then the City Council shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 11.05 of the Charter.

(C) Filling of Vacancies

Any vacancy or vacancies occurring within the City Council and the office of the Mayor shall not be filled by appointment but shall be filled by majority vote of the qualified voters at a special election called for such purpose within 120 days after such vacancy or vacancies occur.

Section 2.05 Judge of Qualifications

The City Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of office. The City Council shall have the power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting ground for forfeiture of office shall be entitled to a public hearing. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing. Decisions made by City Council under this section are subject to judicial review.

Section 2.06 Investigation

The City Council shall have the power to inquire into the official conduct of any department, agency, office, or employee of the City. For this purpose the City Council shall have the power to administer oaths, subpoena, witnesses, and to compel the production of books, papers, and other evidence material to the inquiry. The City Council shall provide by ordinance penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence, and shall have the power to punish any such contempt in the manner provided by the ordinance.

Section 2.07 Procedure

(A) Meetings

The City Council shall meet regularly at least once each month at such time and place as the City Council may prescribe by ordinance. Special meetings may be called upon the written request of the Mayor or at least four Council Members. All meetings shall be posted by the City Secretary and conducted in accordance with the Texas Open Meetings Act.

(B) Rules and Minutes

The City Council shall determine its own rules and orders of business, and shall provide for keeping minutes of its proceedings. These minutes shall be a public record. All City Council executive session meetings, subject to Texas Law, shall be recorded with audio recording.

(C) Quorum

A quorum must be established before the Council can conduct any business, and no vote can be taken in the absence of a quorum. Five Council Members or four Council Members and the Mayor shall constitute a quorum, but a smaller number may adjourn or recess from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules or procedures adopted by the Council.

(D) Voting

Voting, except on procedural matters, shall be by roll call or unanimous consent, and the ayes and the nays shall be recorded in the minutes. When the presiding officer determines that there is no objection, the minutes shall reflect all Council members present as voting aye without the necessity of a roll call. When procedural matters are voted on by voice vote, show of hands, or other method, the minutes shall record "aye" votes for all members present, unless a member registers otherwise with the City Secretary. No action of the Council shall be valid or binding unless adopted by the affirmative vote of at least five Council Members or of four Council Members and the Mayor.

Section 2.08 Action Requiring an Ordinance

In addition to other acts required by law or by specific provisions of this Charter to be done by ordinance any and all of the following acts must also be done by ordinance:

- (1) Adopt or amend an administrative code or establish, alter or abolish any City department, office or agency;
- (2) Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
- (3) Levy taxes;
- (4) Grant, renew or extend a franchise;
- (5) Regulate the rate charged for services by a public utility;
- (6) Authorize the borrowing of money;
- (7) Convey or lease or authorize the conveyance or lease of any lands of the City;

- (8) Create certain boards and commissions provided by state law;
- (9) Amend or repeal any ordinance previously adopted; and
- (10) Prescribe standards for issuance of business or other licenses; and
- (11) Determine the salary of all elected and appointed City officials and employees.

Acts other than those referred to in the preceding sentence may be done either by ordinance or by resolution as prescribed by law.

Section 2.09 Ordinance in General

(A) Form

Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject and such subject shall be clearly expressed in its title. The enacting clause shall read: "Be it ordained by the City Council of the City of Laredo..." Any ordinance amending an ordinance or a part of the city code shall set out in full the ordinance, section or subsection to be amended, and shall indicate the matter to be omitted by enclosing it in brackets and by using strikeout type and shall indicate new matters by underscoring and by using italics.

(B) Procedure

An ordinance may be introduced by any member of the Council at any regular or special meeting of the Council. Upon introduction of any ordinance, the City Secretary shall distribute a copy to each member of the City Council, and shall file a reasonable number of copies in the office of the City Secretary and such other public places as the Council may designate, including the Internet. Except as provided in Section 2.11, no ordinance shall be submitted for a vote of the Council at the same meeting at which it was introduced. Except as provided in Section 8.03, it shall not be necessary that an ordinance be read more than one time before submission for a vote of the Council. The City Council must have a public hearing or inquiry sixty (60) days before it increases any type of taxes or service charges, or passes any bond issue, or utility rate increase. A public hearing shall also be required where State or Federal statutes or regulations provide.

(C) Effective Date

Except as otherwise provided in this Charter, or by ordinance or by law, all ordinances and resolutions passed by the Council shall take effect at the date indicated therein.

(D) Publication of Ordinances

Any ordinance imposing any penalty, fine, or forfeiture shall after the passage thereof, be published one (1) time in the official newspaper before the same shall go into effect. In lieu of publication of the full text of the ordinance, it shall be sufficient to publish the descriptive caption or title of the ordinance, stating in summary the purpose of the ordinance and the penalty for violation

thereof. The ordinance shall take effect and be in force from and after the publication thereof, unless otherwise expressly provided.

Section 2.10 Authentication and Recording; Publication and Codification

(A) Authentication and Recording

The City Secretary shall authenticate by his/her signature and record in full, in a properly indexed book kept for the purpose all ordinances and resolutions adopted by the Council.

(B) Publication and Codification

The Council shall cause each ordinance and each amendment to this Charter to be made available to the public promptly upon its adoption. The Council shall provide for the preparation of a general codification of all City ordinances having the force of law.

The general codification shall be adopted by the Council by ordinance and shall be published promptly in loose-leaf form together with this Charter and any amendments thereto. The official copy of the Code of Ordinances in the office of the City Secretary shall be kept up to date and properly indexed. It shall not be necessary to repeat in the Code of Ordinances technical codes adopted by reference. One copy of the Code shall be furnished to City officials and officers. It shall also be placed in libraries and public offices for public reference and made available electronically and for purchase by the public at production cost. Amendments to the Code of Ordinances may also be purchased by the public as they become available.

(C) Printing

The council shall cause each ordinance and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances, and Charter amendments shall be distributed or sold to the public at reasonable prices to be fixed by the Council. Following publication of the first Laredo City Code and at all times thereafter, the ordinances and Charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for integration therein.

Section 2.11 Emergency Ordinances

To meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by any public utility for its services or authorize the borrowing of money. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of five (5) Council members shall be required for adoption. After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed as of the sixty-first

(61st) day following the date on which it was adopted, but shall not prevent re-enactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Section 2.12 Ordinances Still in Force

All ordinances of said City now in force not contrary to the provisions of this Charter and the laws of this State shall continue in force until repealed.

Section 2.13 Codes of Technical Regulations

The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such an adopting ordinance shall be prescribed for ordinances generally except that:

- (1) The requirements in Section 2.09 for distribution and filing of copies of the ordinance shall be construed to include copies of the code of technical regulations as well as the adopting ordinances, and
- (2) A copy of each adopted code of the technical regulations as well as of the adopting ordinance shall be authenticated and recorded by the City Secretary pursuant to Section 2.10.

Copies of any adopted code of technical regulations shall be made available by the City Secretary for distribution or for purchase at a reasonable price.

Section 2.14 Mayor: Election and Term

There shall be a Mayor elected by the qualified voters of the City at large. The Mayor shall serve a four (4) year term with a limit of two (2) elected four year terms excluding time served through appointment or election to an unexpired term.

Section 2.15 Powers and Duties of the Mayor

- (1) Shall preside at Council meetings;
- (2) Shall be recognized as the head of the City Government and as the official representative of the City but shall have no administrative duties;
- (3) Shall only vote in case of a tie of Council Members;
- (4) Shall have the veto power and his/her veto shall be executed within the next two regularly scheduled Council Meetings, and may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;
- (5) Shall make the official state of the city address by January 31 of each year of the Mayor's term of office at a public place open and free to all of the people of Laredo. The private sponsorship of the official state of the city address is prohibited.

- (6) Shall have the right to initiate motions at City Council Meetings;
- (7) Shall have the right to add items to the Council agenda;
- (8) Shall consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular and or special Council meeting;

Section 2.16 City Secretary

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five Council members. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than five Council Members.

Section 2.17 Internal Auditor

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than five Council Members.

ARTICLE III CITY MANAGER

Section 3.01 Appointment; Compensation

The City Council, by the affirmative vote of no less than five Council Members, shall appoint a City Manager for an indefinite term and fix the manager's compensation. His/her compensation shall be reviewed on a yearly basis upon the anniversary of his/or employment date.

Section 3.02 Qualifications

The City Manager shall be appointed on the basis of executive and administrative qualifications. He/she shall have a Master's Degree and no less than eight years' experience in government, economic development, or other government related field, five of which must be supervisory managerial experience. A Master's Degree in Public Administration is preferred. The City Manager need not be a resident of the City or State at the time of appointment, but must reside inside the City while in office.

Section 3.03 Removal

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than five Council Members. The action of the City Council in removing the City Manager shall be final, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

Section 3.04 Acting City Manager

By letter filed with the City Secretary, the City Manager shall designate, subject to approval of the City Council, a qualified City administrative officer to exercise the powers and perform the duties of City Manager during his/her temporary absence or disability. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the City Manager shall return or his/her disability shall cease. In the event the City Manager is incapacitated and cannot or will not designate an Acting City Manager, then the City Council shall appoint an Acting City Manager by the affirmative vote of no less than five Council Members.

Section 3.05 Powers and Duties of the City Manager

The City Manager shall be the chief administrative and executive officer of the City. He/she shall be responsible to the City Council for the administration of all City affairs placed in his/her charge by or under this Charter. He/she shall have the following powers and duties:

- (1) Shall appoint and, when he/she deems it in the best interest of the City, suspend, reassign, or terminate any City department directors provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules

adopted pursuant to this Charter. Department directors shall have the power to appoint, remove, or suspend all employees in their respective departments pursuant to policy as stated in Section 4.01(B), Directors of Departments;

- (2) Shall direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law;
- (3) Shall attend all City Council meetings and shall have the right to take part in discussion but may not vote;
- (4) Shall see that all laws, provisions of this Charter and acts of this Council, subject to enforcement by the City Manager or by officers' subject to City Manager's direction and supervision, are faithfully executed;
- (5) Shall prepare and submit the annual budget and capital program to the City Council;
- (6) Shall submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- (7) Shall make such other reports as the City Council may require concerning the operations of City departments, offices and agencies subject to his/her direction and supervision;
- (8) Shall keep the City Council fully advised as to the financial condition and future needs of the City and make such recommendations to the City Council concerning the affairs of the City as he/she deems desirable, and
- (9) Shall perform such other duties as are specified in this Charter or may be required by the City Council.

**ARTICLE IV
ADMINISTRATIVE DEPARTMENTS**

Section 4.01 General Provisions

(A) Creation of Departments

The Council may by ordinance establish City departments, offices or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies. No function assigned by this Charter to a particular department, office or agency may be discontinued or assigned to any other, except as otherwise provided by law or this Charter.

(B) Director of Departments

Department directors shall have supervisory responsibility over their respective departments and be subject to Section 3.05(1) and (2) and any other applicable provisions contained in this Charter.

Section 4.02 City Attorney

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five Council Members. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than five Council Members.

**ARTICLE V
MUNICIPAL COURT**

Section 5.01 Municipal Court

There shall be a court known as The Municipal Court of the City of Laredo with such jurisdiction, powers, and duties as are given and/or prescribed by the laws of the State of Texas.

Section 5.02 Judge of the Municipal Court

The Judge of the Municipal Court shall preside over and administer the operation of the Municipal Court. The Judge shall be an attorney, licensed to practice in the courts in the State of Texas and shall reside within the city limits. The Judge shall be elected in the City at large. No person shall be elected as a Judge for more than two terms. The vacating of office by the Municipal Court judge, by resignation or otherwise, shall constitute a full term irrespective of the length of time served for a four-year term with a limit of two elected four year terms in addition to any time served through appointment or election to an unexpired term. A judge shall not engage in the private practice of law. Notwithstanding this prohibition, a judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge's immediate family. The Judge of the Municipal Court shall receive such salary as shall be fixed by ordinance.

The Associate Municipal Judges shall be licensed to practice in the courts of the State of Texas. The Municipal Court Judge shall recommend one Associate Municipal Court Judge and the City Manager shall recommend one Associate Municipal Court Judge, and both must be confirmed by the affirmative vote of no less than five Council Members.

Section 5.03 Clerk of the Municipal Court

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five Council Members, and who shall serve at the pleasure of the Council. The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

There shall be such Deputy Clerks of the Municipal Court as may be authorized by the Council, who shall have authority to act for and on behalf of the Clerk of the Municipal Court and who shall be appointed by the Clerk of the Municipal Court.

ARTICLE VI FINANCIAL PROCEDURES

Section 6.01 Fiscal Year

The City shall operate on a fiscal year commencing on the first of October and ending on the last day of September.

Section 6.02 Submission of Budget

At least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying budget message.

Section 6.03 Budget Message

The City Manager's message shall explain the budget in fiscal terms and in terms of work programs and capital programs. It shall outline the proposed financial policies embodied in the budget of the City for the ensuing fiscal year. The message shall describe the important features of the budget and indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes. It shall include a summary of the City's debt position and major policies and changes in this area. The City Manager may include any other items deemed necessary.

Section 6.04 Budget

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the City Manager deems desirable or the Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

It shall indicate in separate sections:

- (1) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit, and program, purpose or activity, and the method of financing such expenditures;
- (2) Proposed capital expenditures during the ensuing fiscal year, detailed for each fund by organization unit when practicable and the proposed method of financing each such capital expenditure;
- (3) The anticipated income and expense and profit and loss for the ensuing year for each utility or other enterprise fund operated by the City;

- (4) The bonded debt and other indebtedness of the city showing the debt redemption and interest requirements, the debt authorized and unissued, the condition of the sinking funds and the borrowing capacity of the City. If at any time the General Fund balance falls below 15% of appropriated funds, staff will develop a plan, approved by the City Council, to be implemented during the ensuing fiscal year to restore the fund balance to 15%.
- (5) No funds, tax proceeds, or appropriations will be set aside specifically for any non-city government function, activity, department, agency or firm unless such entities have entered into a contract, agreement, engagement or study with the City, and such contract, agreement, engagement or study is included in the budget as finally approved and adopted by the Council.
- (6) Excess carry over funds from a prior fiscal year may be appropriated in the ensuing fiscal year for one time appropriations only. Such funds shall not be used for recurring annual operating costs. For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, exclusive of reserves.

Section 6.05 Capital Program

(A) Submission to Council

The City Manager shall prepare and submit a five-year capital program at least 60 days before the end of the fiscal year.

(B) Contents:

The capital program shall include:

- (1) A clear general summary of its contents;
- (2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing with appropriate supporting information as to the necessity for such improvements;
- (3) Cost estimates, method of financing and recommended time schedules for each such improvement; and
- (4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(C) Exception to Capital Program

The cost of utility expansion must be made by those requesting expansion and the City Council will not obligate any citizen by adjusting the utility rate to defray cost.

Section 6.06 Council Action on Budget and Capital Improvement Projects

(A) Notice of Hearing

The Council shall publish on five separate days in a newspaper of general circulation in the City, a notice of the general summary of the budget and capital improvements projects. The notice must state:

- (1) The times and places where copies of the budget and capital improvements projects are available for inspection by the public; and
- (2) The time and place, not less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The Council shall hold at least one public hearing during the period of its consideration.

(B) Amendment Before Adoption

After the public hearing the Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income, nor appropriations be made in the budget to pay expenditures of a previous fiscal year.

(C) Adoption

The Council shall adopt the budget on or before the last day of the month of the fiscal year currently ending. If the City Council fails to adopt a budget by this date, the budget of the previous year shall be deemed to be adopted. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

In accepting the budget, the Council shall complete drafts of the proposed budget ordinance, including an appropriation ordinance and such other ordinances as may be required to finance the budget. The City Council, by resolution, shall adopt the capital improvements projects with or without amendment after the public hearing and on or before the last day of the current fiscal year.

Section 6.07 Amendments After Adoption

(1) Supplemental Appropriations

If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make

supplemental appropriations for the year, up to the amount of such excess. The appropriations shall only be made after a public hearing establishes a need for such supplemental appropriations.

(2) Emergency Appropriations

To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes which may be renewed from time to time but the emergency notes and renewals thereof of any such year shall mature and be payable not later than the last day of the fiscal year.

(3) Reduction of Appropriations

If at any time during the fiscal year it appears that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(4) Transfer of Appropriations

At any time during the fiscal year the City Manager may transfer part or all of the unencumbered appropriation balance among programs within a department, office, or agency and, upon written request by the City Manager, the Council may, by ordinance, transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

Section 6.08 Lapse of Appropriations

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital project shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriations shall be deemed abandoned if five (5) years pass without disbursement from or encumbrance of the appropriation.

Section 6.09 Administration of Budget

(A) Work Programs and Allocations

At such time as the City Manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested funds, categorized by line items, for the fiscal year. The City Manager shall review and authorize such funds with or without revision as early as possible in the fiscal year. The City Manager may revise such funds during the year and if deemed desirable shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations made pursuant to Section 6.07.

Section 6.10 Financial Reports

The Manager shall, within thirty (30) days, after the close of each quarter of the City's fiscal year, present to the Council, and make available to the public, unaudited financial statements indicating the financial condition of the City. These statements shall include a Combined Balance Sheet of all funds, an Analysis of Change in Fund Balance, a Statement of Revenue (Actual and Estimated), a Statement of Expenditures and Encumbrances compared with the authorizations. An analysis of the Debt Service Funds and the General Long Term Debt Group Accounts shall also be provided quarterly, showing the debt authorized, issued and unissued, the condition of the sinking funds and the borrowing capacity of the City.

Section 6.11 Independent Audit

Within thirty (30) days after the close of the fiscal year, the Council shall obtain an independent audit, by a certified public accountant firm, of all City Funds, Block Grants, and any other accounts associated with the City Funds for the preceding fiscal year. As an integral part of the audit, a compliance audit of all major grants shall be provided. Upon completion of the audit, the results thereof shall be reported in writing to the Council as soon as reasonably possible following the close of the fiscal year, and said report shall be public record. The results of this audit shall be published within thirty (30) days after completion. The Council shall, by request for qualifications, designate such accountant or firm annually or for a period of two (2) years, with an option to renew annually for a period not to exceed four years. The auditing firm selected shall have no personal interest, either direct or indirect with the City government, its management or personnel. The firm must be recognized as independent and void of any circumstances which reasonable people might believe to likely influence independence. To protect the integrity of the audit, the Council is prohibited to engage the same firm to perform any other kind of service whatsoever during the period of their audit engagement.

Section 6.12 Borrowing

The Council shall have the power, except as prohibited by law, to borrow money by whatever method it may deem to be in the public interest.

The total overall outstanding debt shall be limited to 10% of the total assessed valuation of the City.

Section 6.13 Bonds

(A) General Obligation Bonds

The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds for the acquisition of property for permanent public improvements or for any other public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas. Except for the refunding of bonds previously issued, any proposition to borrow money and to issue such bonds shall first be approved by a majority of the voters at an election called for the purpose of authorizing the issuance of such indebtedness. The ordinance calling such election and the manner of conducting the election shall conform in all respects to the general laws of the

State of Texas. A proposed issuance of a bond for any capital improvement projects valued at over 10% of the comprehensive budget, excluding enterprise funds, shall be approved by voters through ballot referendum.

It shall be the duty of the Council to levy an annual tax sufficient to pay the interest on and provide the necessary sinking fund required by law on all outstanding general obligation bonds of the City. The interest and sinking fund shall be deposited in a separate account and shall not be diverted to or used for any other purpose than to pay the interest and principal on such bonds or for investment in such securities as may be provided by law. The sinking fund maintained for the redemption of any debt may be invested in any interest bearing bonds of the United States government and State of Texas or in any other securities not prohibited by the laws of the State of Texas. These funds may not be pledged as security or collateral for borrowing by the City.

(B) Revenue Bonds

The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or facilities for any other self-liquidating municipal function not now or hereafter prohibited by any general law of the State and to issue revenue bonds to evidence the obligation created thereby. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, acquired and to the income therefrom, and shall never be a debt of the City. The Council shall have authority to provide for the terms and form of the purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the acquisition and operation of any such property or interest.

(C) Certificates of Obligation

The City Council is hereby authorized to issue Certificates of Obligation in accordance with the laws of the State of Texas.

(D) Sale of Bonds

Before bonds are sold they shall be submitted to and approved by the Attorney General of Texas in the manner and with the effect provided by the laws of the State of Texas.

(E) Bonds Incontestable

All bonds of the City having been issued and sold and having been delivered to the purchaser thereof, shall thereafter be incontestable and all bonds issued to refund in exchange for outstanding bonds previously issued shall and after said exchange be incontestable.

Section 6.14 City Depository

The City shall designate a primary bank to provide depository and specified banking services. The designation of such bank shall be made through a depository contract. A Request for Proposal for such contract shall clearly state the services that the City is requesting and the award of the contract shall be based on the lowest proposed cost for those services, or lowest

compensating balance, or combination of both as is determined to be in the best interest of the City. The depository contract shall not exceed a period of five years.

The City Manager shall deposit all public funds in excess of the amount provided as a compensating balance on deposit. If a compensating balance is a term of the depository contract, funds in excess of that amount shall be available for investments authorized under the investment laws of the State of Texas.

The designation of a primary depository bank shall not restrict the City from entering into depository contracts with other financial institutions for the purposes of investing and/or receiving services not provided by the depository bank.

The City Manager shall comply with the terms of the depository agreement and such official shall not be liable for the loss of any money of said City so deposited by reason of any failure or suspension of such bank.

ARTICLE VII TAXATION

Section 7.01 Department of Taxation

There shall be a Department of Taxation, the head of which shall be the City Tax Assessor and Collector, who shall be appointed by the City Manager, and who shall either be solely responsible, or who shall have the authority to contract out with another entity, for the assessment and collection of all taxes levied by the City of Laredo.

Section 7.02 Powers of Taxation

The City shall have the power to levy, assess and collect taxes in an amount and of every character and type not prohibited by the Constitution and laws of the State of Texas for any municipal purposes. The power and authority thus conferred upon the City Council shall not be restricted or limited by any other provisions of this Charter.

Section 7.03 Tax Payments

All taxes due the City of Laredo shall be payable at the office of the City Tax Assessor and Collector, or at one or more other authorized locations throughout the City, and may be paid any time after assessments have been made final by the Council.

Taxes shall become due on October 1st of the year of levy and shall be paid by the following January 31st. Taxes for the current year not paid by April 30th of the year following the year of levy and all taxes for each year thereafter not paid by January 31st following the year of levy shall be subject to penalty in accordance with State Law. There shall be no extension of time for payment of taxes, nor remission, discount, or compromise of any tax, penalty and interest legally due to the City. The City Council, however, may provide a discount for early payment.

Section 7.04 Tax Liens and Liability

All property, real, personal and mixed, situated in the City of Laredo in the first day of January of each year shall be charged with a lien in favor of the City for the taxes due thereon. All issues of liability, priority of liens, foreclosure and collection of same shall be in accordance with the Texas Tax Code.

Section 7.05 No Separate Assessments

The City Tax Assessor and Collector shall not be required to make separate assessments of joint or conflicting interest in any real estate.

Section 7.06 Arrears of Taxes; Offset to Debt Against City

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to the City of Laredo for taxes; and the City shall be entitled to counter-claim and offset against any such debt, claim, demand or account in the amount of

taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

**ARTICLE VIII
FRANCHISES, PUBLIC UTILITIES, &
MUNICIPAL OWNED ENTERPRISES**

Section 8.01 Inalienability of Public Property

The right of use of the public streets, highways, byways, sidewalks, alleys, parks, public squares, public places, and other public facilities of the City is hereby declared to be inalienable by the City, except by ordinances not in conflict with the provisions of this Charter. No act or omission by the Council or any officer or agent of the City shall be construed to grant, renew, extend, or amend by estoppel or indirection any right, franchises or easement affecting said public streets, highways, byways, sidewalks, alleys, parks, public squares, public places, other public facilities and other real property.

Section 8.02 Power to Grant Franchise

The Council shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City, and, with consent of the franchise holder to amend the same. No franchise shall be granted for an indeterminate term, and no franchise shall be granted for a term of more than twenty-five years.

Section 8.03 Ordinance Granting Franchise

Every ordinance granting, renewing, extending, or amending a public utility franchise shall be read at three (3) regular meetings of the Council, and shall not be finally acted upon until thirty (30) days after the first readings thereof.

Within five (5) days following each of the three (3) readings of the ordinance, the full text thereof shall be published one time in some newspaper of general circulation of the City, and the expense of such publication shall be borne by the prospective franchise holder. No such ordinance shall become effective until the expiration of sixty (60) days following the date of its final adoption.

Section 8.04 Transfer of Franchise

No franchise shall be transferred by the holder thereof by ordinance.

Section 8.05 Regulation of Franchise

Every grant, renewal, extension, or amendment of a franchise, or not provided in the granting ordinance is subject to the right of the Council to:

- (1) forfeit the franchise at any time for failure of the franchisee to comply with the terms of the franchise, after a due process hearing;
- (2) impose reasonable regulations to insure safe, efficient and continuous service to the public;

- (3) require such expansion and extension of plants and facilities as are necessary to provide adequate service to the public;
- (4) require every franchisee to furnish to the City, without cost to the City, full information regarding the location, character, extent and condition of all facilities of such franchisee in, over and under the streets, alleys, and other public property of the City; and to regulate and control the location, relocation, and removal of such facilities;
- (5) collect from every franchisee operating in the City its fair and just proportion of the expense of excavating, grading, paving, repaving, constructing draining, repairing, maintaining, lighting, sweeping, and sprinkling such portions of the alleys, bridges, culverts, viaducts, and other public places and ways of the City as may be occupied or used in whole or in part by such franchisee; or to compel such franchisee to perform, at its own expense, its just share of such excavating grading, paving, repaving, constructing, draining, repairing, maintaining, lighting, sweeping and sprinkling;
- (6) require every franchisee to allow other franchisees to the use of its tracks, poles, wires, pipes or other facilities, including bridges and viaducts, whenever the Council, after notice and hearing, finds such use to be in the public interest; provided Council shall fix reasonable rental to be paid to the owner of the franchise of the facility for such use.
- (7) (a) prescribe the form of accounts kept by every franchisee;
 (b) examine and audit at any time the accounts and records of any franchisee;
 (c) require reports in such form and frequency as prescribed by Council.
- (8) require and collect any compensation; as allowed by law; and
- (9) require such franchisees who request an increase in rates, charges or fares, to reimburse the City for reasonable expenses incurred in employing rate consultants to conduct investigations, present evidence and advise the Council on such requested increase.

Section 8.06 Water, Gas, Electricity, and Other Essential Services

The City may provide its inhabitants with water, gas, electricity and other essential services as may be determined by the Council. The Council shall have the power to construct or purchase facilities to provide these services and to regulate and prescribe the rates and terms for such services. The City may contract with public or private companies to provide the city and its inhabitants with water, gas, electricity, and other essential services. The Council shall have the power to regulate and prescribe the rates and terms for these services.

Section 8.07 Accounts of Municipally Owned Utilities and Enterprises

Accounts shall be kept for each utility owned or operated by the City in such manner as to show the true and complete financial results of such City ownership and operation, including all assets

appropriately subdivided into different classes, all liabilities subdivided by class, depreciation reserve, other reserves and surplus; also revenues, operating expense including depreciation, interest payments, rental and other distribution of annual income. The accounts shall show the actual capital cost to the City of each public utility owned, also the cost of all extensions, additions and improvements and the source of the funds expended for such capital purposes. Accounting records shall show the cost of any service furnished to or rendered by any such utility or enterprise to any other City or governmental department. The City Council shall annually cause to be made and published a report showing the financial results of such City ownership and operation giving the information specified in this section and such additional data as the City Council shall deem expedient.

**ARTICLE IX
PLANNING AND ZONING**

Section 9.01 Planning and Zoning Director

There shall be a Planning and Zoning Department headed by a director who shall be appointed and removed by the City Manager with approval of the City Council. The responsibilities of the planning director include:

- (1) advising the City Manager on any matter affecting the physical development of the City;
- (2) formulating and making recommendations to the City Manager for a comprehensive plan;
- (3) reviewing and making recommendations regarding proposed Council action implementing the comprehensive plan pursuant to established planning procedure;
- (4) participating in the preparation and revision of the capital improvement program;
- (5) advising the City Planning and Zoning Commission in the exercise of its responsibilities and to provide necessary staff assistance.

Section 9.02 City Planning and Zoning Commission

There shall be a City Planning and Zoning Commission consisting of nine members nominated by the Mayor and Council who shall serve at the pleasure of the City Council and appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The Mayor and Council Members shall nominate one member each from among the qualified voters of the City for the term of the officeholder who made the nomination. Upon vacancy, subsequent nomination shall be by the Major or Council Members of the respective district corresponding to the original appointment. Members of the Commission shall hold no other City office, employment, or appointment. The Commission shall make recommendations to the City Manager and the City Council on all matters affecting the physical development of the City, shall be consulted on the creation and implementation of the comprehensive plan, and shall exercise all other responsibilities as may be provided by law. Reasons for forfeiture of office by a commissioner shall include failure to attend three consecutive meetings without being excused by the Commission.

Section 9.03 Comprehensive Plan

(A) Content

The Council shall adopt, and shall review or modify each year before the adoption of the budget, a comprehensive plan to govern the future physical development of the City. The requirements and contents of the comprehensive plan shall be specified by ordinance.

(B) Adoption

The City Manager shall submit the proposed comprehensive plan or proposed modification of the existing plan. The Council shall refer such proposal to the City Planning and Zoning Commission which shall within a time specified by the Council, report its recommendations thereon. After receipt of the recommendations of the Commission, the Council shall hold a public hearing on the proposed comprehensive plan or modification thereof and shall thereafter adopt it by resolution with or without amendment.

(C) Effects

The comprehensive plan shall serve as a guide to all future Council action concerning land use and development regulations, urban renewal programs and expenditures for capital improvements.

Section 9.04 Implementation of the Comprehensive Plan

(A) Land Use and Development Regulations

By ordinance, the Council may adopt land use and development regulations, including but not limited to an official land use map and zoning and subdivision regulations.

(B) Urban Renewal

The Council may, by ordinance, provide for redevelopment, rehabilitation, conservation and renewal programs for:

- (1) the alleviation or prevention of slums, obsolescence, blight, or other deleterious conditions, and
- (2) the achievement of the most appropriate use of land and environmental protection.

(C) Council Action

Before acting on any proposed ordinance concerning land use and development, where such ordinance refers to a matter covered by the comprehensive plan, the Council shall refer the proposal to the Planning and Zoning Commission, which shall within a time specified by the Council and prior to the public hearing on the proposed ordinance report its recommendations thereon. Prior to adopting any such ordinance, the Council shall report on the relationship between the ordinance and the comprehensive plan. In the event that the ordinance is adopted and does not accord with the comprehensive plan, the plan shall be deemed to be amended in accordance with the ordinance.

Section 9.05 Board of Adjustment

The Council shall appoint a Board of Adjustment and shall provide standards and

procedures for such board to hear and determine those matters specified in accordance with state law. The Mayor and each member of the City Council shall nominate one member of the Board, subject to confirmation by the affirmative vote of at least five Council Members or four Council Members and the Mayor. The term of office will be the same as the term of the officeholder who made the nomination. Vacancies shall be filled by the same nomination and confirmation process.

**ARTICLE X
NOMINATIONS AND ELECTIONS**

Section 10.01 City Elections

(A) Regular Elections

The regular City election shall be held on a date determined by City Ordinance in compliance with the Texas Election Code and the Texas Constitution.

(B) Qualified Voters

All citizens qualified under the Constitution and Laws of the State of Texas to vote in a City election and who satisfy the requirements for voter registration prescribed by law shall be qualified voters of the City within the meaning of this Charter.

(C) Conduct of Elections

Except as otherwise provided by this Charter, the provisions of the general election laws of the State of Texas shall apply to elections held under this Charter. All elections provided for by the Charter shall be conducted by the election authorities established by law.

Section 10.02 Nominations

Any person filing for office shall file an application with the City Secretary in accordance with the Texas Election Code. Each candidate's application for a place on the ballot must be accompanied by a nonrefundable filing fee in an amount to be determined by ordinance, or, in lieu of the payment of a filing fee, a petition signed by a certain percentage in an amount to be determined by ordinance of the total votes received in the last general election by all candidates for the office sought.

Section 10.03 Ballots

The ballot shall be prepared in accordance with the Texas Election Code. Candidates shall draw for position on the ballot in accordance with the Texas Election Code.

Section 10.4 Determination of Election Results

(A) Majority

A majority vote for any office is that number of votes which is a majority of the total number of valid ballots cast for the office concerned. Any candidate who receives a majority vote shall be declared elected. If none of the candidates for any particular office receives a majority vote none of such candidates shall be declared elected.

(B) Runoff Election

If under the foregoing provisions of this section one or more offices remain unfilled after the election, a runoff election shall be held according to the current Texas Election Code to fill them. The names (in each case) shall be those of the two candidates polling the greatest numbers

of votes in the initial election.

Section 10.05 Ballots for Ordinances and Charter Amendments

An ordinance or Charter amendment to be voted on by the voters of the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (amendment) be adopted?" Immediately below such question shall appear in the following order, the words "yes" and "no" and to the left of each a square in which by making a cross (X) the voter casts his vote.

Section 10.06 Council Districts; Adjustment of Districts

(A) Number of Districts

There shall be eight (8) City Council districts.

(B) Redistricting Commission

The Council shall appoint sixteen (16) registered City voters who shall comprise the Redistricting Commission. The Commissioners shall not be employed by the City in any capacity. Each Council member will appoint two (2) commissioners.

(C) Report; Specifications

By the first day of January after every Federal census, or as soon as feasible, after release of certifiable population figures by the federal census the Redistricting Commission shall file a report with the City Secretary containing a recommended plan for adjustment of the Council district boundaries to comply with these specifications: (1) each district shall be formed of compact, contiguous territory, as nearly rectangular as possible, and its boundary lines shall follow the center lines of streets; (2) each district shall contain as nearly as possible the same number of people but districts shall not differ in population by more than ten (10) percent of the population in the smallest districts created.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the City Secretary the report shall be introduced as an ordinance by a Council member.

(D) Procedure

The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that if a summary of the ordinances is published pursuant to Section 2.09, it must include both the map and the description of the recommended districts.

(E) Failure to Enact Redistricting Ordinances

The Council shall adopt the ordinance no more than 90 days from the date of its introduction.

If not adopted by the City Council by the 91st day, the report of the Redistricting Commission shall be deemed to have been adopted.

(F) Enactment

The new Council districts and boundaries, as of the 181st day after adoption of the redistricting ordinance, shall supersede previous Council district boundaries for all purposes of the next regular City election. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all Council members elected at that regular City election take office.

(G) Incumbent Options on Redistricting Changes

The redistricting changes affect the boundaries of the district that a particular Council member represents, as follows:

- (1) A council member serving a first term of office who is eligible for re-election may:
 - (a) choose to finish out the term the Council member was elected to; or
 - (b) choose to run for election in the new district that the Council member resides in.

The end result would mean that the Council member will have served the City for two terms and a total of six years. The original council district will now have a two-year unexpired term open for another candidate to seek election to.

- (2) A council member completing a final (second) term of office may:
 - (a) choose to finish out the term the Council member was elected to represent in the original district; or
 - (b) choose not to represent the district and thus a two-year unexpired term is left vacant for election.

**ARTICLE XI
INITIATIVE, REFERENDUM, AND RECALL**

Section 11.01 Recall Provisions

Any elected official may be removed from office by recall. A petition stating the specific grounds on which removal is sought shall be signed by the registered voters equal in number to ten (10%) percent of the registered voters in the City or District election to which the elected official was elected to office and shall be filed with the City Secretary by any registered voter who is eligible to vote in the proposed recall election. The recall petition shall have a time limit of six (6) months from the earliest date of any signature on the petition to the date of its filing with the City Secretary. Furthermore, no recall petition shall be filed against an elected official within six months after taking office nor within six months of the end of the elected term. A person subjected to recall election and not removed may not be the subject of another recall election for six months.

Section 11.02 Signatures to Petition

The signatures to any petitions need not all be appended to one petition and may be duplicated and assembled, but to each separate paper there shall be attached an affidavit of the person circulating the petition and such paper shall be invalid without such affidavit. Each signer of any petition paper shall, after his/her signature, show the place of residence by street and number, voter registration certificate number, and the date that the signature was affixed on the petition. The affidavit attached to each petition or duplicate shall be as follows:

State of Texas County
of Webb

_____, being duly sworn, deposes and says that he/she personally circulated the foregoing paper, that all the signatures affixed thereto were made in his/her presence, and that he/she believes them to be the genuine signatures of the persons whose names they purport to be.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
State of Texas

Section 11.03 Filing, Examination, and Certification of Recall Petition

All petition papers comprising a recall petition shall be assembled and filed with the City Secretary as one instrument. Within twenty (20) days after filing, the City Secretary shall determine whether each paper of the recall petition is properly attested and whether the petition is signed by the requisite number of registered voters. Upon completing the examination, the City Secretary shall certify the results to the Council. If the recall petition is deemed to lack the required number of verified registered voters, the City Secretary shall set forth in detail the particulars in which it is defective; provided, however that except as to the particulars certified to be defective, the petition shall be deemed to be valid in all other respects.

Section 11.04 Amendment of Petitions

Exclusive of the six (6) month time limit stated in Section 11.01, a recall petition may be amended only once within twenty (20) days after certification of insufficiency by the City Secretary, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The City Secretary shall, within ten (10) days after the supplement is filed, examine the supplementary petition and, if the amended petition is then found to be insufficient, the City Secretary shall file his certificate to that effect and notify the person filing the same and no further action shall be taken on such insufficient petition. The findings of the insufficiency of a petition shall not prevent the filing of a new petition for this same purpose.

Section 11.05 Recall Election Ordered

If a recall petition, is certified by the City Secretary to be sufficient, he shall at once submit it to the Council and notify the person whose removal is sought of such action. The Council shall order a recall election which shall be held at the next allowable election date under the Texas Election Code but, in no event, less than thirty (30) days after the petition has been certified. Resignation prior to the recall election shall cancel the election.

Section 11.06 Ballots in Recall Elections

Ballots used in recall elections shall read as follows:

“Shall (name of person) be removed from the office of _____ by recall?”
Below such question there shall be printed the following as to each person.

“For the removal of (name of person).”
“Against the removal of name of person).”

Section 11.07 Result of Recall Election

If a majority of the votes cast are against the recall of a person he/she shall continue in office for the remainder of his/her term, but shall remain subject to the recall provisions. If a majority of such votes are for the recall of a person he/she shall, regardless of any defect in the recall petition be deemed removed from office.

Section 11.08 Limitation on Recall Petitions

No recall petition shall be filed against a person within six months after taking office nor within six months of the end of the individual’s term. A person subjected to recall election and not removed may not be the subject of another recall election for six months.

Section 11.09 Power of Initiative

The electors shall have the power to initiate any ordinance not in conflict with the Constitution or laws of the State of Texas or this Charter, and to adopt or reject the same at the polls.

Section 11.10 Power of Referendum

The electors shall have the power to approve or reject at the polls any ordinance passed by the Council. Ordinances submitted to the Council by initiative petition and passed by the Council shall be subject to the referendum in the same manner as other ordinances.

Section 11.11 Form of Petition

Any initiated ordinance or any ordinance subject to a referendum shall be submitted to the Council in a petition signed by qualified electors of the City equal in number to ten (10) percent of the electors qualified to vote at the time of the last regular municipal election. The petition shall be filed with the City Secretary and in the case of referendum, the petition must be filed within sixty (60) days after the enactment by the Council of any ordinance which is subject to a referendum.

The petition papers of an initiative, referendum, or recall shall be uniform in size and style. The initiative petition shall contain the full text of the proposed ordinance. The signatures need not all be attached to one page, but each separate page shall contain a statement that the signatory personally circulated the foregoing page (or paper), that all the signatures appended thereto were made in the signatory's presence and that the signatory believes them to be the signatures of the persons whose names they purport to be. Each signer to any petition shall sign in ink or indelible marker and shall indicate after their name their place of residence by street and number, and include the person's voter registration certificate number, and date of signature.

Section 11.12 Filing, Examination and Certification of Petition

All petition papers of an initiative or referendum shall be assembled and filed with the City Secretary as one document. Within twenty (20) days after a petition is filed, the City Secretary shall determine whether the petition contains the proper statement as per Section 11.11 above, and whether the petition has been signed by a sufficient number of qualified electors. The City Secretary shall reject as invalid or insufficient any petition which does not comply with the provisions of this Charter. The City Secretary shall certify the result of the examination to the Council at its next regular meeting. If the City Secretary certifies that the petition is insufficient or invalid, the particulars shall be set forth in the certificate. The person filing the petition shall be notified promptly of the City Secretary's findings.

Section 11.13 Amendment of Petition

A petition for an initiative or a referendum may be amended at any time within twenty (20) days after the notification of rejection or insufficiency has been sent by the City Secretary. Amendments are to be made by filing supplements and additional pages signed and filed as provided in the case of an original petition. The City Secretary shall, within ten (10) days after such amendment is filed, examine the amended petition and, if the petition is still insufficient, the City Secretary shall file a certificate to that effect and notify the person filing the amendment of the findings. No further action shall be taken on such petition. The findings of the insufficiency of a petition shall not prevent the filing of a new petition for the same purpose.

Section 11.14 Ordinance Not Suspended by Referendum

An initiative shall not go into effect until it is approved by the City Council. The certification of a referendum petition shall not suspend the ordinance to which it is addressed.

Section 11.15 Consideration by Council

(A) Initiative Petition

The Council shall immediately consider an initiative petition upon its receipt from the City Secretary. A proposed initiative ordinance shall be read and provision shall be made for a public hearing. The Council shall take final action on the ordinance no later than sixty (60) days after the date on which such ordinance was submitted to the Council by the City Secretary.

(B) Referred Ordinance

The Council shall reconsider a referred ordinance and shall, within thirty (30) days from the receipt of the petition for referendum from the City Secretary vote upon the question, "Shall the ordinance be repealed?"

Section 11.16 Submission to the Electors

If the Council does not pass an ordinance proposed by an initiative petition, or passes it in a form different from that set forth in the initiative petition, or if the Council does not repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors at the next special or regular municipal election.

Section 11.17 Form of Ballot for Initiated and Referred Ordinances

Ordinances submitted to a vote of the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted under a ballot title which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot title the following proposition, one above the other, in the order indicated "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

Section 11.18 Results of Election

If a majority of the electors voting on a proposed initiative ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 11.19 Repealing Ordinances; Publication

Initiative and referendum ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances. No ordinance adopted by the Council in response to an initiative petition shall be amended or repealed by the Council within six (6) months of the adoption; and no ordinance repealed by the Council in response to a referendum petition shall be reenacted by the Council within six (6) months of the repeal.

ARTICLE XII GENERAL PROVISIONS

Section 12.01 Personal Financial Interest

(A) Every officer and employee of the City shall be held to the highest standards of conduct and ethics in the performance of their duties and responsibilities to the City; and they shall not engage in any conduct or activity that is in conflict with or that has the appearance of a conflict with their duties to City or its best interest. Conflicts with the interests of the City include, but are not limited to financial conflicts of interest, the misuse of confidential information, and the use of City property for other than City purposes.

(B) Any violation of this standard of conduct shall cause a forfeiture of office and/or employment with the City. Any contract entered into as a result of the violation of this standard of conduct or that violates this standard of conduct, is voidable.

Section 12.02 Ethics Commission

The City Council shall, by ordinance, adopt a Code of Ethics, and establish an Ethics Commission to review and recommend standards of conduct not inconsistent with this Charter and with the Code of Ethics and to investigate all allegations of violations of the Code. The Ethics Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. Each nominee must be appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The term of the commission member shall be for the term of the officeholder who made the nomination. Upon vacancy, subsequent nominations shall be by the mayor for mayoral appointments or the Council Member of the respective district corresponding to the original appointment.

Section 12.03 Civil Service Commission

The City Council shall establish a Civil Service Commission, for employees of City other than its fire fighters and police officers, whose decision on matters brought before it shall be final. Furthermore, the functions, composition and power shall be determined by ordinance. The Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. Each nominee must be appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The term of the commission member shall be for the term of the officeholder who made the nomination. Upon vacancy, subsequent nomination shall be by the Mayor for mayoral appointments or the Council Member of the respective district corresponding to the original appointment.

Section 12.04 Nepotism

No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor, any Council Member, any elected City official, City Manager, or any member of any City board or commission shall be appointed to any office, position, clerkship, or

other position with the City. This prohibition shall not apply, however to any person who shall have been continuously employed by the City for a period of two (2) years or more prior to the election of the Mayor, Council member, or elected official or to the appointment of the City Manager or member of a board or commission related to such appointee in the prohibited degree.

Section 12.05 Oath of Office

Every person elected or appointed to any office in the City shall, before assuming the duties of the office, take and subscribe to the oath of office and the denial of bribery statement prescribed by the State Constitution and law.

Section 12.06 Prohibitions

(A) Activities Prohibited

- (1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, gender, age, disability, political or religious opinions or affiliations.
- (2) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the personnel provisions of this Charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules and regulations.
- (3) No person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person in connection with his/her test, appointment, proposed appointment, promotion or proposed promotion.
- (4) No person, including city employees, shall knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any city election from any city employee.
- (5) No city employee shall knowingly or willfully make, solicit or receive any contribution to the campaign funds of any political party or committee to be used in a city election or to campaign funds to be used in support of or opposition to any candidate for election to city office or city ballot issue. With the exception of members of council and the mayor, no employee or officer of the city shall, in any way, participate in political activity of any nature while on duty, in uniform or using city resources except for that required by the employee election procedure for appointments of members of the Civil Service Commission. With the exception only of the City Manager, any Deputy City Manager, any Assistant City Manager, the City Secretary, all of the staff of the City Secretary, all other officers and employees of the City of Laredo may participate in political activity, provided that no coercion or retaliation concerning political activity shall be allowed. None of the following: the City Manager, any Deputy City Manager, any Assistant City Manager, the City Secretary, and all of the staff of the City Secretary, shall, at any time,

take part in any political activity on city related issues except to provide factual information at the direction of the City Manager, to express their own opinions privately, and to cast their votes.

- (6) Any elected or appointed official or City employee who negligently or intentionally loses, damages, or injures records, documents or property of the City must reimburse the City for such losses.
- (7) No payments shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the City Manager or his designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable.

(B) Penalties

The City Council shall enact such ordinance or ordinances as it deems necessary to enforce this section and prescribing a fine for any violation. Any person finally convicted of a violation of any such ordinance shall be ineligible for a period of five (5) years thereafter to hold any City office or position. If such person is an officer or employee of the City, they shall immediately forfeit the office or position.

Section 12.07 Charter Amendment

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by Chapter 9 of the Local Government Code of Texas, as now or hereafter amended.

Section 12.08 Separability

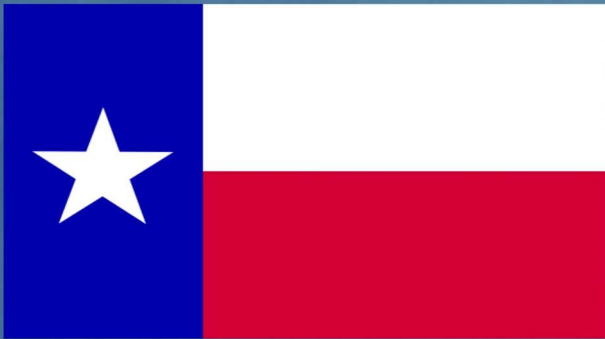
If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected hereby. If the application of the Charter or any of its provisions to any person or circumstances is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

Section 12.09 Charter Revision Commission; Charter Amendment

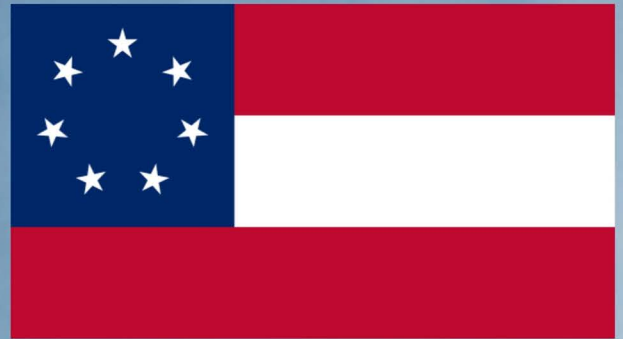
At least every ten years, but not more often than every two years, the City Council shall appoint a City Charter Revision Commission to make recommendations to the City Council for amendment or amendments to said charter. The Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. The Mayor and each Council Member shall nominate one member of the Commission, subject to confirmation by the affirmative vote of at least five Council Members or four Council Members and the Mayor.



UNITED STATES:
1845 - 1861 / 1865 - PRESENT



REPUBLIC: 1836 - 1845
STATE: 1845 - PRESENT



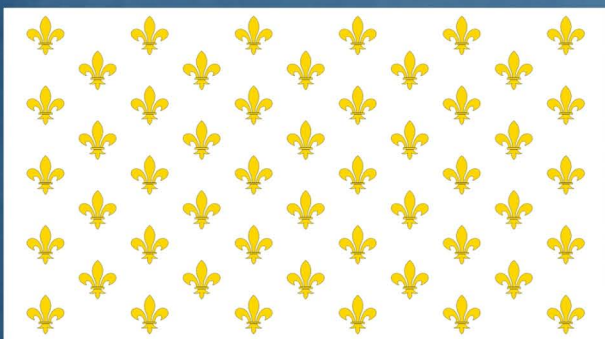
CONFEDERATE STATES
OF AMERICA: 1861 - 1865



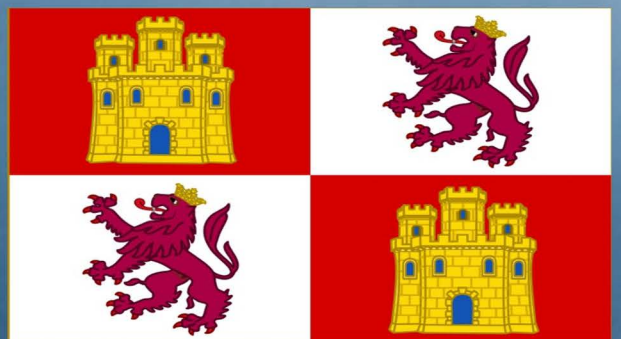
REPUBLIC OF THE RIO GRANDE:
JANUARY 17, 1840 - NOVEMBER 06, 1840



MEXICO: 1821 - 1836



FRANCE: 1685 - 1690



SPAIN:
1519 - 1685 / 1690 - 1821

Proposed Ballot Language for Council-Approved Charter Amendments from the Charter Revision Commission (CRC) Recommendations

Proposed Charter Amendment 1

Ballot Language:

Shall the City Charter be amended to require Council Members to reside and be registered to vote in the district for which they file for candidacy for one hundred and eighty (180) days, rather than ninety (90) days, preceding the last day for filing of an application for candidacy; require the Mayor and Council Members to reside in the City and their respective districts throughout their term of office; have residence defined pursuant to the Texas Election Code Section 1.015; and allow for grammatical and punctuation corrections in Section 2.01?

Charter change if the proposition passes:

Section 2.01 Composition, Qualifications, and Terms

(B) Qualifications

The Mayor and all City Council Members shall be registered voters of the City and shall ~~have~~ resided within the City for twelve (12) months immediately preceding the last day for filing an application for candidacy. Additionally, City Council ~~m~~Members shall ~~have resided within~~ and be registered to vote in the district for which they file for candidacy for ~~ninety (90)~~ one hundred and eighty (180) days preceding the last day for filing of an application for candidacy and **continue to reside** their residence in the district from which elected throughout their term of office. **Additionally, the Mayor must reside in the City throughout his or her term of office. Residence is defined pursuant to the Texas Election Code Section 1.015.**

Proposed Charter Amendment 2

Ballot Language:

Shall the City Charter be amended to state that a person delayed taking the oath of office for longer than twelve (12) months due to an election contest is not deemed to have served a full term?

Charter change if the proposition passes:

(C) Terms and Limits

The term of a City Council Member is four years. No person shall be elected as a City Council Member for more than two terms. The vacating of office by a City Council member, whether by resignation or otherwise, shall constitute a full term irrespective of the length of time served. A person who has been elected as a City Council Member through a special election to finish an unexpired term longer than two years shall be deemed to have served a full term. **A person who is delayed taking the oath of office for longer than twelve (12) months due to an election contest shall not be deemed to have served a full term.** No person shall be elected as a City Council Member through a special election if they have been elected to two terms. The terms of City Council Members shall be staggered with half of the City Council Members being elected every two years. Subject to the prohibitions and limitations of Section 2.03(A), service as a City Council Member does not limit service in another elected position.

Proposed Charter Amendment 3

Ballot Language:

Shall the City Charter be amended to provide that if the Mayor or Council Member held a City office or City employment immediately before their election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected, with re-employment based on the needs of the City?

Charter change if the proposition passes:

Section 2.03 Prohibitions

(A) Holding Other Office

Except where authorized by law, neither the Mayor nor a Council Member shall hold any other City office or City employment during the term for which he or she was elected, and no former Mayor or Council Member shall hold any compensated appointive City office or City employment until one year after the expiration of the term for which he or she was elected. **If the Mayor or Council Member held a City office or City employment immediately prior to election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected. However, re-employment is based on the needs of the City.**

Proposed Charter Amendment 4

Ballot Language:

Shall the City Charter be amended to provide that the Mayor or Council Member who is removed from office due to recall, conviction of a felony or court order, irrespective of the length of time served, thereafter be ineligible to hold elected office with the City of Laredo?

Charter change if the proposition passes:

Section 2.04 Vacancies: Forfeiture of Office, Filling of Vacancies

(D) The Mayor or Council Member who is removed from office due to recall, conviction of a felony or court order, irrespective of the length of time served, thereafter shall be ineligible to hold elected office with the City of Laredo.

Proposed Charter Amendment 5

Ballot Language:

Shall the City Charter be amended to allow the Mayor to vote in all cases and allow for punctuation and numbering corrections in Section 2.15?

Charter change if the proposition passes:

Section 2.15 Powers and Duties of the Mayor

- (1) Shall preside at Council meetings;
- (2) Shall be recognized as the head of the City Government and as the official representative of the City but shall have no administrative duties;
- ~~(3) Shall only vote in case of a tie of Council Members;~~
- ~~(3-4)~~ Shall have the veto power and his/her veto shall be executed within the same Council meeting or no later than the next two regularly-scheduled Council Meetings, and may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;
- ~~(4 5)~~ Shall make the official state of the city address by January 31 of each year of the Mayor's term of office at a public place open and free to all of the people of Laredo. The private sponsorship of the official state of the city address is prohibited.;
- ~~(5 6)~~ Shall have the right to initiate motions at City Council Meetings;
- ~~(6 7)~~ Shall have the right to add items to the Council agenda;
- ~~(7 8)~~ Shall consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular and or special Council meeting.;

Section 2.16 City Secretary

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five **members of City Council members**. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council

and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than five **members of City Council**~~Members~~.

Section 2.17 Internal Auditor

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than five **members of City Council**~~Members~~.

Section 3.03 Removal

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than five **members of City Council**~~Members~~. The action of the City Council in removing the City Manager shall be final, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

Section 4.02 City Attorney

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five **members of City Council**~~Members~~. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than five **members of City Council**~~Members~~.

Section 5.03 Clerk of the Municipal Court

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five **members of City Council** Members, and who shall serve at the pleasure of the Council. The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

Proposed Charter Amendment 6

Ballot Language:

Shall the City Charter be amended to allow the Mayor to veto a vote at the same meeting or the next meeting, rather than the next two meetings, and allow for grammatical corrections in Section 2.15?

Charter change if the proposition passes:

Section 2.15 Powers and Duties of the Mayor

(4) Shall have the veto power and his/her veto shall be executed ~~within~~**at the same Council meeting or no later than the** next ~~two~~ regularly scheduled Council Meetings, ~~and~~**but** may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;

Proposed Charter Amendment 7

Ballot Language:

Shall the City Charter be amended to require the recommendation of the City Manager and no less than five votes of members of the City Council to appoint and no less than six votes of members of the City Council (if the Mayor is allowed to by the approval of Proposed Charter Amendment 5) to remove the City Secretary, Internal Auditor, City Attorney, Clerk of the Municipal Court, and Planning and Zoning Director; and allow for grammatical corrections in Section 2.16?

Charter change if the proposition passes:

Section 2.16 City Secretary

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five Council ~~Members~~ Members. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than ~~five~~ **six** Council Members.

Section 2.17 Internal Auditor

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than ~~five~~ **six** Council Members.

Section 4.02 City Attorney

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five Council Members. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than ~~five~~**six** Council Members.

Section 5.03 Clerk of the Municipal Court

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five Council Members, and who shall serve at the pleasure of the Council. **The Clerk of the Municipal Court shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than six members of the City Council or Council Members.** The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

Section 9.01 Planning and Zoning Director

There shall be a Planning and Zoning Department headed by a director who shall be appointed ~~and removed~~ by the City Manager with approval of the City Council **by the affirmative vote of no less than five members of City Council. Planning Director shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than six members of the City Council.**

The responsibilities of the planning director include:

- (1) advising the City Manager on any matter affecting the physical development of the City;

- (2) formulating and making recommendations to the City Manager for a comprehensive plan;
- (3) reviewing and making recommendations regarding proposed Council action implementing the comprehensive plan pursuant to established planning procedure;
- (4) participating in the preparation and revision of the capital improvement program;
- (5) advising the City Planning and Zoning Commission in the exercise of its responsibilities and to provide necessary staff assistance.

Proposed Charter Amendment 8

Ballot Language:

Shall the City Charter be amended to require six votes to remove the City Manager, rather than five votes with no ability to veto by the Mayor?

Charter change if the proposition passes:

Section 3.03 Removal

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than ~~five~~**six** Council Members. The action of the City Council in removing the City Manager shall be final, **with no ability to veto by the Mayor**, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

Proposed Charter Amendment 9

Ballot Language:

Shall the City Charter be amended to increase the number of elected Municipal Court Judges from one (1) to two (2); require three (3) years of experience in the practice of law; and provide for qualifications, appointments, confirmation, and removal of Associate Municipal Court Judges?

Charter change if the proposition passes:

Section 5.02 Judges of the Municipal Court

The Municipal Court shall be composed of two full-time elected judges. The Courts shall be designated as Municipal Court Judge Position 1 and Municipal Court Judge Position 2. The terms of Municipal Court Judges shall be staggered, with one judge elected every two years. The Judges shall alternate serving as the Presiding Judge. The Presiding Judge of the Municipal Court shall administer the operation of the Municipal Court. The Judges of the Municipal Court shall preside over and administer the operations of over the Municipal Court. The Judges shall be attorneys, licensed to practice in the courts in the State of Texas and shall reside within the city limits. Before being elected, each Judge shall have three (3) years of experience in the practice of law in the State of Texas. The Each Judge shall be elected in the City at large. No person shall be elected as a Judge for more than two terms. The vacating of office by the Municipal Court j Judge, by resignation or otherwise, shall constitute a full term irrespective of the length of time served for a four-year term with a limit of two elected four-year terms in addition to any time served through appointment or election to an unexpired term. An elected judge shall not engage in the private practice of law. Notwithstanding this prohibition, an elected judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge's immediate family. The Judges of the Municipal Court shall receive such salary as shall be fixed by ordinance.

The Associate Municipal Judges shall be licensed to practice in the courts of the State of Texas. The Each Municipal Court Judge shall recommend one Associate Municipal Court Judge to work with him or her during his or her term. The

Associate Municipal Court Judges shall serve at the pleasure of the Judge appointing him or her. ~~and the City Manager shall recommend one Associate Municipal Court Judge, and both~~ Each Associate Municipal Court Judge must be confirmed by the affirmative vote of no less than ~~five-six~~ six members of City Council Members. The Associate Municipal Court Judge may be removed at the sole discretion of the Municipal Court Judge who appointed said Associate Municipal Court Judge.

Proposed Charter Amendment 10

Ballot Language:

Shall the City Charter be amended to grant the City Council the authority to submit binding and nonbinding elections for proposed ordinances to the voters and allow for numbering corrections in Section 11.10?

Charter change if the proposition passes:

Section 11.10 Power of Referendum

(A) Referendum by Electors

The electors shall have the power to approve or reject at the polls any ordinance passed by the Council. Ordinances submitted to the Council by initiative petition and passed by the Council shall be subject to the referendum in the same manner as other ordinances.

(B) Referendum by City Council

In the absence of a petition, the City Council shall have the authority to submit a proposed ordinance to the voters.

(C) Binding Election

If the City Council specifies that the election is binding, and if the voters approve the proposed ordinance, then the ordinance is adopted.

(D) Non-Binding Election

If the City Council specifies that the election is non-binding, then the results of the election are only to supply information and guidance to the City Council, and the proposed ordinance is neither approved nor disapproved.

Proposed Charter Amendment 11

Ballot Language:

Shall the City Charter nepotism article be amended to also prohibit persons related within the second degree by affinity or within the third degree of members of decision-making boards and commissions to be appointed to any office, position, clerkship, or other position with the City; but reduce the amount of time continuously employed by the City from two (2) years to six (6) months for existing employees to be exempt from the nepotism prohibition, except for relations with members of the Ethics Commission and the Civil Service Commission?

Charter change if the proposition passes:

Section 12.04 Nepotism

No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor, any Council Member, any elected City official, City Manager, or any member of any City **decision-making** board or commission shall be appointed to any office, position, clerkship, or other position with the City. This prohibition shall not apply, however to any person who shall have been continuously employed by the City for a period of ~~two (2) years~~ **six (6) months** or more prior to the election of the Mayor, Council member, or elected official or to the appointment of the City Manager or member of a **decision-making** board or commission related to such appointee in the prohibited degree, **except the Ethics Commission and the Civil Service Commission.**

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, ORDERING AND PROCLAIMING A SPECIAL ELECTION TO RUN CONCURRENT WITH THE GENERAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO BE HELD WITHIN THE CITY ON NOVEMBER 5, 2024; AND PROVIDING FOR SEVERABILITY, DESIGNATING POLLING PLACES, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Laredo, Texas, has determined it appropriate to submit to the qualified voters of the City for their adoption or rejection thereof of proposed amendments to the existing City Charter of the City of Laredo, Texas, pursuant to Section 9.004(a) of the Texas Local Government Code; and

WHEREAS, Section 9.04(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held on the first authorized uniform election date prescribed by the Texas Election Code and establishing the procedure to be followed in said election; and

WHEREAS, Section 41.001 of the Texas Election Code establishes November 5, 2024, as a uniform election date to conduct an election; and

WHEREAS, on August 5, 2024, a public hearing was held presenting the Charter amendments proposed by the City Council at the special city council meeting on July 23, 2024, to be submitted to the voters on the next uniform election date to be held on November 5, 2024; and

WHEREAS, the City Council of the City of Laredo, Texas, hereby directs City staff to publish notice of the special City Charter Amendment Election in a newspaper of general circulation on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the election on November 5, 2024, in compliance with Section 9.004(c) of the Texas Local Government Code.

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

SECTION 1. A City of Laredo City Charter Amendment Election is hereby ordered to be held with the General City Election scheduled on Tuesday, November 5, 2024, with the following propositions to be submitted to the qualified voters of the City:

Proposition 1

Shall the City Charter be amended to require Council Members to reside and be registered to vote in the district for which they file for candidacy for one hundred and eighty (180) days rather than ninety (90) days preceding the last day for filing of an application for candidacy; require the Mayor and Council Members to reside in the City and their respective districts throughout their term of office; have residence defined pursuant to the Texas Election Code Section 1.015; and allow for grammatical and punctuation corrections in Section 2.01?

- YES ()
- NO ()

Proposition 2

Shall the City Charter be amended to state that a person delayed taking the oath of office for longer than twelve (12) months due to an election contest is not deemed to have served a full term?

- YES ()
- NO ()

Proposition 3

Shall the City Charter be amended to provide that if the Mayor or Council Member held a City office or City employment immediately before their election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected, with re-employment based on the needs of the City?

- YES ()
- NO ()

Proposition 4

Shall the City Charter be amended to provide that the Mayor or Council Member who is removed from office due to recall, conviction of a felony or court order, irrespective of the length of time served, thereafter be ineligible to hold elected office with the City of Laredo?

- YES ()
- NO ()

Proposition 5

Shall the City Charter be amended to allow the Mayor to vote in all cases and allow for punctuation and numbering corrections in Section 2.15?

YES ()

NO ()

Proposition 6

Shall the City Charter be amended to allow the Mayor to veto a vote at the same meeting or the next meeting, rather than the next two meetings, and allow for grammatical corrections in Section 2.15?

YES ()

NO ()

Proposition 7

Shall the City Charter be amended to require the recommendation of the City Manager and no less than five votes of members of the City Council to appoint and no less than six votes of members of the City Council (if the Mayor is allowed to by the approval of Proposed Charter Amendment 5) to remove the City Secretary, Internal Auditor, City Attorney, Clerk of the Municipal Court, and Planning and Zoning Director; and allow for grammatical corrections in Section 2.16?

YES ()

NO ()

Proposition 8

Shall the City Charter be amended to require six votes to remove the City Manager, rather than five votes with no ability to veto by the Mayor?

YES ()

NO ()

Proposition 9

Shall the City Charter be amended to increase the number of elected Municipal Court Judges from one (1) to two (2); require three (3) years of experience in the practice of law; and provide for qualifications, appointments, confirmation, and removal of Associate Municipal Court Judges?

YES ()

NO ()

Proposition 10

Shall the City Charter be amended to grant the City Council the authority to submit binding and nonbinding elections for proposed ordinances to the voters and allow for numbering corrections in Section 11.10?

YES ()

NO ()

Proposition 11

Shall the City Charter nepotism article be amended to also prohibit persons related within the second degree by affinity or within the third degree of members of decision-making boards and commissions to be appointed to any office, position, clerkship, or other position with the City; but reduce the amount of time continuously employed by the City from two (2) years to six (6) months for existing employees to be exempt from the nepotism prohibition, except for relations with members of the Ethics Commission and the Civil Service Commission?

YES ()

NO ()

SECTION 2. The City Manager and City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

SECTION 3. Notice of the City Charter Amendment Election on November 5, 2024, shall be given by publishing a substantial copy of the proposed amendment, both in English and in Spanish, in a newspaper of general circulation on the same day in each of two successive weeks, with the first publication occurring before the 14th date of the election; and a substantial copy of this Ordinance, both in English and in Spanish, shall be posted at designated public places in the City of Laredo and also at City Hall, not less than 21 days prior to Election Day.

SECTION 4. The City Charter Amendment Election on November 5, 2024, shall be held and conducted in accordance with the provisions of the Texas Election Code and Texas Government Code, as amended, and as may be required by any other law. The official ballots for the City Charter Amendment Election shall be prepared in accordance with the Texas Election Code. All election materials and proceedings shall be printed in both English and Spanish.

SECTION 5. If any provision of this Ordinance, or its application to any person or circumstance, shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid. The City Council further declares that this Ordinance would remain enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Ordinance is finally adopted was open to the public and that public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, in accordance with the requirements of Chapter 551, Texas Government Code.

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 ATTORNEY**

City Council

Meeting Date: 8/19/2024

Final Readings 16.

SUBJECT

An ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account as further described in Exhibit "A" and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On August 5, 2024, City Council approved the public hearing and introductory ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account at all times as further described in Exhibit "A" and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

BACKGROUND

The need to establish that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account is to continue to avoid a disruption to the flow of traffic.

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 16 and at the World Trade Bridge are 232.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Establish that all commercial customers using the Automatic Vehicle Identification (A.V.I.) System maintain a minimum balance of \$100.00 on their account at all times.

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:

There is no financial impact to the Laredo Bridge System.

ORDINANCE 2024-O-158

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 1 OF ORDINANCE 2024-O-110 ESTABLISHING THAT ALL COMMERCIAL CUSTOMERS THAT ARRIVE AT THE TOLL BOOTH USING THE AUTOMATIC VEHICLE IDENTIFICATION (A.V.I.) SYSTEM MUST MAINTAIN A MINIMUM BALANCE OF \$100.00 ON THEIR ACCOUNT AS FURTHER DESCRIBED IN EXHIBIT “A” AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on August 5, 2024, City Council approved the public hearing and introductory ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account at all times as further described in Exhibit “A” and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date; and

WHEREAS, the need to establish that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of \$100.00 on their account 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 16 and at the World Trade Bridge are 232; and

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

Section 1: That section 1 of ordinance 2024-O-110 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

	<u>Fee</u>	<u>U-Turn Penalty</u>	<u>Violation</u>
6. Overweights (Without permit)			
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..... \$100.00 + per axle toll fee
10. All Commercial AVI accounts must maintain a minimum balance of \$100 at all times.

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 THE
____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. 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

	U-Turn	
	<u>Penalty</u>	<u>Violation</u>
6. Overweights (Without permit)	<u>Fee</u>	<u>Fee</u>
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 \$100.00 + per axle toll fee

10. All Commercial AVI accounts must maintain a minimum balance of \$100.00 at all times.

Exhibit “A”

City Council

Meeting Date: 8/19/2024

Consent Agenda 17.

SUBJECT

Consideration to ratify the purchase of new batteries and service life extension program to replace the electronic components of the uninterruptible power supply (UPS) for the Laredo Bridge System in the amount of \$195,885.37 from Flair Data Systems, Inc., Plano, Texas through the Equalis Contract EQ-013120-01. Funding is available in the Laredo Bridge System Construction Fund.

PREVIOUS COUNCIL ACTION

On June 24, 2024, City Council authorized the purchase of new batteries and service life extension program to replace the electronic components of the uninterruptible power supply (UPS) for the Laredo Bridge System in the amount of \$195,885.37 from Flair Data Systems, Inc., Plano Texas through the State of Texas DIR contract DIR-TSO-4354.

BACKGROUND

The current uninterruptible power supply (UPS) support for the Bridge Department Electronic Toll Collection System and IT System has been installed since 2013. The purpose of the UPS is to maintain power for the toll collection system equipment and IT equipment in the event of electricity outages. The UPS covers the power gap from when the electricity goes off and the few seconds for the generator to kick in. The UPS plays a crucial and critical role by providing business continuity for the Laredo Bridge System Toll Collection equipment and IT equipment operating during electrical power outages. The service life extension program will allow changes in the electrical components and will also extend the service life of the UPS units for a minimum of 10 more years.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Requesting the ratification of the purchase be approved in order to continue providing a service to the Laredo Bridge System customers.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Laredo Bridge System Construction Fund
Account #:	553-4050-583-5588 and 553-4050-582-3030
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

Funding is available in the Laredo Bridge System Construction Fund support services line item 553-4050-583-5588 and the machinery & equipment line item 553-4050-582-3030.



Renee Hassell
 Flair Data Systems
 214.445.3503
rhassell@flairdata.com

Property of Flair Data Systems - Confidential: Not for Duplication or Disclosure

Quote Number:
 Prepared for: City of Laredo
 Date: 7.29.24 rev.

Valid For: 31-Jul-24
 Service Level:
 Shipping & Tax: Not Included
 Contract Number:

SIGNED: _____

Total: \$73,961.97

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
	245753-14							
		Equals EQ-013120-01						
		Quantity 4, Eaton 9355-20-30, VRLA Sealed, 6		Two YR				
Support	(BL07CAXX)	P-106000220, Corrective Labor Coverage extended from 1 to 2-yrs <ul style="list-style-type: none"> - N/A Response Time - Age based pricing has been applied - EOSL Status Active 		TBD	TBD	\$484.64	\$1,938.56	\$1,647.78
HW/Install	(P-106000220)	Battery Replacement Items <ul style="list-style-type: none"> - 1x Full Internal Battery Replacement, 6x P-106000220 (kit including 2 battery trays, 9 batteries per tray) 7x24 installation (108Batt) Supporting Documents: T-0, R-9, W-1, R-11, R-13		TBD	TBD	\$13,453.00	\$53,812.00	\$45,740.20
	Site Location	Model	Serial Number					
	FM 3464	9355-20-30	BF514KXX09					
	Santa Ursula	9355-20-30	BF514KXX12					
	WATER ST	9355-20-30	BF514KXX11					
	FM 1472	9355-20-30	BF514KXX10					
		Quantity 4, Eaton 9155-12-15_64Batt, VRLA Sealed, 4		Two YR				
Support	(BL07CAXX)	P-106000226, Corrective Labor Coverage extended from 1 to 2-yrs <ul style="list-style-type: none"> - N/A Response Time - Age based pricing has been applied - EOSL Status Active 		TBD	TBD	\$479.98	\$1,919.92	\$1,631.93
HW/Install	(P-106000226)	Battery Replacement Items <ul style="list-style-type: none"> - 1x 4x P-106000226 (kit including 2 battery trays), 7x24 installation (64Batt 8Tray) Supporting Documents: T-0, R-9, W-1, R-11, R-13		TBD	TBD	\$7,335.90	\$29,343.60	\$24,942.06
	Site Location	Model	Serial Number					
	WATER ST	9155-12-15_64Batt	BF512FBB07					
	FM 1472	9155-12-15_64Batt	BF512FBB06					
	FM 3464	9155-12-15_64Batt	BF505FBB01					
	Santa Ursula	9155-12-15_64Batt	BF522FBB07					



Renee Hassell
 Flair Data Systems
 214.445.3503
 rhassell@flairdata.com

Property of Flair Data Systems - Confidential: Not for Duplication or Disclosure

Quote Number: Quimby5.31
 Prepared for: City of Laredo
 Date: 7.29.24 rev.

Valid For: 31-Jul-24
 Service Level:
 Shipping & Tax: Not Included
 Contract Number:

SIGNED: _____

Total:

\$121,923.40

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
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245753-15

Equalis EQ-013120-01

Quantity 4, Eaton 9355-20-30, VRLA Sealed, 6 One YR

Support	(FL87NXXX-0030)	Flex: 8 Hr Rsp, 7x24 Cvg · After Hours (7x24) w/ Parts&Labor · 8 HR Response Time · PredictPulse Remote · 1x UPS PM, After Hrs, 7x24, includes internal battery PM, 1 PM per year · 1x PredictPulse Wireless · EOSL Status Moving to Best Effort on Jan 1, 2034		TBD	TBD	\$1,920.00	\$7,680.00	\$6,528.00
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Non-Contract Items

		• 1x UAP Credit (UAP-Credit)					-\$857.25	-\$3,429.00
		• 1x Modem Accessory Credit (Modem-Credit)					-\$877.50	-\$3,510.00
		• 1x Industrial Card X-Slot Credit (IndXCardDisc-Credit)					-\$447.75	-\$1,791.00
		• 1x EMP Gen2 Credit (EMP2Disc-Credit)					-\$249.00	-\$996.00
Support	(P-106000287)	Program, UPS Electronics Replacement, 20-30 KVA, 208V, • 1x INDGW-X2, Industrial Gateway Card (X-Slot)				\$21,362.00	\$85,448.00	\$72,630.80
HW	(744-07538)	• 1x Eaton Universal Accessories				\$597.00	\$2,388.00	\$2,029.80
HW	(P-103003411)	Power (UAP) 208V				\$1,143.00	\$4,572.00	\$3,886.20
HW	(P-154000455)	• 1x PredictPulse Modem Kit				\$1,170.00	\$4,680.00	\$3,978.00
HW	(744-A4026)	• 1x EM PDT1H1C2, Environmental				\$332.00	\$1,328.00	\$1,128.80

Supporting Documents: T-0, X-1, R-2, R-30, R-32, R-10, R-6N

Site Location	Model	Serial Number
FM 3464	9355-20-30	BF514KXX09
Santa Ursula	9355-20-30	BF514KXX12
WATER ST	9355-20-30	BF514KXX11
FM 1472	9355-20-30	BF514KXX10

Quantity 4, Eaton 9155-12-15_64Batt, VRLA Sealed, 4 One YR

Support	(FL87NXXX-0015)	Flex: 8 Hr Rsp, 7x24 Cvg · After Hours (7x24) w/ Parts&Labor · 8 HR Response Time · PredictPulse Remote Monitoring · 1x UPS PM, After Hrs, 7x24, includes internal battery PM, 1 PM per year · 1x PredictPulse Wireless · EOSL Status Moving to Best Effort on Jan 1, 2034		TBD	TBD	\$1,807.00	\$7,228.00	\$6,143.80
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Non-Contract Items

		• 1x UAP Credit (UAP-Credit)		-857.25		-3,429.00
		• 1x Modem Accessory Credit (Modem-Credit)		-877.50		-3,510.00
		• 1x Industrial Card X-Slot Credit (IndXCardDisc-Credit)		-447.75		-1,791.00
		• 1x EMP Gen2 Credit (EMP2Disc-Credit)		-249.00		-996.00
		• 1x 9155 Service Life Extension Program, UPS Electronics Replacement, 8-15 KVA, 208V, 7x24	\$10,008.00	\$40,032.00		\$34,027.20
Support	(P-106000285)	• 1x INDGW-X2, Industrial Gateway Card (X-Slot)	\$597.00	\$2,388.00		\$2,029.80
HW	(744-07538)	• 1x Eaton Universal Accessories Power (UAP) 208V	\$1,143.00	\$4,572.00		\$3,886.20
HW	(P-103003411)	• 1x PredictPulse Modem Kit	\$1,170.00	\$4,680.00		\$3,978.00
HW	(P-154000455)	• 1x EMPDT1H1C2, Environmental	\$332.00	\$1,328.00		\$1,128.80
HW	(744-A4026)					

Supporting Documents: T-0, X-1, R-2, R-30, R-32, R-10, R-6N

Site Location	Model	Serial Number
WATER ST	9155-12-15_64Batt	BF512FBB07
FM 1472	9155-12-15_64Batt	BF512FBB06
FM 3464	9155-12-15_64Batt	BF505FBB01
Santa Ursula	9155-12-15_64Batt	BF522FBB07

City Council

Meeting Date: 8/19/2024

Resolution 18.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to accept a grant from AEP Texas for the AEP Texas Targeted Low-Income Program in the estimated amount of \$45,000.00 and to execute all necessary documents. The program will provide for the replacement of complete central air conditioning and heating units for an estimated 14 Noise Abatement home properties. The estimated project cost is \$125,000.00, which includes a City match of \$80,000.00. Funding for the grant and City match are available in the Noise Abatement Fund.

PREVIOUS COUNCIL ACTION

On 03/18/2024, City Council approved Resolution 2024-R-124, authorizing the City Manager to submit a grant application to AEP Texas for the AEP Texas Targeted Low-Income Program in the estimated amount of \$45,000 and to execute all necessary documents. The program will provide for the replacement of complete central air conditioning and heating units for an estimated 14 Noise Abatement home properties. The estimated project cost is \$125,000, which includes a City match of \$80,000.

BACKGROUND

The City of Laredo Municipal Housing (MH) manages 204 single family dwellings for the Noise Abatement Program. The MH has had the opportunity to work in partnership with AEP and AEP's consulting firm, Frontier Energy Inc., and plan on continuing energy efficiency improvements at the Noise Abatement homes. Frontier Energy, Inc. makes available grant assistance to cover the costs associated with the replacement and installation of new heating and cooling systems.

MH has received funds from AEP for the 4th consecutive year which have been used to replace over 80 HVAC units. Of the 204 Noise Abatement houses, about 30 will be selected to qualify within the program guidelines. Out of the 30 houses, an estimated 14 houses will have the HVAC replaced, depending on total funding availability. Frontier Energy, Inc. will be overseeing the allocation and disbursement of grant funds.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

The approval of this Resolution.

Fiscal Impact

Fiscal Year:	2023-2024
Budgeted Y/N?:	Y
Source of Funds:	AEP Texas
Account #:	257-3688
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

No financial impact.

RESOLUTION NO. 2024-R-258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM AEP TEXAS FOR THE AEP TEXAS TARGETED LOW-INCOME PROGRAM IN THE ESTIMATED AMOUNT OF \$45,000 AND TO EXECUTE ALL NECESSARY DOCUMENTS. THE PROGRAM WILL PROVIDE FOR THE REPLACEMENT OF COMPLETE CENTRAL AIR CONDITIONING AND HEATING UNITS FOR AN ESTIMATED 14 NOISE ABATEMENT HOME PROPERTIES. THE ESTIMATED PROJECT COST IS \$125,000, WHICH INCLUDES A CITY MATCH OF \$80,000. FUNDING FOR THE GRANT AND CITY MATCH ARE AVAILABLE IN THE NOISE ABATEMENT FUND.

WHEREAS, the City of Laredo Municipal Housing (MH) has submitted an application to Frontier Energy to participate in the 2024 AEP Targeted Low-Income Program, in order to undertake energy efficiency improvements to at least 14 Noise Abatement home properties and is requesting City Manager to accept and execute the grant award in the estimated amount of \$45,000; and

WHEREAS, tenants residing at these Noise Abatement homes will benefit from reduction in cooling and heating costs due to energy efficiency improvements; and

WHEREAS, the Municipal Housing shall go out on bids to contract for the weatherization and replacement of complete central air conditioning and heating units to an estimated fourteen (14) Noise Abatement home properties; and

WHEREAS, Frontier Energy Inc., will review the MH energy efficiency improvement proposal and allocate funds based on projects and availability of funds.

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

Section 1: Authorizing City Manager to accept a grant award from AEP Texas for the AEP Texas Targeted Low-Income Program which would provide for the replacement of complete HVAC systems to an estimated fourteen (14) Noise Abatement home properties.

Section 2: Authorizing the City Manager to execute all necessary documents related to the AEP Targeted Low-Income Grant Program.

Section 3: This Resolution shall become effective upon passage thereof.

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 T. NGUYEN
CITY ATTORNEY

BY: RODOLFO MORALES, III
ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 8/19/2024

Consent Agenda 19.

SUBJECT

Motion to authorize the City Manager to award a bid and enter into a contract with Representaciones Artisticas Apodaca to develop, organize, manage all logistics, promote, and solicit sponsorships for the "Festival del Antojo - Avocado Edition" event scheduled for September 14-15, 2024. The budget for the event shall not exceed \$196,000, and funding is available in the CVB budget.

PREVIOUS COUNCIL ACTION

A-2023-R-II Discussion with possible action on the Avocado Festival; and any other matters incident thereto. (Co- Sponsored by Council Member Alberto Torres, Jr.)
Council motioned to have the festival Fall of 2024.

A-2021R-08 Discussion with possible action on hosting the City of Laredo's Inaugural Avocado Festival to be held on October 23, 2021 at the Uni-Trade Stadium, and any other matter incident thereto. (Co-Sponsored by Council Member Mercurio Martinez, III.)

BACKGROUND

Having an event that features a well-known food influencer and has already proven successful now featuring Avocados will provide a better opportunity for the event to be a tourist and local attraction rather than only being a community event.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommendation is to proceed with the event.

Fiscal Impact

Fiscal Year:	2023-2024
Budgeted Y/N?:	Y
Source of Funds:	CVB
Account #:	250-5315-553-6313
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

The budget for the event shall not exceed \$196,000 and funding is available in the CVB Budget.



Event Planning Services (Informal RFP Event Planning Services - Laredo Convention & Visitors Bureau)

FESTIVAL DEL ANTOJO + AVOCADO FESTIVAL

19 / 06 / 2024

Description of services

Our Brand Apodaca group is a company with more than 40 years of experience in the industry of entertainment. Since 1978 “Representaciones Artísticas Apodaca” has impacted this industry developing a lot of regional artists and innovating in the way concerts and festivals are made. Nowadays, this company makes more than 300 concerts a year and have in their catalogue 9 different music festivals all around México, one of them being Tecate Pal Norte, the biggest music festival in Latin America, hosting more than 300 thousand people during the weekend of the event, 9 different stages and more than 100 artists.

In 2019 Apodaca Group associates with the foodology brand “El Blog del Gordo”, a brand with 10 years of experience in food marketing. Starting in Facebook, where they have more than 3.5 million followers, and emigrating to diverse social medias as Instagram and Tik Tok where they impact and engagement have seen a growth during the years. Both brands come up with this alliance with the mission of developing a new gastronomic experience in México, developing a new branch of gastronomic festivals called “Festival del Gordo” with the goal of being the biggest Food focused festival in México. Nowadays both brands have reached this objective, with their third edition together of the festival on the last 18th and 19th of May and receiving more than 100 thousand people between both days of the event.

The main purpose of this event is creating a space for families and friends to have a good time, where they can enjoy their day and taste some of the different plates that the different 120 restaurants and food trucks that are inside the festival have to offer. This festival includes different zones for different interests where you can find foodtrucks, restaurants, desserts and also a small market for different local entrepreneurs. Also, in this last edition we have 2 different stages, the secondary stage was focused in local musicians and the principal stage had as headliners “La Sonora Dinamita” and “La Fievre Loka”. Also, between all the different experiences we had a Kids zone, a Ferris wheel, photo opportunities, a carousel, 4 different contests and several brand activations.

With the growth of this brand, they developed a second festival called “El Festival del Antojo”, this one was focused in bringing flavor to the weekend of Mexican families, attracting more snacks, desserts and markets, creating a space for the entrepreneurs to show their different business with the reactivation of massive events post pandemic. With 9 different editions of this event, being the last one on the past 13th and 14th of April with more than 30 thousand people and reaching different cities around Mexico like Tijuana and Torreon.

This food festival brand reached the U.S. in August of 2023 when we held our first edition of “El Festival del Gordo” in Houston, Texas. There were approximately ten thousand attendees during the weekend event. It was such a success that we have plans to return to the great city of Houston for our second edition of the festival.

Over the years, Apodaca group have made a lot of alliances with sponsors to develop great experiences for all the attendees in our events. In the last edition of El Festival del Gordo we have international sponsorship such as Pepsi, Nissin and Miller Highlife, and other national brands (Mexico) as Bimbo and Afirme and more. Where they contribute to our festival bringing their own plates and products for people to enjoy. Each brand had the opportunity to create their own space of activation to offer unique experiences during the event.

Apodaca Group have seen in the last couple of years a growth in the events they're making in the U.S., developing tours for different artists like Alicia Villarreal, Pesado and Jose Madero. In the case of "El Festival del Gordo" is already developing new markets. With the plans of reaching Guadalajara, going for second time to Houston, and now our new goal, to develop the Avocado Festival in Laredo Texas.

We are known for creating great experiences, and make from the ordinary something extraordinary, we have a great career creating concerts and festivals and the achievement of having the biggest food festival in Mexico. We have the expertise and the brand recognition to make the Avocado festival a great attraction for Laredo and reach new markets with our ideas, and this is how we are going to make it.

Strategic Plan

This kind of gastronomic events are constantly adapting to the city that will be hosting the festival. Depending the capacity, we could make a bigger event that can receive more attendees.

We would like to bring to the Avocado Festival the next areas.

- 8 restaurants
- 10 Foodtrucks
- 15 desserts
- 35 entrepreneurs
- kids zone
- brand activations
- Restrooms
- foodcourt
- ferris wheel*

**TO BE CONFIRMED*

Our master plan for the development of the festival will start 2 months before the opening day and consists in 4 different phases.

1. Planning phase:

1.1 Budget

It consists in create the plan we are going to follow for the development of the event and it all starts with the budget and the sales forecast. The promoter sits with the different share holders to determine the different costs we are going to have during this process and establish the different sources of income that the event is going to have, this includes the prices for the different vendors and the sponsorship packages. In the next chart we could see the primary expenses we are going to have during the event.

CONCEPT	QUANTITY	UNITARY COST	DAYS	TOTAL
TOLDOS 3X3	50	\$55.00	2	\$5,500.00
TOLDOS 5x5	8	\$100.00	2	\$1,600.00
VALLA POPOTE	200	\$25.00	2	\$10,000.00
ACCESOS	2	\$3,500.00	1	\$7,000.00
LIMPIEZA	40	\$350.00	2	\$28,000.00

MESA PICNIC	30	\$55.00	2	\$3,300.00
BAÑOS	16	\$90.00	2	\$2,880.00
MESAS DE JUEGOS	3	\$80.00	2	\$480.00
INFLABLES	2	\$100.00	2	\$400.00
SERVICIOS MEDICOS	1	\$500.00	2	\$1,000.00
SEGURIDAD	45	\$400.00	2	\$36,000.00
SISTEMA ELECTRICO	1	\$10,000.00	1	\$10,000.00
IMPRESIONES TOTAL	1	\$10,000.00	1	\$10,000.00
PERMISOS TOTAL	1	\$30,000.00	1	\$30,000.00
PHOTO OPPORTUNITY TACO	1	\$4,500.00	1	\$4,500.00
GASTOS VARIOS	1	\$5,000.00	1	\$5,000.00
FLETE	1	\$12,000.00	1	\$12,000.00
VENUE	1	\$30,000.00	1	\$30,000.00
VIATICOS 10 PERSONAS	1	\$600.00	5	\$3,000.00
PERSONAL MONTAJE 6 PERSONAS	1	\$1,200.00	5	\$6,000.00
ALIMENTOS PERSONAL MONTAJE	1	\$360.00	5	\$1,800.00
HOSPEDAJE 10 PERSONAS	1	\$750.00	5	\$3,750.00
TRASPORTACION PERSONAL	1	\$415.00	6	\$2,490.00
PUBLICIDAD	1	\$3,000.00	1	\$3,000.00

TOTAL EXPENDITURES: \$217,700 TWO HUNDRED SEVENTEEN THOUSAND AND SEVEN HUNDRED DOLLARS 00/100 DLLS

There is also an **operation fee** for **\$49,999.00 dlls** that includes the next concepts:

- Use of brand "Festival del Antojo"
- Use of personal image Edgar Elizondo/Blog del Gordo
- Operative team (10 personas)
- Social media campaign
- Beverage sales supervisor
- Assemble supervisor
- Operative director
- Person in charge of customer service

Although it looks like an ambitious project, all these costs are necessary for the development of a great-quality event, some of the expenses are centered and giving a good space of work to the different vendors, where they develop correctly their work and create a great experience for all the assistants that interact with their stands. Also, it considers all the team of people that are going to be working in developing this project, we will talk about the specific role of each person in the team ahead in the document, but is important to consider this at the expenses because are the people that are well experienced to develop and make this event come to reality.

Sometimes cheap things could be more expensive at the development of an event, that's why we search for quality suppliers and workforce that can help us to develop the event as it has to be. We

need to focus in developing an extraordinary event and sometimes to achieve that we need to use some of the budget we have. Also, we want to collaborate with the city of Laredo, for helping us with their expertise and contacts to find the best alternatives for some suppliers.

The different costs we show are an estimate based in our experience in other events at the US.

1.2 Vendor service plan

Once the budget and sales forecast are completed the sales and commercial team starts with their part of the work.

For the different vendors we are going to have during the event we have 2 different sales teams, one focused in food and another one focused in entrepreneurs, both teams make public the call for vendors to register for this event and analyze different aspects for determine which ones will be at the festivals. Commonly we analyze the quality, variety and innovation that each vendor sells, also each team communicate the prices for each category of vendors, the prices could go around the \$150 to the \$800 dlls depending on the category (markets are the cheapest ones and restaurants the most expensive), and start to close the sales for the operation team have a precise idea of how to distribute each of the different areas. Also is important to know that the different prices are determined by the different costs that each space will have, like the sunshade, electricity and branding of the space. We search a good amount of local and foreign vendors, to give a reason for local people to support the business they already know and a foreign taste to attract new markets and give a different value proposition to the people of Laredo.

We expect that the distribution for this team will be 8 restaurants, 10 foodtrucks, 15 desserts and 35 market entrepreneurs. giving us a total of 68 vendors for the event.

1.3 Sponsorship service plan

On the side of the sponsorships, we have a commercial team that is focused only on the big brands that could have interest in this event. For these brands the prices are bigger, going around the \$5,000 to \$15,000 dlls. We already have databases and contact with a lot of different brands that we know that a festival of this style could be of their interest, the commercial team starts with calls and meetings with different brand managers and the negotiations starts to generate win-win situations that could give an extra value to the event. Each brand is different, and the metrics each brand wants to see an impact on can vary with the purpose of each of them. One side is focused to see an impact in their sales and they want to do sampling or sell a new category of products inside the event. Other ones go through the way of achieving more brand recognition and like the presence in social media, product placement and photo opportunities for people to interact with their brand. As we mentioned before our experimented commercial team has close a lot of different brands just in the gastronomic events like Bimbo, Pepsi and Miller, so the existence of brands that could be interested in an event of this style already exist and it grows with a lot of brands wanting to reach the American market.

In the next images we could see a little bit of how the brands make their activations during the event.



1.4 Beverage sales plan

Another fundamental part that starts to develop in this phase is the planning for the beverages sales and for this category we have another side team that develops this part of the event. The first task is to develop a different sales forecast just for the beverages (it should be also considered in our main budget). This area, unlike the food category, is operated by the team of Apodaca Group, so the sales of this zone are reflected during the event. The role of this team is to estimate que quantity of beverages that we are going to sell during the event, following tendencies of past events and the market growth in each place. Also, they work along with the commercial team that searches the exclusivity of certain products as soda and beer. Our team establish a main operator for the sale of beverages of the event and that person is in charge of obtaining all the supplies that are needed during the event, like ice, product, labor force that will help us selling the products during the event.



For an event of this size, we could estimate around 2500 beers and 5500 sodas/water that we could sell during the event.

1.5 Permits

And last but not least in this phase we expect the city of Laredo to support us to get all the permits we need for the development of the event and to sell alcoholic beverages during it.

1.6 Closure of Planning

These different activities are fundamental for the planning phase because they give us a perspective of how so much money we are going to need for the development of the event and also with the flow of income it gives us the perspective of how so much money we have to start with the next phase.

2. Pre-production

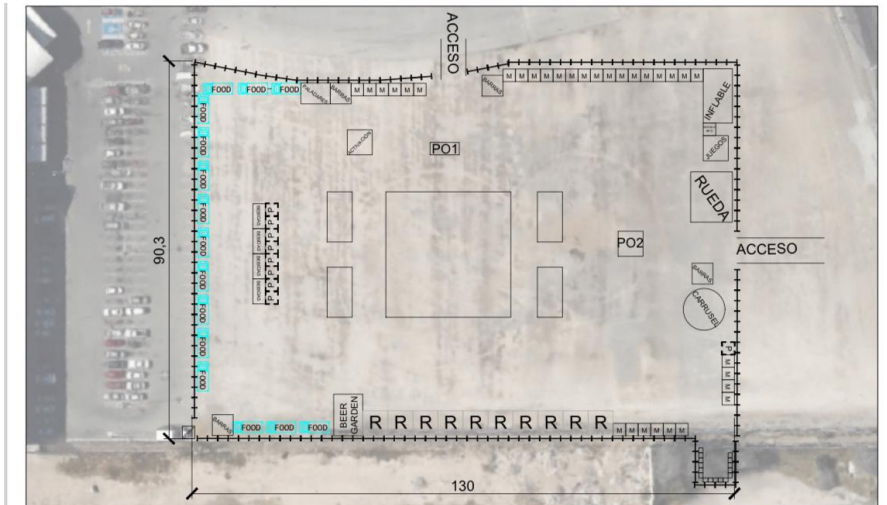
Once we have the planning phase completed, we can have visibility of the different things we are going to have inside our event, the quantity of different vendors, some idea of the quantity of sponsors that could develop a brand activation and we can start to develop a layout of the event.

2.1 Venue and layout

For starting to do the layout is important to have a clear budget to understand which venues we could use for this event, at the time of choosing a venue we consider some characteristics for developing the perfect event, some of them are the next ones.

- Dimensions or size of the terrain: A food event has a constant flow of assistants, although we expect a large quantity of people, the maximum quantity of assistants at the same time inside the event can vary with the dimensions of the venue. For the type of event, we expect to do we would recommend a venue that could have around 5000m² for develop the whole event.
- Parking Space: A lot of people at the time to assist to a free event this is a critical aspect for them to stay more or less time or even to arrive to the event. Having in your event a great space for parking lot could be key for the easy access and to attract even more people to stay in the event. We recommend a space that could contain around 500 to 800 cars at the same time.
- Accessible for assistants: Similar to the parking space aspect, at a free event if your venue is to far away of town, isn't well known by people just by hearing the name or there isn't a lot of public transport flowing by this place it could be very difficult for people wanting to reach out to visit our event, so is important to consider this at the time of choosing a place for the festival.
- Quality space: This is the most important aspect. If the quality of the venue is great it would generate a positive impact for the development of the festival. Its important to consider that its not only good quality for the assistants but also for the assemble of the event, that we could make a great distribution of the different zones, that it has shadow is a plus value added for all the involved parties, and that it checks all the marks for creating the event in that space. It's recommended to it be an outdoor venue because it generates a better experience for this kind of events.

This is how a layout of this type of event will look like. There are variations depending on the size of the venue, the different vendors and activities we would like to include, to adapt it to each event.



2.2 Suppliers

Once we consider all these aspects and we choose our venue for the Avocado Festival, we can start making our layout and see really the quantity of things we will need during the event. We need to have already estimated quantities of the things we need and how so much it will cost us, this numbers we will have them in our initial budget, and now we have to quote different suppliers to decide the best options for the development of the event. For this aspect we would expect the collaboration with the team of Laredo to help us connect with new suppliers to have a greater variety of options to choose. Important to consider quality-price aspect. This phase will start 2 months before the event to start and we have 4 weeks to review the different options and consider the best ones to see the numbers compared to the budget. At the end of this time, we need to have selected most of the suppliers and start to make the down payments.

2.3 Marketing plan

Also, during this month, we will start with big quantity of marketing and publicity. Although the date of the event can be announced since the first month of work, the big scale promotion will be centered during the last month of work. As it's a free ticket event, if we show all our publicity in advancement the people will forget the information about the event, we want to generate a lot of presence in a short lapse of time for generate the acknowledge of our assistants and constantly have the presence of the date in their mind, also to create that feeling that is next to happen this event so the people start to separate their weekend for this festival.

Our publicity will be centered and taking the most of the presence in social media of our associate El Blog del Gordo. With content in Facebook, Instagram and Tik Tok we will search to attract 2 primary segments. The first one youngster between 21 and 27 years old, a segment that is already in university or early graduates that already generate their own income and that can visit the event primarily in groups up to 4 people, where they can purchase different plates and enjoy of the variety of taste that we have in our event.

Our other segment are parents in their 35 to 45 years old, searching to attract families that have from 2 – 3 kids at different ages, generating a nice moment of gathering between families where they can enjoy of the different attractions as the kids' zone and would love the variety of desserts we can offer.

We have different goals that we want to achieve with our strategies like the next ones.



- Generate a whim in our new viewers

This will help us to attract a lot of people that want to search plates that they don't eat every day, rising the promise that at our event they will find their favorite plates to attack their whims. We will achieve this generating short videos that will show the process of preparing different plates that they can find at the event, generating intrigue and hunger for the viewers and showing them that at this event they can find the food they saw at the videos and more.

- Maintain informed our loyal costumers

We upload a lineup of the different vendors we will have, making allusion to the line up that music festivals generate. Also, different posts with countdowns and tips that will make the experience of visiting this festival a more comfortable one. This will show how easy is to come visit the festival and motivate the people that already know us to come to this new event.

- Exclusivity of the Avocado plates

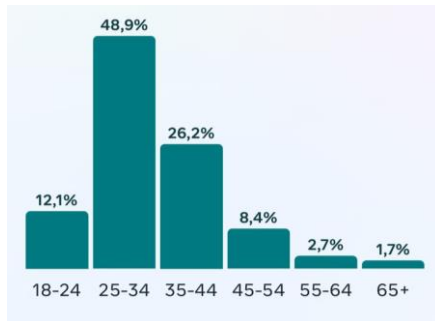
The plan is that the different vendors come with new plates using the avocado as a main ingredient in their recipes, and showing that only at this event they could find these exclusive especial plates that are design for this occasion. People like this kind of content because we generate that idea that are plates that they won't find in other places.

- Extra exposure of our vendors

We generate a template for our vendors to upload to their social medias, if their followers don't know our event, they will start hearing about us knowing that their favorite restaurants now they will be in this event, attracting new consumers that will search them at the festival. Also, this will give us different content where we can repost them and also generate presence at our social media.

Something important in marketing is the data, here we have some of the statistics of the last month of the social media during the events.





As we say, the market of people we want to focus on is the primary segments in our social media, commonly our social media have a big growth 2 weeks before the event and during the event, in that moments is where we need to generate more presence in social media for generate a bigger impact with our audience.

2.4 Closure of pre-production

With all this work done we start the planning of our most important phase that is the production where we need to schedule all the different suppliers and vendors we have during our weekend. We have to do this with time for mapping all the process of the development of the event and seeking that everything is ready for the big day.

3. Production

With all the pre-work we made in the last 2 phases we should have everything ready for starting to assemble the festival. This phase divides in 3 steps for the development of the event.

3.1 Arrival

If our event is going to start on Saturday, this step should start on Tuesday, we start loading the truck with the cargo needed to move to the event, this took around half a day to dispatch the truck to their destiny, and the next day we start to moving all the team to the city of destiny.

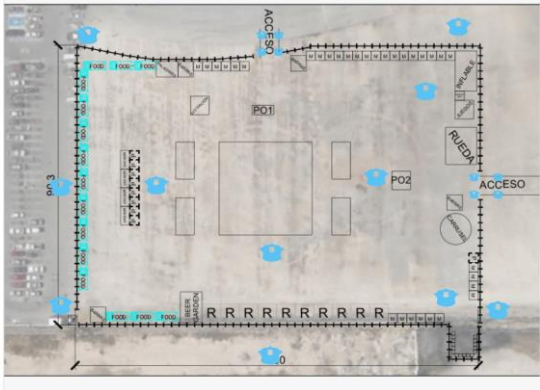
This phase has to occur pretty quickly and with a lot to attention to bring all the necessary material and to arrive with time to the city of destiny to do a quick check of the venue and the material we bring to see that everything is in order and ready to start the step of assembly.

3.2 Assembly

This step varies depending on the size of the event, for this one we expect to use 2 days (Thursday and Friday) for the assembly of the whole event. For this we need stage hands that will help us to develop all the different things we need to assemble during the event and also, we will have a schedule for the different suppliers we are going to have.

We schedule most of the big suppliers the first day of assembly for the different restaurants, food trucks and other vendors to arrive the second day of assembly to prepare the details of their stands. We have to consider all the different times we are going to need for the assemble develops orderly.

Once we have all staged in order with all the different involved parts and every stand is ready, we have to supervise all the safety matters. First of all, the security, an event of this size can be operated with 25 security elements where 10 elements are used for entrance, 8 are used for the perimeter and 7 are inside the venue securing different checkpoints.



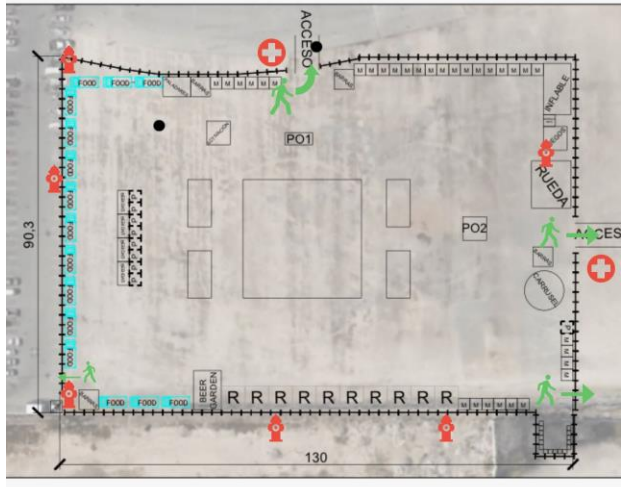
3.2.1 Safety

For the safety guidelines we made some regulations that the different vendors need to follow, the primary aspects are that everyone needs to bring their own and new extinguisher, if they use gas tanks for their kitchens, we inspect each of them searching for leaks and if we found one the vendor can't operate during the event. Also, we have different procedures depending on the type of situation that can occur inside the event.

We situate evacuation routes inside the venue and we explain to the private security how are we going to operate in case we need to treat some malfunction during the event.

Also is fundamental to have an ambulance always inside the venue and a medical care spot inside the event for every circumstance for small it is.

All the different safety guidelines will be adapt with the suggestions the city of Laredo and the local authorities (police and fire department) establish.



3.3 Operation

The event duration is from 12:00 hours to 23:00 hours and we have 3 critical moments that we need to be monitoring constantly. The first one is the opening of doors because we need to be monitoring the flow of people since the first moment, is the time to recognize if there is a mistake to solve it meanwhile there is still a small quantity of people. The second moment is when it gets dark, this because are the moments when the consumption of electricity is the highest, and more problematics can emerge in this area, we need to be supervising that everything is working correctly and functioning well. The third moment is the close of doors, because we need to make it in order to make it quickly and start to clean up and leave everything ready for the second day of the event.

3.3.1 Operational team

Also, we have a great team of people that are centered in the operation of different areas during the events. The first area is everything around food (restaurants, desserts, and food trucks) this person is in charge to supervise that everything is ready at the moment of opening doors, this person supervise that all the guidelines of safety and regulations are being fulfilled, and any inconvenience with the vendors he is in charge of solving it.

Then there is a person in charge of the entrepreneur's market. This role is similar to the one of the people in charge of food, this person looks out that everything is ready on time in this area but the size of the vendors is larger because this person is supervising around 40 different entrepreneurs.

There is a person in charge of social media and creation of content during the event, is in constant movement trying to get the best pictures and videos for make a good promotion for the event and also for generating personalized content for the different vendors that are in the event.

We have a person in charge of customer service, that is attending the different inconveniences that can come up with the clients, this aspect is very important because we need a person that can solve fast and have some tact for keeping the clients happy. Along with this area there is a person in charge of the different services like a kid's zone, if we have contest and other extra areas, this person is in charge of keeping control of this.

Also, a very important operator is the electrician, because this person is in constant movement reaching all the areas and seeking that the consumption of electricity is going with the planning we made. If some area is having a technical problem with the electricity, this person needs to solve it at the moment because those inconveniences could affect other areas in the festival if isn't solved correctly.

And finally, we have the main operator, this person is in charge of coordinating all the different groups of people and also gives a hand to all the different areas seeking that everyone is accomplishing their role. This person is mainly in charge to coordinate the private security, cleaning teams, local authorities, brands, entrances, flow of people and tries to anticipate to the different problems that can emerge during the event.

With this group of people constantly working and focusing in their role we can secure that everything is going to flow as it is planned. And after 2 days of event, we close doors and we can go to the final step of this process.

4. Post Production

4.1 Dismantle the event

This is the last phase of the event where we dismantle all the different things in the event, normally we schedule the suppliers to start coming just when the doors are closed of the event, so the dismantle of it starts since all the assistants of the event are gone. The night dismantle is focused in taking all the things that are going in the truck and just leave the material of some of the suppliers for them to take all of it the next day.

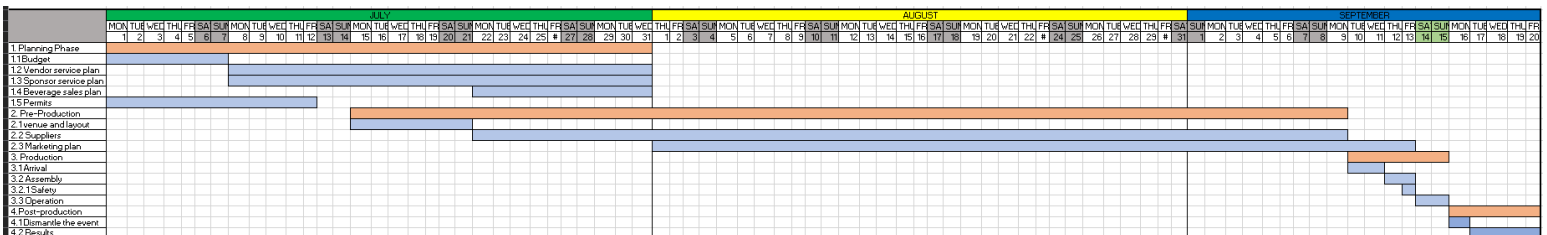
4.2 Results

Also, we establish an extra cleaning team for leaving the venue in perfect conditions, they stay all the posterior day of the event, taking out all the garbage that was left. The foodtrucks leave of the venue also once the doors are closed and the event is finished, and the restaurants and the rest of vendors need to take out all their material also that same night.

Once we headed back to our home town, we need to start to generate report for measure the success of the event. The metrics that we use the most are the next ones.

- Assistants: We have counters in all the access of the event, this for having a control of how many people we have at the same time inside the venue and the total of assistants at the end of the event per day.
- Social media: We look at how many interactions and how many new users we reach during the weekend of the event. Also, which type of content was more attractive to our users and generate a bigger engagement. Also, as we commonly have other brands involved in the project, as the sponsors and vendors, so we look out the impact we generate with our content to their brands how many followers they grow and how many interactions the content we made for them have.
- Income: we look out all the different expenses we have and all the variable costs we have during the event, to make the final cash flow and understand how profitable this event was.

Also, we can search different metrics for understand our growth depending on what are we looking for at each event. And with all these aspects we complete the process of developing the Avocado Festival. We can see all these things reflected in the next Gantt chart that resumes all the work we are going to do.



LINK GANTT CHART:

<https://docs.google.com/spreadsheets/d/1otgaASqDuA6YI88KQnLPc4tqwBE-8bupCpS4rXbA3E/edit?usp=sharing>

FESTIVAL DEL ANTOJO + AVOCADO FESTIVAL

With all the different information shown during the whole document, we consider we have the experience and expertise to develop massive events as no other. We are focused in continue developing the food festivals all around Mexico and the U.S. We believe in our capacity demonstrated performing 9 different music festivals and just this year in plans of performing 7 gastronomic festivals and wanting to include Laredo to this List.

We have the contacts to make this event different like no other, to attract a lot of vendors to give taste to this event, and get help of big brands for develop a quality event like no other. We want you to see how all our expertise is shown with our planification, that is part of the success that we develop around the years.

Our work in the United States is growing every year, and we want that the Avocado Festival to be part of the development we are having in this new market.

REFERENCES

In the next link you could see 3 recommendation letters of clients we had for different events at U.S.

https://drive.google.com/drive/folders/1-kMWhokFp4sFG7qVVMWvq41twsdM1wHH?usp=drive_link

City Council

Meeting Date: 8/19/2024

Consent Agenda 20.

SUBJECT

Ratifying the execution of a service agreement between the City of Laredo Detoxification and Gloria Nataki-Koroma for psychiatric nurse practitioner services necessary within scope of practice for appropriate treatment of City of Laredo Detoxification Department patients. Total contract will be for 9 months, for a total not to exceed \$69,610.00. Funding is available in the American Rescue Plan Act Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Contract in the amount of \$49,000.00 was previously approved by City of Laredo management team. As the center has increased admissions it has been evident that psychiatric needs have increased requiring additional hours to provide adequate services to need patient needs.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the motion. Dr. Gloria Nataki-Koroma has been the psychiatric nurse practitioner for the center developing protocols, providing psychiatric services, follow-ups, including prescribing psychotropic medications.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	ARPA
Account #:	271-7410-543-5517
Change Order: Exceeds 25% Y/N:	Y

FINANCIAL IMPACT:

Funds are available in the American Rescue Plan Act. Act# 271-7410-543-5517

**INDEPENDENT CONTRACTOR – PSYCHIATRIC NURSE PRACTITIONER
SERVICE AGREEMENT**

I. PARTIES

This Independent Agreement (“Agreement”), effective February 16th, 2024, between City of Laredo Detoxification Department, ROOTS Recovery Center (“Center”), and Gloria Nataki Koroma (“Practitioner”) DBA Mind Care of Laredo.

The Center and the Practitioner are each referred to as a “Party” and, collectively, as the “Parties” agree to the following:

II. NATURE OF THE AGREEMENT

The Center seeks a Psychiatric Nurse Practitioner to serve as a mid-level for the Detoxification Department’s 24-bed in-patient medical detoxification and crisis stabilization facility. The practitioner services required are as follows:

- (a) Conduct initial face-to-face evaluations to determine level of care to admit patients into services.
- (b) Asses the mental health needs of the patients by performing comprehensive psychiatric evaluations, and identify risk factors that might affect a patient’s mental health.
- (c) Formulate DSM-5 diagnoses based on the assessment and determine what will be the most effective plan of care.
- (d) Utilize psychopharmacology, and in collaboration with the staff at the Center (Licensed Professional Counselors, Case Managers and other medical staff), place patients on a regiment of therapy and prescription medication to improve their mental health.
- (e) Evaluate to ensure the desired outcome has been met. Re-assessment may be frequently needed depending upon overall patient condition. The plan of care may be adapted based on new assessment data.
- (f) Be available for on-call services to assist in medical emergencies.

III. CONSIDERATIONS & PAYMENT

For the work performed, payment for services will be as follows:

- (a) \$250 per client for initial assessment
- (b) \$250 per psychiatric evaluation
- (c) \$75 per client for follow up appointments
- (d) \$85 per client for case consultation services, prescribing medication and required documentation.

Payments should be made at the end of each month upon submission of the invoice detailing the numbers of admissions, initial psychiatric evaluations, follow ups, documentation and consultation not to exceed \$69,610 per year.

The Center engages and retains the Practitioner to provide the services and the Practitioner hereby accepts such engagement and agrees to provide the services.

IV. TERMS & TERMINATION

This Agreement shall be effective as of the date set forth and shall continue for a period of 9-months, ending September 30th, 2024.

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.

V. CONVENANTS, REPRESENTATIONS, & WARRANTIES

The Center represents and warrants that it is authorized to operate and perform clinical services and transactions, licensed in accordance with the laws and regulations of the State of Texas.

The Practitioner represents and warrants that they are licensed and authorized to perform the medical services for the Center, and is trained, experienced, and certified.

The Center shall furnish the Practitioner with reasonable administrative support to accomplish the duties and responsibilities under this Agreement.

The Center shall periodically evaluate Practitioner's performance under this Agreement.

The Practitioner 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.

VI. GENERAL PROVISIONS

1. RELATIONSHIP

The Practitioner acknowledges that this Agreement does not constitute an employment relationship with the Center. The Practitioner shall remain as a non-exclusive independent contractor hereunder.

2. COMMUNICATION

All forms of communication must be written and promptly delivered to the receiving Party through email.

Dr. Viviana Martinez svmartinez@ci.laredo.tx.us

Dr. Gloria Nataki Koroma glorianataki@yahoo.com

All shared information during the performance of this Agreement shall be deemed confidential, and the Parties shall protect such information from any third party.

3. 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 executed 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

Provider:

_____ **Date:** _____
Gloria Nataki Koroma, DNP, PNP
3015 Chaucer Dr.
Laredo, Texas 78041

City Council

Meeting Date: 8/19/2024

Consent Agenda 21.

POSTING LANGUAGE (title)

Authorizing the City Manager to negotiate and sign a joint-funding agreement with U.S. Geological Survey (USGS) for the Texas Data Collection Program, during the period of October 1, 2024 through September 30, 2027 in the amount of \$177,000.00 (\$59,000.00 per year). Under the program, USGS will maintain four stream monitoring stations in Zacate & Manadas Creek and will be responsible for the upkeep and calibration of the stations. These monitoring stations provide real-time rainfall, flooding, flow, and video data to the City for better response during flooding events. This is a renewal of this agreement. Funding is available in the Environmental Services Department.

LEAD DEPARTMENT

Environmental & Solid Waste Services

ADDITIONAL DEPARTMENTS/STAKEHOLDERS

Fire, Police, Traffic

IMPACTED AREA

Zacate and Manadas Creek areas

PREVIOUS COUNCIL ACTION

Previous agreement was approved on 10/7/2019

BACKGROUND

The five monitoring stations that the Environmental Services maintains are not part of USGS official stream monitoring stations. These gauges continuously monitor creek levels and send the data through the USGS satellite for citizens and emergency management agencies for any needed actions or information. The location of the Zacate creek stations are @ Zacate Creek next to Harmony Academy and at Upper Zacate by Jacaman Road, and the Manadas creek stations are @FM 1472(mines road) and Bristol Road. Attached is the joint-funding cost breakdown.

STAFF RECOMMENDATION

Passage of the Motion

COMMITTEE RECOMMENDATION

NA

FISCAL IMPACT

Fiscal Year: 2024

Budgeted Y/N?: Y

Source of Funds: Environmental

Account #: 249-3840-543-55-26

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Environmental Services Fund account 249-3840-543-5526

City of Laredo
20SJFATX204000

STATION NUMBER	DESCRIPTION	NO.	USGS FUNDS	COOPERATOR FUNDS	TOTAL FUNDS
COASTAL BEND SURFACE WATER DATA SECTION: 00170					
08458995	Zacate Creek @ U.S. HWY 83, Laredo, Tx O&M Discharge above base flow (3 Year, FY25-FY27)		\$0	\$35,400	\$35,400
	Site Totals:		\$0	\$35,400	\$35,400
08458975	Manadas Creek @ FM1472, Laredo, Tx O&M Discharge above base flow (3 Year, FY25-FY27)		\$0	\$35,400	\$35,400
	Site Totals:		\$0	\$35,400	\$35,400
08458993	Zacate Creek @ Jacaman Rd, Laredo, Tx O&M Discharge blw base (1 Year, FY 25-FY27)	1	\$0	\$35,400	\$35,400
	Camera imagery (video on web)	1	\$0	\$12,300	\$12,300
	High Intensity Precip gage	1	\$0	\$10,800	\$10,800
	Site Totals:		\$0	\$58,500	\$58,500
08458980	Manadas Ck Trib @ Bristol Rd, nr Laredo, Tx O&M Discharge blw base (1 Year, FY25-FY27)	1	\$0	\$35,400	\$35,400
	Camera Imagery (video on web)	1	\$0	\$12,300	\$12,300
	Site Totals:		\$0	\$47,700	\$47,700
4 total sites (for 3 years) under the Task Totaling:			\$0	\$177,000	\$177,000

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL FUNDS
COASTAL BEND SURFACE WATER DATA SECTION: 00170	\$0	\$177,000	\$177,000
TOTAL (3 years)	\$0	\$177,000	\$177,000

**Annual cost
per year**

\$11,800

\$11,800

\$11,800
\$4,100
\$3,600

\$11,800
\$4,100

City Council

Meeting Date: 8/19/2024

Consent Agenda 22.

SUBJECT

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There is a proposed price increase for this last extension period. The City will not incur any direct costs for this contract.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 8/7/23.

BACKGROUND

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract renewal is approved, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There is a proposed price increase for this last extension period.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one year beginning as of the date of its execution. This the last extension period for this contract.

A complete bid tabulation and price increase documentation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

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:

All net revenues from these public sales will be realized in the respective departmental budgets.

				AMT Auction Marketing		Cabello Wrecker Service (Cabello Wrecker & Auction Service, Inc)		Bond & Bond / develo
				Total Price	\$130.00	Total Price	\$465.00	Total Price
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit
1	Rates and Expenses (30 Points): Commission, buyers premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondents Proposal. Percentage of Auctioneer Commission on Net Sales:	1	PKG	\$130.00	\$130.00	\$465.00	\$465.00	\$1,000.00
1.1	Surplus Property	1	Percentage on Net Sales	12.5%		20.0%		5.0%
1.2	Cars Light Duty Trucks	1	Percentage on Net Sales	10.5%		15.0%		5.0%
1.3	Heavy Duty Trucks	1	Percentage on Net Sales	8.5%		15.0%		5.0%
1.4	Flat Transportation Fee (Road Worthy) Cars Light Duty Trucks less than 19,500 lbs.	1	Fee	\$0.00		\$30.00		\$25.00
1.5	Flat Transportation Fee (Road Worthy) Cars Light Duty Trucks greater than 19,500 lbs.	1	Fee	\$0.00		\$30.00		\$25.00
1.6	Flat Transportation Fee (Non-Road Worthy) Cars Light Duty Trucks less than 19,500 lbs.	1	Fee	\$0.00		\$30.00		\$50.00
1.7	Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than \$19,501 lb. but less than 33,500 lb.	1	Fee	\$0.00		\$60.00		\$150.00
1.8	Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than \$33,501 lb. but less than 64,000 lb.	1	Fee	\$0.00		\$150.00		\$300.00

1.9	Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than 64,001 lb.	1	Fee	\$0.00	\$150.00	\$450.00
1.10	Decal and Insignia Removal per vehicle or equipment.	1	Fee	\$115.00	\$15.00	\$0.00
1.11	Cost per diem to store each vehicle.	1	Fee	\$0.00	\$0.00	\$0.00
1.12	Minor detailing: exterior wash and interior vacuum.	1	Fee	\$15.00	\$0.00	\$0.00

Auctioneers (3-w
opment)

\$1,000.00

Line #	Extended
1	\$1,000.00
1.1	
1.2	
1.3	
1.4	
1.5	
1.6	
1.7	
1.8	

1.9

1.10

1.11

1.12

FY21-076 Proposed Price Increase

The renewal for FY 21-076 is approved by Fleet Management. The increase on towing is due to higher cost to the industry. The inflation cost, fuel cost, and insurance cost have increased dramatically in the past two year since the contract was awarded. The towing rate increase that Cabello Recovery has requested is still below market towing fees. We would continue saving and have a reliable vendor who has done an excellent job with our vehicle auctions.

Description	Since 2021 Current Pricing	Proposed Price Increase
Surplus Property	7%	7%
Cars, Light Duty Trucks	4.9%	4.9%
Heavy Duty Trucks	4.9%	4.9%
Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)	\$ 25.00	\$ 50.00
Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)	\$ 30.00	\$ 50.00
Flat Transport Fees (Non-Road Worthy) (less than 19,500 lbs.)	\$ 30.00	\$ 50.00
Flat Transport Fees (Non-Road Worthy) (greater than 19,501 lbs. but less than 33,500 lb.)	\$ 60.00	\$ 90.00
Flat Transport Fees (Non-Road Worthy) (greater than 33,501 lbs. but less than 64,000 lb.)	\$125.00	\$175.00
Flat Transport Fees (Non-Road Worthy) (greater than 64,001 lb.)	\$125.00	\$225.00
Decal and Insignia Removal per vehicle or equipment	\$ 10.00	\$ 10.00
Cost per diem to store each vehicle	\$ 0.00	\$ 0.00
Minor Detailing: exterior wash and interior vacuum	\$0.00	\$0.00

The **TOW CHARGE**: The maximum charge for a private property tow is: \$272 for a vehicle weighing up to 10,000 lbs. \$380 for a vehicle weighing more than 10,000 but less than 25,000 lbs. \$489 per unit for unit for vehicles weighing more than 25,000 lbs. with a \$978 total maximum These are the maximum rates statewide.

[Consumer Information about Towing - Texas.gov](http://www.tdlr.texas.gov/towing/consumerinfo.htm)



www.tdlr.texas.gov/towing/consumerinfo.htm



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 9, 2024

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension III

Dear Mr. Cabello,

This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the last extension period for this contract. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

<u>Cabello Recovery & Auction Services</u>	
Request a contract extension:	<input checked="" type="checkbox"/>
Not request a contract extension:	<input type="checkbox"/>
Authorized Signature:	CHRISTOPHER CABELLO
Print Name:	<i>c cabello</i>
Date:	7/11/24

CHANGES TO TOW RATES ONLY	
LIGHT DUTY VEHICLES LESS THAN 19,500 LBS	\$50
HEAVY DUTY VEHICLES LESS THAN 33,500 LBS	\$90
HEAVY DUTY VEHICLES LESS THAN 64,000 LBS	\$175
HEAVY DUTY VEHICLES GREATER THAN 64,001 LBS	\$225

INCREASE DUE TO INFLATION

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 8, 2023

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension II

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 7, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 08/07/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one (1) additional one (1) year extension period, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 8/15/22.

BACKGROUND

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the second of three extension periods.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Pricing Summary:

Description	Cabello Wrecker & Auction Service
Surplus Property	7%
Cars, Light Duty Trucks	4.9%
Heavy Duty Trucks	4.9%
Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)	\$ 25.00
Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)	\$ 30.00
Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.)	\$ 30.00
Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.)	\$ 60.00

Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.)	\$125.00
Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.)	\$125.00
Decal and Insignia Removal per vehicle or equipment	\$ 10.00
Cost per diem to store each vehicle	\$ 0.00
Minor Detailing: exterior wash and interior vacuum	\$ 0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?: NA
Source of Funds: NA
Account #: N
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All net revenues from these public sales will be realized in the respective departmental budgets.

Attachments

Bid Tab FY21-076
Contract FY21-076



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 20, 2023

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

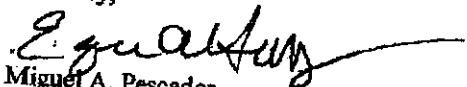
Re: Professional Auctioneering Services
Contract FY21-076
Extension II

Dear Mr. Cabello,


This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three (one) year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

<u>Cabello Recovery & Auction Services</u>	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Christopher Cabello</u>	
Date: <u>7-20-2023</u>	

City of Laredo -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 16, 2022

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension I

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 15, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the first of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 08/15/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 8/2/21.

BACKGROUND

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the first of three extension periods.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Pricing Summary:

Description	Cabello Wrecker & Auction Service
Surplus Property	7%
Cars, Light Duty Trucks	4.9%
Heavy Duty Trucks	4.9%
Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)	\$ 25.00
Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)	\$ 30.00

Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.)	\$ 30.00
Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.)	\$ 60.00
Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.)	\$125.00
Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.)	\$125.00
Decal and Insignia Removal per vehicle or equipment	\$ 10.00
Cost per diem to store each vehicle	\$ 0.00
Minor Detailing: exterior wash and interior vacuum	\$ 0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: NA
Source of Funds: NA
Account #: N
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All net revenues from these public sales will be realized in the respective departmental budgets.

Attachments

Bid Tab FY21-076
FY21-076 Contract



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 21, 2022

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043


Re: Professional Auctioneering Services
Contract FY21-076
Extension I

Dear Mr. Cabello,

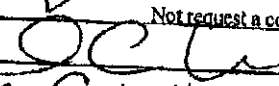
This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

<u>Cabello Recovery & Auction Services</u>	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Chris Cabello</u>	
Date: <u>7-21-2022</u>	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division
LETTER OF AWARD**

August 3, 2021

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Approved by City Council on August 2, 2021

Dear Mr. Cabello,

This is to inform you that contract FY21-076 was approved by the City Council on August 2, 2021. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAO_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council

Meeting Date: 08/02/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract FY21-076 to Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids through Cit-E-Bid for auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. Based on previous auction sales, the estimated gross revenue will be between \$300,000 to \$450,000.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendors location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Evaluation Scores:

Vendor	Final Evaluation Scores
Cabello Wrecker & Auction Service	91.70
Bond & Bond Auctioneers	86.70
AMT Auctioneering Services	82.00

Pricing Summary:

Best & Final Offers requested from Cabello Wrecker & Auction Service and AMT Auction Marketing.

Description	Cabello Wrecker & Auction Service	AMT Auction Marketing	Bond & Bond Auctioneers

Surplus Property	7%	12.5%	5%
Cars, Light Duty Trucks	4.9%	10.5%	5%
Heavy Duty Trucks	4.9%	8.5%	5%
Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)	\$ 25.00	Fair Market Value	\$ 25.00
Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)	\$ 30.00	\$ 140.00	\$ 25.00
Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.)	\$ 30.00		\$ 50.00
Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.)	\$ 60.00	Fair Market Value	\$150.00
Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.)	\$125.00	Fair Market Value	\$300.00
Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.)	\$125.00	Fair Market Value	\$450.00
Decal and Insignia Removal per vehicle or equipment	\$ 10.00	\$115.00	\$ 0.00
Cost per diem to store each vehicle	\$ 0.00	\$ 0.00	\$ 0.00
Minor Detailing: exterior wash and interior vacuum	\$ 0.00	\$15.00	\$ 0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

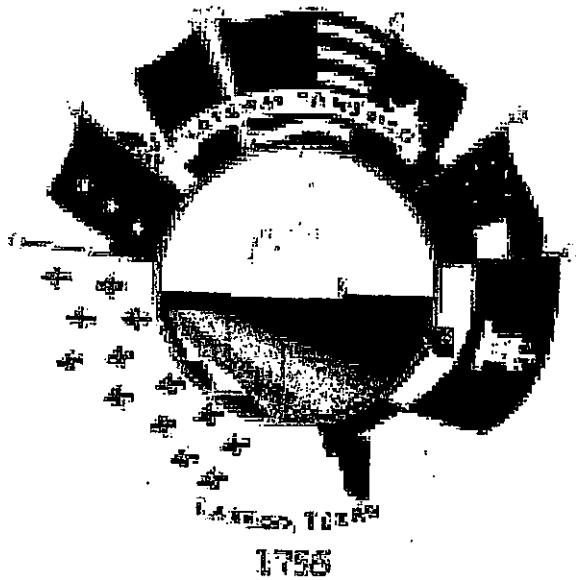
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All net revenues from these public sales will be realized in the respective departmental budgets.

Attachments

Bid Tab FY21-076
FY21-076 Evaluations
FY21-076 Final Evaluation
FY21-076 Contract
FY21-076 Best & Final Offers



**RFP FY21-076 Auctioneering Services
Cabello Wrecker Service
Cabello Wrecker & Auction Service, Inc
Supplier Response**

Event Information

Number: RFP FY21-076 Auctioneering Services
Title: RFP FY21-076 Auctioneering Services - Fleet Department
Type: Request For Proposal
Issue Date: 6/2/2021
Deadline: 6/22/2021 05:00 PM (CT)
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

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

Cabello Wrecker Service Information

Contact: Christopher Cabello
Address: 2601 Guadalupe St
Laredo
Laredo, TX 78043
Phone: (956) 723-2552
Fax: (956) 723-6009
Email: cabellodispatch@yahoo.com
Web Address: cabellowrecker.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany L. Franklin on behalf of Cabello Recovery &
Auctioneering Services

Signature

Submitted at 6/21/2021 12:00:00 PM

cabellodispatch@yahoo.com

Email

Supplier Note

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and auctioneering under that company. I have also enclosed copies from the appraisal district showing that we are located on city property and pay city taxes. All taxes due are current.

Response Attachments

fy21-076 rfp response cabello recovery auctioneering.pdf

Manual response from Cabello Recovery & Auctioneering Services for RFP FY21-076

Bid Attributes

1	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".
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Cabello Recovery & Auction Services; Christopher Cabello; (956) 539-2484
3	State how long under has the business been in its present business name 1 year
4	If applicable, list all other names under which the Business identified above operated in the last five years Cabello Recovery

5 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.

6 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?
NONE

7 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?
NONE

8 State if the Company is a certified minority business enterprise
This company is not a certified minority business

9 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.

10 Conflict of Interest 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.

1 1	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes <input type="checkbox"/>
1 2	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	This is a New Submission <input type="checkbox"/>
1 4	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Christopher Cabello
1 5	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department Auctioneering Services - Fleet Dept. FY21-076
1 6	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Cabello Recovery & Auction Services Christopher Cabello
1 7	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. Not Applicable <input type="checkbox"/>
1 8	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
1 9	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable <input type="checkbox"/>
2 0	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
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable <input type="checkbox"/>

2
2 **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

2
3 **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 or 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

2
4 **Question 7. Disclosure of political 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

2
5 **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.

2
6 **Question 8. Disclosure 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

2
7 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest in question 8, please list them in this section.

N/A

2
8 **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)

29 **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 contacting 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-contact 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)

30 **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)

31 **Question 11. Oath**
 Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date
 Christopher Cabello
 Owner and Auctioneer
 Cabello Recovery & Auction Services
 June 16, 2021

32 **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)

33 **Ordinance 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.
 Agree

34 **Contractors Profile & Qualifications**
Qualifications and Experience (40 Points). Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.
 Auctioneer's licensed to conduct auctions in the State of Texas.
 Number of years in service.
 Main office location.
 Phone#.
 License Number#.
 Proposed Auction location site (vehicle and equipment auction).
(Documentation Shall be uploaded onto Cit-E-Bid)
 Yes (Yes)

3 5 Experience, References, Prior Repairs History or Contracts
 References- Three (3) (Please provide agency name, contract name, address, phone number and email. (20 Points)
 (Documentation Shall be uploaded onto Cit-E-Bid)
 Yes (Yes)

3 6 Completion of Repairs
 Ability to provide additional services beyond the minimum specifications (10 Points)
 (Documentation Shall be uploaded onto Cit-E-Bid)
 Yes (Yes)

3 7 Terms and Conditions Request for Proposals
TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
 A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.
GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors 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 request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
 (a) All information required by the proposal 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. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office,

City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) 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 Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire Invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an 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 interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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 and change orders shall not be applicable. The City's obligation for performance of an annual service 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 The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (958) 791-7425.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Bld Lines

1 Package Header

Rates and Expenses (30 Points): Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

1.1 Surplus Property

Quantity: 1 UOM: Percentage on Net Sales Total:

1.2 Cars & Light Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total:

1.3 Heavy Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total:

1.4 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.5 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.6 Flat Transportation Fee (Non-Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.7 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than \$19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.8 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than \$33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.9 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than 64,001 lb.

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

1.10 Decal and Insignia Removal per vehicle or equipment

Quantity: 1 UOM: Fee Price: Total:

Supplier Notes:

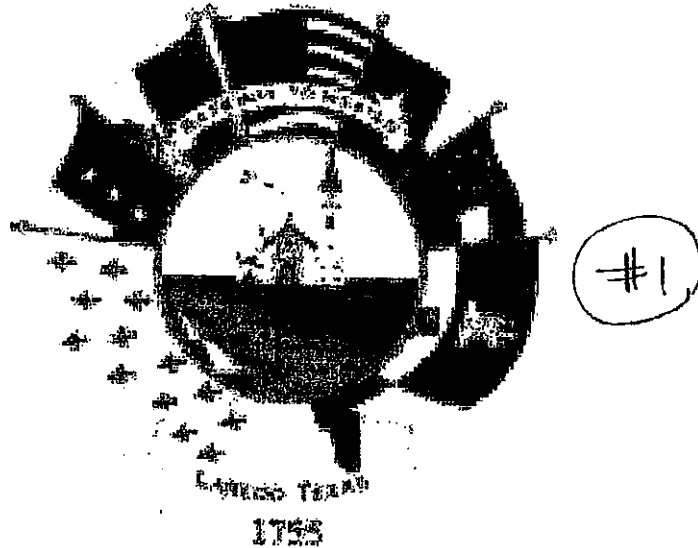
1.11 Cost per diem to store each vehicle.

Quantity: 1 UOM: Fee Price: Total:

1.12 Minor detailing: exterior wash and interior vacuum.

Quantity: 1 UOM: Fee Price: Total:

Response Total: \$465.00



RFP FY21-076 Auctioneering Services

RFP FY21-076 Auctioneering Services - Fleet Department

Issue Date: 8/2/2021

Questions Deadline: 6/10/2021 02:00 PM (CT)

Response Deadline: 6/22/2021 05:00 PM (CT)

City of Laredo Purchasing

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

Event Information

Number: RFP FY21-076 Auctioneering Services
Title: RFP FY21-076 Auctioneering Services - Fleet Department
Type: Request For Proposal
Issue Date: 6/2/2021
Question Deadline: 6/10/2021 02:00 PM (CT)
Response Deadline: 6/22/2021 05:00 PM (CT)
Notes:

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:

Name of Proposal

Name of Company submitting Proposal

Address of Company submitting Proposal

1. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

RFP FY21-076 Auctioneering Services.pdf

RFP FY21-076 Auctioneering Services

Download

Bid Attributes

1	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".
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Cabello Recovery & Auction Services Christopher Cabello (856) 539-2494 <i>(Required: Maximum 1000 characters allowed)</i>
3	State how long under has the business been in its present business name 1 year <i>(Required: Maximum 1000 characters allowed)</i>
4	If applicable, list all other names under which the Business identified above operated in the last five years Cabello Recovery <i>(Required: Maximum 4000 characters allowed)</i>
5	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.

6 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 otherwise 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?

NONE

(Required: Maximum 4000 characters allowed)

7 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?

NONE

(Required: Maximum 4000 characters allowed)

8 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB) Small Disadvantaged Business Enterprise (SCBC)

Disadvantaged Business Enterprise (DBE) Other

This company is not a certified minority business

(Required: Check only one)

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10 Conflict of Interest Questionnaire Form CIQ

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Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes No

(Required: Check only one)

1 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

3 This is a

New Submission Correction Update to previous submission

(Required: Check only one)

1 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Christopher Cabello

(Required: Maximum 1000 characters allowed)

1
5 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

Auctioneering Services - Fleet Department
FY 21-076

(Required: Maximum 4000 characters allowed)

1
6 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Cabello Recovery & Auction Services
Christopher Cabello

(Required: Maximum 4000 characters allowed)

1
7 **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.**

Not Applicable It applies to my business
(Required: Check only one)

1
8 **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

(Optional: Maximum 4000 characters allowed)

1
9 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable It applies to my business
(Required: Check only one)

2
6 **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.

(Optional: Maximum 4000 characters allowed)

2
1 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable It applies to my business
(Required: Check only one)

2
2 **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.

(Optional: Maximum 4000 characters allowed)

2
3 **Question 7. Disclosure of political contributions**
List any campaign or officaholder 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 or 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 It applies to my business
(Required: Check only one)

2
4 **Question 7. Disclosure of political 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.

(Optional: Maximum 4000 characters allowed)

2.5 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.

2.6 Question 8. Disclosure 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 aware of conflict of interest I am not aware of any conflict of interest
(Required: Check only one)

2.8. Disclosure of Conflict of Interest
If you selected I am aware of conflict of interest in question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

2.9. 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
(Required: Check if applicable)

2.10. 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 contacting 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-contact 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
(Required: Check if applicable)

2.11. 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
(Required: Check if applicable)

Question 11. Oath
 Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Christopher Cabello
 Owner and Auctioneer
 Cabello Recovery & Auction Services
 June 16, 2021
 (Required: Maximum 4000 characters allowed)

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
 (Required: Check if applicable)

Ordinance 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.

Agree
 (Optional: Maximum 1000 characters allowed)

Contractors Profile & Qualifications

Qualifications and Experience (40 Points). Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

Auctioneer's licensed to conduct auctions in the State of Texas.
 Number of years in service.
 Main office location.
 Phone#.
 License Number#.
 Proposed Auction location site (vehicle and equipment auction).

(Documentation Shall be uploaded onto Cit-E-Bid)

Yes
 (Required: Check if applicable)

3.6 **Experiences, References, Prior Repairs History or Contracts**

References- Three (3) (Please provide agency name, contract name, address, phone number and email. **(20 Points)**

(Documentation Shall be uploaded onto Cit-E-Bid)

Yes
(Required: Check if applicable)

3.6 **Completion of Repairs**

Ability to provide additional services beyond the minimum specifications **(10 Points)**

(Documentation Shall be uploaded onto Cit-E-Bid)

Yes
(Required: Check if applicable)

3.7 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors 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 request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal 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. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the Invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be

required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) 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 Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional, Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an 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 interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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 and change orders shall not be applicable. The City's obligation for performance of an annual service 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 The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@cl.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions
(Required: Check if applicable)

Bid Lines

1 Package Header

Rates and Expenses (30 Points): Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG

Total: \$

Item Notes:

No bid

Additional notes
(Attach separate sheet)

Supplier Notes: 10% buyer's premium will be added to purchase

Package Items

1.1 Surplus Property

Quantity: 1 UOM: Percentage on Net Sales Total: 20 %
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.2 Cars & Light Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total: 15 %
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.3 Heavy Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total: 15 %
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.4 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: \$30/per vehicle Total: \$
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.5 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: Fee Price: \$30/per vehicle Total: \$
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.6 Flat Transportation Fee (Non-Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: \$30/per vehicle Total: \$
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.7 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than \$19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: Fee Price: \$80/per vehicle Total: \$
Supplier Notes: _____
 Additional notes
(Attach separate sheet)

1.8 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than \$33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: Fee Price: \$150/per vehicle Total: \$

Supplier Notes: _____ Additional notes
(Attach separate sheet)

1.9 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than 64,001 lb.

Quantity: 1 UOM: Fee Price: \$150/per vehicle Total: \$

Supplier Notes: _____ Additional notes
(Attach separate sheet)

1.10 Decal and Insignia Removal per vehicle or equipment.

Quantity: 1 UOM: Fee Price: \$15/per vehicle Total: \$

Supplier Notes: _____ Additional notes
(Attach separate sheet)

1.11 Cost per diem to store each vehicle.

Quantity: 1 UOM: Fee Price: \$0 Total: \$

Supplier Notes: _____ Additional notes
(Attach separate sheet)

1.12 Minor detailing: exterior wash and interior vacuum.

Quantity: 1 UOM: Fee Price: \$0 Total: \$

Supplier Notes: _____ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: Cabello Recovery & Auction Services

Contact Name: Christopher Cabello

Address: 8654 Hwy 359

Laredo, Tx 78043

Phone: 956-539-2484

Fax: 956-539-3677

Email: cabellorecovery@gmail.com

Supplier Notes

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and
auctioneering under that company.

I have also enclosed copies from the appraisal district showing that we are located on city property and
pay city taxes. All taxes due are current.

By submitting your response, you certify that you are authorized to represent and bind your company.

Christopher Cabello
Print Name


Signature

GENERAL INFO

ACCOUNT

Property ID: 221714
 Geographic ID: 943-30000-080
 Type: R
 Zoning: M-1
 Agent:
 Legal Description: PART OF TRACT 8 LAS BLANCAS
 SUBD 37.3571

Property Use:

OWNER

Name: HMC PROPERTIES LLC
 Secondary Name:
 Mailing Address: 2601 GUADALUPE ST LAREDO TX US
 78043-3438
 Owner ID: 10146216
 % Ownership: 100.00
 Exemptions:

LOCATION

Address:

Market Area:
 Market Area CD: H35909
 Map ID:

PROTEST

Protest Status:
 Informal Date:
 Formal Date:

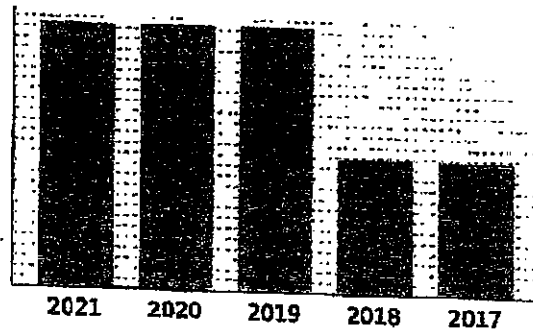


VALUES

CURRENT VALUES

Land Homesite: \$0
 Land Non-Homesite: \$253,935
 Special Use Land Market: \$0
 Total Land: \$253,935
 Improvement Homesite: \$0
 Improvement Non-Homesite: \$0
 Total Improvement: \$0
 Market: \$253,935
 Special Use Exclusion (-): \$0
 Appraised: \$253,935
 Value Limitation Adjustment (-): \$0
 Net Appraised: \$253,935

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
2021	\$253,935	\$0	\$0	\$253,935	\$0	\$253,935
2020	\$253,930	\$0	\$0	\$253,930	\$0	\$253,930
2019	\$253,930	\$0	\$0	\$253,930	\$0	\$253,930
2018	\$128,350	\$0	\$0	\$128,350	\$0	\$128,350
2017	\$128,350	\$0	\$0	\$128,350	\$0	\$128,350

TAXING UNITS

2021

Unit	Description	Tax Rate	Net Appraised	Taxable Value	Estimated Tax
	WEBB COUNTY	0.412000	\$253,935	\$253,935	\$1,046.21
	LAREDO COLLEGE	0.326509	\$253,935	\$253,935	\$826.58
	UNITED ISD	1.198840	\$253,935	\$253,935	\$3,044.27
TOTAL TAX RATE:					2.57034
ESTIMATED TAXES WITH CURRENT EXEMPTIONS:					\$6,527.01
ESTIMATED TAXES WITHOUT EXEMPTIONS:					\$6,527.01

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

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
H359-7	LAS BLANCAS SUBD	33.955	1,479,066	\$0.16	\$243,863	\$0
H359-7	LAS BLANCAS SUBD	1.402	61,088.54	\$0.16	\$10,072	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
1/14/15	DEED	DEED	CABELLO HECTOR, CABELLO	HMC PROPERTIES LLC		3731	637	1222488
8/21/08	SWDVL	SPECIAL WARRANTY	HOME-MART INC & 359 EAST ROYAL	CABELLO HECTOR		2126	602	928480
2/16/02	WDA	WARRANTY DEED/ASSUM	HOME-MART INC & ROYAL LAND L C	HOME-MART INC & 359 EAST ROYAL		1225	616	738878
12/15/93	OT	Other	HOME-MART INC	HOME-MART INC & ROYAL LAND L C		178	851	509749
8/8/93	OT	Other	INTERNATIONAL BANK OF	HOME-MART INC		119	759	494487

TAX RECEIPT
 City of Laredo
 Tax Assessor-Collector
 P.O. Box 6548 * 1102 Bob Bullock Loop
 Laredo TX 78042
 956-727-6403

Paid by: HMC PROPERTIES LLC
 2601 GUADALUPE ST
 LAREDO TX 78043

Receipt#: 133534 / 22635424
 Batch: EROSALES 11/23/2020 01
 Date paid: 11/23/2020

Account ID: 609759 Parcel number 943-30000-080-
 Owner: HMC PROPERTIES LLC PROPERTY TAX ROLL
 PART OF TRACT 8 LAS BLANCAS SU
 BD 37.3571

Year	Value	Rate	Base	Pen & Int	Atty fee	Total paid
2020 1 CITY TAX	253930.00	0.63400	804.96			804.96

Printed: 11/23/20 14:37:22

Receipt total: 804.96

Tender: CHECK 18096 4,830.21

UNPAID BALANCE AS OF:	Base	Pen & Int	Atty fee	Total unpaid
11/23/20 2020 1 CITY TAX	804.96			804.96

Payment comment: 18096 1/2

All data reflects current valuations for each year and do not reflect over 65 or disabled tax levy freeze limitations.

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS**

**AUCTIONEERING SERVICES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual contract for licensed auctioneering services for the City of Laredo Fleet Department.

Copies of the specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand-delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.

Hand-delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Auctioneering Services -- Fleet Department
FY21-076**

Proposals can be downloaded and 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 Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

MANUAL PROPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
 2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
 3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.
- Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for licensed auctioneering services for the City of Laredo Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.iowave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on June 22, 2021 and all proposals received will be opened and publicly acknowledged on June 23, 2021 at 11:00 AM.

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Auctioneering Services – Fleet Department
FY21-076**

Proposals can be downloaded and submitted through **Cit-E-Bid:**

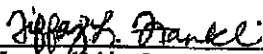
<https://cityoflaredo.iowave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
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 1st DAY OF JUNE 2021.

for: 
Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors 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 request additional compensation.
 - (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF PROPOSALS.** Proposals will be prepared in accordance with the following:
- (a) All information required by the proposal 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.
 - (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
 - (d) Proposed delivery time must be shown and shall include business days.
 - (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- 2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
- 3.0 SUBMISSION OF HAND DELIVERED PROPOSALS**
- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
 - (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.
 - (c) 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 Vendors expense.

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PURCHASING DIVISION**

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
- 4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:
- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.
- 5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
- 7.0 CLARIFICATION AND PROTEST PROCEDURE**
- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-B-Bid system no later than seven (7) days prior to the scheduled date for opening to:
- CITY OF LAREDO PURCHASING AGENT**
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
- Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-B-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

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All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.4 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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 and change orders shall not be applicable. The City's obligation for performance of an annual service 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 The contract will be awarded based on (Best Value) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;
- (2) Vendor 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; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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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 proposal schedule.

All invoices shall be mailed to:

Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 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 occurrence 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.

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 790-1814 Fax (956) 790-1805 Email csldlope@ci.laredo.tx.us
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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.
- 13.0 **CONTRACT REQUIREMENTS**
- 13.1 **CODE OF ETHICS ORDINANCE 2012-0-126**
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
- 13.2 **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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 13.3 **NON-COLLUSIVE AFFIDAVIT (Attached)**
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, conspired or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal 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 proposal 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.
- 13.4 **CONTRACT DISCLOSURE FORMS (Attached)**
The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal Only****
- 13.5 **CONFLICT OF INTEREST FORMS (Attached)**
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.

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13.6 **TEXAS ETHICS COMMISSION (Form 1295, Attached)**

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/tcc/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 will result in the cancellation of the contract.

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this 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 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 its 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.

CITY OF LAREDO
PURCHASING DIVISION

Request for Proposals
Auctioneering Services
Fleet Department

15.0 **Scope of Work**

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions to award a one year contract for professional auctioneering services for the City of Laredo Fleet Department. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionway.net/Login.aspx>

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before June 10, 2021 at 2:00 PM to: Email: saldape@ci.laredo.tx.us

16.0 **General Conditions**

16.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of 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, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 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.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.0 **Auctioneer Service**

It is the City's intent that the successful auctioneer shall be responsible for conducting a public auction in the city limits of Laredo, Texas, for the sale of surplus property in the possession of the City of Laredo in accordance with the following required services:

17.1 The auctioneer shall make all preparations necessary to conduct a live auction. The auction must be conducted at the auctioneer's premises or at a non City facility.

17.2 It is our intent to sell to the highest bidder without price reserves, however, when in our best interest we reserve the right to set minimum bids.

17.3 Advertising will be provided by auctioneer and the auctioneer will collect all funds and make payment of all taxes. Services rendered will be paid on a commission fee of the gross proceeds. The commission fee shall include all expenses for advertising, security (if necessary), and personnel needed to conduct this public auction.

17.4 Auctioneer will make payment to the City of Laredo within seven banking days of the auction.

17.5 Registration forms will be provided by the auctioneer and a copy of such registration forms will be provided to the City. Auctioneer will provide a summary (typed) of all items sold and turn over all proceeds collected to the City of Laredo Purchasing Agent at the end of the auction. A list of bidders who register will also need to be submitted to the City.

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- 17.6 The auction must be conducted at the auctioneer's premises or at a non City facility. The vendor will be responsible for securing the necessary liability insurance plus security. The vendor will obtain all necessary licenses and permits as required by law. Restroom access must be available to the general public.
- 17.7 The successful auctioneer and his/her staff shall not be able to bid for himself/herself/themselves or for anyone else on any of the items being auctioned for the City of Laredo.
- 17.8 The successful auctioneer shall ensure that all City vehicles and equipment to be auctioned have been inspected to verify that any equipment that was not part of the original manufactured vehicle has been removed and returned to the City promptly. (For example: Radio equipment, license plates, etc.)
- 18.0 Fee Schedule**
- 18.1 The auctioneer will provide the City of Laredo personnel with all the funds collected and a detailed summary to verify totals.
- 18.2 The successful auctioneer shall provide a price quotation for all necessary transportation of City surplus vehicles from the City's storage location to the site where the surplus vehicles are to be stored or warehoused and auctioned. The transportation cost (if any) is to be billed based on actual price quoted on Attachment "B" (no markup). Any additional transportation services offered by the successful auctioneer for the delivery of vehicle(s) to the purchaser's site/business after the sale shall be at the purchaser's expense. The City of Laredo shall retain the option to provide transportation for City vehicles if it is advantageous for the City to do so.
- 18.3 The auctioneer shall design, place and bear all advertising expenses for the auctions, except for any required legal advertising.
- 18.4 The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting this sale. The date of the auctions shall be agreed upon by both parties but must be held on a Saturday.
- 18.5 The City reserves the right to add or delete units from this auction sale. It is the intent of the City to sell all items offered for sale; however, the City reserves the right to pull an item from the auction or to place a minimum sale price. If the minimum sale price is not reached, the City shall have the option to not sell that item.
- 18.6 The Auctioneer may collect a buyer's premium.
- 19.0 Frequency of Surplus Property Sales/Auctions**
The City of Laredo does not commit to a specific number of auctions. On average, the City has two auctions per year, but the City of Laredo reserves the right to have three or four auctions per year. The intent of this contract is to have a licensed auctioneer available to conduct a public auction should there be a need for such services.
- 20.0 Settlement**
All transportation charges of surplus vehicles or heavy equipment will be billed within five (5) days to the City of Laredo at the prices (if any) bid on Attachment A. Settlement of all auction proceeds shall be made within seven (7) days after each auction is held. The successful auctioneer will return to the City all auction proceeds from the sale less taxes, less the agreed upon commission, and less any enhanced services authorized by the City of Laredo.

CITY OF LAREDO
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21.0 Insurance Requirements

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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

22.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive proposal. Documentation may be emailed to mpescador@cl.laredo.tx.us

23.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Request for Proposals", which is attached and is part of these specifications. This contract will be awarded based on *Best Value* and 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.

Annual Supply/Service Contract: 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 and change orders shall not be applicable.

24.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website.

Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

25.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

25.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the *best value* for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Qualifications & Experience (26.1)	40
II	Rates & Expenses (26.2)	30
III	References (Minimum of 3) (26.3)	20
IV	Additional Services beyond Minimum Specifications (26.4)	10
	Total	100

Rating of Definitions for 10 point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.

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70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Qualifications & Experience (26.1)	40	50%	20.00
II	Rates & Expenses (26.2)	30	60%	18.00
III	References (Minimum of 3) (26.3)	20	80%	16.00
IV	Additional Services beyond Minimum Specifications (26.4)	10	70%	7.00
Total Score				61.00

26.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. Documentation can be uploaded on to Cit-E-Bid.

Auctioneer shall be responsible for the cleaning of all vehicles inside and outside, check and fill all fluid levels, check vehicles will start (without repair). This shall be done prior to the auction day.

Auctioneer shall be responsible for the storing of all vehicles, equipment, unclaimed property and any other unit that is dictated, to be auctioned, by the fleet service center manager or his designated representative. The counting of days for the storing of vehicles shall commence on the 1st day that the successful professional auctioneer picks them up at the City's designated location or after the first available auction, whichever is later.

26.1 Qualifications and Experience (40 Points). Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

I, Christopher Cabello, owner of Cabello Recovery & Auction Services and a licensed auctioneer, have been conducting auction for over 25 years. My experience is extensive. I have conducted auctions for U S Customs, Webb County, Laredo ISD, City of Laredo, privately owned businesses and estate sales. I have experience in auctioning big items such as medium and heavy duty equipment

Auctioneer's licensed to conduct auctions in the State of Texas X YES NO

Number of years in service 25 years as auctioneer and 1 year under present business name

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26.3 References- Three (3) (Please provide agency name, contract name, address, phone number and email. (20 Points)

Jose Gamez Laredo Independent School District
1700 Houston St Laredo, Tx 78040 956-273-1190
jgamez@laradnisd.org

Officer Ramiro Parades Laredo Police Department
4700 Maher Laredo, Tx 78041 956-763-1709
rparades@ci.laredo.tx.us

David Sanchez District Attorney Office
1110 Victoria St Laredo, Tx 78040 956-523-4268
davidsanchez@webbcountytx.gov

26.4 Ability to provide additional services beyond the minimum specifications (10 Points)

The City of Laredo would greatly benefit from the experience and professionalism that I and my company can offer. I have extensive experience in organizing and conducting auctions.

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27.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties**
- Tab G - Form 1295**

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28.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"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."

Name of Offeror (Business) Cabello Recovery & Auction Services

Signature 
of person authorized to sign bid

Date June 16, 2021

Print Name Christopher Cabello
of person authorized to sign bid

Title: Owner and Auctioneer

Business Address: 8654 Hwy 359

City, State, Zip Code: Laredo, Tx 78043

Telephone Number: 956-539-2494

Fax Number: 956-539-3677

Contact Person Email Address: cabellorecovery@gmail.com

Federal Tax ID Number: 204044199

Bidders Principal/Corporate Place of Business Address: 8654 Hwy 359 Laredo, Tx 78043

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 1 year

If applicable, list all other names under which the Business identified above operated in the last five years.

Cabello Recovery

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

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 in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority 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

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29.0 Tab C- 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

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Christopher Cabello

Name


Signature

June 18, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Cabello Recovery & Auction Services Non Applicable

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

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30.0 **T2b D**

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit


AFFIDAVIT

STATE OF TEXAS
COUNTY OF WEBB


Being first duly sworn, deposes and says:

That he/she is Christopher Cabello
(a Partner or officer of the firm of, etc.)

The party making the foregoing 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.

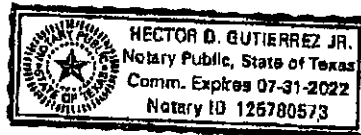

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16th day of JUNE 2021


Notary Public

My commission expires:

JULY 31, 2022



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31.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

Name of person completing this disclosure form

Christopher		Cabello	
First	M.I.	Last	Suffix

a) Contract or Project name(s): RFP FY 21-076
Auctioneering Services Fleet Department

b) Originating Department(s): City of Laredo - Purchasing Department

Christopher Cabello			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

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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(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

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.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a 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 will 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.

***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 of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Christopher Cabello
Name (Print)


Signature

Owner/Auctioneer
Title

Cabello Recovery & Auction Services
Company or DBA

June 16, 2021
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

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Are any individuals or entities that will be subcontractors on this contract?

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

Are any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract?

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***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 committees that contribute to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or 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/officer of subcontracting entity retained 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. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

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 contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure 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

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab F - Certificate of Interested Parties (Form 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/tac/1295-Info.htm>.

Implementation of House Bill 1295

32.1 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.

32.2 Filing Process:

Starting 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. 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-787257

Date Filed:
06/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cabello Recovery & Auction Services
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo Purchasing Division

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP FY 21-076
Auctioneering services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Christopher Cabello and my date of birth is 9-6-90

My address is 2916 Robert Frost Laredo Tx 78041 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

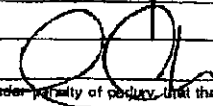
Executed in Webb County, State of Tx, on the 16th day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

33.0 Tab F

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Cabello Recovery & Auction Services Laredo, Tx USA			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City Of Laredo			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. RFP FY 21-076 Auctioneering Services Fleet Department.			
4			
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is NO interested party. <input checked="" type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.			
 _____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/8/2016

***** **Form does not need to be notarized** *****

CITY OF LAREDO
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34.0 Vendors Instructions:

Hand-delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.

Hand-delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Auctioneering Services – Fleet Department
FY21-076**

Proposals can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.icnwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2021

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PRODUCER American Transportation Insurance Group 801 West Mineral Avenue Suite 200 Littleton CO 80120	CONTACT NAME: Gretchen Rapney PHONE (A/C, No, Ext): (407) 472-9600 FAX (A/C, No): (407) 472-9603 E-MAIL ADDRESS: Gretchen@atiginc.com														
INSURED Caballo Recovery Service, Inc 8654 Highway 359 Laredo TX 78043	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER B: Renewer Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Company	41394	INSURER B: Renewer Insurance Company	22292	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 21-22 Master** **REVISION NUMBER:**

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CLASS	TYPE OF INSURANCE	ADDL. SUINS (RSD, W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BIC-WS-00649-00	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000				
	<input checked="" type="checkbox"/> INCLUDES WRONGFUL REPOSSESSION COVERAGE	MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY		BIC-WS-00649-00	2/14/2021	2/14/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> DRIVEAWAY					UNINSURED MOTORIST \$ 85,000
B	UMBRELLA LIAB		DISHONESTY BOND	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB					AGGREGATE \$ 1,000,000
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	ON HOOD		BIC-WS-00649-00	2/14/2021	2/14/2022	\$150,000 W \$2,500 DED
A	GARAGE KEEPERS		BIC-WS-00649-00	2/14/2021	2/14/2022	\$500,000 W \$500,000 DED DIRECT PRIME

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF LAREDO PURCHASING 5512 THOMAS AVENUE 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 C Thompson/GRETCH
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 INS025 (2014/01)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2021

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PRODUCER American Transportation Insurance Group 801 West Mineral Avenue Suite 200 Littleton CO 80120	CONTACT NAME: Gretchen Rapney PHONE (A/C No. Ext): (407) 472-9500 FAX (A/C, Noh): (407) 472-9503 E-MAIL ADDRESS: Gretchen@attigins.com														
INSURED Cabello Recovery Service, Inc 8654 Highway 359 Laredo TX 78043	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER B: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Company	41394	INSURER B: Hanover Insurance Company	22292	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES WRITING <input type="checkbox"/> REPOSSESSION COVERAGE GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		21C-WF-00649-00	2/18/2021	2/18/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DRIVEAWAY		21C-WF-00649-00	2/18/2021	2/18/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORIST \$ 85,000
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		DIRECTORS BY END 2116264	2/14/2021	2/14/2022	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? <input type="checkbox"/> (mandatory in NH) If yes, describe limits DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OF HOEK		21C-WF-00649-00	2/14/2021	2/14/2022	\$150,000 W/\$2,000 DED
A	GARAGE KEEPERS		21C-WF-00649-00	2/14/2021	2/14/2022	\$100,000 W/\$500/\$1,000 DED DIRECT EXEMPT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF LAREDO 1102 BOB V BULLOCK LOOP 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 C Thompson/GRETCH
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2021

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PRODUCER Pacific Crest Services, Inc. DBA Tremar Insurance Agency 6999 McPherson Rd., Ste 109 Laredo, TX 78041	CONTACT NAME: CHRIS CABELLO
	PHONE: FAX: E-MAIL: ccabello@cabellorecovery.net
INSURED Cabello Recovery Inc 8854 HWY 359 & LAS BLANCAS Laredo, TX 78043	INSURER A: Texas Mutual
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES: _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

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TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> INCIDENT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____ AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY <input type="checkbox"/> HIREN <input type="checkbox"/> AUTO ONLY					EACH OCCURRENCE: \$ CLAIMS SETTLED: \$ MED EXP (Any one person): \$ PERSONAL & ADY INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COM/OP AGG: \$ AUTOMOBILE LIABILITY OWNED AUTO LIABILITY: \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per person): \$ UNINSURED MOTORIST: \$
UMBRELLA/LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION: _____ WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/FAMILY EXECUTIVE OFFICER (MEMBER EXCLUDED?) <input type="checkbox"/> (Mandatory in TX) <input type="checkbox"/> If Yes, describe below: _____	Y/N N/A Y	0002063166	06/03/2021	06/03/2022	EACH OCCURRENCE: \$ AGGREGATE: \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> ALL EACH ACCIDENT \$1,000,000 <input checked="" type="checkbox"/> ALL DISEASE - EA EMPLOYER \$1,000,000 <input checked="" type="checkbox"/> ALL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if from space is required)

CERTIFICATE HOLDER City Of Laredo 5512 Thomas Ave 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



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER: Pacific Crest Services, Inc DBA Tremar Insurance Agency 6999 McPherson Rd., Ste 109 Laredo, TX 78041	CONTRACT NUMBER: CHRIS CABELLO
	FAX (A/C No):
	EMAIL: ccabello@cabellorecovery.net

INSURED: Cabello Recovery Inc 8654 HWY 359 & LAS BLANCAS Laredo, TX 78043	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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TYPE OF INSURANCE	APPLICABLE ENDORSEMENTS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOES ONLY <input type="checkbox"/> AUTOES <input type="checkbox"/> RENTED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOES ONLY UNINSURED/UNDERINSURED <input type="checkbox"/> EXCESS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OTHER WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY OCCURRENCE <input type="checkbox"/> SELECTIVE <input type="checkbox"/> OCCURRENCE EXCLUDED (Optional in TX) If yes, describe under DESCRIPTION OF OPERATIONS below					EACH OCCURRENCE \$ DAMAGE TO RENTED EQUIPMENT \$ MED EXP (Per Occurrence) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AND \$ COBLENDED SINGLE LIMIT (Per Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per Occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS (VENUES) (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City Of Laredo 1102 Bob Bullock Loop Laredo TX 78043	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 Council

Meeting Date: 8/19/2024

Resolution 23.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Women, Infants, and Children (WIC) Grant, for the total additional amount of \$434,789.00, with no match, for the City of Laredo Public Health Department for the term period from October 01, 2023 through September 30, 2024. Funds will be accounted for in the Laredo Public Health Department fund - WIC Grant.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Women, Infants, and Children (WIC) Agency is providing additional funding to Local Agencies for a one-time retention stipend to each WIC staff member. The State Agency encourages the retention stipend pay as an effective tool to retain a very skilled workforce and to continue to ensure quality services to all the participants in the community.

Additional funding is also awarded for the resurfacing of a local area WIC office parking lot resurfacing project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	WIC Grant
Account #:	226-6008 & 226-6009
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funds will be accounted in revenue account 226-0000-323-4037 and the expenditure division 226-6008 with project number HEWI16 and revenue account 226-0000-323-4003 and the expenditure

division 226-6009 with project number HEWC16.

2024-R-264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT AMENDMENT FROM THE WOMEN, INFANTS, AND CHILDREN (WIC) GRANT, FOR THE TOTAL ADDITIONAL AMOUNT OF \$434,789.00, WITH NO MATCH, FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM OCTOBER 01, 2023 THROUGH SEPTEMBER 30, 2024. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – WIC GRANT.

WHEREAS, the Texas Women, Infants, and Children (WIC) Agency is providing additional funding to Local Agencies for a one-time retention stipend to each WIC staff member. The State Agency encourages the retention stipend pay as an effective tool to retain a very skilled workforce and to continue to ensure quality services to all the participants in the community.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment with the Women, Infants, and Children (WIC) Grant, for the total additional amount of \$434,789.00, with no match, for the City of Laredo Public Health Department for the term from October 01, 2023 through September 30, 2024. Funds will be accounted for in the Laredo Public Health Department Fund – WIC Grant.

Section 2: Funds will be accounted in revenue account 226-0000-323-4037 and the expenditure division 226-6008 with project number HEWI16 and revenue account 226-0000-323-4003 and the expenditure division 226-6009 with project number HEWC16.

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

**DR. VICTOR D. TREVINO
MAYOR**

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY



August 1, 2024

Cecile Erwin Young
Executive Commissioner

Aryana M. Valdez, WIC Director
City of Laredo Health Department, LA#13

RE: Revised Notice of Award

Health and Human Services Commission (HHSC) Women, Infants and Children (WIC) Local Agency Contract #HHS000804900001.

This is a notification of your organization’s FY 2024 (October 1, 2023 to September 30, 2024) revised WIC Local Agency funding.

Your organization will be receiving the funding listed below:

Project	Project Contact	Current Funding (\$)	4 th Quarter Reallocation Amount (\$)	FY2024 Revised Project Total (\$)
Estimated General Admin Funding*	Elsa Rodriguez elsa.rodriquez2@hhs.texas.gov	\$5,308,623	\$0	\$5,308,623
Peer Counselor	Asia Sartor asia.sartor@hhs.texas.gov	\$286,000	\$0	\$286,000
Registered Dietitian	Stephanie Holland stephanie.holland1@hhs.texas.gov	\$250,000	\$0	\$250,000
Lactation Services	Zoe Adams zoe.adams@hhs.texas.gov	\$80,000	\$0	\$80,000
Lactation Support Center	Betzabel Botello betzabel.botello@hhs.texas.gov	\$0	\$0	\$0
Innovation Center	Debbie Lehman debbie.lehman@hhs.texas.gov	\$100,000	\$0	\$100,000
Dietetic Internship	Melissa Mouton melissa.mouton@hhs.texas.gov	\$0	\$0	\$0
SNAP-Ed Nutrition on the Go	Christine Least christine.least@hhs.texas.gov	\$0	\$0	\$0
SNAP-Ed Health Care Providers	Anna Garcia anna.garcia@hhs.texas.gov	\$0	\$0	\$0
SNAP-Ed Peer Text	Anna Garcia anna.garcia@hhs.texas.gov	\$0	\$0	\$0
SNAP-Ed Obesity Prevention-NE	Christine Least christine.least@hhs.texas.gov	\$0	\$0	\$0

Project	Project Contact	Current Funding (\$)	4 th Quarter Reallocation Amount (\$)	FY2024 Revised Project Total (\$)
SNAP-Ed Breastfeeding	Anna Garcia anna.garcia@hhs.texas.gov	\$0	\$0	\$0
Extra Funding 2% LAGA	Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov	\$0	\$87,189	\$87,189
Extra Funding Summer Food Program	Marissa Gregurek marissa.gregurek@hhs.texas.gov	\$0	\$0	\$0
Extra Funding TXIN Internet	Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov	\$45,000	\$0	\$45,000
Extra Funding Improving Participant Experience	Amber Oltmann amber.oltmann@hhs.texas.gov	\$25,000	\$0	\$25,000
Extra Funding Other	Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov	\$38,500	\$0	\$38,500
Extra Funding Cash Value Benefits/ Disaster Overtime (CVB/Disaster-OT)	Elsa Rodriguez elsa.rodriguez2@hhs.texas.gov	\$0	\$0	\$0
Extra Funding Nutrition Education	Akata Sanghani akata.sanghani@hhs.texas.gov	\$5,000	\$0	\$5,000
Employee Retention Stipend	Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov	\$0	\$347,600	\$347,600
Miscellaneous Projects	Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov	\$0	\$0	\$0
Total		\$6,138,123	\$434,789	\$6,572,912

*Actual General Administrative funding amount is accrued monthly based on Funding Formula Rate (FFR): \$17.15 per participant plus any earned incentives.

This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.

For HHSC to track Local Agency expenditures, please submit a separate WIC invoice for reimbursement of actual allowable costs associated with each project. If the allocation amounts on special projects are exceeded, the invoice will be returned to the Local Agency for correction and resubmission.

For questions regarding purchase requests, please contact WICLARRequests@hhs.texas.gov.

August 1, 2024
Page 3

For questions or additional information regarding funding, please contact the assigned Project Contact listed in the table above or email the WIC Clinic Services Financial Liaison, Tammye Farmer-Holloman, at tammye.farmerholloman@hhs.texas.gov.

Sincerely,

A handwritten signature in black ink that reads "Edgar Curtis". The signature is written in a cursive, slightly slanted style.

Edgar Curtis, Texas WIC Director
Health and Human Services Commission

cc: Joseph W. Neeb, City Manager

City Council

Meeting Date: 8/19/2024

Resolution 24.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application to the Department of Health and Human Services (HHS) for the Supporting Vaccine Confidence Grant, in the estimated amount of \$250,000.00, with no match for the City of Laredo Public Health Department for the term period from September 30, 2024 through September 29, 2025, with up to two one-year renewals through September 29, 2027 for a total grant award of up to \$750,000.00, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Fund - Supporting Vaccine Confidence Grant.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo Public Health Department wishes to apply for the funding opportunity by the Department of Health and Human Services (HHS) to be considered for funding through the Supporting Vaccine Confidence Grant. Through this award, Laredo Public Health will be able to expand, implement, and evaluate promising practices and develop novel approaches to increase vaccine confidence in local communities to equitably address vaccine-preventable diseases and conditions. The cultivation of confidence in vaccines can lead to broader vaccine uptake by addressing concerns and empowering individuals with information.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Department of Health and Human Services
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Grant will be appropriated once awarded.

2024-R-265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) FOR THE SUPPORTING VACCINE CONFIDENCE GRANT, IN THE ESTIMATED AMOUNT OF \$250,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 30, 2024 THROUGH SEPTEMBER 29, 2025, WITH UP TO TWO (2) ONE-YEAR RENEWALS THROUGH SEPTEMBER 29, 2027 FOR A TOTAL GRANT AWARD OF UP TO \$750,000.00, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RESULTING FROM THE AWARD OF THIS GRANT. ANY FUNDING AS A RESULT OF THIS APPLICATION WILL BE APPROPRIATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – SUPPORTING VACCINE CONFIDENCE GRANT.

WHEREAS, The City of Laredo Public Health Department wishes to apply for the funding opportunity by the Department of Health and Human Services (HHS) to be considered for funding through the Supporting Vaccine Confidence Grant; and

WHEREAS, through this award, Laredo Public Health will be able to expand, implement, and evaluate promising practices and develop novel approaches to increase vaccine confidence in local communities to equitably address vaccine-preventable diseases and conditions. The cultivation of confidence in vaccines can lead to broader vaccine uptake by addressing concerns and empowering individuals with information.

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

Section 1: The City Manager is hereby authorized to submit a grant application to the Department of Health and Human Services (HHS) for the Supporting Vaccine Confidence Grant, in the estimated amount of \$250,000.00, with no match for the City of Laredo Public Health Department for the term period from September 30, 2024 through September 29, 2025, with up to two (2) one-year renewals through September 29, 2027 for a total grant award of up to \$750,000.00, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund – Supporting Vaccine Confidence Grant.

Section 2: Grant will be appropriated once awarded.

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

**DR. VICTOR D. TREVINO
MAYOR**

ATTEST:

**MARIO I. MALDONADO JR.
CITY SECRETARY**

**APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY**

**AMBER R. HOLMES
ASSISTANT CITY ATTORNEY**

City Council

Meeting Date: 8/19/2024

Resolution 25.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas, ratifying the execution of a contract amendment from the Women's Health and Family Planning Association of Texas (WHFPT), d.b.a Every Body Texas, for the WHFPT Title X Project Grant in the additional amount of \$4,834.00, and the Quality Improvement and Access Fund (Part A) Grant in the additional amount of \$20,102.31, with no match for the City of Laredo Public Health Department for the term period from April 01, 2024 through March 31, 2025. Funds will be accounted in the Laredo Public Health Department Fund - WHFPT Title X Grant.

PREVIOUS COUNCIL ACTION

On May 06, 2024, Council approved Resolution 2024-R-157.

BACKGROUND

The City of Laredo Public Health Department is continuing its contract with Every Body Texas for the continuation of the Title X Family Planning and Women's Health Program. Through this agreement, the Public Health Department will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammography's, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and intrapartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

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:	WHFPT Title X Project Grant
Account #:	226-6203
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funds will be accounted in Revenue account 226-0000-321-6304 and the Expenditure division 226-6203 and Project Numbers HEWR05 and HEWH10.

2024-R-267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE WOMEN’S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT), D.B.A EVERY BODY TEXAS, FOR THE WHFPT TITLE X PROJECT GRANT IN THE ADDITIONAL AMOUNT \$4,834.00, AND THE QUALITY IMPROVEMENT AND ACCESS FUND (PART A) GRANT IN THE ADDITIONAL AMOUNT OF \$20,102.31, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM APRIL 01, 2024 THROUGH MARCH 31, 2025. FUNDS WILL BE ACCOUNTED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – WHFPT TITLE X GRANT.

WHEREAS, the City of Laredo Public Health Department is continuing its contract with Every Body Texas for the continuation of the Title X Family Planning and Women's Health Program; and

WHEREAS, through this agreement, the Public Health Department will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammography's, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and intrapartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

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

Section 1: The City Manager is hereby authorized to ratify the execution of a contract amendment from the Women’s Health and Family Planning Association of Texas (WHFPT), d.b.a Every Body Texas, for the WHFPT Title X Project Grant in the additional amount of \$4,834.00, and the Quality Improvement and Access Fund (Part A) Grant in the additional amount of \$20,102.31, with no match for the City of Laredo Public Health Department for the term period from April 01, 2024 through March 31, 2025. Funds will be accounted in the Laredo Public Health Department Fund – WHFPT Title X Grant.

Section 2: Funding is available in revenue account 226-0000-321-6304 and the expenditure division 226-6203 with project numbers HEWR05 and HEWH10.

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

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY



City of Laredo Public Health

2024-2025 Quality Improvement and Access Fund (Part A) Allocations Determination

Total Part A Allocation:	\$20,102.31
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Calculation Summary

Priority	Data	Total
Percentage of network-wide LARC provision	0.78%	\$ 811.00
Percentage of female clients 100% FPL or below	90.14%	\$18,000.00
Part 3 – Redistribution	\$1,291.31	\$1,291.31
2024-2025 Quality Improvement and Access Fund (Part A) Allocation		\$20,102.31

Explanation of Data

The Quality Improvement and Access Fund (Part A) formula is calculated using sub-recipient data from April 1, 2023 through March 31, 2024, as submitted to the Every Body Texas centralized data system on May 15, 2024.

Priority #1 – Percentage of Network-Wide LARC Provision

Measure: Percentage of females 15-44 who are not pregnant, planning a pregnancy, or abstinent, receiving a LARC from April 1, 2023 – March 31, 2024 network-wide that was provided by each agency. This percentage was used to determine the distribution of 50% of the available Quality Improvement and Access Fund (Part A).

Result: City of Laredo Public Health was responsible for **0.78%** of the total LARCs used across Every Body Texas’s network, which resulted in \$ 811.00 in funds for this measure.



PRIORITY #2 – Percentage of female clients who are at or below 100% FPL

Measure: The percentage of female clients who are at or below 100% FPL:

% of Clients	Additional Amount
75-100%	\$18,000
50-74.9%	\$12,000
0-49.9%	\$6,000

Result: City of Laredo Public Health, with 90.14% of its female clients who were at or below 100% FPL, falls into the 1st tier, which resulted in \$18,000.00 in funds for this measure.

Part 3 – Post-Calculation Redistribution of Funds

For FY25, 3 agencies had their funding totals reduced. The remaining difference in funding is then redistributed to 16 other agencies which did not receive a decrease in the calculation for FY25. City of Laredo Public Health received a redistribution of \$1,291.31 for FY25 for a final total of \$20,102.31.

Quality Improvement and Access Fund

Part A Policy and Procedure

Policy Statement

The Office of Population Affairs (OPA) has identified Title X program priorities that ensure “innovative high-quality family planning and related health services that will improve the overall health of individuals, couples, and families.” OPA emphasizes that Title X providers “offer a broad range of family planning and related health services that are tailored to the unique needs of the individual, that include natural family planning methods (also known as fertility awareness-based methods), which ensure breadth and variety among family planning methods offered.”

In order to improve the quality of services, increase the number of clients served, and to support optimal health outcomes, Every Body Texas has created the Quality Improvement and Access (QIA) Fund. This fund will enable Every Body Texas Title X sub-recipients to provide a variety of family planning methods and to implement quality improvement strategies.



Funding Guidelines

The Quality Improvement and Access Fund was created to offer one-time incentive payments for sub-recipients to implement Title X Program Priorities, quality improvement strategies, and efforts to increase the number of clients served. There are two parts of the Quality Improvement and Access Fund. This document pertains to Part A of the Quality Improvement and Access Fund.

A portion of the Quality Improvement and Access Fund is designated for purchasing contraceptive supplies, including long-acting reversible contraception (LARC) and supplies to support fertility awareness-based methods.

Every Body Texas has designated an allocation amount (see QIA Part A Allocation Determination Letter) for each sub-recipient agency based on prior data or client projections for the 2024-2025 fiscal year. Funds awarded for QIA Part A must be used solely for the purchasing of contraceptive supplies. Funds may not be used for staff salaries.

Reporting requirements

Sub-recipients must submit invoices and packing slips for supplies purchased as documentation that awarded funds have been expended. Every Body Texas will request that this documentation is provided three times throughout the Fiscal year, this is outlined in the 2024-2025 Every Body Texas reporting calendar. All invoices and packing slips for the corresponding reporting period must be submitted to Finances@everybodytexas.org.

- The purchase date on the invoice(s) must be dated within the 2024-2025 budget period (April 1, 2024 – March 31, 2025).
- All Part A funds must be expended, and invoices submitted by March 15, 2025.
- See QIA Fund Part A Policies and Procedures for more information.


Part A Reporting Dates	
Reporting Period	Invoice & Packing Slip Due Dates
4/1/24-8/31/24	9/15/24
9/1/24-11/30/24	12/15/24
12/1/24-2/28/25	3/15/25



Acknowledgement of Funds

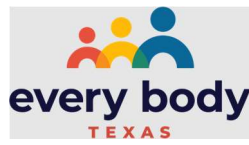
Every Body Texas will award approximately \$500,000 for QIA Part A across the Title X network. Every Body Texas will provide a QIA Part A Fund Allocation Determination Letter for each subrecipient outlining the amount awarded. Every Body Texas will award QIA Fund Part A allocations to sub-recipients that complete and submit the attached QIA Part A Acknowledgment of Funds Form. Completed QIA Part A Acknowledgement of Funds forms may be submitted on a rolling basis, though it is preferred to be submitted by July 31st, 2024 Upon receipt of completed form, Every Body Texas will distribute awarded funds.

Completed forms should be submitted to: finance@everybodytexas.org.

QIA Part A Acknowledgement of Funds Form			
Agency Name:			
Street Name:			
City:		Zip Code:	
<p>The above-named agency has reviewed the 2024-2025 QIA Fund Part A Allocation Determination Letter and accepts special funds for the current budget period (April 1, 2024 – March 31, 2025) based on the allocation amount disclosed in the letter.</p> <p>Every Body Texas will distribute awarded funds to the above-named agency in accordance with the QIA Fund Part A policies and procedures upon receipt of this signed Acknowledgement of Funds form.</p>			
Signature:		Signature:	
			
Name/Title: Joseph W. Neeb City Manger City of Laredo		Name/Title: Nairod Woods Finance and Contract Compliance Manager, Every Body Texas	

RECOMMENDED

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health



City of Laredo Public Health

2024-2025 Title X Allocations Determination

Total Allocation:	\$125,701.68
Total Client Goal:	1,695

Calculation Summary

Unduplicated Client Number (Calculated from Every Body Texas Centralized Data System for January 1, 2023 – December 31, 2023)	Per Client Amount
1,695	\$74.16

Priority 1: Access	Data	Total
I. Percentage of Network Total Clients	0.83%	\$37,028.07
Preliminary Priority 1 Total		\$37,028.08

Priority 2: Equity	Data	Benchmark Tier	Tier Funding %	Amount Per Client	Total
1. % Clients w/FPL <=100%	91.37%	Tier 1	100.00%	N/A	\$39,333.46
2. % Clients <=19 years	5.39%	Tier 2	75.00%	N/A	\$29,500.10
3. % Non-White Race/Hispanic by Sub- recipient	97.27%	Tier 1	100.00%	N/A	\$39,333.46
4. # Rural Clients	0	N/A	N/A	\$53.89	\$ 0.00
Preliminary Priority 2 Total					\$108,167.02



Priority 3: Quality	Data	Benchmark Tier	Tier Funding %	Total
1. STI Testing - Chlamydia - Women 24 and under	42.93%	Tier 2	25.00%	\$15,296.35
2. % Unknown Income	0.00%	Tier 1	100.00%	\$13,111.15
3. % Unknown Family Size	0.00%	Tier 1	100.00%	\$13,111.15
Preliminary Priority 3 Total				\$41,518.65

Please note that the dollar amounts generated for Priorities 1 - 3 do not translate *directly* to your allocation amount – because this is a transitional methodology, the percentage of your previous year’s allocation generated through the sum of Priorities 1 – 3 is used to determine the percentage change allowed for stability purposes.

Priority 4: Stability	Data	Resultant Effective Change Allowed	Final Funding Total
1. Percentage of Previous Year Funding Generated	154.48%	4.00%	\$125,701.68
Preliminary Priority 4 Total			\$125,701.68

Explanation of Data

The allocations formula is calculated using sub-recipient data from January 1, 2023 through December 31, 2023 as submitted to the Every Body Texas centralized data system by May 15, 2024.

Allocations Formula

Priority #1 – Access To Care

Forty-five percent (45%) of Every Body Texas’s available Title X funds are allocated to this Priority.

Measure – Percentage of Total Network Clients Served



This measure awards each sub-recipient based on the percentage of unduplicated clients served as a proportion of all unduplicated clients served across the entire network. For example, if a sub-recipient serves 2% of the network’s total unduplicated clients, they will receive 2% of the funding allocated to this category.

Result: City of Laredo Public Health served 0.83% of all unduplicated clients served by the entire network, earning 0.83% of the total allocation available for this measure.

Priority #2 – Equitable Client Care

Thirty three percent (33%) of Every Body Texas’s available Title X funds are allocated to this Priority. These funds are further divided into 4 measures, with a stated percentage allocated to each measure. Each sub-recipient is eligible for the same amount of funding.

Measure A – Percentage of Clients Seen with Federal Poverty Level <=100%

Thirty percent (30%) of Priority #2 funding is allocated to this measure. Measure A awards each sub-recipient a percentage of the available funding for this measure based on the percentage of unduplicated clients at or below 100% FPL served.

	% of unduplicated clients < 100% FPL served	% of Measure A funding earned
Tier 1	70%	100%
Tier 2	50%	75%
Tier 3	<50%	25%

Result: City of Laredo Public Health with 91.37% of clients who were at or below 100% FPL, falls into Tier 1 earning 100.00% of funds available per agency for this measure.

Measure B – Percentage of Clients Seen that are <=19 Years Old

Thirty percent (30%) of Priority #2 funding is allocated to this measure.

	% of clients seen <=19 years old	% of Measure B funding earned
Tier 1	10%	100%
Tier 2	5%	75%
Tier 3	<5%	25%

Result: City of Laredo Public Health with 5.39% of clients who were <=19 years old, falls into Tier 2, earning 75.00% of funds available per agency for this measure.

Measure C – Percentage of Clients Seen that are Non-White and/or Hispanic



Thirty percent (30%) of Priority #2 funding is allocated to this measure.

	% of clients seen that are Non-White and/or Hispanic	% of Measure C funding earned
Tier 1	75%	100%
Tier 2	50%	75%
Tier 3	<50%	25%

Result: City of Laredo Public Health with 97.27% of clients who were Non-White and/or Hispanic, falls into Tier 1 earning 100.00% of funds available per agency for this measure.

Measure D – Number of Clients Seen that Qualify as Living in a “Rural” Area

Ten percent (10%) of Priority #2 funding is allocated to this measure. This measure allocation is calculated using a per-client rate. This rate is derived by dividing the total funding allocated to this measure by the total number of rural clients served across the network. For FY25, this total is \$53.89 funded per rural client.

Unduplicated clients are designated as “rural” if their zip code falls within Federal Rural Urban Commuting Area (RUCA) codes 7-10.

Result: City of Laredo Public Health with 0 clients who were classified as living in a rural area earned \$ 0.00 in funding for this measure.

Priority #3 – Quality of Care and Data Quality

Twenty-two percent (22%) of Every Body Texas’s total available Title X funds are allocated to the this Priority. These funds are further divided into 3 measures with a stated percentage allocated to each measure. Each sub-recipient is eligible for the same amount of funding.

Measure A – Percentage of Women 24 and Under Tested for Chlamydia

Seventy percent (70%) of Priority #3 funding is allocated to this measure.

	% of Women 24 and under tested for Chlamydia	% of Measure A funding earned
Tier 1	60%	100%
Tier 2	<60%	25%

Result: City of Laredo Public Health with 42.93% of Women 24 and under tested for Chlamydia, falls into Tier 2 , earning 25.00% of funds available per agency for this measure.

Measure B – Percentage of Clients Reporting Income as Unknown



Fifteen percent (15%) of Priority #3 funding is allocated to this measure.

	% of Clients Reporting Income as Unknown	% of Measure B funding earned
Tier 1	5%	100%
Tier 2	>5%	25%

Result: City of Laredo Public Health with 0.00% of clients reporting income as unknown, falls into Tier 1 , earning **100.00%** of funds available per agency for this measure.

Measure C – Percentage of Clients Reporting Family Size as Unknown

Fifteen percent (15%) of Priority #3 funding is allocated to this measure.

	% of Clients Reporting Family Size as Unknown	% of Measure C funding earned
Tier 1	5%	100%
Tier 2	>5%	25%

Result: City of Laredo Public Health with 0.00% of clients reporting family size as unknown, falls into Tier 1 , earning **100.00%** of funds available per agency for this measure.

Priority #4 – Stability in Allocation Model

To ensure a more equitable allocation methodology, funding stability across the network, and to incentivize increased client counts, equity, quality, and access; the methodology incorporates a new stability factor calculation.

The stability factor evaluates each sub-recipient individually. First the measure calculates the total amount each sub-recipient generates across Priorities 1 – 3 - Access, Equity, and Quality. That amount may be less than, equal to or greater than the sub-recipients 2023-2024 allocation amount. The goal is that each sub-recipient generates at least 70% of their previous year's funding. Based on what percentage of their previous year allocation they generate, their allocation amount may be decreased, level funded, or increased according to the chart and explanations below.

% of previous year allocation generated through Priorities 1 – 3	% change in allocation amount
>100%	4%
= 100%	0%
70 – 99%	0%



60 - 69%	-2%
<60%	-4%

- Sub-recipients that generate above 100% of their previous year's allocation through Priorities 1 – 3, can receive up to 4% growth in funding.
- Sub-recipients that generate between 70 and 100% of their previous year's allocation are level funded.
- Sub-recipients that generate between 60 and 69% of their previous year's allocation, are stabilized up to 98% the first year of the methodology or 2% loss from their previous year's allocation.
- Sub-recipients that generate less than 60% of their previous year's allocation, are stabilized up to 96% the first year or a 4% loss from their previous year's allocation.

Result: City of Laredo Public Health earned \$186,713.76 through Priorities 1 – 3. This is 154.48% of the previous year's allocation resulting in a 4% change.

City Council

Meeting Date: 8/19/2024

Consent Agenda 26.

SUBJECT

Authorization to reject a proposal for an MOU with the Rio Grande International Study Center (RGISC) for independent air monitoring at International Bridges Two and Three due to concerns regarding duplication of efforts with the Texas Commission on Environmental Quality (TCEQ).

PREVIOUS COUNCIL ACTION

Through Item 24-C-106, Council motioned to move forward with the development of an MOU with RGISC for this air monitoring.

BACKGROUND

Upon further review of outstanding work with RGISC and the duplication from other projects and current monitoring through TCEQ, the City Manager recommends that the City should not enter into an MOU with RGISC at this time for this intended purpose. The recommendation shared with City Council is attached to this item.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

The City Manager recommends to not move forward with the proposal at this time.

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

Exhibit for Recommendation to not enter into MOU with RGISC for Additional Air Monitoring at Bridges 2 & 3.

8/13/2024

Email from City Manager

Good morning Mayor and City Council,

Please see the included email string with the City, through my office and RGISC. It will be my recommendation to you that the City postpone entering into another MOU with RGISC for additional air monitoring at Bridges 2 and 3. I was incorrect for Bridge 4. However, we have 13 (plus this tentative one) projects already in the queue with RGISC and I believe that we should focus on the current relationship first. I am also confused on the need for additional air monitoring at Bridge 2 when there are already plans through a US EPA grant for approximately 14 air monitoring stations. Both of these bridges also have TCEQ monitors already located at them. Why can't they serve in this capacity?

I have asked staff to stop work on preparing this MOU pending any additional directive from the City Council. It is my understanding that RGISC has been reaching out to each of you regarding this decision which prompted this email at this time.

If you wish to adjust my recommendation to move forward with the project, I do ask for further consideration of the following:

1. who and how the information will be utilized?
2. who owns the data?
3. How does it improve our understanding and operation of the bridges?
4. Should we include additional voices into the discussion such as Port of Entry committee and carriers' association to determine full scope of the work?
5. As the city must manage the relationship, there is a cost associated with the relationship even though the grant covers the capital. If not directly financial, there is a resource allocation cost. We are already spending time on preparing the MOU over the past 2 weeks.

My goal as always is to keep our vendors, partners and staff focused on the work already approved rather than continue to spread our limited resources further.

Take care,

Joe Neeb

From: tricia <tricia@rgisc.org>

Sent: Wednesday, June 12, 2024 6:12 PM

To: Joseph W. Neeb

Good afternoon Mr. Neeb:

Thank you for the information.

If I may, I have included Dr. Richard Peltier from the University of Massachusetts at Amherst on this thread, who helped design the technical framework for this Border 2025 proposal to help get a better understanding of PM2.5 in both Laredo and Nuevo Laredo.

He is a professor Environmental Health Sciences and holds a PhD in Atmospheric Chemistry from Georgia Tech, and a MPH in Environmental Health Sciences at Columbia University. He leads an active research lab that is focused on particle speciation, particle monitoring with low cost applications, field work, and science communication. His team will help to install the sensors in and assist with the online data dashboard and help interested citizens and decision-makers understand how to interpret the data, in both Laredo and Nuevo Laredo.

For background, Dr. Peltier was also part of the fenceline air monitoring project that we did for ethylene oxide issue around Midwest Sterilization Corp. He didn't collect the data or build the QAPP for us with the U.S. EPA, but he did run the Quality Assurance/Quality Control on the data, and is finalizing the analysis of that data.

Regarding the Border 2025 NADBANK/EPA/BECC air quality project, a couple of points for clarification:

The scope of work only involves two bridges: Bridge 2 (Juarez Lincoln) and Bridge 3 (World Trade Bridge). It didn't Bridge 4 (Colombia).

2. My understanding from Dr. Peltier is that there is a specific purpose to installing a sensor at the EPA/TCEQ site at World Trade Bridge – low cost sensors are inherently less certain than their more sophisticated and expensive EPA/TCEQ monitors. Co-locating a less certain sensor at the EPA/TCEQ site lets us calibrate a low-cost sensor (LCS) to local conditions, which are reported hourly by the TCEQ monitor. And this can be used to correct all of the other LCS sensors spread across the region. If the other projects that you mentioned are not co-locating at the TCEQ/EPA stations, then most scientists will question the accuracy of this data and it would be very difficult to draw any meaningful conclusions. It's critical that the data from the entire study be valid. This is a common way that government sites lend support to community monitoring initiatives – co-location is used to validate sensors and data. The intention isn't to double monitor at Bridge 3 but to validate the information from the rest of the study, which we are pleased to know that you support.

Kindly let me know if you'd like to discuss further, and we can invite Dr. Peltier so that he can explain why the co-location at both bridges is important for the scientific and technical aspect of the project.

Thank you,

Tricia

From: Joseph W. Neeb <jneeb@ci.laredo.tx.us>

Sent: Wednesday, June 12, 2024 9:47 AM

To: tricia <tricia@rgisc.org>

Good morning Ms. Cortez,

Let me start by saying thank you to you and your team for all of the efforts RGISC provides assistance for. The City is lucky to have the commitment from your organization to improve our city. However, I will be requesting the City Council to not enter into an MOU to add air monitoring to bridges 3 and 4. This recommendation is based upon 2 reasons.

The first is that TCEQ already has a monitoring device at Bridge 3. I believe any duplication is problematic with our bridge system. The second reason is that we currently have over 14 joint projects between the City and RGISC. I believe it is appropriate to focus on these relationships prior to expanding new projects further.

Within the projects that we have partnered with, there are 3 other air monitoring projects on-going including a substantial plan for Bridge 2 at the 4 blocks. It makes more sense to me to focus on this bridge for air monitoring due to one of the primary reasons of the Border 2025 initiative. It is to assist with improvements that affect disadvantaged neighborhoods. We consider the older neighborhoods around Bridge 2 to potentially meet those conditions. Conversely, the neighborhoods near Bridges 3 and 4 are considered differently.

Thank you for your commitment to our city and the RGISC vision. I know we have a meeting coming up in the near future and I would be happy to discuss this matter further at that time.

Take care,

Joe Neeb
Laredo City Manager

City Council

Meeting Date: 8/19/2024

Consent Agenda 27.

SUBJECT

Consideration to award a contract to Fun Abounds, Inc., Sugar Land, Texas for the purchase and installation of a playground equipment at the M.E. Benavides Park located at 220 Chacota St., Laredo, Texas, in the amount of \$129,573.00. This purchase is utilizing the BuyBoard Cooperative Purchasing Program #679-22.

Funding is available in the 2021 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is requesting authorization to purchase and install a playground equipment at the M.E. Benavides Park for the Parks and Recreation Department. All payment bonds, insurance, labor, materials, equipment, and services are included in total price. Staff recommends awarding the contract utilizing the BuyBoard cooperative purchasing program contract pricing.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the approval of this purchase contract.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	2021 Certificate of Obligation Bond
Account #:	474-3118-555-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding for this project is available in the following accounts with project number D22410.

Account # 474-3118-555-9301

Amount: \$129,573.00

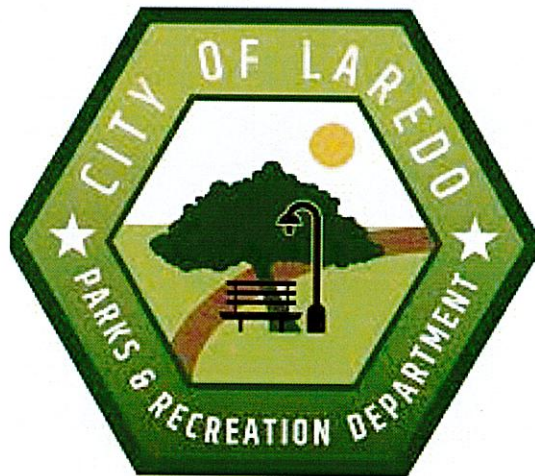
Emailed 1/17/24
Christy



"creating playground memories filled with fun"

A Presentation For...

The City of Laredo



RFQ: M. E. Benavides New
Playground 1 - 16 -24

About fun abounds

Your local playground representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, ID Sculptures, USA Shade, MyTCoat Site Amenities, StayFit Fitness and Trek Fit. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.

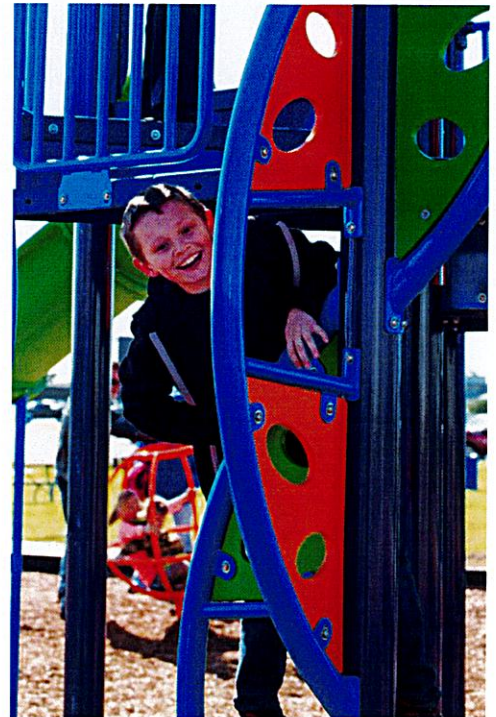


Our commitment to you

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.



"creating playground memories filled with fun"







Thank you for allowing us to present this
proposal to you.

We would love the opportunity to
“create playground memories filled with fun”
for

City of Laredo



“creating playground memories filled with fun”

www.fabplaygrounds.com

855-226-8637

650/638



fun abounds, inc.
 114 Venice
 Sugar Land, TX. 77478
 855-226-8637 phone
 281-265-0043 Fax
 Leigh Walden, President
 lwalden@fabplaygrounds.com
 www.fabplaygrounds.com

Estimate	
Date	Estimate #
1/16/2024	10624

Ruben Cardenas
 Playground Specialist
 Rio Grande Valley
 ruben@fabplaygrounds.com
 956-733-2216

We are pleased to provide this estimate for

City of Laredo
 5512 Thomas Avenue
 Laredo, TX 78041

Ship to:

M. E. Benavides

Rep	Terms	Project
RC	Due upon compl...	New Playground ...

Item	Description	Qty	Rate	Total
Burke	Buyboard 679-22 BCI Burke NUIN 2980 Key Features: Ages: 5-12 ASTM Use Zone: 49' x 50' Capacity: 89 Fall Height: 100" Play Events: 13	1	91,742.00	91,742.00
Freight	Freight (firm quote TBD at time of order) Subtotal of Features	1	6,888.00	6,888.00 98,630.00
Installation	Installation of BCI Burke Equipment	1	41,000.00	41,000.00
EWF - Material ...	Playground Surfacing EWF - Material only. Under 50 yds	120	20.00	2,400.00
EWF - Installati...	Installation only of EWF and Geotextile (EWF pricing on separate line item)	120	43.93333	5,272.00
EWF - Freight	Freight (Truck Load 85 yds)	2	3,231.76	6,463.52

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
 (Women's Business Enterprise)
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!



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 5512 Thomas Avenue
 Laredo, TX 78041

Ship to:		
M. E. Benavides		
Rep	Terms	Project
RC	Due upon compl...	New Playground ...

Item	Description	Qty	Rate	Total
APS-Border12"	12" APS Playground Border with Surfacing Guide and 1 spike	50	38.6666	1,933.33
APS ADA FUL...	ADA Full Ramp	1	846.67	846.67
	Subtotal of Features			57,915.52
Discount	LOYAL CUSTOMER DISCOUNT		-26,972.14	-26,972.14
	NOTES: NO SITE WORK - SITE MUST BE PREPARED BY CUSTOMER Equipment Lead Time 8 - 10 weeks (TBD) Playground Surfacing is EWF (Wood Chips)			

Thank you for allowing us to submit this proposal.

Subtotal

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 Laredo, TX 78041

Ship to:		
M. E. Benavides		
Rep	Terms	Project
RC	Due upon compl...	New Playground ...

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

I thank you for allowing us to submit this proposal.

Subtotal

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City of Laredo
 5512 Thomas Avenue
 Laredo, TX 78041

Ship to:		
M. E. Benavides		
Rep	Terms	Project
RC	Due upon compl...	New Playground ...

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Nondisclosed u...	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge.		0.00	0.00
Site Access	If site access is restricted in any way there could be an additional charge.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment. Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
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City of Laredo
 5512 Thomas Avenue
 Laredo, TX 78041

Ship to:		
M. E. Benavides		
Rep	Terms	Project
RC	Due upon compl...	New Playground ...

Item	Description	Qty	Rate	Total
Site Prep	Site must be within 1% of final subgrade prior to installation. If any LOOSE rock is required for surfacing base or drainage it must be installed after playground installation.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 25-MAR-2020 Scheduled Expiration Date: 25-MAR-2024		0.00	0.00

Thank you for allowing us to submit this proposal.		Subtotal	\$129,573.38
PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment. Thank you! We appreciate the opportunity to earn your business!		Sales Tax..	\$0.00
		Total	\$129,573.38

City of Houston WBE
 (Women's Business Enterprise)
 Certificate #20-2-11596

Signature _____

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

City Council

Meeting Date: 8/19/2024

Consent Agenda 28.

SUBJECT

Consideration to authorize the purchase of a 4044R Compact Utility Tractor and a 485A Backhoe from John Deere Company, Cary, North Carolina in the total amount of \$59,273.51 for the Parks & Recreation Department. These are replacement units for current units that have already reached their useful life. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Purchasing Program #706-23. Funding is available in the 2015 Certificate of Obligations Bond.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard Cooperative Purchasing Program.

BACKGROUND

It is recommended that the Utility Tractor and Backhoe 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.

John Deere Company
BuyBoard Contract #706-23

Summary:

4044R Compact Utility Tractor - \$44,758.16
485A Backhoe - \$14,515.35

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

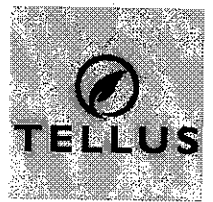
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Yes
Source of Funds: 2015 C.O. Bond
Account #: 469-3110-555-9004
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this equipment is available in the following account: 469-3110-555-9004 project PA1801



Da

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
 lneuhaus@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: 30384058
Created On: 15 February 2024
Last Modified On: 15 February 2024
Expiration Date: 29 March 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4044R Compact Utility Tractor (33 PTO hp) Contract: TX BuyBoard Grounds Minc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: February 14, 2024	\$ 53,267.00	\$ 44,758.16 X	1 =	\$ 44,758.16
JOHN DEERE 485A Backhoe Contract: TX BuyBoard Grounds Minc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: February 14, 2024	\$ 17,141.20	\$ 14,515.35 X	1 =	\$ 14,515.35
Equipment Total				\$ 59,273.51

Quote Summary

Equipment Total	\$ 59,273.51
Trade In	
SubTotal	\$ 59,273.51
Est. Service Agreement Tax	\$ 0.00
Total	\$ 59,273.51
Balance Due	\$ 59,273.51

Salesperson : X _____

Accepted By : X _____

City Council

Meeting Date: 8/19/2024

Resolution 29.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to apply for a grant in the amount of \$872,271.00 to fund the Laredo Police Department HIDTA Task Force, the Laredo DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force. These initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026. Funding will be available in the Financial Task Force Fund.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo has been the Grantee agency for the past thirty-three years for the Laredo Police Department HIDTA Task Force, the DEA HIDTA Task Force and the Rio Grande Valley Financial Task Force. These Task Forces work together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.

Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. This grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that this Resolution be passed

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	HIDTA Grant
Account #:	223
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Appropriation for this grant is included in FY 2025 HIDTA Task Force Fund budget (223).
No financial impact until grant is awarded.

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4a. Budget Detail

2025 - South Texas

All Initiatives, Award Recipients and Resource Recipients

<i>Input</i>		\$872,271.00	
Personnel	Quantity	Amount	Comments
Financial Staff	1	\$62,733.00	
Investigative - Law Enforcement Officer	11	\$513,132.00	
Total Personnel	12	\$575,865.00	
Fringe	Quantity	Amount	Comments
Financial staff	1	\$18,820.00	
Investigative - Law Enforcement Officer	13	\$148,640.00	
Overtime	10	\$7,500.00	
Total Fringe	24	\$174,960.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	12	\$50,211.00	
Total Overtime	12	\$50,211.00	
Travel	Quantity	Amount	Comments
Administrative	2	\$1,000.00	
Investigative/Operational	12	\$8,000.00	
Training	12	\$11,426.00	
Total Travel	26	\$20,426.00	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers		\$8,700.00	
Communications - office phones		\$2,400.00	
Investigative services		\$6,810.00	
Service contracts		\$499.00	

4a. Budget Detail

2025 - South Texas

All Initiatives, Award Recipients and Resource Recipients

Input **\$872,271.00**

Software - maintenance \$2,400.00

Total Services **\$20,809.00**

Supplies	Amount	Comments
----------	--------	----------

Investigative/Operational	\$17,000.00	
---------------------------	-------------	--

Office	\$3,000.00	
--------	------------	--

Total Supplies **\$20,000.00**

Other	Amount	Comments
-------	--------	----------

PE/PI/PS	\$10,000.00	
----------	-------------	--

Total Other **\$10,000.00**

Total Budget **\$872,271.00**

Budget Detail

2025 - South Texas

Initiative - Laredo DEA HIDTA Task Force

Investigation

Award Recipient - Laredo Police Department - City of Laredo (G25SS0001A)

Resource Recipient - Laredo Police Department

Input		\$117,228.00	
Personnel	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	100,069.00	Inv. RA
Total Personnel	1	\$100,069.00	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	17,159.00	Partial percentage
Total Fringe	1	\$17,159.00	
Total		\$117,228.00	

Budget Detail

2025 - South Texas

Initiative - Laredo PD/HSI HIDTA Task Force

Investigation

Award Recipient - Laredo Police Department - City of Laredo (G25SS0001A)

Resource Recipient - Laredo Police Department

Input		\$707,443.00	
Personnel	Quantity	Amount	Comments
Financial Staff	1	62,733.00	Financial Analyst A.Elizondo
Investigative - Law Enforcement Officer	10	413,063.00	6 TFO's LPD 2, Webb Co. 2 & Zapata CO 2
Total Personnel	11	\$475,796.00	
Fringe	Quantity	Amount	Comments
Financial staff	1	18,820.00	Financial Analyst
Investigative - Law Enforcement Officer	10	123,918.00	6 TFOs
Overtime	10	7,500.00	
Total Fringe	21	\$150,238.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	10	25,000.00	
Total Overtime	10	\$25,000.00	
Travel	Quantity	Amount	Comments
Administrative	2	1,000.00	For meetings
Investigative/Operational	10	5,000.00	Investigative
Training	10	7,500.00	Training
Total Travel	22	\$13,500.00	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers		7,800.00	Cell phones
Communications - office phones		2,400.00	Office Phones
Investigative services		6,810.00	Callyo & GPS Trackers

Budget Detail

Service contracts 499.00 Adobe
Software - maintenance 2,400.00 Avigilon & LPR system

Total Services \$19,909.00

Supplies	Amount	Comments
----------	--------	----------

Investigative/Operational	10,000.00	Fuel for vehicles
---------------------------	-----------	-------------------

Office	3,000.00	Office Supplies
--------	----------	-----------------

Total Supplies \$13,000.00

Other	Amount	Comments
-------	--------	----------

PE/PI/PS	10,000.00	
----------	-----------	--

Total Other \$10,000.00

Total \$707,443.00

Budget Detail

2025 - South Texas

Initiative - Rio Grande Valley HIDTA Task Force

Investigation

Award Recipient - Laredo Police Department - City of Laredo (G25SS0001A)

Resource Recipient - Laredo Police Department

Input		\$47,600.00	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	7,563.00	TFOs
Total Fringe	2	\$7,563.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	25,211.00	DG, RT.
Total Overtime	2	\$25,211.00	
Travel	Quantity	Amount	Comments
Investigative/Operational	2	3,000.00	Investigative Travel
Training	2	3,926.00	Training Travel
Total Travel	4	\$6,926.00	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers		900.00	Mobile phones
Total Services		\$900.00	
Supplies		Amount	Comments
Investigative/Operational		7,000.00	Fuel
Total Supplies		\$7,000.00	
Total		\$47,600.00	

Budget Detail

Total All Budgets

\$872,271.00

COUNCIL COMMUNICATION

<p>DATE:</p> <p>08/19/2024</p>	<p>SUBJECT: RESOLUTION# 2024-R-225</p> <p>A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to apply for a grant in the amount of \$872,271.00 to fund the Laredo Police Department HIDTA Task Force, the Laredo DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force. These initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026. Funding will be available in the Financial Task Force Fund.</p>
<p>INITIATED BY: Joseph Neeb City Manager</p>	<p>STAFF SOURCE: Miguel A. Rodriguez Chief of Police</p>
<p>PREVIOUS COUNCIL ACTION: None</p>	
<p>ACTION PROPOSED: That City Council pass this Resolution.</p>	
<p>BACKGROUND:</p> <p>The City of Laredo has been the Grantee agency for the past thirty-three years for the Laredo Police Department HIDTA Task Force, the DEA HIDTA Task Force and the Rio Grande Valley Financial Task Force. These Task Forces work together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.</p> <p>Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. This grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).</p>	
<p>FINANCIAL IMPACT:</p> <p>Appropriation for this grant is included in FY 2024-2025 HIDTA Task Force fund Budget (223)</p>	
<p>RECOMMENDATION:</p>	<p>STAFF: Staff recommends that this Resolution be passed.</p>

RESOLUTION# 2024-R-225

A RESOLUTION OF THE CITY OF THE COUNCIL OF THE CITY OF LAREDO, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT IN THE AMOUNT OF \$872,271.00 TO FUND THE LAREDO POLICE DEPARTMENT HIDTA TASK FORCE, THE LAREDO DEA HIDTA TASK FORCE, AND THE RIO GRANDE VALLEY FINANCIAL HIDTA TASK FORCE. THESE INITIATIVES ARE FUNDED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF THE NATIONAL DRUG CONTROL POLICY (ONDCP), AND HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) AT NO COST TO THE CITY. FUNDING WILL BE USED TO PAY PERSONNEL SALARIES, FRINGE BENEFITS, OVERTIME, TRAVEL AND OPERATING EXPENSES FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2026. FUNDING FOR THE RIO GRANDE VALLEY FINANCIAL TASK FORCE WILL BE USED FOR PAYMENT OF FRINGE BENEFITS, OVERTIME, AND OPERATING EXPENSES FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2026. FUNDING WILL BE AVAILABLE IN THE FINANCIAL TASK FORCE FUND.

Whereas, the City Council previously adopted the budget for fiscal year 2024-2025; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the Chief of Police recommends that this application be accepted; and

Whereas, funds will be used to pay personnel salaries for 6 investigators, 1 police patrol, 1 full time Sr. Administrative assistant, operational expenses and travel.

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

Section 1: Authorizing the interim City Manager to apply for a grant in the amount of \$872,271 to fund the Laredo Police Department HIDTA Task Force, the Laredo DEA HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. The grant will be funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026.

Funding for the Rio Grande Valley Financial HIDTA Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026.

Section 2: The City of Laredo full time equivalents will reflect two (2) investigators, one (1) patrol officer, and one (1) Sr. Administrative Assistant.

Section 3: The City Manager will be authorized to transfer the following full-time equivalents (FTEs) to the General Fund in the event this grant is no longer funded: two (2) investigators, one (1) patrol officer, and one (1) Sr. Administrative Assistant.

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 Jr.
CITY ATTORNEY

BY _____

City Council

Meeting Date: 8/19/2024

Consent Agenda 30.

SUBJECT

Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the acquisition of emergency vehicle packages, Zebra mobile printers, and reflective graphics for two police units for a total amount of \$48,537.80. This purchase shall be made utilizing the Buy Board Contract 698-23. This purchase will be funded by FY2024 Operation Lone Star (OLS) Grant Program. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard Contract Pricing Program.

Acceptance of FY2024 Operation Lone Star (OLS) Grant was approved by Council on November 20, 2023.

BACKGROUND

Authorization is requested for the purchase contract with DANA Safety Supply, Inc, for the acquisition of Emergency Vehicle Packages, Zebra Mobile Printers, and reflective graphics for two (2) police units. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

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:	Grant
Account #:	229-2386
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding for the purchase of this police emergency equipment is available in the 2024 Operation Lone Star grant. Account Number: 229-2386, Project Number: OPLS24

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	542182
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
 PO Box 210
 Laredo, TX 78042

Ship To

(For Pickup - LAFE)
 Dana Safety Supply - La Feria
 5002 Logans Run
 Harlingen, TX 78550

Contact: LAURA L ORTIZ
 Telephone: 956-795-2821
 E-mail: lortiz2@ci.laredo.tx.us

Contact: Maria Rivera
 Telephone: 281-728-1400
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/29/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BUY BAORD 698-23 PATROL 2024 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
0	0	N	INFO ** FRONT ** Warehouse: HARL	0.0000	0.00
2	2	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: HARL	3,846.2500	7,692.50
2	2	N	FS-VALR51J-P1L FEDERAL SIGNAL 5 IIN VALOR DUAL COLOR V-SHAPE LOW HOOK Warehouse: HARL	0.0000	0.00
2	2	N	LOW HOOK MOUNT V-SHAPE HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: HARL	0.0000	0.00
2	2	N	FED-PF200S17B FED SIGNAL PATHFINDER 100/200W.17 BTN Warehouse: HARL	0.0000	0.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: HARL VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY *****	0.0000	0.00
2	2	N	DFC-SB-ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: HARL	0.0000	0.00
4	4	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: HARL	0.0000	0.00
2	2	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: HARL	0.0000	0.00
2	2	N	DFC-PB-TAH21 FED SIG Push bumper, 2021-2023 Chevrolet Tahoe SSV/PPV Warehouse: HARL	557.0000	1,114.00
2	2	N	DFC-TC2L FEDSIG 2 LIGHT TOP CHANNEL FOR PIU PUSH BUMPER Warehouse: HARL Top channel, push bumper, mount (2) lights	27.5000	55.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: HARL	36.2500	72.50
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL	108.0000	864.00
2	2	N	(2) PUSH BUMPER (2) SIDE OF PUSH BUMPER MPSM6U-FPIU20SMW FED Mirror Wedge Kit Ford Utility 2020+ Warehouse: HARL	10.0000	20.00
0	0	N	SIDE OF PUSH BUMPER INFO ** SIDE** Warehouse: HARL	0.0000	0.00
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL 4- PER TAHOE 2 - PER SIDE ROCKET PANEL AREA	108.0000	864.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	MPSM6U-FPIU20SMW FED Mirror Wedge Kit Ford Utility 2020+ Warehouse: HARL 2 PER EXPLORER FOR ROCKET PANEL	10.0000	40.00
0	0	N	INFO **REAR** Warehouse: HARL	0.0000	0.00
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL LICENSE PLATE	108.0000	432.00
2	2	N	OVER RIDE TO WHITE ON REVERE FED-MPSM-LPH1 FED HORIZONTAL LICENSE PLATE BRACKET Warehouse: HARL	25.0000	50.00
4	4	N	FED-416900XZ-BW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: HARL	65.0000	260.00
0	0	N	REVERSE 2- PER EXPLOERE INFO ***CONSOLE** Warehouse: HARL	0.0000	0.00

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07/29/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: HARL 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09) WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm	1,014.5500	2,029.10
2	2	N	7160-0996-00 GJ MAGNETIC BASE CELL PHONE HOLDER Warehouse: HARL	36.2500	72.50
2	2	N	7160-0321 GJ FULL FACEPLATE FOR XTL2500/5000 Warehouse: HARL	0.0000	0.00
2	2	N	7160-0338 GAMBE FACEPLATE FULL FED SIGNAL SMART SIREN Warehouse: HARL PLATINUM	0.0000	0.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	15130 GJ 3/4" Filler Plate Warehouse: HARL	0.0000	0.00
2	2	N	15250 GJ TAHOE USB/MP3/SD CARD 12 VOLT RELOCATION PANEL Warehouse: HARL	12.4700	24.94
2	2	N	16298 GJ 4.5" X 2" DEEP W/ KNOCKOUT Warehouse: HARL	43.3600	86.72
2	2	N	3130-0153 GJ 1 BLANK FILLER PANEL FOR MCS CONSOLE Warehouse: HARL	0.0000	0.00
2	2	N	GJ-19740 GJ 1.5" Rocker Switch & AUX 12V Power Outlet Filler Pl Warehouse: HARL	7.7200	15.44
2	2	N	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: HARL FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ***** ****	22.5800	45.16

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HARL 1- RADIO MIC 1- SIREN MIC 1- RADAR REMOTE INFO CAGE Warehouse: HARL	60.0000	360.00
0	0	N	PK0369TAH21 SMC 8VS RP COATER PARTITION Warehouse: HARL	0.0000	0.00
2	2	N	QK2023TAH21 SMC #12 EXPANDED METAL W/ SEAT Warehouse: HARL	636.3500	1,272.70
2	2	N	QK2023TAH21 SMC #12 EXPANDED METAL W/ SEAT Warehouse: HARL	1,162.8500	2,325.70
2	2	N	GK1027IUHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: HARL GK1027IUHK S T-RAIL MOUNT 1 UNIVERSAL HK	272.3100	544.62

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Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	WK0514TAH21 WINDOW BARRIER VS STEEL VERTICAL Warehouse: HARL	213.8500	427.70
2	2	N	WK0514TAH21 DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: HARL	213.8500	427.70
0	0	N	DK0100TAH21 INFO **ZEBRA PRNTER** Warehouse: HARL	0.0000	0.00
2	2	Y	ZQ52-BUE0000-00 SYN: ZEBRA PRINTER Warehouse: HARL	758.7400	1,517.48
2	2	N	P1063406-032 ZEBRA:KIT Acc Mobile Battery Eliminator Dummy Battery Warehouse: HARL	86.5200	173.04
2	2	Y	P1050667-142 BARCODES ZEBRA POWER SUPPLY Warehouse: HARL https://www.barcodesinc.com/zebra/part-p1050667-142.htm	128.0600	256.12

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	P1063406-133 SYNN ZEBRA KIT ASSY POWER ADAPT Warehouse: HARL	128.0600	256.12
2	2	Y	AK17463-002 BLUESTAR ZEBRA AIT RAM MOUNT KIT Warehouse: HARL	83.9300	167.86
2	2	N	LD-R4KN5B ZEBRA, CONSUMABLES, Z-SELECT 4000D 3.2 Warehouse: HARL	153.6700	307.34
2	2	N	Z1AE-ZQ5X-3C0 0 ZEBRA, ONECARE, ZQ510, ZQ520, Warehouse: HARL	154.9900	309.98
2	2	N	RAM-101U RAM UNPKD RAM MOUNT W/2 RAM-202 BASES & ARM Warehouse: HARL	61.4900	122.98
0	0	N	INFO ** REAR STORAGE* Warehouse: HARL	0.0000	0.00
2	2	N	SBX-PK1-C01-01 HAV CLASSIC ELECTRONICS MOUNTING PACKAGE, 21-24 TAHOE Warehouse: HARL Classic Electronics Mounting Package For 2021-2024 Chevrolet Tahoe	1,014.6500	2,029.30

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO **DECALS** Warehouse: HARL	0.0000	0.00
2	2	N	GRAPHIC APPEARAL GRAPHIC Warehouse: HARL	606.2500	1,212.50
2	2	N	INSTALL GRAPH LAFERA INSTALL GRAPHICS FOR LAFERIA Warehouse: HARL	562.5000	1,125.00
0	0	N	INFO **RADIO** Warehouse: HARL	0.0000	0.00
2	2	N	HKN4192B UNITEDCC POWER CABLE XTL2500 Warehouse: HARL	59.4000	118.80
2	2	N	HKN6188B MOTOROLA CH POWER CABLE Warehouse: HARL	67.5000	135.00
2	2	N	HKN6168B HAF MOTOROLA 30' CONTROL REMOTE HEAD CABLE Warehouse: HARL	135.0000	270.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	HSN4038A MOTOROLA SPEAKER Warehouse: HARL	81.2500	162.50
2	2	N	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HARL	56.2500	112.50
2	2	N	MFG PART #: NMO-60-300-M1-N NMO-60-300-MI--N DCTW NMO MOTOROLA COAX Warehouse: HARL	26.2500	52.50
2	2	N	HMN1090D Speaker Mic-ACCESSORY KIT,MODIFIED STANDARD MOBIL MIC Warehouse: HARL	101.2500	202.50
2	2	Y	GRAPHIC CERAMIC Warehouse: HARL	500.0000	1,000.00
2	2	N	DIAMON SHIELD CERAMIC COATING FOR VEHCILES 5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: HARL	85.0000	170.00
2	2	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HARL	45.0000	90.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	542182
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
 PO Box 210
 Laredo, TX 78042

Ship To

(For Pickup - LAFE)
 Dana Safety Supply - La Feria
 5002 Logans Run
 Harlingen, TX 78550

Contact: LAURA L ORTIZ
 Telephone: 956-795-2821

Contact: Maria Rivera
 Telephone: 281-728-1400

E-mail: lortiz2@ci.laredo.tx.us

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/29/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HARL	80.0000	160.00
2	2	N	TRANSPORT VEHICLE TRANSPORTATION BY HIRED DRIVERS Warehouse: HARL TRASPORTING BACK TO LAREDO	345.0000	690.00
2	2	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC INCLUDED DISPOSAL OF REAR SEATS *****	600.0000	1,200.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL **INCULEDS RADIO,MODEM, CAMERA ONCE APPROVE , PROVIDED BY CUSTOMER**	4,500.0000	9,000.00
0	0	N	INFO BALLASTIC GLASS AND INSTALLATION Warehouse: HARL	0.0000	0.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	542182
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
 PO Box 210
 Laredo, TX 78042

Ship To

(For Pickup - LAFE)
 Dana Safety Supply - La Feria
 5002 Logans Run
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Contact: LAURA L ORTIZ
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E-mail: lortiz2@ci.laredo.tx.us

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/29/24	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Maria Rivera		Maria Rivera - La Feria	MYRA CONTRERAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	DW02663LD22C-00 CGS IIIA BALLISTIC WINDSHIELD N/CAMER, 21+ TAHOE Warehouse: HARL	2,400.0000	4,800.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	300.0000	600.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL	700.0000	1,400.00
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		
			Quote Good for 30 Days		

Print Date	07/29/24
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Subtotal	46,737.80
Freight	1,800.00
Order Total	48,537.80

Printed By: Maria Rivera

City Council

Meeting Date: 8/19/2024

Consent Agenda 31.

SUBJECT

Consideration to authorize the purchase contract with Axon Enterprise, Inc., Scottsdale, Arizona in the amount of \$51,111.02 for the purchase of interview room equipment and services. This purchase shall be made using the BuyBoard Cooperative Purchasing Contract No. 648-21, and will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Authorization is requested to purchase interview room equipment, hardware and services from Axon Enterprise, Inc. headquartered in Scottsdale, Arizona.

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:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Auto Theft Task Force Fund 222-2348 project# ATCC24.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-583009-45504.953MA

Issued: 07/31/2024

Quote Expiration: 08/30/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 106281

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Laredo Police Dept. - TX 4712 Maher Ave Laredo, TX 78041-3856 USA	Laredo Police Dept. - TX PO Box 210 Laredo TX 78042-0210 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Miguel Rodriguez Phone: 956-795-3112 Email: mrodrigue1@ci.laredo.tx.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$255,555.18
ESTIMATED TOTAL W/ TAX	\$255,555.18

Discount Summary

Average Savings Per Year	\$4,682.66
TOTAL SAVINGS	\$23,413.31

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$51,111.02	\$0.00	\$51,111.02
Dec 2025	\$51,111.04	\$0.00	\$51,111.04
Dec 2026	\$51,111.04	\$0.00	\$51,111.04
Dec 2027	\$51,111.04	\$0.00	\$51,111.04
Dec 2028	\$51,111.04	\$0.00	\$51,111.04
Total	\$255,555.18	\$0.00	\$255,555.18

Quote Unbundled Price:	\$278,968.49
Quote List Price:	\$278,968.49
Quote Subtotal:	\$255,555.18

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3			\$64.00	\$63.36	\$190.08	\$0.00	\$190.08
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9			\$132.00	\$130.68	\$1,176.12	\$0.00	\$1,176.12
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9			\$243.31	\$240.88	\$2,167.92	\$0.00	\$2,167.92
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9			\$397.51	\$393.53	\$3,541.77	\$0.00	\$3,541.77
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9			\$685.49	\$678.64	\$6,107.76	\$0.00	\$6,107.76
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9			\$243.31	\$240.88	\$2,167.92	\$0.00	\$2,167.92
50298	AXON INTERVIEW - CAMERA - OVERT DOME	9			\$992.92	\$982.99	\$8,846.91	\$0.00	\$8,846.91
50322	AXON INTERVIEW - TOUCH PANEL PRO	3			\$3,286.23	\$3,253.37	\$9,760.11	\$0.00	\$9,760.11
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,732.50	\$3,465.00	\$0.00	\$3,465.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.65	\$3,918.02	\$0.00	\$3,918.02
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	60		\$1,500.00	\$1,485.00	\$7,425.00	\$0.00	\$7,425.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	60		\$28.21	\$27.93	\$8,378.35	\$0.00	\$8,378.35
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	60		\$111.75	\$110.63	\$119,483.10	\$0.00	\$119,483.10
ProLicense	Pro License Bundle	8	60		\$43.40	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9			\$7,450.00	\$7,375.50	\$66,379.50	\$0.00	\$66,379.50
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	9	49		\$28.74	\$28.45	\$12,547.62	\$0.00	\$12,547.62
Total							\$255,555.18	\$0.00	\$255,555.18

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	1	12/01/2024
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	1	12/01/2024
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	1	12/01/2024
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	1	12/01/2024
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	1	12/01/2024
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	12/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	12/01/2024
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	1	12/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	01/01/2025	12/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	01/01/2025	12/31/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	01/01/2025	12/31/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	01/01/2025	12/31/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2025	12/31/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2025	12/31/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	9	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4712 Maher Ave	Laredo	TX	78041-3856	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,485.00	\$0.00	\$1,485.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$1,675.67	\$0.00	\$1,675.67
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$693.00	\$0.00	\$693.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$783.60	\$0.00	\$783.60
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,896.63	\$0.00	\$23,896.63
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	\$708.35	\$0.00	\$708.35
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	\$1,221.55	\$0.00	\$1,221.55
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	\$1,769.38	\$0.00	\$1,769.38
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$1,952.02	\$0.00	\$1,952.02
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	9	\$2,509.52	\$0.00	\$2,509.52
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$38.02	\$0.00	\$38.02
Year 1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	\$235.22	\$0.00	\$235.22
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9	\$13,275.90	\$0.00	\$13,275.90
Year 1	ProLicense	Pro License Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$51,111.02	\$0.00	\$51,111.02

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,485.00	\$0.00	\$1,485.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$1,675.67	\$0.00	\$1,675.67
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$693.00	\$0.00	\$693.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$783.60	\$0.00	\$783.60
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,896.65	\$0.00	\$23,896.65
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	\$708.35	\$0.00	\$708.35
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	\$1,221.55	\$0.00	\$1,221.55
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	\$1,769.38	\$0.00	\$1,769.38
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$1,952.02	\$0.00	\$1,952.02
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	9	\$2,509.52	\$0.00	\$2,509.52
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$38.02	\$0.00	\$38.02
Year 2	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	\$235.22	\$0.00	\$235.22
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9	\$13,275.90	\$0.00	\$13,275.90
Year 2	ProLicense	Pro License Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$51,111.04	\$0.00	\$51,111.04

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,485.00	\$0.00	\$1,485.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$1,675.67	\$0.00	\$1,675.67
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$693.00	\$0.00	\$693.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$783.60	\$0.00	\$783.60
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,896.65	\$0.00	\$23,896.65
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	\$708.35	\$0.00	\$708.35
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	\$1,221.55	\$0.00	\$1,221.55
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	\$1,769.38	\$0.00	\$1,769.38
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$1,952.02	\$0.00	\$1,952.02
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	9	\$2,509.52	\$0.00	\$2,509.52
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$38.02	\$0.00	\$38.02
Year 3	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	\$235.22	\$0.00	\$235.22
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9	\$13,275.90	\$0.00	\$13,275.90
Year 3	ProLicense	Pro License Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$51,111.04	\$0.00	\$51,111.04

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,485.00	\$0.00	\$1,485.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$1,675.67	\$0.00	\$1,675.67
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$693.00	\$0.00	\$693.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$783.60	\$0.00	\$783.60
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,896.65	\$0.00	\$23,896.65
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	\$708.35	\$0.00	\$708.35
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	\$1,221.55	\$0.00	\$1,221.55
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	\$1,769.38	\$0.00	\$1,769.38
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$1,952.02	\$0.00	\$1,952.02
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	9	\$2,509.52	\$0.00	\$2,509.52
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$38.02	\$0.00	\$38.02
Year 4	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	\$235.22	\$0.00	\$235.22
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9	\$13,275.90	\$0.00	\$13,275.90
Year 4	ProLicense	Pro License Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$51,111.04	\$0.00	\$51,111.04

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,485.00	\$0.00	\$1,485.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$1,675.67	\$0.00	\$1,675.67
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$693.00	\$0.00	\$693.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$783.60	\$0.00	\$783.60
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,896.65	\$0.00	\$23,896.65
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	9	\$708.35	\$0.00	\$708.35
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	9	\$433.58	\$0.00	\$433.58
Year 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	9	\$1,221.55	\$0.00	\$1,221.55
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	9	\$1,769.38	\$0.00	\$1,769.38
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$1,952.02	\$0.00	\$1,952.02

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	9	\$2,509.52	\$0.00	\$2,509.52
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$38.02	\$0.00	\$38.02
Year 5	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	9	\$235.22	\$0.00	\$235.22
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	9	\$13,275.90	\$0.00	\$13,275.90
Year 5	ProLicense	Pro License Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$51,111.04	\$0.00	\$51,111.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/31/2024



City Council

Meeting Date: 8/19/2024

Consent Agenda 32.

SUBJECT

Authorizing the City Manager to ratify the amendment of the City of Laredo FY2024 Full Time Equivalent (FTE) positions by amending the classification of one vacant Police Cadet FTE position to create one Lieutenant FTE position to the existing manpower in the Laredo Police Department. Funding is available in the Police Department's General Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo Police Department recently filled a vacant full-time Lieutenant position from the active promotional list for the rank of Lieutenants. This action was taken in order to reduce the negative impact this crucial vacant position has on daily department operations.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-2366
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Laredo Police Department General Fund.

City Council

Meeting Date: 8/19/2024

Consent Agenda 33.

SUBJECT

Consideration to authorize the purchase contract with Brinc, Seattle, Washington in the amount of \$432,837.00 for the purchase of drone hardware, software, and services. This purchase shall be made using Texas BuyBoard Contract No. 718-23, and will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Authorization is requested to purchase drone equipment, hardware, software, and services from Brinc headquartered in Seattle, Washington.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase is authorized.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Auto Theft Task Force Fund, project ATCC24.



Laredo, TX PD- DFR 4 Responder Stations

Laredo, TX PD

4712 Maher Ave
Laredo, TX 78041
United States

Romy Mutuc

rmutuc@ci.laredo.tx.us
9562361236

Reference: 20240621-112307619

Quote created: June 21, 2024

Quote expires: December 31, 2024

Quote created by: Brad Phillips

Enterprise Account Executive

brad.phillips@brincdrones.com

+15135455664

Comments from Brad Phillips

Please send your purchase order, referencing quote number, along with a tax exempt certificate, if applicable, directly to:

Brad Phillips
+15135455664
brad.phillips@brincdrones.com

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

Texas BuyBoard Contract #718-23

SKU	Item & Description	Quantity & Total	Total
	Laredo Police Department DFR Program Year 1 Hardware Delivery: 4x Responder w/ Station DFR - LiveOps DFR - Inclusive of parachute attachment Up to \$10,000 in COA support Training on all airframes No questions asked repairs/replacements on all airframes. Limit 1x camera replacement per year for Responder. (manufacturer-related camera de- fects will be rectified by BRINC.) Maintenance on Station included.	1 x \$399,996.00 after 25% discount \$299,997.00	\$299,997.00 after 25% discount
ES-L-1	ECHOSHIELD Lease Year 1	3 x \$44,280.00	\$132,840.00

SKU	Item & Description	Quantity & Total	Total
	Laredo Police Department DFR Program Year 2 LiveOps DFR	1 x \$399,996.00 after 25% discount \$299,997.00	\$299,997.00 after 25% discount
	No questions asked repairs/replacements on all airframes. Limit 1x camera replacement per year for Responder. (manufacturer-related camera de- fects will be rectified by BRINC.) Maintenance on Station included.		
ES-L-2	ECHOSHIELD Lease Year 2	3 x \$48,720.00	\$146,160.00
	Laredo Police Department DFR Program Year 3 Hardware refresh for 4x Responder airframes. Refresh of 4x Responder Stations if required for new Responder airframes. LiveOps DFR Training on new airframes	1 x \$399,996.00 after 25% discount \$299,997.00	\$299,997.00 after 25% discount
	No questions asked repairs/replacements on all airframes. Limit 1x camera replacement per year for Responder. (manufacturer-related camera de- fects will be rectified by BRINC.) Maintenance on Station included.		
ES-L-3	ECHOSHIELD Lease Year 3	3 x \$53,640.00	\$160,920.00
	Laredo Police Department DFR Program Year 4 LiveOps DFR	1 x \$399,996.00 after 25% discount \$299,997.00	\$299,997.00 after 25% discount
	No questions asked repairs/replacements on all airframes. Limit 1x camera replacement per year for Responder. (manufacturer-related camera de- fects will be rectified by BRINC.) Maintenance on Station included.		

SKU	Item & Description	Quantity & Total	Total
ES-L-4	ECHOSHIELD Lease Year 4	3 x \$53,640.00	\$160,920.00
	Laredo Police Department DFR Program Year 5 Hardware refresh for 4x Responder airframes. Refresh of 4x Responder Stations if required for new Responder airframes. LiveOps DFR Training on new airframes No questions asked repairs/replacements on all airframes. Limit 1x camera replacement per year for Responder. (manufacturer-related camera de- fects will be rectified by BRINC.) Maintenance on Station included.	1 x \$399,996.00 after 25% discount \$299,997.00	\$299,997.00 after 25% discount
ES-L-5	ECHOSHIELD Lease Year 5	3 x \$53,640.00	\$160,920.00
		One-time subtotal	\$2,261,745.00 after \$499,995.00 discount
		Total	\$2,261,745.00
		Total contract value	\$2,261,745.00

Purchase Terms and Bundle Details

This quote is governed by the terms and conditions found in the Brinc Master Services Agreement

Payment Terms: Net 30.

Forms of payment accepted include ACH and wire transfer. VISA, Mastercard, and American Express are accepted on orders less than \$3,000.

Signature

Signature

Date

Printed name

Payment Schedule

Name	Due date	Amount
Year 1	Upon receipt	\$432,837.00
Year 2	Start of Year 2	\$446,157.00
Year 3	Start of Year 3	\$460,917.00
Year 4	Start of Year 4	\$460,917.00
Year 5	Start of Year 5	\$460,917.00

Questions? Contact me



Brad Phillips
Enterprise Account Executive
brad.phillips@brincdrones.com
+15135455664

BRINC
1055 N. 38th St.
Seattle, WA 98103
United States

City Council

Meeting Date: 8/19/2024

Consent Agenda 34.

SUBJECT

Consideration to authorize the purchase contract with the sole source provider, LEAaid, Spring Hope, NC, in the amount of \$245,356.69 for the purchase of a mobile surveillance vehicle and a mobile investigation unit. This purchase will be funded by the FY24 SB224 Catalytic Converter Grant. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Authorization is requested to purchase a mobile surveillance vehicle and a mobile investigation unit for the Laredo Police Department. LEAaid Acquisition Company, headquartered in Spring Hope, NC is the sole source manufacturer of All Live Link and aidVISION video/DVR related products. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

Sales Quote 1085: \$ 86,660.00

Sales Quote 1135: \$158,696.69

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding for the purchase of this surveillance vehicle is available in the Auto Theft Task Force Fund, project ATCC24.

LEAID ACQUISITION COMPANY

PO Box 26688
 Raleigh, NC 27611
 (800) 354-9669
 sales@leacorp.com
 www.leacorp.com



Sales Order

ADDRESS
 Sgt. Solis
 Laredo Police Dept
 109 Shiloh Drive
 Laredo, TX 78045

SHIP TO
 Sgt. Solis
 Laredo Police Dept
 109 Shiloh Drive
 Laredo, TX 78045

SALES ORDER 1135
 DATE 07/11/2024

ITEM NO		QTY	AMOUNT	TOTAL
89910H	89910H Surveillance Vehicle-High End	1	144,923.47	144,923.47
90380	Live Link Kit-Vehicle Live Link Kit-Vehicle	1	6,058.68	6,058.68
88300K	88300K Live Link Encoder w/ Vehicle Installation	1	5,714.54	5,714.54
	Shipping Shipping Cost	1	2,000.00	2,000.00
	Comment GSA Contract No: 47QSWA18D0096	1	0.00	0.00

Deposit required.
 Complete conversion including chassis acquisition. Install A/C,
 cameras, monitors, lithium batteries, inverter/charger,
 insulation, sound deadening, window coverings, Live Link
 data compression and remote view/control

SUBTOTAL	158,696.69
TAX	0.00
TOTAL	\$158,696.69

Accepted By

Accepted Date

LEA AID ACQUISITION COMPANY

PO Box 26688
 Raleigh, NC 27611
 (800) 354-9669
 sales@leacorp.com
 www.leacorp.com



Sales Order

ADDRESS

Lisa Ruiz
 Laredo Police Dept
 109 Shiloh Drive
 Laredo, TX 78045

SHIP TO

Homar Solis
 Laredo Police Dept
 1800 Sandman St
 Laredo, TX 78041

SALES ORDER1085

DATE 04/10/2024

ITEM NO		QTY	AMOUNT	TOTAL
90330IP-4	Live Link 4 CHL Mobile Unit Live Link 4 Channel	1	12,995.00	12,995.00
MISC	MISC Miniature Covert IP Cameras	4	495.00	1,980.00
99240	Birddog Tracker Birddog GPS Tracker w/ Kill Switch	1	1,595.00	1,595.00
MISC	MISC Ford F-150 Truck XL	1	58,000.00	58,000.00
MISC	MISC Installation of 4 cameras, live link system, truck bed toolbox, hardwire tracker	1	9,495.00	9,495.00
	Comment GSA Contract No: 47QSWA18D0096	1	0.00	0.00

Includes: LL video encoder w/ data compression, 1TB Remotely Accessible Storage, Lithium Polymer batteries, 4G Sierra Wireless Modem, Viewing Software and Apps, Unlimited Viewers,

Deposit due ARO

SUBTOTAL	84,065.00
TAX	0.00
SHIPPING	2,595.00
TOTAL	\$86,660.00

Accepted By

Accepted Date

August 5, 2024



Ms. Laura Ortiz
Laredo Police Dept

Ms. Ortiz:

This letter is for the purpose of stating that LEA AID Acquisition Company is the manufacturer and/or the sole distributor of the following equipment:

All Live Link and aidVISION video/DVR related products. We're the only company utilizing Live Link low bandwidth encoders in surveillance vehicles and covert enclosures. The Live Link encoders contain data compression technology that none of our competitors utilize.

All of our covert surveillance items are law enforcement grade, which means it can withstand the rigors of the job. Our equipment also comes with at least one year warranty. We service all of our equipment and offer customer support in the use of our equipment as well. This specific equipment can only be purchased through LEA AID and is not available through any other company.

If you have any questions, please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink, appearing to read 'Paul Briggs'.

Paul Briggs/Owner
LEA AID Acquisition Company
PO Box 26688
Raleigh, NC 27611
(800) 354-9669 (Phone)
(844) 201-2109 (Fax)

City Council

Meeting Date: 8/19/2024

Consent Agenda 35.

SUBJECT

Motion to approve tax roll adjustments for the month of July 2024. The amounts adjusted represent an increase of \$54,009.86 for prior year taxes and an increase of \$20,781.14 for current year taxes. The aggregate adjustment represents an increase of \$74,791. These adjustments are determined 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

Not Applicable.

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 July 2024, tax revenues increased by \$74,791 in General Fund.

TAX ADJUSTMENT LISTING
 7/01/24 - 7/31/24
 BY TRANSACTION DATE
 RECAP TOTALS BY YEAR/ROLL/PERIOD

All account types
 All roll codes

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
19 R 1	.00	.00	.00	107.78-	107.78	.00	107.78	410.61-
19 TOTALS	.00	.00	.00	107.78-	107.78	.00	107.78	410.61-
20 R 1	.00	.00	.00	107.78-	107.78	.00	107.78	107.78-
20 TOTALS	.00	.00	.00	107.78-	107.78	.00	107.78	107.78-
21 R 1	25937.23	.00	.00	172.32-	172.32	.00	228.59	452.97-
21 TOTALS	25937.23	.00	.00	172.32-	172.32	.00	228.59	452.97-
22 R 1	37016.92	.00	.00	8556.41-	8917.07	.00	9088.07	9406.68-
22 TOTALS	37016.92	.00	.00	8556.41-	8917.07	.00	9088.07	9406.68-
23 R 1	40020.47	820.95	3101.93	19239.33-	19345.32	.00	39964.47	39118.65-
23 TOTALS	40020.47	820.95	3101.93	19239.33-	19345.32	.00	39964.47	39118.65-
TOTALS	102974.62	820.95	3101.93	28183.62-	28650.27	.00	49496.69	49496.69-

Tax Adjustments July 2024

	Prior Years Tax Year 2022 and Prior	Current Year Tax Year 2023	Total
+BASE	62,954.15	\$ 40,020.47	\$ 102,974.62
-BASE	(8,944.29)	\$ (19,239.33)	\$ (28,183.62)
Total	54,009.86	20,781.14	\$ 74,791.00

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	1851,286,217.77					
- BASE TAX PAID	1843,529,860.65	1,095,178.37	99,794.38	25,003.38-	74,791.00	1851,361,008.77
- BASE PAID FROM DEFERRED			903.07	28,265.22-	27,362.15-	1844,597,676.87
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	7,753,623.09					6,760,597.87

- CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						

OTHER PAID:						
PENALTY	26,773,126.16	76,197.77	464.41-	852.80-	1,317.21-	26,848,006.72
INTEREST	11,056,888.23	62,193.27	36.21	36.02	72.23	11,119,153.73
COLLECTION FEE	14,502,263.28	92,354.15	137.59-	2.18	135.41-	14,594,482.02
DISCOUNT						
UNAPPLIED	207,448.59	42,635.13	2,119.34-	1,711.27-	3,830.61-	246,253.11
DEFERRED						
TOTAL PAID	1896,069,586.91	1,368,558.69	1,782.06-	30,791.09-	32,573.15-	1897,405,572.45

City Council

Meeting Date: 8/19/2024

Resolution 36.

SUBJECT

A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the granting and conveyance of a 20-foot wide utility and access easement and a 30-foot wide temporary construction easement for a gravity sewer pipeline from United Independent School District (UISD) being a tract of land of 26,981 square feet of land more or less, situated in Porcion 30, Abstract 469, Cordova Moreno original grantee and Porcion 31, Abstract 3116, Jose Trevino, original grantee, within the City Limits of Laredo and Webb County out and part of the UISD Student Activity Complex/Education Support Center Plat, as recorded in Volume 21, Page 43-44 Webb County Official Records same being out Volume 3233, Page 632-638 Webb County Official Public Records as conveyed to United Independent School District.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Utility Department requires this easement to allow the ability to serve, access, maintain and/or repair a proposed 8-inch and 12-inch gravity sanitary sewer pipeline and eliminating an existing lift station. Attached are the UISD easement dedication document, the easement exhibits with metes and bound descriptions for the permanent and temporary construction easements.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of 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:

Intangible estimated value of \$57,081.02 will be accounted in the General Fixed Assets System.

RESOLUTION NO. 2024-R0XX

ACCEPTING THE CONVEYANCE OF A PERMANENT TWENTY (20) FOOT WIDE UTILITY EASEMENT AND THIRTY (30) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT FROM UNITED INDEPENDENT SCHOOL DISTRICT (UISD) STUDENT ACTIVITY COMPLEX/EDUCATION SUPPORT CENTER PLAT AS RECORDED IN VOLUME 21, PAGES 43-44, W.C.P.R. AND UISD 33.64 ACRE TRACT AND RECORDED IN VOLUME 3233, PAGES 632-638 W.C.D.R., CITY OF LAREDO, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY THE ATTACHMENT EXHIBIT “A” AND “B” ATTACHED HERETO AND MADE PART OF, PROVIDING FOR AN EFFECTIVE DATE. EASEMENT HAS AN INTANGIBLE VALUE ESTIMATED AT \$56,854.51

WHEREAS, the City of Laredo is requesting said easement from UISD for the construction of a eight (8) and twelve (12) inch wastewater line needed in order to eliminate Gonzalez Middle Lift Station, and

WHEREAS, the UISD is the property owner wherein the requested services and easement is needed, and

WHEREAS, the Temporary Construction Easement for the installation of the eight (8) and twelve (12) inch wastewater line will provide access and use of the area to facilitate construction activities via temporary property during the construction time, and

WHEREAS, the grantee shall have the right to remove all trees, undergrowth, and other obstruction which may be located within the utility easement that may injure endanger, or interfere with the construction, operations, maintenance and repair of said wastewater line, and

WHEREAS, Grantee shall have the right to use and occupy the Temporary Easement during the construction and installation of the Temporary and Permanent Improvements. Such Temporary Easement shall expire automatically without further notice or action after the completion and final inspection of the Temporary and Permanent Improvements.

WHEREAS, There are no liens, attachments, or other encumbrances which will affect the right of Grantor to convey this easement to Grantee for the purposes described herein.

WHEREAS, Neither Grantee nor Grantee’s successors or assigns shall have, claim, or demand any right or title to with respect to the herein conveyed temporary easement, or any part of it, except as expressly provided herein.

WHEREAS, it is in the best interest of the City of Laredo to accept the easement from UISD as described in the attached Exhibit A and B.

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

Section 1. It authorizes the City Manager to accept a twenty (20) foot wide permanent utility

easement and thirty (30) foot wide temporary construction easement from Killam Ranch Properties, Ltd., recorded in Volume 1385 Pages 300-301, deed records Webb County, Texas; particularly described in the attached Exhibit "A" and "B"

Section 2. This Resolution 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 I. Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: _____
Joaquin A. Rodriguez
ASSISTANT CITY ATTORNEY

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.

SANITARY SEWER EASEMENT

**THE STATE OF TEXAS
COUNTY OF WEBB**

§
§ **KNOWN ALL MEN BY THESE PREMISES**
§

That **UNITED INDEPENDENT SCHOOL DISTRICT**, (“Grantor”), whose address is 201 Lindenwood, Laredo Texas 78045, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF LAREDO, TEXAS**, (“GRANTEE”) a Texas home rule municipality whose mailing address is 1110 Houston St., P.O. Box 579, Laredo, Webb County, Texas 78042, the receipt and sufficiency of which consideration is hereby fully acknowledged and confessed, has DEDICATED, GRANTED, SOLD, CONVEYED and by these presents does DEDICATE, GRANT, SELL, AND CONVEY unto Grantee a perpetual permanent easement and right of way for sewer access purposes, together with the right to , reconstruct, repair, and perpetually maintain and operate a sanitary sewer main together with all necessary laterals and appurtenant facilities in, , under and across the following tract of land in Webb County Texas as set forth herein to wit:

A tract of land containing 0.6194 acres, more or less, situated in Porcion 30, Abstract 469, Cordova Moreno, Original Grantee, and Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the UISD Student Activity Complex/Education Support Center Plat, recorded in Volume 21, Pages 43-44, Webb County Plat Records and the UISD 33.64 Acre Tract, recorded in Volume 3233, Pages 632-638, Webb County Deed Records and being more particularly described by metes and bounds on Exhibit B attached hereto, and shown on the survey attached here to as Exhibit A.

The Grantee herein, its successor and assigns, shall have, and it is hereby granted, the right of ingress and egress over the area identified as Access Area of the Easement Property on Exhibit A, as is reasonably necessary to and for the limited purpose of accessing, constructing, and maintaining the Temporary and Permanent Improvements within the Sanitary Sewer Area set forth on Exhibit B. Exhibits A and B are within the Sanitary Sewer Easement. The use by Grantee of the Access Area set forth in Exhibit A, shall be limited to ingress and egress necessary to reconstruct, repair and perpetually maintain and operate a sanitary sewer line in the Sanitary Sewer Area set forth in Exhibit B. The right of ingress and egress over the access area of the Easement Property described on Exhibit B shall be non-exclusive and Grantee shall not interfere with the use of such are by the Grantor or any of the Grantor’s agents, representatives, assignees, transferees, licensees, or invitees.

The use by Grantee of the Sanitary Sewer Area set forth in Exhibit B shall be limited to the non-exclusive use of such area for ingress and egress necessary to reconstruct, repair, and perpetually maintain and operate a sanitary sewer main together with all necessary laterals and appurtenant facilities. The use by Grantee of the Sanitary Sewer Area shall be non-exclusive and shall not interfere with the Grantor or its agents, representatives, invitees, or licensees.

This conveyance, however, is made and accepted subject to any and all validity existing encumbrances, easements, mineral leases, conditions, and restrictions, relating to the herein above-described property as now reflected by the Official Property Records of Webb County, Texas and subject to the outcome of Cause Number 2023 CVG000151D2.

1. Indemnification and Agreement to Hold Harmless: To the extent authorized by the laws of the State of Texas and Texas Constitution, the Grantee (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the Grantor and its officials, employees and agents (the "Indemnified Party") against any and all claims, losses, or damages, expenses and other liabilities, including without limitation reasonable attorneys' fees, arising from any claim by the employees, agents, representatives, licensees, invitees, contractors or subcontractors of the Grantee pertaining to any property, personal injury or death claim and any third party claims, to the extent pertaining to a third party claim for physical damage to property or physical injury or death to any person, resulting from or arising out of (i) the use of the Sanitary Sewer Easement by the Grantee or any improvements thereon, or its grantees, assignees, employees, agents, representatives, lessees, contractors, subcontractors, invitees or licensees (ii) any negligent act or negligent failure to act or willful misconduct on the part of the Grantee or anyone else engaged in doing work for the Grantee such as representatives, agents, assignees, transferees, contractors, subcontractors, invitees or licensees, (iii) any breach of this Agreement by the Grantee or its representatives, agents, contractors, subcontractors, invitees or licensees. The Grantee shall defend, in good faith and at its own expense, any claim or demand against the Grantor as set forth herein and as prescribed by Texas law.
2. This Sanitary Sewer Easement shall not be assignable without the consent of the Grantor, which the Grantor may withhold without cause and in its sole discretion.
3. Insurance: Grantee shall ensure that all agents, representatives, contractors, subcontractors, licensees, and invitees shall procure and provide at their sole cost and expense insurance for general liability coverage in amounts not less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, insuring against any and all liability to the extent obtainable for property damage, bodily injury or death occasioned by or arising out of or in connection with the use of the Sanitary Sewer Easement by Grantee or any improvements thereon, or its employees, agents, contractors, subcontractors, licensees or invitees. In addition, the Grantee shall ensure that its agents, representatives, contractors, subcontractors, invitees and licensees will maintain or cause to be maintained during periods in which Grantee, its employees, officers, owners, agents, contractors, subcontractors, licensees and invitees are utilizing the Sanitary Sewer Easement, have (i) comprehensive automobile liability insurance to the extent applicable with bodily injury and property damage covering vehicles owned, hired, or non-owned as

required by Grantor; (ii) workers' compensation and employer's liability insurance insuring against and satisfying the insured's obligations and liabilities under the workers compensation laws of the State of Texas; and (iii) an excess/umbrella liability policy of at least \$10,000,000.00. The insurance dollar limits provided above shall be increased by ten percent (10%) on every fifth (5th) anniversary date of this Agreement and shall at all times be sufficient to qualify for the limitation of liability provided under the Texas Property Code.

The Grantee shall ensure that its employees, assignees, transferees, grantees, agents, representatives, contractors, subcontractors, invitees, and licensees do not leave the Sanitary Sewer Easement and travel on any of the adjoining real property of Grantor and that they follow all safety and notice protocols of Grantor and all regulations of Grantor. Any person traveling on any of the adjoining real property or violating any of the safety protocols, the notice protocols or regulations of Grantor may be denied entry upon the Sanitary Sewer Easement by Grantor.

The Grantor may move the location of the section of the Easement Property within the SAC Plat as long as the Grantee continues to have reasonable access to the improvements located outside of the SAC Plat as reflected in Exhibit B.

TO HAVE AND TO HOLD the above-described property for said drainage easement, utility and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby binds itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this ____ day of _____, 2024.

Grantor: United Independent School
District

By: _____
Ramiro Veliz, III
President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF WEBB

§

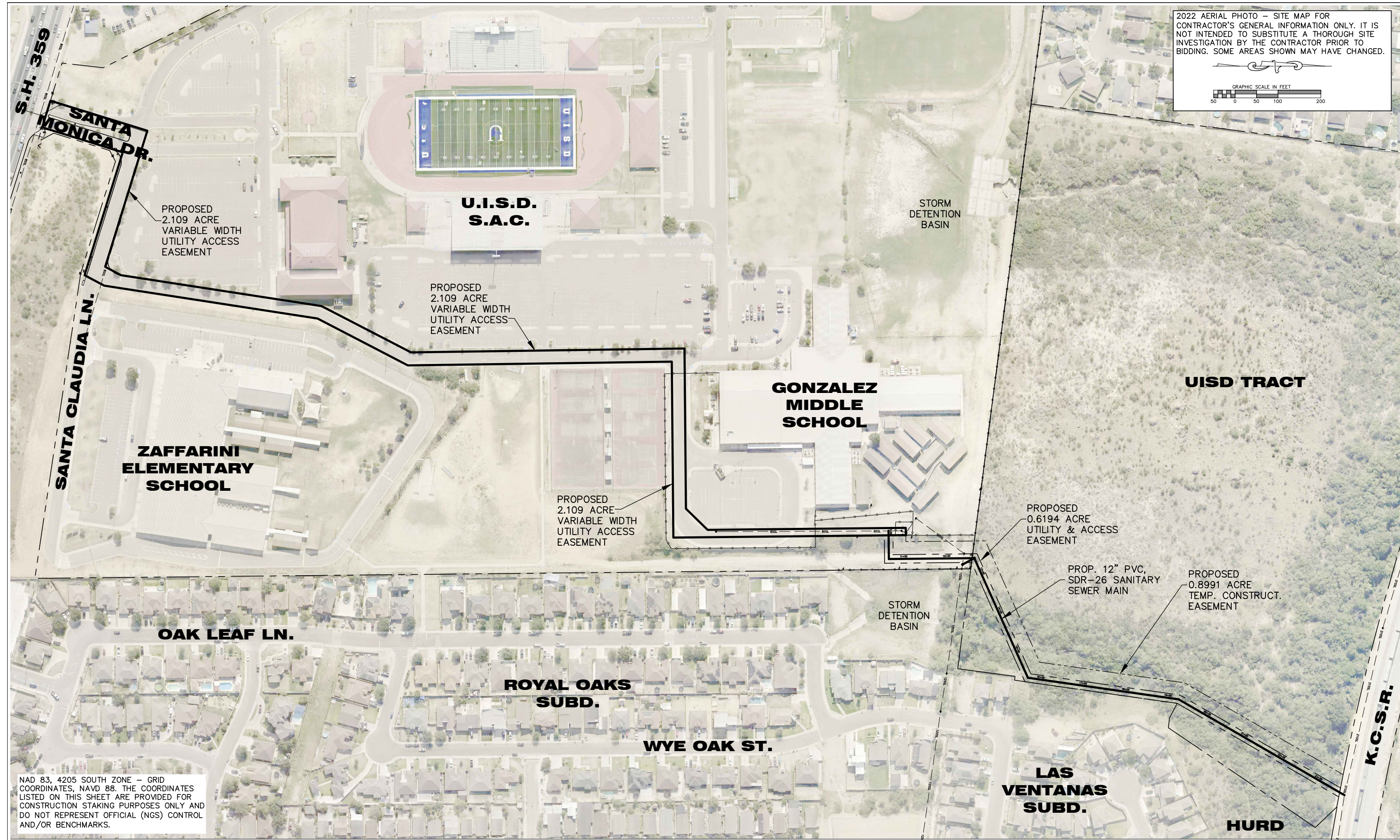
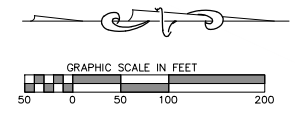
§

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Ramiro Veliz, III, President of the Board of Trustees.

[Seal]

Notary Public, State of Texas
My commission expires: _____

2022 AERIAL PHOTO - SITE MAP FOR CONTRACTOR'S GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO SUBSTITUTE A THOROUGH SITE INVESTIGATION BY THE CONTRACTOR PRIOR TO BIDDING. SOME AREAS SHOWN MAY HAVE CHANGED.



NAD 83, 4205 SOUTH ZONE - GRID COORDINATES, NAVD 88. THE COORDINATES LISTED ON THIS SHEET ARE PROVIDED FOR CONSTRUCTION STAKING PURPOSES ONLY AND DO NOT REPRESENT OFFICIAL (NGS) CONTROL AND/OR BENCHMARKS.

DATE : 10/23/2023	DRAWN : D.M.	HORIZONTAL SCALE: 1"= 50' (FULL 24"x36")	<p>PORRAS NANCE ENGINEERING</p> <p>304 E. CALTON RD. LAREDO, TEXAS 78041 TBPE F-6205 TBPLS F-101888 OFFICE (956) 724-3097 www.porrasnance.com</p>	PROJECT:	<p>PRELIMINARY PLANS THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER THE AUTHORITY OF WAYNE NANCE, P.E. # 87006 ON 02/15/24. IT SHALL NOT BE USED FOR BIDDING, CONSTRUCTION, OR ANY OTHER PURPOSE.</p>	PLAN OF:	<p>SHEET</p> <p>U.I.S.D. S.A.C. UTILITY ACCESS EASEMENT EXHIBIT</p> <p>525</p>
REVISIONS :	CHECKED : W.N./T.P.N.	VERTICAL SCALE : 1"= 5' (FULL 24"x36")		GONZALEZ LIFT STATION 8"/12" GRAVITY BYPASS			
	APPROVED : R.B./W.N.	This document is the property of PORRAS NANCE ENGINEERING and may not be reproduced, modified, or used in any way without the written permission of PORRAS NANCE ENGINEERING					

2.1092 ACCESS EASEMENT

being out and part of

**UISD Student Activity Complex/Education Support Center Plat
Recorded in Volume 21, Pages 43-44, Webb County Plat Records and**

Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 2.1092 acres, more or less, situated in Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the UISD Student Activity Complex/Education Support Center Plat, recorded in Volume 21, Pages 43-44, Webb County Plat Records; this tract being more particularly described by metes and bounds as follows:

COMMENCING from a ½" iron rod found on the northerly right-of-way line of State Highway 359 at the southeasterly clip corner with its intersection with Santa Monica Drive for a southeasterly clip corner of said UISD Plat, **THENCE** N 72°45'49" W, 34.96 Feet along said northerly right-of-way of State Highway 359 to the southeast corner of the herein described tract and **POINT OF BEGINNING**;

THENCE North 72°45'49" West, 65.00 Feet, continuing along said northerly right-of-way of State Highway 359 to the southwest corner of the herein described tract;

THENCE along the westerly boundary line of the herein described tract as follows:

North 17°14'11" East, 236.78 Feet, to an exterior deflection corner to the right;

South 72°45'49" East, 332.06 Feet, to an interior deflection corner to the left;

North 28°02'31" East, 42.09 Feet, to an interior deflection corner to the left;

North 08°44'12" East, 473.13 Feet, to an exterior deflection corner to the right;

North 27°25'16" East, 234.91 Feet, to an interior deflection corner to the left;

North 00°48'34" West, 638.23 Feet, to an exterior deflection corner to the right;

North 89°29'13" East, 373.56 Feet, to an interior deflection corner to the left;

North 44°27'12" East, 70.67 Feet, to an interior deflection corner to the left;

North 00°34'49" West, 462.15 Feet, to the northwest corner of this tract;

THENCE North 89°25'11" East, 17.00 Feet, to the northeast corner of the herein described tract;

THENCE along the easterly boundary line of the herein described tract as follows:

South 00°34'49" East, 542.17 Feet, to an exterior deflection corner to the right;

South 89°29'13" West, 410.44 Feet, to an interior deflection corner to the left;

South 00°48'34" East, 615.62 Feet, to an exterior deflection corner to the right;

South 27°25'16" West, 237.51 Feet, to an interior deflection corner to the left;

South 08°44'12" West, 503.54 Feet, to an exterior deflection corner to the right;

South 28°02'31" West, 51.73 Feet, to an exterior deflection corner to the right;

North 72°45'49" West, 300.16 Feet, to an interior deflection corner to the left;

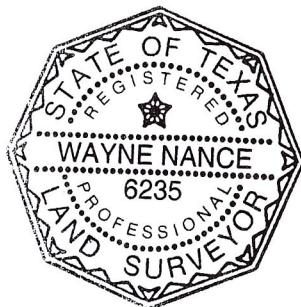
South 17°14'11" West, 196.78 Feet, to the southeast corner of this herein described tract and the **POINT OF BEGINNING**.

Basis of Bearings:

GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.

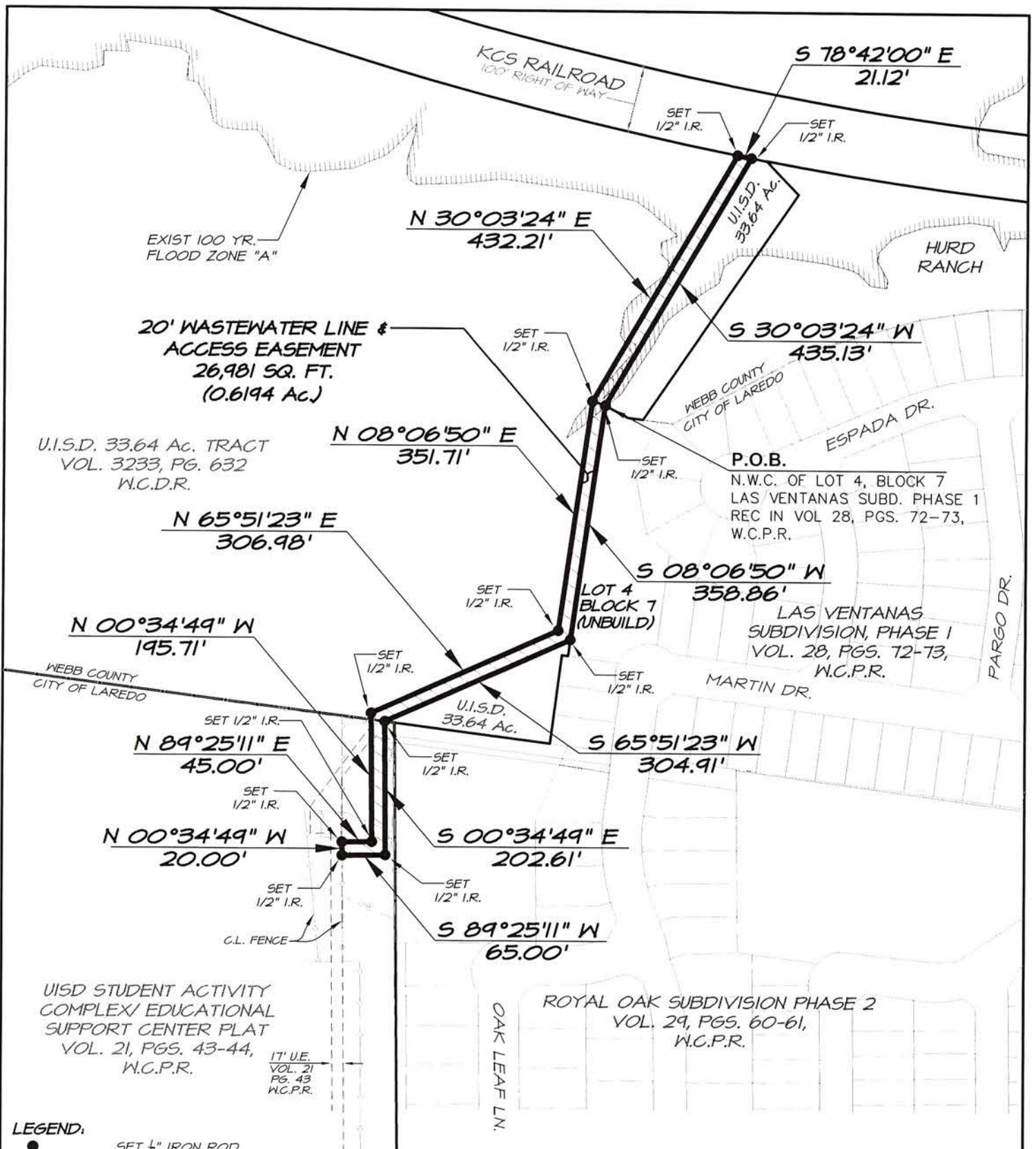
Witness my Hand and Seal



5.8.24

A handwritten signature in blue ink, appearing to read "Wayne Nance", written over a horizontal line.

Wayne Nance, R.P.L.S.



LEGEND:

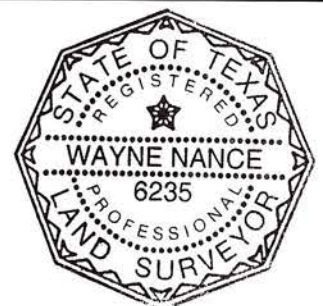
- SET 1/2" IRON ROD
- ⊙ FOUND 1/2" IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- W.C.D.R. WEBB COUNTY DEED RECORDS
- W.C.P.R. WEBB COUNTY PLAT RECORDS
- C.L. FENCE CHAIN LINK FENCE
- OHE OVERHEAD ELECTRIC LINES

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. A PORTION OF THIS PROPERTY IS LOCATED IN ZONE "A" WHICH IS WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C 1220C, DATED: APRIL 2, 2008. & LOMR CASE 12-06-3255P EFF 10/17/13.

BASIS OF BEARINGS, DISTANCES & COORDINATES:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

DATE: 11/08/2023 SCALE: 1"=200'



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 17TH DAY OF NOVEMBER, 2023

Wayne Nance
WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A:
20' WASTEWATER LINE & ACCESS EASEMENT,
OUT OF UISD STUDENT ACTIVITY COMPLEX/
EDUCATION SUPPORT CENTER PLAT
REC. IN VOL. 21, PGS. 43-44, W.C.P.R. AND
UISD 33.64 ACRE TRACT
REC. IN VOL. 3233, PGS. 632-638, W.C.D.R.
CITY OF LAREDO & WEBB COUNTY, TEXAS



**PORRAS NANCE
ENGINEERING**

304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-1018800
OFFICE (956) 724-3097
www.porrasnace.com

20' WASTEWATER LINE & ACCESS EASEMENT

being out and part of

UISD Student Activity Complex/Education Support Center Plat

Recorded in Volume 21, Pages 43-44, Webb County Plat Records and

UISD 33.64 Acre Tract

Recorded in Volume 3233, Pages 632-638, Webb County Deed Records

Within the limits of the

City of Laredo and Webb County, Texas

Survey Date: November 8, 2023

Being a tract of land found to contain 0.6194 acres, more or less, situated in Porcion 30, Abstract 469, Cordova Moreno, Original Grantee, and Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the UISD Student Activity Complex/Education Support Center Plat, recorded in Volume 21, Pages 43-44, Webb County Plat Records and the UISD 33.64 Acre Tract, recorded in Volume 3233, Pages 632-638, Webb County Deed Records; this tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set for the northwest corner of Lot 4, Block 7, Las Ventanas Subdivision, Phase 1, recorded in Volume 28, Pages 72-73, Webb County Plat Records, for an interior corner in the easterly boundary of the herein described tract and **POINT OF BEGINNING**;

THENCE South 08°06'50" West, 358.86 Feet, along westerly boundary of said Lot 4, Block 7, to a ½" iron rod set for an exterior deflection corner to the right of this tract;

THENCE along the southeasterly boundary of the herein described tract as follows:

South 65°51'23" West, at 304.65 Feet passing the common boundary line of said UISD Student Activity Center Plat and said UISD 33.64 Acre Tract, continuing for a total distance of 304.91 Feet to a ½" iron rod set for an interior deflection corner to the left;

South 00°34'49" East, 202.61 Feet to a ½" iron rod set for the most southerly southeast corner of this tract;

THENCE South 89°25'11" West, 65.00 Feet, to a ½" iron rod set in the easterly line of a 17' Utility Easement in said UISD Student Activity Center Plat for the southwest corner of this tract;

THENCE along the westerly boundary of the herein described tract as follows:

North 00°34'49" West, 20.00 Feet along said easterly utility easement line to a ½" iron rod set for a point of deflection to the right;

North 89°25'11" East, 45.00 Feet to a ½" iron rod set for an interior deflection corner to the left;

North 00°34'49" West, at 185.56 Feet passing the common boundary line of said UISD Student Activity Center Plat and said UISD 33.64 Acre Tract, continuing for a total distance of 195.71 Feet to a ½" iron rod set for an exterior deflection corner to the right;

North 65°51'23" East, 306.98 Feet to a ½" iron rod set for an interior deflection corner to the left;

North 08°06'50" East, 351.71 Feet to a ½" iron rod set for an exterior deflection corner to the right;

North 30°03'24" East, 432.21 Feet to a ½" iron rod set on the northerly boundary line of said UISD 33.64 Acre Tract for the northwest corner of this tract;

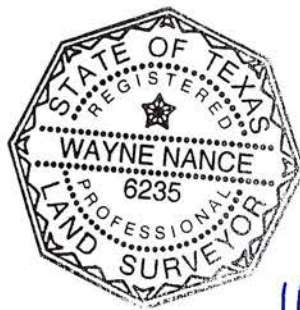
THENCE South 78°42'00" East, 21.12 Feet, along said northerly boundary line of the UISD 33.64 Acre Tract to a ½" iron rod set for the northeast corner of this tract;

THENCE South 30°03'24" West, 435.13 Feet, to a ½" iron rod set for the northwest corner of said Lot 4, Block 7, an interior corner in the easterly boundary of the herein described tract and the **POINT OF BEGINNING**.

Basis of Bearings:

GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.

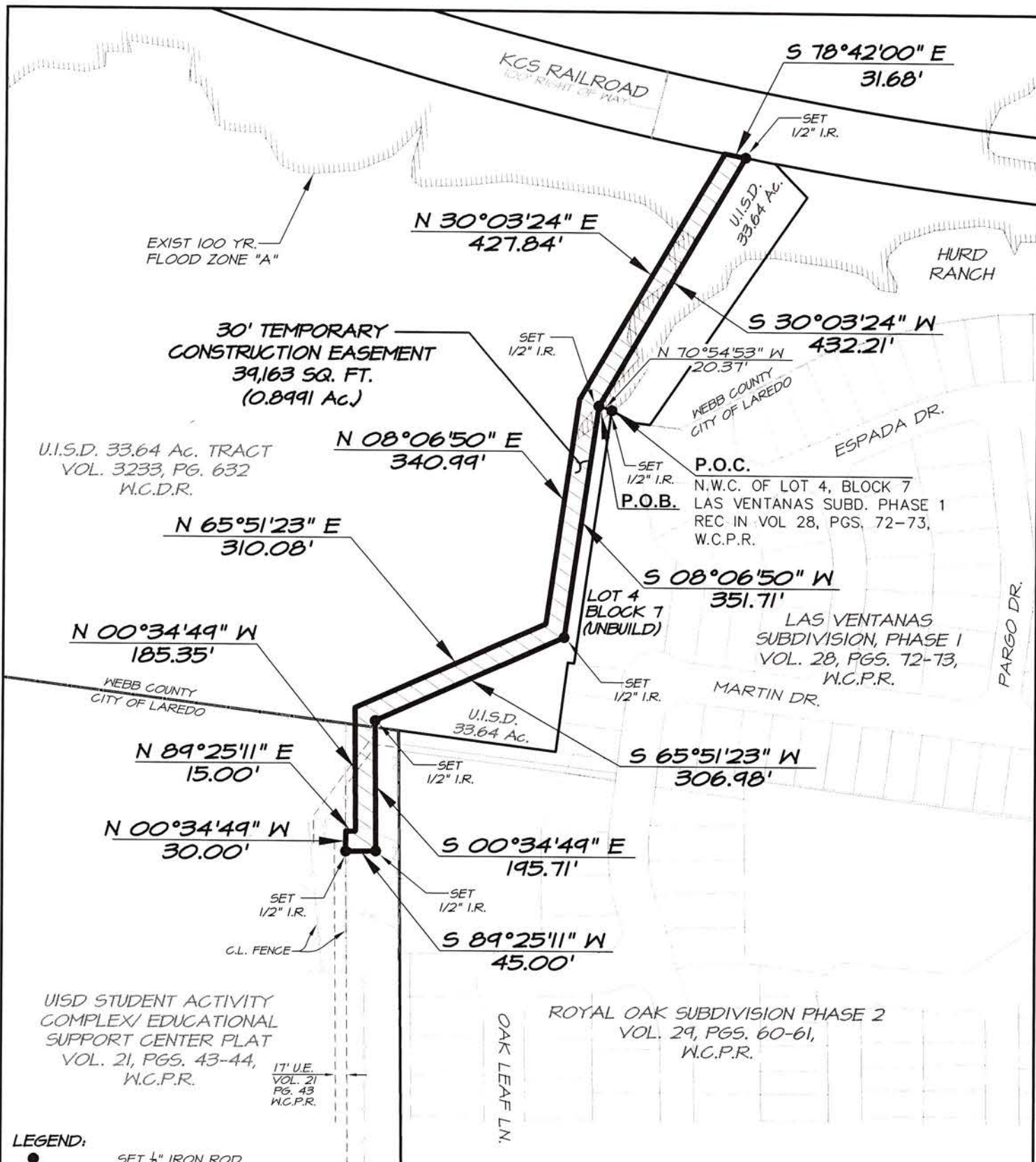


Witness my Hand and Seal



Wayne Nance, R.P.L.S.

11.17.23

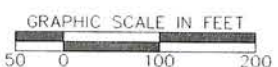


- LEGEND:**
- SET 1/2" IRON ROD
 - ⊙ FOUND 1/2" IRON ROD
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - W.C.D.R. WEBB COUNTY DEED RECORDS
 - W.C.P.R. WEBB COUNTY PLAT RECORDS
 - C.L. FENCE CHAIN LINK FENCE
 - OHE OVERHEAD ELECTRIC LINES

NOTES:
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 GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

DATE: 11/08/2023 SCALE: 1"=200'



SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 17th DAY OF NOVEMBER, 2023

Wayne Nance
 WAYNE NANCE, P.L.S.
 TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A:
 30' TEMPORARY CONSTRUCTION EASEMENT,
 OUT OF UISD STUDENT ACTIVITY COMPLEX/
 EDUCATION SUPPORT CENTER PLAT
 REC. IN VOL. 21, PGS. 43-44, W.C.P.R. AND
 UISD 33.64 ACRE TRACT
 REC. IN VOL. 3233, PGS. 632-638, W.C.D.R.
 CITY OF LAREDO & WEBB COUNTY, TEXAS

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30' TEMPORARY CONSTRUCTION EASEMENT

being out and part of
UISD Student Activity Complex/Education Support Center Plat
Recorded in Volume 21, Pages 43-44, Webb County Plat Records and
UISD 33.64 Acre Tract
Recorded in Volume 3233, Pages 632-638, Webb County Deed Records
Within the limits of the
City of Laredo and Webb County, Texas
Survey Date: November 8, 2023

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COMMENCING from a ½" iron rod set for the northwest corner of Lot 4, Block 7, Las Ventanas Subdivision, Phase 1, recorded in Volume 28, Pages 72-73, Webb County Plat Records, **THENCE** N 70°54'53" W, 20.37 Feet to a ½" iron rod set for an interior corner in the easterly boundary of the herein described tract and **POINT OF BEGINNING**;

THENCE South 08°06'50" West, 351.71 Feet, to a ½" iron rod set for an exterior deflection corner to the right of this tract;

THENCE along the southeasterly boundary of the herein described tract as follows:

South 65°51'23" West, 306.98 Feet, to a ½" iron rod set for an interior deflection corner to the left;

South 00°34'49" East, at 10.15 Feet passing the common boundary line of said UISD Student Activity Center Plat and said UISD 33.64 Acre Tract, continuing for a total distance of 195.71 Feet to a ½" iron rod set for the most southerly southeast corner of this tract;

THENCE South 89°25'11" West, 45.00 Feet, to a ½" iron rod set in the easterly line of a 17' Utility Easement in said UISD Student Activity Center Plat for the southwest corner of this tract;

THENCE along the westerly boundary of the herein described tract as follows:

North 00°34'49" West, 30.00 Feet along said easterly utility easement line to a deflection to the right;

North 89°25'11" East, 15.00 Feet to a an interior deflection corner to the left;

North 00°34'49" West, at 159.76 Feet passing the common boundary line of said UISD Student Activity Center Plat and said UISD 33.64 Acre Tract, continuing for a total distance of 185.35 Feet to an exterior deflection corner to the right;

North 65°51'23" East, 310.08 Feet to an interior deflection corner to the left;

North 08°06'50" East, 340.99 Feet to an exterior deflection corner to the right;

North 30°03'24" East, 427.84 Feet to a point on the northerly boundary line of said UISD 33.64 Acre Tract for the northwest corner of this tract;

THENCE South 78°42'00" East, 31.68 Feet, along said northerly boundary line of the UISD 33.64 Acre Tract to a ½" iron rod set for the northeast corner of this tract;

THENCE South 30°03'24" West, 432.21 Feet, to a ½" iron rod set for an interior corner in the easterly boundary of the herein described tract and the **POINT OF BEGINNING**.

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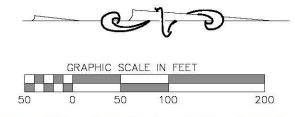




Wayne Nance, R.P.L.S.

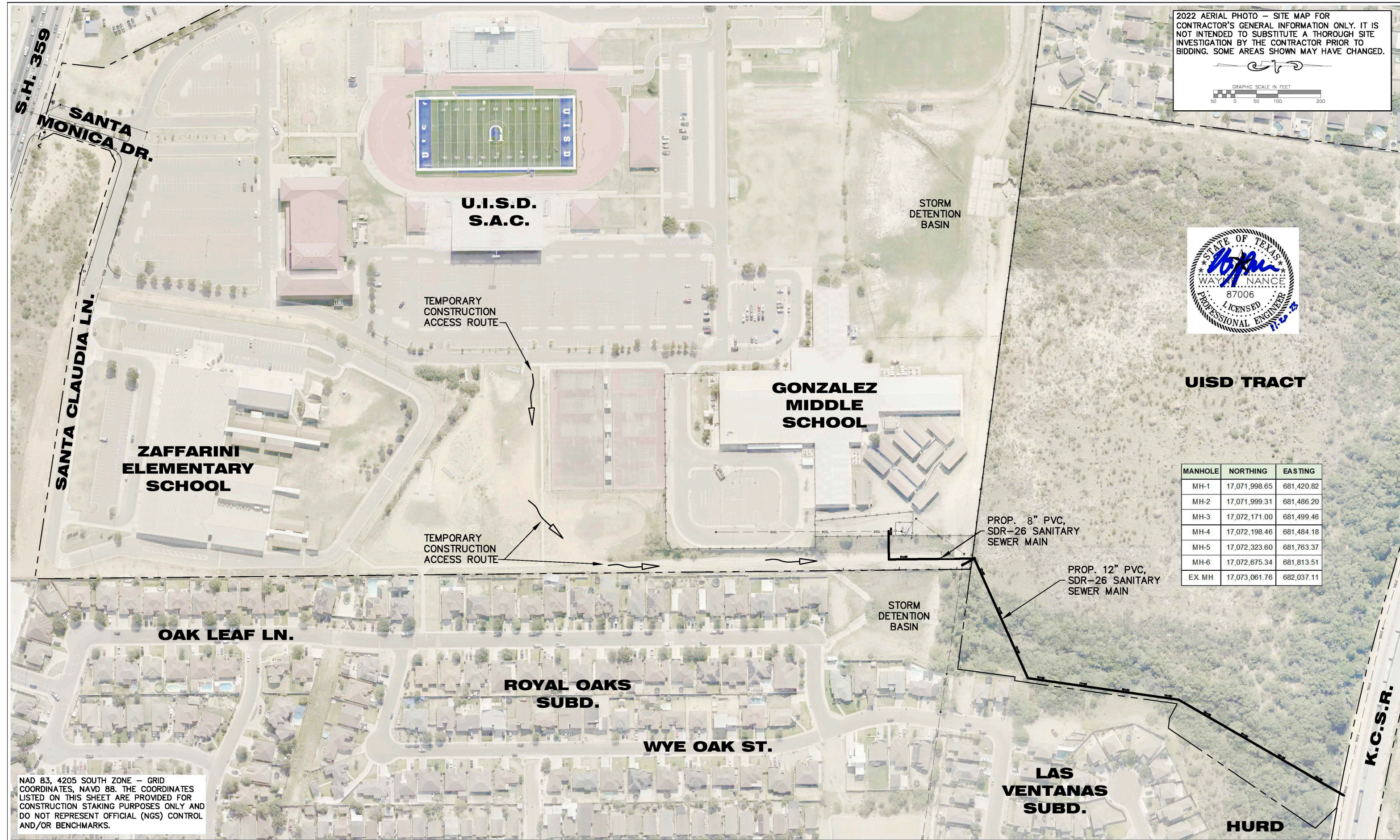
11.17.23

2022 AERIAL PHOTO - SITE MAP FOR CONTRACTOR'S GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO SUBSTITUTE A THOROUGH SITE INVESTIGATION BY THE CONTRACTOR PRIOR TO BIDDING. SOME AREAS SHOWN MAY HAVE CHANGED.



UISD TRACT

MANHOLE	NORTHING	EASTING
MH-1	17,071,998.65	681,420.82
MH-2	17,071,999.31	681,486.20
MH-3	17,072,171.00	681,499.46
MH-4	17,072,198.46	681,484.18
MH-5	17,072,323.60	681,763.37
MH-6	17,072,675.34	681,813.51
EX MH	17,073,061.76	682,037.11



NAD 83, 4205 SOUTH ZONE - GRID COORDINATES, NAVD 88. THE COORDINATES LISTED ON THIS SHEET ARE PROVIDED FOR CONSTRUCTION STAKING PURPOSES ONLY AND DO NOT REPRESENT OFFICIAL (NGS) CONTROL AND/OR BENCHMARKS.

DATE : 10/23/2023	DRAWN : D.M.	HORIZONTAL SCALE: 1"= 50' (FULL 24"x36")
REVISIONS :	CHECKED : W.N./T.P.N.	VERTICAL SCALE : 1"= 5' (FULL 24"x36")
	APPROVED : R.B./W.N.	

This document is the property of PORRAS NANCE ENGINEERING and may not be reproduced, modified, or used in any way without the written permission of PORRAS NANCE ENGINEERING

PORRAS NANCE ENGINEERING

304 E. CALTON RD
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
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PROJECT:
**GONZALEZ LIFT STATION
8"/12" GRAVITY BYPASS**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WAYNE NANCE, P.E. #87006 ON 11-20-23. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION UNDER THE TEXAS ENGINEERING PRACTICES ACT.

PLAN OF:
PROJECT LOCATION MAP

SHEET
**3
534**

City Council

Meeting Date: 8/19/2024

Consent Agenda 37.

SUBJECT

Consideration to renew six-month supply contract number FY23-031 with Aguaworks Pipe & Supply, Brownsville, Texas in the amount of \$350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six months beginning as of the date of its execution. This contract may be extended for three more additional six-month periods, each upon mutual agreement of the parties and is contingent upon future funding appropriations. There was no price increase during the last extension period. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION

Approved a six-month contract on 2/5/24.

BACKGROUND

This contract establishes pricing for the purchase of PVC pipe for the Utilities Department. There was no price increase during the last extension period. This is the second of six extension periods. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for three, additional (6) month periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete Pricing Table is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

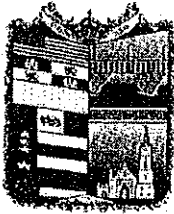
Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Waterworks Fund.
Account #:	557-4130-532-3015.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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. 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.

Line #	Description	QTY	UOM	Aguaworks Pipe & Supply, LLC		Core and Main	
				Total Price	\$3,946,514.00	Total Price	\$4,117,844.00
				Unit	Extended	Unit	Extended
1	2" Pipe, 20' joints with Bell PC 200 DR-21 (IPS-O.D.)	2000	ft	\$1.58	\$3,160.00	<u>\$1.56</u>	\$3,120.00
2	3" Pipe, 20' joints with Bell PC 200 DR-21 (IPS-O.D.)	200	ft	<u>\$3.11</u>	\$622.00	\$3.16	\$632.00
3	4" Pipe, PC305, DR-14, C900-16	200	ft	<u>\$8.52</u>	\$1,704.00	\$8.67	\$1,734.00
4	6" Pipe, PC305, DR-14, C900-16	10000	ft	\$18.33	\$183,300.00	<u>\$17.56</u>	\$175,600.00
5	8" Pipe, PC305, DR-14, C900-16	30000	ft	\$31.49	\$944,700.00	<u>\$30.26</u>	\$907,800.00
6	10" Pipe, PC305, DR-14, C900-16	3000	ft	\$46.38	\$139,140.00	<u>\$46.14</u>	\$138,420.00
7	12" Pipe, PC305, DR-14, C900-16	6000	ft	\$67.87	\$407,220.00	<u>\$65.23</u>	\$391,380.00
8	14" Pipe, PC 235, DR-18, C900-16	400	ft	\$67.87	\$27,148.00	<u>\$66.67</u>	\$26,668.00
9	16" Pipe, PC 235, DR-18, C900-16	9000	ft	<u>\$61.99</u>	\$557,910.00	\$84.44	\$759,960.00
10	18" Pipe, PC 235, DR-18, C900-16	200	ft	<u>\$100.21</u>	\$20,042.00	\$134.44	\$26,888.00
11	20" Pipe, PC 235, DR-18, C900-16	2000	ft	<u>\$125.71</u>	\$251,420.00	\$135.44	\$270,880.00
12	24" Pipe, PC 235, DR-18, C900-16	3000	ft	<u>\$181.51</u>	\$544,530.00	\$184.44	\$553,320.00
13	30" Pipe, PC 235, DR-18, C900-16	400	ft	<u>\$283.69</u>	\$113,476.00	\$290.00	\$116,000.00
14	36" Pipe, PC 200, DR-21, C900-16	400	ft	<u>\$406.78</u>	\$162,712.00	\$413.33	\$165,332.00
15	PVCO C909 Pipe 6" Pipe, PC305, C909	5000	ft	\$16.93	\$84,650.00	<u>\$16.66</u>	\$83,300.00
16	PVCO C909 Pipe 8" Pipe, PC305, C909	5000	ft	\$29.18	\$145,900.00	<u>\$28.82</u>	\$144,100.00
17	PVCO C909 Pipe 10" Pipe, PC305, C909	1000	ft	\$44.48	\$44,480.00	<u>\$43.71</u>	\$43,710.00
18	PVCO C909 Pipe 12" Pipe, PC305, C909	5000	ft	\$62.88	\$314,400.00	<u>\$61.80</u>	\$309,000.00



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 22, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension III

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was originally approved by City Council on March 20, 2023 is up for renewal. This is the third of six (six month) extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

<u>Aguaworks Pipe & Supply</u>
Request a contract extension: <u>yes</u> Not request a contract extension: _____
Authorized Signature: <u>Thomas H. Bennett Jr.</u>
Print Name: <u>Thomas H. Bennett, Jr</u>
Date: <u>07/23/2024</u>

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805



**City of Laredo
Purchasing Division
Letter of Award**

February 6, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension II

Dear Mr. Bennett,

This is to inform you that the contract renewal FY23-031 for the supply of PVC Pipe was approved by City Council February 5, 2024. The term of this contract shall be for a period of six months. This is the second of six (6) month extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Enrique Aldape III".

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Contract Renewal

Consideration to renew six-month supply contract number FY23-031 with Aguaworks Pipe & Supply, Brownsville, Texas in the amount of \$350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six months beginning as of the date of its execution. This contract may be extended for four (4) more additional six-month periods, each upon mutual agreement of the parties and is contingent upon future funding appropriations. There was no price increase during the last extension period. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION

Approved a six-month contract on 9/5/23.

BACKGROUND

This contract establishes pricing for the purchase of PVC pipe for the Utilities Department. There was no price increase during the last extension period. This is the second of six extension periods. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for four, additional (6) month periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete Pricing Table 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:	Waterworks Fund.
Account #:	557-4130-532-3015.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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. 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.



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

January 11, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

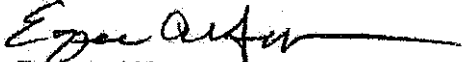
Re: PVC Supply Contract
Contract FY23-031
Extension II

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was approved by City Council March 20, 2023 is up for renewal. This the second of six (six month) extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

<u>Aguaworks Pipe & Supply</u>	
<u>Request a contract extension:</u> <input checked="" type="checkbox"/>	<u>Not request a contract extension:</u> <input type="checkbox"/>
<u>Authorized Signature:</u>	<u>Thomas H. Bennett Jr.</u>
<u>Print Name:</u>	<u>Thomas H. Bennett, Jr.</u>
<u>Date:</u>	<u>1/16/24</u>

City of Laredo - Purchasing Division, 3512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

August 23, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526


Re: PVC Supply Contract
Contract FY23-031
Extension I

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was approved by City Council March 20, 2023 is up for renewal. This the first of six (six month) extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

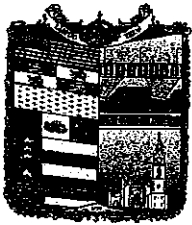
Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

<u>Aguaworks Pipe & Supply</u>	
Request a contract extension: <u>YES</u>	Not request a contract extension: _____
Authorized Signature: <u>Thomas H. Bennett, Jr.</u>	
Print Name: <u>Thomas H. Bennett, Jr.</u>	
Date: <u>8/24/23</u>	

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805



**City of Laredo
Purchasing Division
Letter of Award**

March 21, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe was approved by City Council March 20, 2023. The term of this contract shall be for a period of six months. This contract can be extended six additional six-month periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

Sincerely,

A handwritten signature in black ink, appearing to read 'M. A. Pescador'.

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 03/20/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director, Jose F Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY23-031 to the low bidder Aguaworks Pipe & Supply, Brownsville, Texas in the amount of \$350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6) more additional six (6) month periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received (2) two bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with PVC pipe. Staff is recommending that a contract be awarded to the low bidder Aguaworks Pipe & Supply. The bid pricing will be firm fixed for six months from the date of award and there is an option to extend for six additional six-month periods.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six, additional (6) month periods. Should the vendor desire to extend the contract for the additional six-month period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or

any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

Item	Description	Aguaworks Pipe & Supply	Core & Main
		Unit Price	Unit Price
1	2" Pipe, 20' joints DR-21	\$ 1.58	\$ 1.56
2	3" Pipe, 20' joints DR-21	\$ 3.11	\$ 3.16
3	4" Pipe, PC305-DR-14	\$ 8.52	\$ 8.67
4	6" Pipe, PC305-DR-14	\$ 18.33	\$ 17.56
5	8" Pipe, PC305-DR-14	\$ 31.49	\$ 30.26
6	10" Pipe, PC305-DR-14	\$ 46.38	\$ 46.14
7	12" Pipe, PC305-DR-14	\$ 67.87	\$ 65.23
8	14" Pipe, DR-18	\$ 67.87	\$ 66.67
9	16"Pipe, DR-18	\$ 61.91	\$ 84.44
10	18"Pipe,DR-18	\$ 100.21	\$ 134.44
11	20"Pipe,DR-18	\$ 125.71	\$ 135.44
12	24"Pipe,DR-18	\$ 181.51	\$ 184.44
13	30"Pipe,DR-18	\$ 283.69	\$ 290.00
14	36"Pipe,DR-21	\$ 406.78	\$ 413.33
15	PVCO C909 Pipe 6" Pipe	\$ 16.93	\$ 16.66
16	PVCO C909 Pipe 8" Pipe	\$ 29.18	\$ 28.82
17	PVCO C909 Pipe 10" Pipe	\$ 44.48	\$ 43.71
18	PVCO C909 Pipe 12" Pipe	\$ 62.88	\$ 61.80

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:

2023

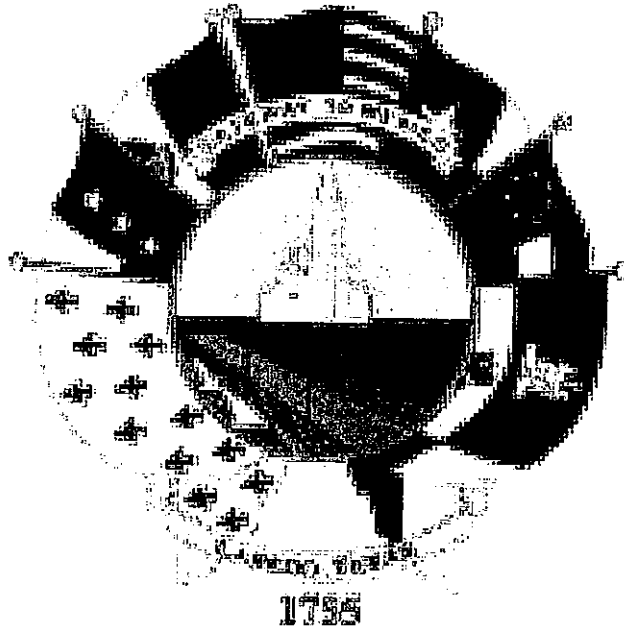
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4130-532-3015
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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. 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.

Attachments

Bid Tab FY23-031
FY23-031 Contract



FY23-031 PVC Pipe Supply
Aguaworks Pipe & Supply, LLC
Aguaworks Pipe & Supply, LLC
Supplier Response

Event Information

Number: FY23-031 PVC Pipe Supply
Title: PVC Pipe Supply
Type: Request For Bid
Issue Date: 1/20/2023
Deadline: 2/9/2023 05:00 PM (CT)
Notes:

Contact Information

Contact: Juan Arriaga
Address: Utilities
5816 Daugherty
Laredo, TX 788041
Phone: (956) 721-2013
Email: jarriaga@ci.laredo.tx.us

Aguaworks Pipe & Supply, LLC Information

Contact: Thomas H Bennett, Jr.
Address: 2907 N. Central Avenue
Brownsville, TX 78526
Phone: (956) 831-2500
Fax: (956) 831-2525
Email: thomas.bennett@aguaworkspipe.com
Web Address: www.aguaworkspipe.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ernie Ortega
Signature

ernie.ortega@aguaworkspipe.com
Email

Submitted at 2/8/2023 12:02:07 PM (CT)

Bid Attributes

1	Award by Section Total This contract will be awarded by section 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 <input checked="" type="checkbox"/> Yes (Yes)
2	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".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Aguaworks Pipe & Supply, LLC Ernie Ortega 956-383-8600 office 956-535-3752 cell
4	State how long under has the business been in its present business name 15 yrs
5	If applicable, list all other names under which the Business identified above operated in the last five years N/A
6	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.

7 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 otherwise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business 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

8 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

9 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

10 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.

11 Conflict of Interest 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.

12 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 4	This is a New Submission
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Ernie Ortega
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department FY23-031 PVC Pipe Supply (PVC Pipe Supply)
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Aguaworks Pipe & Supply, LLC Ernie Ortega
1 8	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. Not Applicable
1 9	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
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
2 1	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
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2 3	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

24 **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 or 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)

25 **Question 7. Disclosure of political 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.

26 **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.

27 **Question 8. Disclosure 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?

28 **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.

29 **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)

30 **Question 10. No Contact 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 contacting 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-contact 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)

31 **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)

3
2 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Aguaworks Pipe & Supply, LLC
Ernie Ortega outside sales
02/08/2023

3
3 **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)

3
4 **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.lonwave.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 by section 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. 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 qualification 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
5 **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 its 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)

3
6

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)

3
7

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)

Bid Lines

1

2" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)

Quantity: 2000 UOM: ft Price: \$1.58 Total: \$3,160.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

2

3" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)

Quantity: 200 UOM: ft Price: \$3.11 Total: \$622.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

3

4" Pipe, PC305, DR-14, C900-16

Quantity: 200 UOM: ft Price: \$8.52 Total: \$1,704.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

4

6" Pipe, PC305, DR-14, C900-16

Quantity: 10000 UOM: ft Price: \$18.33 Total: \$183,300.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

5

8" Pipe, PC305, DR-14, C900-16

Quantity: 30000 UOM: ft Price: \$31.49 Total: \$944,700.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

6

10" Pipe, PC305, DR-14, C900-16

Quantity: 3000 UOM: ft Price: \$46.38 Total: \$139,140.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

7

12" Pipe, PC305, DR-14, C900-16

Quantity: 6000 UOM: ft Price: \$67.87 Total: \$407,220.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*

8

14" Pipe, PC 235, DR-18, C900-16

Quantity: 400 UOM: ft Price: \$67.87 Total: \$27,148.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.

9

16" Pipe, PC 235, DR-18, C900-16

Quantity: 9000 UOM: ft Price: \$61.99 Total: \$557,910.00

Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.

1 0	18" Pipe, PC 235, DR-18, C900-16 Quantity: <u>200</u> UOM: <u>ft</u> Price: <input type="text" value="\$100.21"/> Total: <input type="text" value="\$20,042.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 1	20" Pipe, PC 235, DR-18, C900-16 Quantity: <u>2000</u> UOM: <u>ft</u> Price: <input type="text" value="\$125.71"/> Total: <input type="text" value="\$251,420.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 2	24" Pipe, PC 235, DR-18, C900-16 Quantity: <u>3000</u> UOM: <u>ft</u> Price: <input type="text" value="\$181.51"/> Total: <input type="text" value="\$544,530.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 3	30" Pipe, PC 235, DR-18, C900-16 Quantity: <u>400</u> UOM: <u>ft</u> Price: <input type="text" value="\$283.69"/> Total: <input type="text" value="\$113,476.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 4	36" Pipe, PC 200, DR-21, C900-16 Quantity: <u>400</u> UOM: <u>ft</u> Price: <input type="text" value="\$406.78"/> Total: <input type="text" value="\$162,712.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 5	PVCO C909 Pipe 6" Pipe, PC305, C909 Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$16.93"/> Total: <input type="text" value="\$84,650.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 6	PVCO C909 Pipe 8" Pipe, PC305, C909 Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$29.18"/> Total: <input type="text" value="\$145,900.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
1 7	PVCO C909 Pipe 10" Pipe, PC305, C909 Quantity: <u>1000</u> UOM: <u>ft</u> Price: <input type="text" value="\$44.48"/> Total: <input type="text" value="\$44,480.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting. Supplier Notes: <input c909="" dr18"="" type="text" value="10"/>
1 8	PVCO C909 Pipe 12" Pipe, PC305, C909 Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$62.88"/> Total: <input type="text" value="\$314,400.00"/> Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting. Supplier Notes: <input c909="" dr18"="" type="text" value="12"/>

Response Total: \$3,946,514.00

City Council

Meeting Date: 8/19/2024

Consent Agenda 38.

SUBJECT

Consideration to renew annual supply contract number FY22-062 with Core and Main from St. Louis, Missouri in an amount of up to \$602,899.70 for the purchase of large diameter fittings 14-inch or greater mechanical joint (MJ) butterfly valves, MJ solid sleeves, MJ fittings, and mega-lugs for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION

Council approved a one-year contract on August 7, 2023.

BACKGROUND

This contract establishes pricing for the Utilities Department for the purchase of mechanical joint (MJ) butterfly valves, MJ solid sleeves, MJ fittings, and mega-lugs for a twelve-month period. There was no price increase during the last extension period. This is the second of three extension periods. This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

Vendor	MJ Butterfly Valves & Fittings
Core & Main	Section I Total
	\$ 602,899.70

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

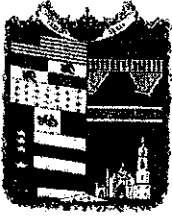
Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Water Works Fund
Account #:	557-4130-532-3015
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

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. 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.

						Core and Main	
						Total Price	\$602,899.70
Line #	Description	QTY	UOM	Estimated	Unit	Extended	
1	Section I: MJ Butterfly Valves, MJ Sleeve, Mega Lugs, or approved equal. (All items to be made in America). *****All Butterfly Valves are to be City of Laredo Specifications***** *****All Fittings are to be Domestic. *****Bid Price Schedule Section must be completely filled out in order to be considered*****	1	PKG			<u>\$602,899.70</u>	\$602,899.70
1.1	MJ Solid Sleeve 14 x 15	4	EA			<u>\$733.78</u>	
1.2	MJ Solid Sleeve 16 x 15	4	EA			<u>\$926.83</u>	
1.3	MJ Solid Sleeve 18 x 15	4	EA			<u>\$1,226.23</u>	
1.4	MJ Solid Sleeve 20 x 15	4	EA			<u>\$1,483.63</u>	
1.5	MJ Solid Sleeve 24 x 15	4	EA			<u>\$2,047.59</u>	
1.6	MJ Solid Sleeve 30 x 24	4	EA			<u>\$5,499.25</u>	
1.7	MJ Solid Sleeve 36 x 24	4	EA			<u>\$7,066.64</u>	
1.8	ELL MJ 22-1/2 14	3	EA			<u>\$837.45</u>	
1.9	ELL MJ 22-1/2 16	3	EA			<u>\$989.39</u>	
1.10	ELL MJ 22-1/2 18	3	EA			<u>\$1,349.57</u>	
1.11	ELL MJ 22-1/2 20	3	EA			<u>\$1,705.28</u>	
1.12	ELL MJ 22-1/2 24	3	EA			<u>\$2,245.10</u>	
1.13	ELL MJ 22-1/2 30	3	EA			<u>\$5,383.07</u>	
1.14	ELL MJ 22-1/2 36	3	EA			<u>\$7,851.82</u>	
1.15	ELL MJ 45 14	2	EA			<u>\$825.83</u>	
1.16	ELL MJ 45 16	2	EA			<u>\$1,031.39</u>	
1.17	ELL MJ 45 18	2	EA			<u>\$1,361.19</u>	
1.18	ELL MJ 45 20	2	EA			<u>\$1,606.97</u>	
1.19	ELL MJ 45 24	2	EA			<u>\$2,327.33</u>	
1.20	ELL MJ 45 30	2	EA			<u>\$6,035.70</u>	
1.21	ELL MJ 45 36	2	EA			<u>\$9,284.33</u>	
1.22	ELL MJ 90 14	2	EA			<u>\$1,061.78</u>	
1.23	ELL MJ 90 16	2	EA			<u>\$1,341.53</u>	
1.24	ELL MJ 90 18	2	EA			<u>\$1,833.09</u>	
1.25	ELL MJ 90 20	2	EA			<u>\$2,454.24</u>	
1.26	ELL MJ 90 24	2	EA			<u>\$4,432.12</u>	
1.27	ELL MJ 90 30	2	EA			<u>\$7,607.79</u>	
1.28	ELL MJ 90 36	2	EA			<u>\$11,293.08</u>	
1.29	MJ Butterfly Valve (316 SS Nuts Bolts) 14	2	EA			<u>\$3,372.03</u>	
1.30	MJ Butterfly Valve (316 SS Nuts Bolts) 16	2	EA			<u>\$4,011.67</u>	

1.31	MJ Butterfly Valve (316 SS Nuts Bolts) 18	2	EA	<u>\$4,505.36</u>
1.32	MJ Butterfly Valve (316 SS Nuts Bolts) 20	2	EA	<u>\$6,063.29</u>
1.33	MJ Butterfly Valve (316 SS Nuts Bolts) 24	2	EA	<u>\$8,416.88</u>
1.34	MJ Butterfly Valve (316 SS Nuts Bolts) 30	2	EA	<u>\$16,250.00</u>
1.35	MJ Butterfly Valve (316 SS Nuts Bolts) 36	2	EA	<u>\$18,875.00</u>
1.36	Mega Lugs 14 (316 SS Nuts Bolts)	26	EA	<u>\$498.24</u>
1.37	Mega Lugs 16 (316 SS Nuts Bolts)	26	EA	<u>\$558.38</u>
1.38	Mega Lugs 18 (316 SS Nuts Bolts)	26	EA	<u>\$687.90</u>
1.39	Mega Lugs 20 (316 SS Nuts Bolts)	26	EA	<u>\$776.76</u>
1.40	Mega Lugs 24 (316 SS Nuts Bolts)	26	EA	<u>\$909.35</u>
1.41	Mega Lugs 30 (316 SS Nuts Bolts)	26	EA	<u>\$2,585.83</u>
1.42	Mega Lugs 36 (316 SS Nuts Bolts)	26	EA	<u>\$3,133.45</u>



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 22, 2024

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension II

Dear Mr. Clagett,

This is to inform you that the contract FY22-062 which was originally approved by City Council on June 6, 2022 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Current Award:

Section I: MJ Butterfly Valves & Fittings

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

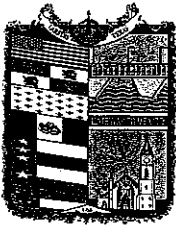
Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

<u>Core & Main</u>	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Brandon T Smith</u>	
Print Name: <u>Brandon T. Smith</u>	
Date: <u>07/25/2024</u>	

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division
LETTER OF AWARD**

August 8, 2023

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension I

Dear Mr. Clagett,

This is to inform you that the contract renewal for FY22-062 was approved by City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Current Award:

Section I: MJ Butterfly Valves & Fittings

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 08/07/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract number FY22-062 with Core and Main, St. Louis, Missouri in an amount of up to \$602,899.70 for the purchase of mechanical joints: butterfly valves, solid sleeves, and mega lugs for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Water Works Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 6/6/22.

BACKGROUND

This contract establishes pricing for the Utilities Department for the purchase of mechanical joint: butterfly valves, solid sleeves, and mega lugs for a twelve-month period. 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 (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month

to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	MJ Butterfly Valves & Fittings
Vendor	Section I Totals
Core and Main	\$ 602,899.70

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

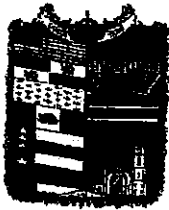
Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4130-532-3015
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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. 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.

Attachments

FY22-062 Bid Tab
 Contract FY22-062



**City of Laredo
Purchasing Division
LETTER OF AWARD**

July 13, 2023

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension I

Dear Mr. Clagett,

This is to inform you that the contract FY22-062 which was approved by City Council on June 6, 2022 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Current Award:

Section I: MJ Butterfly Valves & Fittings

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

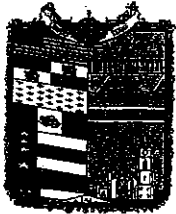
Miguel A. Pescador
Purchasing Agent

pending price increase

Xc: Purchasing File

<u>Core & Main</u>	
Request a contract extension:	<input checked="" type="checkbox"/> <u>X</u>
Not request a contract extension:	<input type="checkbox"/>
Authorized Signature:	<u>Brandon T Smith</u>
Print Name:	<u>Brandon Smith</u>
Date:	<u>07/21/23</u>

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division
LETTER OF AWARD**

June 7, 2022

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062

Dear Mr. Clagett,

This is to inform you that contract FY22-062 was approved by City Council on June 6, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

Award:

Section I: MJ Butterfly Valves & Fittings

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

* As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City Council-Regular

Meeting Date: 06/06/2022

Initiated By: Riazul Mia, Assistant City
Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pecador,
Purchasing Agent

SUBJECT

Consideration to award supply contract number FY22-062 to the sole bidder Core and Main, St. Louis, Missouri in an amount of up to \$602,899.70 for the purchase of mechanical joint: butterfly valves, solid sleeves, and mega lugs for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Water Works Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid through Cit-E-Bid for awarding a contract for providing the Utilities Department with mechanical joint: butterfly valves, solid sleeves, and mega lugs for a twelve-month period. Staff is recommending that this contract be awarded to the sole bidder Core and Main.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City

Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Pricing Summary:

	MJ Butterfly Valves & Fittings
Vendor	Section I Totals
Core and Main	\$ 602,899.70

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

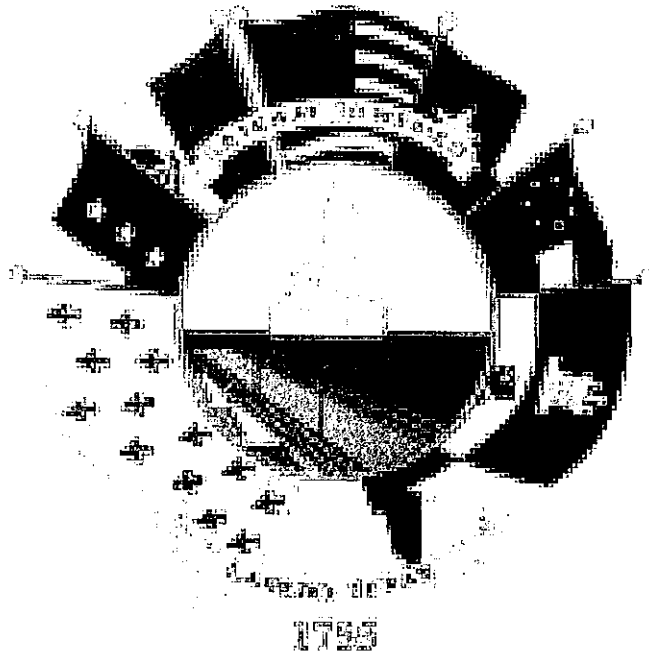
Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4130-532-3015
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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. 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.

Attachments

FY22-062 Bid Tab
FY22-062 Contract



FY22-062

Core and Main

Supplier Response

Event Information

Number: FY22-062
Title: FY22-062 Mechanical Joint Butterfly Valves & Fittings
Type: Request For Bid
Issue Date: 4/14/2022
Deadline: 5/11/2022 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if the proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
 - Name of Proposal
 - Name of Company submitting Proposal
 - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to

wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

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

Core and Main Information

Contact: Kevin Clagett
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Kevin.Clagett@coreandmain.com
Web Address: www.coreandmain.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Loren Miller

Signature

Submitted at 5/11/2022 3:42:30 PM

Brandon.Smith3@coreandmain.com

Email

Bid Attributes

1 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".
2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
Core and Main, LP. Loren Miller 210-657-1632
3 State how long under has the business been in its present business name
5 years
4 If applicable, list all other names under which the Business identified above operated in the last five years
HD Supply Waterworks LTD
5 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.
6 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

7	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? <input type="text" value="N/A"/>
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8	State if the Company is a certified minority business enterprise <input type="text" value="This company is not a certified minority business"/>
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9	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.
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10	Conflict of Interest 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.
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11	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input type="text" value="Yes"/>
-----------	--

12	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
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13	This is a <input type="text" value="New Submission"/>
-----------	---

1 4	<p>Question 1. Name of person submitting this disclosure form</p> <p>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <p>Kevin Clagett & Brandon Smith</p>
1 5	<p>Question 2. Contract Information</p> <p>Please include the following: a)Contract or Project Name b)Originating Department</p> <p>FY22-022</p>
1 6	<p>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</p> <p>Core & Main LP</p>
1 7	<p>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.</p> <p>Not Applicable</p>
1 8	<p>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</p> <p>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.</p> <p>No response</p>
1 9	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>Not Applicable</p>
2 0	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>No response</p>
2 1	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>Not Applicable</p>
2 2	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <p>No response</p>

23 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 or 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)

24 Question 7. Disclosure of political 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.

25 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.

26 Question 8. Disclosure 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?

27 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.

28 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)

29 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 contacting 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-contact 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)

30 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)

3 1	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Loren Miller : District Manager : Core & Main LP 05/11/22</p>
3 2	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)</p>
3 3	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>
3 4	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>
3 5	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form (I have completed and included this form)</p>
3 6	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>
3 7	<p>Certificate of Interested Parties (Form 1295)</p> <p>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: Starting 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.</p> <p><input checked="" type="checkbox"/> I will comply with this form (I will comply with this form)</p>

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.

(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 or bidders)**, 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) 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.

(e) 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".

(f) 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.

(g) 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.

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.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Bid Lines

1 Package Header

Section I: MJ Butterfly Valves, MJ Sleeve, Mega Lugs, or approved equal. (All items to be made in America).

*****All Butterfly Valves are to be City of Laredo Specifications*****

****All Fittings are to be Domestic.

*****Bid Price Schedule Section must be completely filled out in order to be considered*****

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 MJ Solid Sleeve 14" x 15"

Quantity: 4 UOM: EA Price: Total:

1.2 MJ Solid Sleeve 16" x 15"

Quantity: 4 UOM: EA Price: Total:

1.3 MJ Solid Sleeve 18" x 15"	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,226.23"/>	Total: <input type="text" value="\$4,904.92"/>
1.4 MJ Solid Sleeve 20" x 15"	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,483.63"/>	Total: <input type="text" value="\$5,934.52"/>
1.5 MJ Solid Sleeve 24" x 15"	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,047.59"/>	Total: <input type="text" value="\$8,190.36"/>
1.6 MJ Solid Sleeve 30" x 24"	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <input type="text" value="\$5,499.25"/>	Total: <input type="text" value="\$21,997.00"/>
1.7 MJ Solid Sleeve 36" x 24"	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <input type="text" value="\$7,066.64"/>	Total: <input type="text" value="\$28,266.56"/>
1.8 ELL MJ 22-1/2 14"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$837.45"/>	Total: <input type="text" value="\$2,512.35"/>
1.9 ELL MJ 22-1/2 16"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$989.39"/>	Total: <input type="text" value="\$2,968.17"/>
1.10 ELL MJ 22-1/2 18"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,349.57"/>	Total: <input type="text" value="\$4,048.71"/>
1.11 ELL MJ 22-1/2 20"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,705.28"/>	Total: <input type="text" value="\$5,115.84"/>
1.12 ELL MJ 22-1/2 24"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,245.10"/>	Total: <input type="text" value="\$6,735.30"/>
1.13 ELL MJ 22-1/2 30"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$5,383.07"/>	Total: <input type="text" value="\$16,149.21"/>
1.14 ELL MJ 22-1/2 36"	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <input type="text" value="\$7,851.82"/>	Total: <input type="text" value="\$23,555.46"/>
1.15 ELL MJ 45 14"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$825.83"/>	Total: <input type="text" value="\$1,651.66"/>
1.16 ELL MJ 45 16"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,031.39"/>	Total: <input type="text" value="\$2,062.78"/>
1.17 ELL MJ 45 18"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,361.19"/>	Total: <input type="text" value="\$2,722.38"/>
1.18 ELL MJ 45 20"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,606.97"/>	Total: <input type="text" value="\$3,213.94"/>
1.19 ELL MJ 45 24"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,327.33"/>	Total: <input type="text" value="\$4,654.66"/>
1.20 ELL MJ 45 30"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$6,035.70"/>	Total: <input type="text" value="\$12,071.40"/>
1.21 ELL MJ 45 36"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <input type="text" value="\$9,284.33"/>	Total: <input type="text" value="\$18,568.66"/>

1.22	ELL MJ 90	14"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,061.78"/>	Total: <input type="text" value="\$2,123.56"/>
1.23	ELL MJ 90	16"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,341.53"/>	Total: <input type="text" value="\$2,683.06"/>
1.24	ELL MJ 90	18"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,833.09"/>	Total: <input type="text" value="\$3,666.18"/>
1.25	ELL MJ 90	20"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$2,454.24"/>	Total: <input type="text" value="\$4,908.48"/>
1.26	ELL MJ 90	24"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$4,432.12"/>	Total: <input type="text" value="\$8,864.24"/>
1.27	ELL MJ 90	30"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$7,607.79"/>	Total: <input type="text" value="\$15,215.58"/>
1.28	ELL MJ 90	36"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$11,293.08"/>	Total: <input type="text" value="\$22,586.16"/>
1.29	MJ Butterfly Valve (316 SS Nuts & Bolts)	14"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$3,372.03"/>	Total: <input type="text" value="\$6,744.06"/>
1.30	MJ Butterfly Valve (316 SS Nuts & Bolts)	16"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$4,011.67"/>	Total: <input type="text" value="\$8,023.34"/>
1.31	MJ Butterfly Valve (316 SS Nuts & Bolts)	18"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$4,505.36"/>	Total: <input type="text" value="\$9,010.72"/>
1.32	MJ Butterfly Valve (316 SS Nuts & Bolts)	20"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$6,063.29"/>	Total: <input type="text" value="\$12,126.58"/>
1.33	MJ Butterfly Valve (316 SS Nuts & Bolts)	24"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$8,416.88"/>	Total: <input type="text" value="\$16,833.76"/>
1.34	MJ Butterfly Valve (316 SS Nuts & Bolts)	30"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$16,250.00"/>	Total: <input type="text" value="\$32,500.00"/>
1.35	MJ Butterfly Valve (316 SS Nuts & Bolts)	36"	Quantity: <u>2</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$18,875.00"/>	Total: <input type="text" value="\$37,750.00"/>
1.36	Mega Lugs	14" (316 SS Nuts & Bolts)	Quantity: <u>26</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$498.24"/>	Total: <input type="text" value="\$12,954.24"/>
1.37	Mega Lugs	16" (316 SS Nuts & Bolts)	Quantity: <u>26</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$558.38"/>	Total: <input type="text" value="\$14,517.88"/>
1.38	Mega Lugs	18" (316 SS Nuts & Bolts)	Quantity: <u>26</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$687.90"/>	Total: <input type="text" value="\$17,885.40"/>
1.39	Mega Lugs	20" (316 SS Nuts & Bolts)	Quantity: <u>26</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$776.76"/>	Total: <input type="text" value="\$20,195.76"/>
1.40	Mega Lugs	24" (316 SS Nuts & Bolts)	Quantity: <u>26</u>	UOM: <u>EA</u>	Price: <input type="text" value="\$909.35"/>	Total: <input type="text" value="\$23,643.10"/>

1.41 Mega Lugs 30" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA

Price: Total:

1.42 Mega Lugs 36" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA

Price: Total:

Response Total: \$602,899.70

City Council

Meeting Date: 8/19/2024

Consent Agenda 39.

SUBJECT

Consideration to award an annual service contract for FY24-086 to provide electric motor repair services from the following bidders:

1. RAMSA Electric of Laredo, Texas in an amount of up to \$400,000.00 (Primary Vendor);
2. Delta House Electric & Motor, of Freer, Texas in an amount of up to \$375,000.00 (Secondary Vendor).

Repairs are for motors with horsepower ratings ranging from 1/8 HP to 400 HP that are used in water and wastewater operations. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for three, additional one-year periods upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) proposals through Cit-E-Bid for awarding an annual service contract for electric motor repair service to a primary and secondary vendor. Contract pricing has been secured on motors with horsepower ratings ranging from 1/8 HP to 400 HP and will service the electric motor used in the water and wastewater operations. This contract has three (3) one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

In determining the Best Value for the City of Laredo, the following factors were considered by the Utilities Department, in accordance with corresponding weights, in evaluating the proposals:

Criteria	Maximum Points
Contractor's Profile & Qualifications	25
Motor Repair Experience & Location	25
Pricing	20
Bidder's Current & Past Contract Compliance Experienced	30

Vendor	Score
RAMSA Electric	96.5
Delta House Electric & Motor	96.0

Lewis Electric Motors 78.0
Texas Machine Shop Pump Services 75.0

A detailed bid tabulation, vendor's bid submittal, and the scoring sheet are attached for review.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Yes
Source of Funds: Waterworks and Sewer System Funds
Account #: 557-4120-533-2030 & 559-4210-533-2030
Change Order: Exceeds 25% Y/N: NA

FINANCIAL IMPACT:

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. 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.

Line #	Description	QTY	UOM	RAMSA		Delta House Electric and Motor Rewind, Inc	
				Total Price	\$41,861.70	Total Price	\$77,841.00
				Unit	Extended	Unit	Extended
1	Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	<u>\$5,229.00</u>	\$5,229.00	\$11,760.00	\$11,760.00
1.1	HP: 1/8Volts: 115.0Frame: 48.00	1	Repair Cost with New Bearing	<u>\$100.80</u>		\$225.00	
1.2	HP: 1/6Volts: 115.0Frame: 48.00	1	Repair Cost with New Bearing	<u>\$100.80</u>		\$225.00	
1.3	HP: 1/3Volts: 115/230Frame: 56.00	1	Repair Cost with New Bearing	<u>\$111.60</u>		\$275.00	
1.4	HP: 1/3Volts: 115.00Frame: 56.00	1	Repair Cost with New Bearing	<u>\$111.60</u>		\$275.00	
1.5	HP: 1/3Volts: 115.00Frame: 48.00	1	Repair Cost with New Bearing	<u>\$111.60</u>		\$275.00	
1.6	HP: 1/3Volts:230/460Frame: 56.00	1	Repair Cost with New Bearing	<u>\$111.60</u>		\$275.00	
1.7	HP: 1/4Volts:115/230Frame: 56-Z	1	Repair Cost with New Bearing	<u>\$103.50</u>		\$325.00	
1.8	HP: 1/4Volts:115.00Frame: 56-Z	1	Repair Cost with New Bearing	<u>\$103.50</u>		\$325.00	
1.9	HP: 3/4Volts:115.00Frame: 48-Y	1	Repair Cost with New Bearing	<u>\$126.90</u>		\$345.00	
1.10	HP: 3/4Volts:115/230Frame: 56.00	1	Repair Cost with New Bearing	<u>\$126.90</u>		\$345.00	
1.11	HP: 3/4Volts:230/460Frame: 56.00	1	Repair Cost with New Bearing	<u>\$126.90</u>		\$345.00	
1.12	HP:1.0Volts:115/230Frame: XA48Y	1	Repair Cost with New Bearing	<u>\$206.10</u>		\$455.00	
1.13	HP:1 1/2Volts:115/230Frame: 145-T	1	Repair Cost with New Bearing	<u>\$206.10</u>		\$485.00	
1.14	HP:2Volts:208/230/460Frame: 145-T	1	Repair Cost with New Bearing	<u>\$248.40</u>		\$575.00	
1.15	HP:2Volts:115/230Frame: 182-T	1	Repair Cost with New Bearing	<u>\$248.40</u>		\$575.00	
1.16	HP:2Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	<u>\$248.40</u>		\$575.00	
1.17	HP:3Volts:230/460Frame: 215.00	1	Repair Cost with New Bearing	<u>\$280.80</u>		\$600.00	
1.18	HP:3Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	<u>\$280.80</u>		\$600.00	
1.19	HP:3Volts:230/460Frame: 182.00	1	Repair Cost with New Bearing	<u>\$280.80</u>		\$600.00	
1.20	HP:3Volts:560.00Frame: 225.00	1	Repair Cost with New Bearing	<u>\$280.80</u>		\$600.00	
1.21	HP:3Volts:230/460Frame: 254.00	1	Repair Cost with New Bearing	<u>\$280.80</u>		\$600.00	
1.22	HP:5Volts:230/460Frame: 182.00	1	Repair Cost with New Bearing	<u>\$319.50</u>		\$675.00	
1.23	HP:5Volts:220/440Frame: 215.00	1	Repair Cost with New Bearing	<u>\$319.50</u>		\$675.00	
1.24	HP:7 1/2Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	<u>\$365.40</u>		\$710.00	
1.25	HP:9.40Volts:440 (sub. pump)	1	Repair Cost with New Bearing	<u>\$427.50</u>		\$800.00	
2	Section II: 10 To 60 H.P. Electric Motors ****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	<u>\$11,718.90</u>	\$11,718.90	\$24,135.00	\$24,135.00
2.1	HP: 10Volts: 230/460Frame: 215-T	1	Repair Cost with New Bearing	<u>\$382.50</u>		\$850.00	
2.2	HP: 10Volts:230/460Frame: 256-T	1	Repair Cost with New Bearing	<u>\$382.50</u>		\$850.00	
2.3	HP:15Volts: 220/440Frame: 364-U	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00	

2.4	HP: 15Volts:220/440Frame: 324-C	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.5	HP: 15Volts:208/22/440Frame: 326-SSO	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.6	HP: 15Volts:220/440Frame: 326.00	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.7	HP: 15Volts:220/440Frame: 324.00	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.8	HP: 15Volts:230.00Frame: 256-T	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.9	HP:20Volts:220/440Frame: 286-Y	1	Repair Cost with New Bearing	<u>\$502.20</u>		\$995.00
2.10	HP:20Volts:230/460Frame: 256-T	1	Repair Cost with New Bearing	<u>\$502.20</u>		\$995.00
2.11	HP:25Volts:220/440Frame: 365.00	1	Repair Cost with New Bearing	<u>\$540.90</u>		\$1,050.00
2.12	HP:30Volts:209/220/440Frame: 326-UP	1	Repair Cost with New Bearing	<u>\$570.60</u>		\$1,100.00
2.13	HP:15Volts:230/460Frame: 254-T	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.14	HP:15Volts:230/460Frame: 254-JP	1	Repair Cost with New Bearing	<u>\$442.80</u>		\$925.00
2.15	HP:20Volts:220/440Frame: 364.00	1	Repair Cost with New Bearing	<u>\$502.20</u>		\$995.00
2.16	HP:25Volts:220/440Frame: 284.00	1	Repair Cost with New Bearing	<u>\$540.90</u>		\$1,050.00
2.17	HP:30Volts:209/220Frame: 294.00	1	Repair Cost with New Bearing	<u>\$570.60</u>		\$1,100.00
2.18	HP:30Volts:440.00Frame: 286.00	1	Repair Cost with New Bearing	<u>\$570.60</u>		\$1,100.00
2.19	HP:30Volts:440.00Frame: 405.00	1	Repair Cost with New Bearing	<u>\$570.60</u>		\$1,100.00
2.20	HP:40Volts:230/460Frame: 326U	1	Repair Cost with New Bearing	<u>\$753.30</u>		\$1,675.00
2.21	HP:40Volts:230/460Frame: 365U	1	Repair Cost with New Bearing	<u>\$753.30</u>		\$1,675.00
2.22	HP:60Volts:220/240Frame: 364TS	1	Repair Cost with New Bearing	<u>\$1,034.10</u>		\$2,200.00
Section III: 60 To 100 H.P. Electric						
3	Motors****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	<u>\$24,913.80</u>	\$24,913.80	\$41,946.00 \$41,946.00
3.1	HP: 60Volts: 230/460Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$1,370.70</u>		\$2,500.00
3.2	HP: 75Volts:230/460Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$1,576.80</u>		\$2,950.00
3.3	HP:95Volts: 230/460Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$2,501.10</u>		\$3,941.00
3.4	HP: 100Volts:230/460Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$2,501.10</u>		\$4,300.00
3.5	HP: 125Volts:460Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$2,664.90</u>		\$4,490.00
3.6	HP: 200Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$2,918.70</u>		\$4,895.00
3.7	HP: 300Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$3,141.00</u>		\$5,345.00
3.8	HP:350Volts:230.00Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$3,480.30</u>		\$5,675.00
3.9	HP:400Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	<u>\$4,759.20</u>		\$7,850.00

Line #	Lewis Electric Motors And Pumps		Texas Machine Shop Pump Services LLC	
	Total Price	\$199,300.00	Total Price	\$204,077.00
	Unit	Extended	Unit	Extended
1				
	\$44,100.00	\$44,100.00	\$17,748.00	\$17,748.00
1.1	\$1,500.00		\$400.00	
1.2	\$1,500.00		\$400.00	
1.3	\$1,500.00		\$404.00	
1.4	\$1,500.00		\$408.00	
1.5	\$1,500.00		\$412.00	
1.6	\$1,500.00		\$416.00	
1.7	\$1,500.00		\$420.00	
1.8	\$1,500.00		\$424.00	
1.9	\$1,500.00		\$428.00	
1.10	\$1,500.00		\$432.00	
1.11	\$1,500.00		\$436.00	
1.12	\$1,500.00		\$440.00	
1.13	\$1,500.00		\$600.00	
1.14	\$1,500.00		\$560.00	
1.15	\$1,500.00		\$565.00	
1.16	\$1,500.00		\$550.00	
1.17	\$1,500.00		\$718.00	
1.18	\$2,000.00		\$720.00	
1.19	\$2,000.00		\$715.00	
1.20	\$2,000.00		\$720.00	
1.21	\$2,000.00		\$720.00	
1.22	\$2,000.00		\$1,317.00	
1.23	\$2,000.00		\$1,318.00	
1.24	\$2,000.00		\$725.00	
1.25	\$4,600.00		\$3,500.00	
2				
	\$67,500.00	\$67,500.00	\$77,629.00	\$77,629.00
2.1	\$2,400.00		\$1,427.00	
2.2	\$2,400.00		\$1,427.00	
2.3	\$3,100.00		\$3,125.00	

2.4	\$3,200.00		\$3,225.00	
2.5	\$3,400.00		\$3,300.00	
2.6	\$3,100.00		\$3,275.00	
2.7	\$3,100.00		\$3,275.00	
2.8	\$3,100.00		\$3,300.00	
2.9	\$2,600.00		\$3,375.00	
2.10	\$2,400.00		\$3,375.00	
2.11	\$2,600.00		\$3,150.00	
2.12	\$4,100.00		\$4,375.00	
2.13	\$2,100.00		\$3,300.00	
2.14	\$2,500.00		\$3,300.00	
2.15	\$2,600.00		\$3,375.00	
2.16	\$2,600.00		\$3,150.00	
2.17	\$3,300.00		\$4,375.00	
2.18	\$3,100.00		\$4,375.00	
2.19	\$3,400.00		\$4,375.00	
2.20	\$3,700.00		\$4,750.00	
2.21	\$4,200.00		\$4,750.00	
2.22	\$4,500.00		\$5,250.00	
3				
	\$87,700.00	\$87,700.00	\$108,700.00	\$108,700.00
3.1	\$4,200.00		\$5,250.00	
3.2	\$5,100.00		\$6,000.00	
3.3	\$6,300.00		\$7,250.00	
3.4	\$6,300.00		\$7,600.00	
3.5	\$7,100.00		\$8,125.00	
3.6	\$11,600.00		\$13,750.00	
3.7	\$13,100.00		\$16,875.00	
3.8	\$16,500.00		\$20,625.00	
3.9	\$17,500.00		\$23,225.00	



FY24-086

RAMSA

RAMSA

Supplier Response

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email

rsanmiquel2@ci.laredo.tx.us

Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

RAMSA Information

Contact: Raul Mireles
Address: 207 W RYAN ST
LAREDO
LAREDO, TX 78041
Phone: (956) 999-4263
Email: RAMSAELECTROMECHANIC@YAHOO.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

RAUL MIRELES SALINAS

Signature

Submitted at 7/15/2024 02:11:10 PM (CT)

ricardoramsa@yahoo.com

Email

Response Attachments

scan_20240715134417.pdf

ATTACHMENT

Bid Attributes

1 Award by Best Value	Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> I agree
2 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".
3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid	RAMSA ELECTROMECHANIC INC, RAUL MIRELES SLAINAS, 9565681497
4 State how long under has the business been in its present business name	12 YEARS
5 If applicable, list all other names under which the Business identified above operated in the last five years	NO
6 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.

7	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? <input type="text" value="NO"/>
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8	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? <input type="text" value="NO"/>
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9	State if the Company is a certified minority business enterprise <input type="text" value="Historically Underutilized Business (HUB)"/>
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10	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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
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11	Conflict of Interest 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.
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12	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input type="text" value="Yes"/>
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1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
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1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
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1 5	This is a <input type="text" value="New Submission"/>
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1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="RAUL MIRELES SALINAS"/>
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1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-086 Electric Motor Repairs - Utilities Department"/>
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1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="RAMSA ELECTROMECHANIC INC"/>
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1 9	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. <input type="text" value="Not Applicable"/>
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2 0	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. <input type="text" value="No response"/>
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2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
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2 2	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. <input type="text" value="No response"/>
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2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
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2 4	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. <input type="text" value="No response"/>
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2 5	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 or 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) <input type="text" value="Not Applicable"/>
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2 6	Question 7. Disclosure of political 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. <input type="text" value="No response"/>
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2 7	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.
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2 8	Question 8. Disclosure 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? <input type="text" value="I am not aware of any conflict of interest"/>
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2 9	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. <input type="text" value="No response"/>
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3 0	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. <input checked="" type="checkbox"/> I have read and understand this section
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3 1	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>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 contacting 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-contact 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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 2	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 3	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>RAUL MIRELES SALINAS PRESIDENT RAMSA ELECTROMECHANIC INC</p>
3 4	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 5	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 7	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 8	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

3
9 **Certificate of Interested Parties (Form 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: Starting 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

4
0 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors 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 request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal 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 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> 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 Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) 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 Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an 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 interpretations of the

proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT: The services 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 and change orders shall not be applicable. The City's obligation for performance of an annual service 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 The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. 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)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business 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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

4 Insurance Terms and Conditions

1

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 occurrence 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 mininum requirements

4 **Disqualification & Debarment Certification**

2 **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 its 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 the 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

4
3 **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

4 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**
4 **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

4 **Ordinance 2018-O-175**
5 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 **Contractor's Profile & Qualifications (Max 25 Points)**
6 **Contractor's Profile & Qualifications (Max 25 Points)**
 It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

4 **Motor Repair Experience and Location (Max 20 Points)**
7 **Motor Repair Experience and Location (Max 20 Points)**
 Describe you past motor repair experience.
 Location.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

4 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**
8 Describe you past business relationship with the City of Laredo.
 Feedback from existing clients. Provide a minimum of three references.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

Bid Lines

1 **Package Header**
Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake
 Quantity: 1 UOM: EA Total: \$5,229.00
 Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2 Package Header

Section II: 10 To 60 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Bearing Repair Cost with New Price: Total:

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

Response Total: \$41,861.70

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS**

**ELECTRIC MOTOR REPAIRS
UTILITIES DEPARTMENT
Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department.

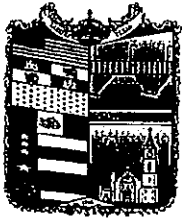
Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 15, 2024**; and all proposals received will be opened and acknowledged at **11:00 AM at the Office of the City Secretary on July 16, 2024**.

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on July 15, 2024**; and all proposals received will be opened and **acknowledged at 11:00 A.M.** at the Office of the City Secretary on **July 16, 2024**.

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

Proposals can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
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 21st DAY OF JUNE 2024.

For Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors 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 request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal 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 the Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.
- (c) 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 Vendors expense.

CITY OF LAREDO
PURCHASING DIVISION

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to:

CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
eadape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

CITY OF LAREDO
PURCHASING DIVISION

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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 and change orders shall not be applicable. The City's obligation for the performance of an annual service 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 The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the 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 proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the proposal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
- (2) Vendor 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; or,

CITY OF LAREDO
PURCHASING DIVISION

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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 the list, then list prices must appear on the proposal schedule.

All invoices shall be mailed to:

Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 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 a 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 occurrence 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 a 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 place 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, the 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.

CITY OF LAREDO
PURCHASING DIVISION

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 before 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. The 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 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, the 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 awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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 proposal 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 proposal 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

CITY OF LAREDO
PURCHASING DIVISION

6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

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.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: 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.

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 will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this 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 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 its 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 the 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,

CITY OF LAREDO
PURCHASING DIVISION

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

CITY OF LAREDO
PURCHASING DIVISION

**Request for Proposals
Electric Motor Repairs
Utilities Department**

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us

Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of 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, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.2 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.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

CITY OF LAREDO
PURCHASING DIVISION

- 18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7 All subject price lists should be submitted with this proposal and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this proposal and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

19.0 General Repair Specifications

- 19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).
- 19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.
- 19.3 Installation will be done by the City.
- 19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.
- 19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.
- 19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray
- 19.7 Turn -- around time shall not exceed 5 Days.
(Per unit) 24 (hours)
- 19.8 All repaired electric motors must have a 12-month warranty.
- 19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

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- 20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.
- 21.0 Shipment**
Shipment preparations shall include the following:
- 21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 21.3 All pump openings shall be covered adequately to protect pump during shipment.
- 21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.
- 21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.
- 22.0 Documentation**
- 22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.
- 22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.
- 22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

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23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 Days

24.0 Insurance Requirements

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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 Award of Contract

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and one secondary for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: 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 and change orders shall not be applicable.

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26.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

27.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the *best value* for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
Total		100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	

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40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

29.0 Contractor's Profile & Qualifications (Max 25 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

34 Years From Experience, 10 Employees

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29.2 List of specialized equipment which will be used to comply with this contract obligation.

We have immersion vernish tank, two natural gas furnaces, coil making machine, 5 ton stationary traveling crane
10,000 lbs forklift, stock in bearings, seals, fans, junction boxes, machining area three lathes, welding machine
milling machine. We also have 2 service trucks with their 4,000 and 6,000 lbs cranes. And equipment for
testing electric motors such as the megger 500 megaomhs, ammeters, dashboards for testing at reduced voltage
ph3, 480 Volts, etc.

29.3 Location of specialized motor repair shop.

We are located at 207 West Ryan St, Laredo Texas, 78041.

*****Documentation Shall Be Uploaded onto Cit-E-Bid*****

30.0 **Motor Repair Experience and Location (Max 20 Points)**

30.1 Describe you past motor repair experience.

WE HAVE WORKED WITH VERTICAL AND HORIZONTAL ELECTRIC MOTORS FOR MORE
THAN 30 YEARS. WE HAVE STOCK OF PARTS FOR REQUIREMENTS THAT OCCUPY
THEMOTORS AS WELL AS THE TEAM TO PROVIDE COMPLETE SERVICE TO THE
MOTORS.

30.2 Location.

PHYSICAL ADDRESS:

207 WRYAN ST

LAREDO, TX 78041

*****Documentation Shall Be Uploaded onto Cit-E-Bid*****

CITY OF LAREDO
PURCHASING DIVISION

31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	\$ 100.80	SKF
2.0	1/6	115.00	48.00	\$ 100.80	SKF
3.0	1/3	115/230	56.00	\$ 111.60	SKF
4.0	1/3	115.00	56.00	\$ 111.60	SKF
5.0	1/3	115.00	48.00	\$ 111.60	SKF
6.0	1/3	230/460	56.00	\$ 111.60	SKF
7.0	1/4	115/230	56-Z	\$ 103.50	SKF
8.0	1/4	115.00	56-Z	\$ 103.50	SKF
9.0	3/4	115.00	48-Y	\$ 126.90	SKF
10.0	3/4	115/230	56.00	\$ 126.90	SKF
11.0	3/4	230/460	56.00	\$ 126.90	SKF
12.0	1.0	115/230	XA48Y	\$ 206.10	SKF
13.0	1 1/2	115/230	145-T	\$ 206.10	SKF
14.0	2	208/230/460	145-T	\$ 248.40	SKF
15.0	2	115/230	182-T	\$ 248.40	SKF
16.0	2	220/440	213.00	\$ 248.40	SKF
17.0	3	230/460	215.00	\$ 280.80	SKF
18.0	3	220/440	213.00	\$ 280.80	SKF
19.0	3	230/460	182.00	\$ 280.80	SKF
20.0	3	560.00	225.00	\$ 280.80	SKF
21.0	3	230/460	254.00	\$ 280.80	SKF
22.0	5	230/460	182.00	\$ 319.50	SKF
23.0	5	220/440	215.00	\$ 319.50	SKF
24.0	7 1/2	220/440	213.00	\$ 365.40	SKF
25.0	9.40	440 (sub. pump)		\$ 427.50	SKF
			Total	\$ 5,229.00	

Company Name: RamsaElectromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 West Ryan St, Laredo Texas 78041

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
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31.2 Section II: 10 To 60 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	\$ 382.50	SKF
2.0	10	230/460	256-T	\$ 382.50	SKF
3.0	15	220/440	364-U	\$ 442.80	SKF
4.0	15	220/440	324-C	\$ 442.80	SKF
5.0	15	208/22/440	326-SSO	\$ 442.80	SKF
6.0	15	220/440	326.00	\$ 442.80	SKF
7.0	15	220/440	324.00	\$ 442.80	SKF
8.0	15	230.00	256-T	\$ 442.80	SKF
9.0	20	220/440	286-Y	\$ 502.20	SKF
10.0	20	230/460	256-T	\$ 502.20	SKF
11.0	25	220/440	365.00	\$ 540.90	SKF
12.0	30	209/220/440	326-UP	\$ 570.60	SKF
13.0	15	230/460	254-T	\$ 442.80	SKF
14.0	15	230/460	254-JP	\$ 442.80	SKF
15.0	20	220/440	364.00	\$ 502.20	SKF
16.0	25	220/440	284.00	\$ 540.90	SKF
17.0	30	209/220	294.00	\$ 570.60	SKF
18.0	30	440.00	286.00	\$ 570.60	SKF
19.0	30	440.00	405.00	\$ 570.60	SKF
20.0	40	230/460	326U	\$ 753.30	SKF
21.0	40	230/460	365U	\$ 753.30	SKF
22.0	60	220/240	364 TS	\$ 1034.10	SKF
			Total	\$ 11,718.90	

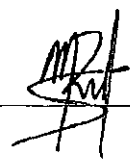
Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS

Company Address: 207 W RYAN ST

City,State,ZipCode:LAREDO,TEXAS,78041

Company Authorized Representative's Signature: _____



Company Representative's Name: RAUL MIRELES SALINAS

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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PURCHASING DIVISION

31.3 Section III: 60 To 100 H.P. Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	\$ 1370.70	SKF
2.0	75	230/460	Any Frame	\$ 1576.80	SKF
3.0	95	230/460	Any Frame	\$ 2501.10	SKF
4.0	100	230/460	Any Frame	\$ 2501.10	SKF
5.0	125	460	Any Frame	\$ 2664.90	SKF
6.0	200	220/440	Any Frame	\$ 2918.70	SKF
7.0	300	220/440	Any Frame	\$ 3141.00	SKF
8.0	350	230.00	Any Frame	\$ 3480.30	SKF
9.0	400	220/440	Any Frame	\$ 4759.20	SKF
Total				\$ 24,913.80	

Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS

Company Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Company Authorized Representative's Signature: _____



Company Representative's Name: RAMSA ELECTROMECHANIC INC

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

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32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

SINCE 4 TO 5 YEARS WE HAVE WORKING WITH CITY OF LAREDO WITH CLEAN WATER
AND WASTE WATER AND WE HAVE GOOD WORKING RELATION

32.2 Describe you past business relationships with any other governmental agency.

WE HAVE WORKING WITH THE COUNTY AND THE SHERIFF DEPARTAMENT OF LAREDO

32.3 Feedback from existing clients. Provide a minimum of three references.

CITY OF ROMA / JOSE VELA - RAFAEL SAENZ (956)437-3707

CITY OF DEL RIO / CARLOS CANALES (830)775-0579

CITY OF EAGLE PASS / FRITSCHER (830)421-6570

CITY OF ZAPATA / VALDE (956)765-9975

HIDALGO COUNTY / PABLO ZAPATA (956)252-3100

CITY OF PHARR / RAYMUNDO QUINTANILLA (956)784-5384

LAREDO MEDICAL CENTER / GUILLERMO SANCHEZ (956)319-7954

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33.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

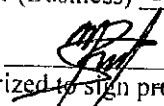
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36.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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".

Name of Offeror (Business) RAMSA ELECTROMECHANIC INC

Signature 
of person authorized to sign proposal

Date 07-12-2024

Print Name RAUL MIRELES SALINAS

of person authorized to sign proposal

Title: PRESIDENT

Business Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Telephone Number: (956)568-1497

Fax Number: _____

Contact Person Email Address: RAMSAELECTROMECHANIC@YAHOO.COM

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W RYAN ST

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

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 in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify

This company is not a certified minority business:

The above minority 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

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37.0 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

38.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Ramsa Electromechanic Inc / Raul Muxler Saiz
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; 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.

[Signature]
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 15 day of July 20 24.

[Signature]
Notary Public

My commission expires:
July 17, 2025



39.0



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

*1. Name of person submitting this disclosure form.

First

M.I. Last

Suffix

*2. Contract Information.

a) Contract or Project name(s):

b) Originating Department(s):

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or

CITY OF LAREDO
PURCHASING DIVISION

entity listed in Question 3

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***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 or 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 retained 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. No campaign or officeholder contributions have been made in the preceding 24 months by these

CITY OF LAREDO
PURCHASING DIVISION

individuals.

List of contributors:

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 contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure 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(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

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.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a 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 will 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.

***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 of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Name (Print) RAUL MIRELES SALINAS

Signature



Title PRESIDENT

RAMSA ELECTROMECHANIC INC

Company or DBA

07-12-2024

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

40.0 Certificate of Interested Parties (Form 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.etbics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

40.1 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.

40.2 Filing Process:

Starting 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

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****

CITY OF LAREDO
PURCHASING DIVISION

43.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 until 5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

Proposals can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

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 CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT NAME: Noe Cubriel, CIC PHONE (A/C, No, Ext): (956)568-5290 E-MAIL ADDRESS: noe@cubrielinsurance.com	FAX (A/C, No): (956)568-5294
	INSURER(S) AFFORDING COVERAGE	
INSURED RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045	INSURER A: THE BURLINGTON INSURANCE COMP.	
	INSURER B: REDPOINT COUNTY MUTUAL	
	INSURER C: THE HANOVER INSURANCE GROUP	
	INSURER D:	
	INSURER E: *****UPDATED*****	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	WRPB2480022	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WHD-H360851-03	8/27/2023	8/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF LAREDO
 5512 THOMAS AV.
 LAREDO, TEXAS 78041

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
207 N RYAN ST.

6 City, state, and ZIP code
LAREDO, TX 78041

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number
 [] [] [] - [] [] [] - [] [] [] [] [] []
 or
 Employer identification number
45 - 5362037

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **05/13/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.


2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Enrique Quintanilla Jr
(a Partner or officer of the firm of, etc.)

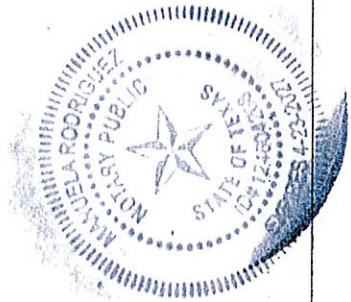
The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly 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 SOQ or bid are true.

[Signature]
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 14 day of 7 2024.

[Signature]
Notary Public

My commission expires:
4/23/2027



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

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).

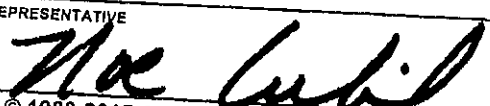
PRODUCER CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041		CONTACT NAME: Noe Cubriel, CIC PHONE (A/C, No, Ext): (956)568-5290 E-MAIL ADDRESS: noe@cubrielininsurance.com FAX (A/C, No): (956)568-5294	
INSURED RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045		INSURER(S) AFFORDING COVERAGE INSURER A: THE BURLINGTON INSURANCE COMP. INSURER B: REDPOINT COUNTY MUTUAL INSURER C: THE HANOVER INSURANCE GROUP INSURER D: INSURER E: *****UPDATED***** INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						Y Y WRPB248002 4/2/2024 4/2/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N/A	Y	WHD-H360851-03	8/27/2023	8/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF LAREDO 5512 THOMAS AV. LAREDO, TEXAS 78041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ORD 25 (2016/03)

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
207 N RYAN ST.

6 City, state, and ZIP code
LAREDO, TX 78041

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-					
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or

Employer identification number

4	5	-	5	3	6	2	0	3	7
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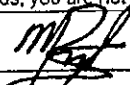
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **05/13/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



FY24-086

**Delta House Electric and Motor Rewind, Inc
Supplier Response**

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email

rsanmiguelp2@ci.laredo.tx.us

Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

Delta House Electric and Motor Rewind, Inc Information

Contact: Esmeralda Perez
Address: 212 Forrest
Freer, TX 78357
Phone: (361) 389-3568
Email: delta.milagros@outlook.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Esmeralda Perez
Signature

Delta.milagros@outlook.com
Email

Submitted at 7/12/2024 03:54:48 PM (CT)

Response Attachments

FY24-086 Electric Motor Repairs-Utilities.pdf

Motor rewind response to bid

Bid Attributes

1	Award by Best Value Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> I agree
2	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".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Delta House Electric and Motor Rewind, Inc
4	State how long under has the business been in its present business name 25
5	If applicable, list all other names under which the Business identified above operated in the last five years N/A
6	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.

7 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?

8 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?

9 State if the Company is a certified minority business enterprise

10 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 Conflict of Interest 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.

12 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Esmeralda Perez"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="Electric Motor Repair-Utilities Department FY24-086"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Fernando Guzman Esmeralda Perez Reynaldo Guzman"/>
1 9	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. <input type="text" value="Not Applicable"/>
2 0	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. <input type="text" value="Not applicable"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	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. <input type="text" value="Not Applicable"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 4	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. <input type="text" value="N/A"/>
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2 5	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) <input type="text" value="Not Applicable"/>
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2 6	Question 7. Disclosure of political 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. <input type="text" value="No response"/>
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2 7	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.
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2 8	Question 8. Disclosure 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? <input type="text" value="I am not aware of any conflict of interest"/>
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2 9	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. <input type="text" value="No response"/>
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3 0	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. <input checked="" type="checkbox"/> I have read and understand this section
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3 1	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>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 contacting 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-contact 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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 2	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 3	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p><input type="text" value="Esmeralda Perez-Bookkeeper Delta House Electric and Motor Rewind, Inc 7/12/2024"/></p>
3 4	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 5	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 7	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 8	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

3 **Certificate of Interested Parties (Form 1295)**

9 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: Starting 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

4 **Terms and Conditions Request for Proposals**

0 **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors 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 request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal 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 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> 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 Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) 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 Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the

proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT: The services 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 and change orders shall not be applicable. The City's obligation for performance of an annual service 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 The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. 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)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business 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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

4 Insurance Terms and Conditions

- 1 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 occurrence 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

4 **Disqualification & Debarment Certification**

2 **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 its 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

4
3 **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

4
4 **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

4
5 **Ordinance 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
6 **Contractor's Profile & Qualifications (Max 25 Points)**
Contractor's Profile & Qualifications (Max 25 Points)
 It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

4
7 **Motor Repair Experience and Location (Max 20 Points)**
Motor Repair Experience and Location (Max 20 Points)
 Describe you past motor repair experience.
 Location.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

4
8 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**
 Describe you past business relationship with the City of Laredo.
 Feedback from existing clients. Provide a minimum of three references.
 *****Documentation Shall Be Uploaded onto Cit-E-Bid*****
 Yes

Bid Lines

1 **Package Header**
Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake
 Quantity: 1 UOM: EA Total: \$11,760.00
 Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2 Package Header

Section II: 10 To 60 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: Total:

Response Total: \$77,841.00

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS**

**ELECTRIC MOTOR REPAIRS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 AM at the Office of the City Secretary on July 16, 2024.

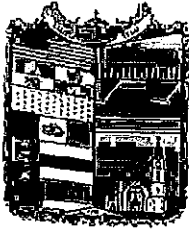
Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

Proposals can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

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<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
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 21st DAY OF JUNE 2024.


For: Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors 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 request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal 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 the Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.
- (c) 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 Vendors expense.

CITY OF LAREDO
PURCHASING DIVISION

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

CITY OF LAREDO
PURCHASING DIVISION

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
caldape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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 and change orders shall not be applicable. The City's obligation for the performance of an annual service 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 The contract will be awarded based on **(Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the 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 proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the proposal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
- (2) Vendor 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; or,

CITY OF LAREDO
PURCHASING DIVISION

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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 the list, then list prices must appear on the proposal schedule. All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.
- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 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 a 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 Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence 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 a 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 place 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, the 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.

CITY OF LAREDO
PURCHASING DIVISION

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 before 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. The 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 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, the 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 awarding the contract.
 - (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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 proposal 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 proposal 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

CITY OF LAREDO
PURCHASING DIVISION

6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****
- 13.5 CONFLICT OF INTEREST FORMS (Attached)
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.
- 13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: 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. 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 will result in the cancellation of the contract.
- 14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION
By submitting this 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 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 its 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 the 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,

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or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

CITY OF LAREDO
PURCHASING DIVISION

**Request for Proposals
Electric Motor Repairs
Utilities Department**

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us

Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of 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, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.2 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.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

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- 18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7 All subject price lists should be submitted with this proposal and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this proposal and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

19.0 General Repair Specifications

- 19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).
- 19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.
- 19.3 Installation will be done by the City.
- 19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.
- 19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.
- 19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray
- 19.7 Turn – around time shall not exceed 5 Days.
(Per unit) 96 (hours)
- 19.8 All repaired electric motors must have a 12-month warranty.
- 19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

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- 20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.
- 21.0 Shipment**
Shipment preparations shall include the following:
- 21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 21.3 All pump openings shall be covered adequately to protect pump during shipment.
- 21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.
- 21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.
- 22.0 Documentation**
- 22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.
- 22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.
- 22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

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23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday-Friday

24.0 Insurance Requirements

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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 Award of Contract

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and one secondary for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: 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 and change orders shall not be applicable.

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26.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

27.0 **Evaluation Criteria**

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the *best value* for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
Total		100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	

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40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

29.0 Contractor's Profile & Qualifications (Max 25 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

Delta House Electric has been in business for 25 yrs. There are 3 full-time employees working at the shop. Fernando, Sr, picks up and drops off work. Shop is family owned and operated. Lead is taken by Reynaldo Guzman. Rewind is Rene Hinojosa.

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29.2 List of specialized equipment which will be used to comply with this contract obligation.

Shop has coil machine, electric motor range oven, press machine, testing panels, tools to take out stators, rotors - everything for motor rewind. Machine shop is located next to shop (if needed) Shop also has a varnish tank used to cook stators and used to dip and bake goods.

29.3 Location of specialized motor repair shop.

Shop is located at 212 Forrest St., Freer, TX 78357

*****Documentation Shall Be Uploaded onto Cit-E-Bid*****

30.0 Motor Repair Experience and Location (Max 20 Points)

30.1 Describe you past motor repair experience.

Our shop has been in business for 25 years specializing on motor rewind & submersible pump repair.

30.2 Location.

We are located 60 miles north of Laredo, TX:
We deliver and pick up atleast 3 times a week.
If we are able and willing to go to location anytime necessary.

*****Documentation Shall Be Uploaded onto Cit-E-Bid*****

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31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake

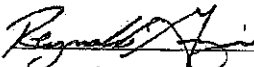
Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	\$ 225.00	SKF
2.0	1/6	115.00	48.00	\$ 225.00	SKF
3.0	1/3	115/230	56.00	\$ 275.00	SKF
4.0	1/3	115.00	56.00	\$ 275.00	SKF
5.0	1/3	115.00	48.00	\$ 275.00	SKF
6.0	1/3	230/460	56.00	\$ 275.00	SKF
7.0	1/4	115/230	56-Z	\$ 325.00	SKF
8.0	1/4	115.00	56-Z	\$ 325.00	SKF
9.0	3/4	115.00	48-Y	\$ 345.00	SKF
10.0	3/4	115/230	56.00	\$ 345.00	SKF
11.0	3/4	230/460	56.00	\$ 345.00	SKF
12.0	1.0	115/230	XA48Y	\$ 455.00	SKF
13.0	1 1/2	115/230	145-T	\$ 485.00	SKF
14.0	2	208/230/460	145-T	\$ 575.00	SKF
15.0	2	115/230	182-T	\$ 575.00	SKF
16.0	2	220/440	213.00	\$ 575.00	SKF
17.0	3	230/460	215.00	\$ 600.00	SKF
18.0	3	220/440	213.00	\$ 600.00	SKF
19.0	3	230/460	182.00	\$ 600.00	SKF
20.0	3	560.00	225.00	\$ 600.00	SKF
21.0	3	230/460	254.00	\$ 600.00	SKF
22.0	5	230/460	182.00	\$ 675.00	SKF
23.0	5	220/440	215.00	\$ 675.00	SKF
24.0	7 1/2	220/440	213.00	\$ 710.00	SKF
25.0	9.40	440 (sub. pump)		\$ 800.00	SKF
			Total	\$ 11,760.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest St

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: 

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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31.2 Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake


Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	\$ 850. ⁰⁰	SKF
2.0	10	230/460	256-T	\$ 850. ⁰⁰	SKF
3.0	15	220/440	364-U	\$ 925. ⁰⁰	SKF
4.0	15	220/440	324-C	\$ 925. ⁰⁰	SKF
5.0	15	208/22/440	326-SSO	\$ 925. ⁰⁰	SKF
6.0	15	220/440	326.00	\$ 925. ⁰⁰	SKF
7.0	15	220/440	324.00	\$ 925. ⁰⁰	SKF
8.0	15	230.00	256-T	\$ 925. ⁰⁰	SKF
9.0	20	220/440	286-Y	\$ 995. ⁰⁰	SKF
10.0	20	230/460	256-T	\$ 995. ⁰⁰	SKF
11.0	25	220/440	365.00	\$ 1050. ⁰⁰	SKF
12.0	30	209/220/440	326-UP	\$ 1100. ⁰⁰	SKF
13.0	15	230/460	254-T	\$ 925. ⁰⁰	SKF
14.0	15	230/460	254-JP	\$ 925. ⁰⁰	SKF
15.0	20	220/440	364.00	\$ 995. ⁰⁰	SKF
16.0	25	220/440	284.00	\$ 1050. ⁰⁰	SKF
17.0	30	209/220	294.00	\$ 1100. ⁰⁰	SKF
18.0	30	440.00	286.00	\$ 1100. ⁰⁰	SKF
19.0	30	440.00	405.00	\$ 1100. ⁰⁰	SKF
20.0	40	230/460	326U	\$ 1675. ⁰⁰	SKF
21.0	40	230/460	365U	\$ 1675. ⁰⁰	SKF
22.0	60	220/240	364 TS	\$ 2200. ⁰⁰	SKF
			Total	\$ 24,135. ⁰⁰	

Company Name: Delta House Electric and Motor Rewind, Inc

Owner/President Name: Fernando Guzman

Company Address: 212 Forrest st

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: 

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

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31.3 Section III: 60 To 100 H.P. Electric Motors
 ****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	\$ 2500.00	SKF
2.0	75	230/460	Any Frame	\$ 2950.00	SKF
3.0	95	230/460	Any Frame	\$ 3941.00	SKF
4.0	100	230/460	Any Frame	\$ 4300.00	SKF
5.0	125	460	Any Frame	\$ 4490.00	SKF
6.0	200	220/440	Any Frame	\$ 4895.00	SKF
7.0	300	220/440	Any Frame	\$ 5345.00	SKF
8.0	350	230.00	Any Frame	\$ 5675.00	SKF
9.0	400	220/440	Any Frame	\$ 7850.00	SKF
			Total	\$ 41,946.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest St

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: 

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

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32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

The City of Laredo and Delta House have a good working relationship. Anytime there is an emergency we been able to go pick up work at anytime. We fix any issues as soon as possible. We are happy to do business with the City of Laredo. We have had a good relationship with Laredo for 20+ years.

32.2 Describe you past business relationships with any other governmental agency.

No relationship with any other governmental agency.

32.3 Feedback from existing clients. Provide a minimum of three references.

All positive reviews!

Webb County Utilities

1110 Washington St Ste 101
Laredo, TX 78640

Falfurrias Utilities Dep.

120 W Rice St
Falfurrias, TX 78355

Core Civic-Webb Co. Detention

9998 US Hwy 83

City of Freer

Laredo, TX 78046
P.O. Box 329 Freer, TX 78357

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33.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

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36.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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".

Name of Offeror (Business) Delta House Electric and Motor Rewind, Inc.

Signature  Date _____
of person authorized to sign proposal

Print Name Reynaldo Guzman
of person authorized to sign proposal

Title: _____

Business Address: 212 Forrest St

City, State, Zip Code: Freer, TX 78357

Telephone Number: (361) 425-7916 Fax Number: N/A

Contact Person Email Address: delta.milagros@outlook.com

Federal Tax ID Number: 20-0014858

Bidders Principal/Corporate Place of Business Address: 212 Forrest St Freer, TX 78357

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 22 yrs.

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / **No.**

Is any litigation pending against the Business? Yes / **No.**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / **No.**
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / **No.**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / **No.**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / **No.**

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 in default? Yes / **No.**

Is the Business in arrears in any contract or debt? Yes / **No.**

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / **No.**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / **No.**

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business:

The above minority 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.

37.0 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,
LOCAL GOVERNMENT CODE EXISTS.

Reynaldo Guzman
Name

[Signature]
Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Delta House Electric & Motor Rewind, Inc.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

38.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Fernando Guzman
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; 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.

Fernando Guzman
Signature of:

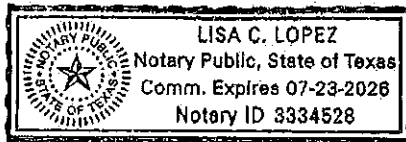
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12 day of July 20 24

Lisa C Lopez
Notary Public

My commission expires:

7-23-2026



39.0



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

Esmeralda	Perez	
First	M.I. Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s):

Electric Motor Repair - Utilities Department
FY24-086

b) Originating Department(s):

Utilities

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Esmeralda Perez			
Name (Print)	Signature	Name (Print)	Signature
Reynaldo Guzman			
Name (Print)	Signature	Name (Print)	Signature
Fernando			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or**

CITY OF LAREDO
PURCHASING DIVISION

entity listed in Question 3

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***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 or 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 retained 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. No campaign or officeholder contributions have been made in the preceding 24 months by these

CITY OF LAREDO
PURCHASING DIVISION

individuals.

List of contributors:

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 contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure 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(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

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.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a 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 will 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.

***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 of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Esmeralda Perez
Name (Print) Signature Esmeralda Perez Title Bookkeeper
Delta House Electric & Motor Rewind, Inc. Date 7/12/24
Company or DBA

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

40.0 Certificate of Interested Parties (Form 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/tcc/1295-Info.htm>.

Implementation of House Bill 1295

40.1 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.

40.2 Filing Process:

Starting 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](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*******Form does not need to be notarized*******

CITY OF LAREDO
PURCHASING DIVISION

43.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 until 5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Electric Motor Repairs – Utilities Department
FY24-086**

Proposals can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 11, 2024

City of Laredo
1110 HOUSTON ST
LAREDO TX 78040

Account Information:

Policy Holder Details :	Delta House Electric & Motor Rewind Inc.
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



BUSINESS AUTO COVERAGE FORM DECLARATION

POLICY NUMBER	DECL. NO.
21937773	30

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689

78 125 29363
PAGE 1 OF 2
FOR POLICYHOLDER INFORMATION, VISIT US AT
WWW.TXFB-INS.COM

CALL YOUR AGENT AC 361 664-2661 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

THE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM ONE Named Insured and Address

125 29363 21937773 I
DELTA HOUSE ELECTRIC INC
PO BOX 1032
FREER TX 78357-1032



FORM OF BUSINESS: CORPORATION
POLICY PERIOD:
From 05/21/2024 To 11/21/2024
12:01 A.M. standard time at the address of the named insured as stated herein.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS <small>(Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY				
COMBINED LIABILITY		7	\$ 500,000 EACH ACCIDENT	\$ 272
PERSONAL INJURY PROTECTION		See Endorsement TE0401C	\$ 2,500	\$ 6
AUTO MEDICAL PAYMENTS				
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY		See Endorsement TE0409D	\$ 500,000 EACH ACCIDENT	\$ 53
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS SEE SCHEDULE DED FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING \$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	\$ 134
	SPECIFIED CAUSES OF LOSS COVERAGE			
	COLLISION COVERAGE	7	SEE SCHEDULE DED FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO	\$ 215
	TOWING AND LABOR		\$ for each disablement of a private passenger auto	
				PREMIUM FOR ENDORSEMENTS
FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:				ESTIMATED TOTAL PREMIUM \$ 680

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

PREMIUM NOTICE

RENEWAL PREMIUM \$ 680.00
MOTOR VEHICLE CRIME PREVENTION AUTHORITY FEE(SEE ENCLOSED EXPLANATION) \$ 2.50

PREMIUM ADJUSTMENTS WILL BE REFLECTED ON YOUR BILL ACCOUNT STATEMENT



DECTE 10-21

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.
 Delta House Electric and Motor Rewind, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
 Signature of vendor doing business with the governmental entity: *Fernando Medina*
 Date: 7/12/24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Delta House Electric and Motor Rewind, Inc
Freer, TX United States

Certificate Number:
2024-1186518

Date Filed:
07/11/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-086
Electric Motor Repairs -Utilities Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Guzman, Fernando	Freer, TX United States	X	
	Guzman, Gloria	Freer, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Fernando Guzman
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ 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 SOQ or bid are true.

Fernando Guzman

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

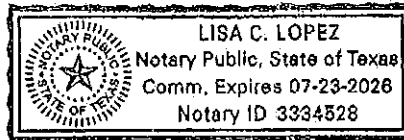
Subscribed and sworn before me this 12 day of July 20 24

Lisa C Lopez

Notary Public

My commission expires:

7-23-2026



Best Value Criteria

Evaluator#1
 Evaluator#2
 Average & Final Scores

Delta House Electric	RAMSA Electric
96.00	95.00
96.00	98.00
96.00	96.50

Water Park

Evaluator#1
 Evaluator#2
 Average & Final Scores

Lewis Electric Motors	Texas Machine Shop Pump Services
80.00	79.00
76.00	71.0
78.00	75.00

City Council

Meeting Date: 8/19/2024

Consent Agenda 40.

SUBJECT

Consideration to award a one-year supply contract with HGAC vendor Core & Main, from San Antonio, Texas not to exceed an annual amount of \$6,858,516.20 for the purchase of Automated Meter Reading (AMR) water meters, registers, and related appurtenances for the Utilities Department. This annual contract shall utilize the HGAC Contract WM09-20. All meters meet NSF Standard 61 Certification and NSF 61 Annex F and G (lead requirements). All meters, registers, and related appurtenances will be ordered on an as-needed basis. The term of this contract shall be for a period of one year beginning on October 1, 2024. Funding will be available in the Waterworks and Sewer Systems Construction Funds.

PREVIOUS COUNCIL ACTION

Authorized participation in HGAC Cooperative Contract Purchasing Program.

BACKGROUND

This one-year contract establishes pricing for the purchase of AMR Mach 10, T-10, and Turbine water meters, registers, and related appurtenances for the Utilities Department. The meters are being transitioned to the Ultra-Sonic Mach 10 meters that have superior accuracy and require zero maintenance. There are no internal moving parts that obstruct the water flow. Meters range in size from 5/8-inch to 8-inch. These meters provide automated meter readings that supply hourly readings, private leaks, no flow, tamper information, and unauthorized usage data. Additional benefits include increased speed to obtain customer information to resolve customer complaints. The amounts indicated in this contract include the quantities for the first year of a four-year meter replacement program as well as the new construction and damaged meters quantities. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Vendor: Core & Main
HGAC Contract: #WM09-20

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year: 2025

Budgeted Y/N?: Yes
Source of Funds: Waterworks & Sewer Systems Construction Funds
Account #: 557-4150-538-8572 & 559-4240-538-8572
Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

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. 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.

557-4150-538-8572: \$3,429,258.10
559-4240-538-8572: \$3,429,258.10

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Core & Main LP - Public Services -- 20-00808

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Core & Main LP, hereinafter referred to as the Contractor, having its principal place of business at 1830 Craig Park Court, St. Louis, MO 63146.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Sep 01 2020 and ends Aug 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Core & Main LP

DocuSigned by:
Signature *Shellie S Rabroker*
515EDA83191F4DF...
Name Shellie S Rabroker
Title Regional Sales Manager
Date 10/6/2020

H-GAC
DocuSigned by:
Signature *[Handwritten Signature]*
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 10/8/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Core & Main LP - Public Services - 20-00808

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
Core & Main LP
Water, Gas, And Electric Meters And Associated Equipment
Contract No. WM09-20

H-GAC Product Code	<u>Item Description</u>	<u>Offered Priced</u>
WM0913A	Residential Metering assemblies pricing catalog Effective 7/1/2019	3.50%
WM0913B	Commercial Metering assemblies pricing catalog Effective 7/1/2019	3.50%
WM0913C	Fire Service Metering assemblies pricing catalog Effective 7/1/2019	3.50%
WM0913D	Accessories pricing catalog: Strainers Effective 7/1/2019	3.50%
WM0913E	Accessories pricing catalog: Tricon System Effective 7/1/2019	3.50%
WM0913F	Accessories pricing catalog: Flosearch Effective 7/1/2019	3.50%
WM0913G	Software ARB N_Sight Mobile pricing catalog Effective 7/1/2019	3.50%
WM0913H	Hand Held Data Collectors pricing catalog Effective 7/1/2019	3.50%
WM0913I	Mobile Data Collectors pricing catalog Effective 7/1/2019	3.50%
WM0913J	AMR Endpoints E-Coder R900 / R900i pricing catalog Effective 7/1/2019	3.50%
WM0913K	Encoders pricing catalog : Ecoder Effective 7/1/2019	3.50%
WM0913L	Encoders pricing catalog : ProRead Effective 7/1/2019	3.50%
WM0913M	AMR Permalog leak monitoring pricing catalog Effective 7/1/2019	3.50%

AMENDMENT No. 2 to CONTRACT No. WM09-20
For
Water, Gas, And Electric Meters And Associated Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Core & Main LP


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through August 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

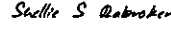
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:


Chuck Wemple, Executive Director
Date: 7/27/2023

Signed for: **Core & Main LP**

Printed Name & Title:

DocuSigned by:


Shellie S Rabroker sr. Regional Sales Mgr.
Date: 7/24/2023



Bid Proposal for Laredo 2025 Fiscal Year Meter Pricing

CUSTOMER	<p>CITY OF LAREDO 5816 DAUGHERTY @ WATER DISTRIBUTION LAREDO, TX 78041</p>	<p>Job Laredo 2025 Fiscal Year Meter Pricing Laredo, TX Bid Date: 03/04/2024 Bid #: 3679647</p>
	<p>Sales Representative Brandon Smith (T) 210-657-1632 (F) 210-657-2321 Brandon.Smith3@coreandmain.com</p>	<p>Core & Main 13790 Judson Rd San Antonio, TX 78233 (T) 2106571632</p>
CONTACT	<p>Pricing valid from 10/01/24 - 09/30/25 *****</p>	
	<p>*****HGAC CONTRACT # WM09-20*****</p>	
NOTES		



Bid Proposal for Laredo 2025 Fiscal Year Meter Pricing

CITY OF LAREDO
Job Location: Laredo, TX
Bid Date: 03/04/2024
Core & Main 3679647

Core & Main
 13790 Judson Rd
 San Antonio, TX 78233
Phone: 2106571632
Fax: 2106572321

Seq#	Qty	Description	Units	Price	Ext Price
10		PRICING 10/01/24 - 09/30/25			
30	17824	5/8X3/4 MACH10 GAL R900I V5 6' ANT EU1B5G1SG89	EA	296.16	5,278,755.84
50	937	3/4 SL MACH10 R900I V5 USG W/6' ANT EU1D5G1SG89	EA	316.11	296,195.07
70	507	1 MACH10 GAL R900I V5 W/6' ANT EU1F5G1SG89	EA	418.74	212,301.18
90	370	1-1/2X13 MACH10 GAL R900I V5 6' ANT EU2A5G1SG89	EA	712.20	263,514.00
110	386	2X15-1/4 MACH10 FLG GAL R900I V5 W/6' ANT EU2G5G1SG89	EA	912.00	352,032.00
130	107	3X17 MACH10 R900I V5 USG W/ 6' ANT EU3B5G1SG89	EA	2,655.85	284,175.95
150	29	4X20 MACH10 R900I V5 USG W/6' ANT EU3D5G1SG89	EA	3,362.95	97,525.55
170	10	6X24 MACH10 R900I V5 USG W/6' ANT EU3F5G1SG89	EA	5,555.62	55,556.20
190	2	8X20 MACH10 R900I V5 USG W/20' ANT EU4A5G1SG90	EA	8,563.74	17,127.48
210	0	10X26 MACH10 R900I V5 USG W/20' ANT EU4B5G1SG90	EA	10,654.54	0.00
230	0	12X19 MACH10 R900I V5 USG W/20' ANT EU4C5G1SG90	EA	12,386.62	0.00
250	0	NEPTUNE 5/8 X 3/4 T10 ED2B21RYMG11S1771 BRZ R900I V5	EA	296.16	0.00
280	0	NEPTUNE 3/4" SL T10 ED2C21RYMG11S1771 BRZ R900I V5	EA	316.11	0.00
310	0	NEPTUNE 1" T10 ED2F21RYMG11S1771 BRZ R900I V5	EA	418.74	0.00
340	0	NEPTUNE 1-1/2 T10 ED2H11RYMG11S1771 BRZ R900I V5	EA	712.20	0.00
370	1	NEPTUNE 2" HP TURBINE ET4ARYMG11S1771 BRZ R900I V5	EA	932.93	932.93
400	1	NEPTUNE 5/8 REGISTER RYM2G11S1771 R900I V5	EA	200.00	200.00
430	1	NEPTUNE 3/4 REGISTER RYM2G11S1771 R900I V5	EA	200.00	200.00
				SUBTOTAL	6,858,516.20

Actual taxes may vary

City Council

Meeting Date: 8/19/2024

Staff Report 41.

City Council

Meeting Date: 8/19/2024

Staff Report 42.

City Council

Meeting Date: 8/19/2024

Staff Report 43.

City Council

Meeting Date: 8/19/2024

Staff Report 44.

SUBJECT

Status report on the successful close-out of the City's third Small Business Grant Program by Lift Fund, Inc. in partnership with the City of Laredo Economic Development Department.

PREVIOUS COUNCIL ACTION

City Council approved a service contract FY23-088 to LiftFund, Inc on November 20, 2023 in the amount of \$500,000 to provide micro-lending services related to grants for qualifying small businesses.

BACKGROUND

This is the 3rd small business grant program that has been sponsored by the City of Laredo in partnership with LiftFund, Inc.

1. First small business grant program (\$1.9M) 2020
2. Second small business grant program (\$2M) 2022
3. Third small business grant program (\$500K) - current

Programs have been funded with CARES and ARPA funding received by the City.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

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:

None.

City Council

Meeting Date: 8/19/2024

Staff Report 45.

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 Council

Meeting Date: 8/19/2024

Staff Report 46.

SUBJECT

Status update on the CARES 3.0 Workforce Skills Development Program between the City of Laredo and Laredo College.

PREVIOUS COUNCIL ACTION

The program was approved by Council on 12/06/21 and provides workforce skills training, development training, and redevelopment training for individuals who may have experience layoff, furlough, or under-employment as a result of the Covid-19 pandemic.

BACKGROUND

Since the beginning of the pandemic, the City has partnered with various agencies including Laredo College, Lift Fund and Workforce Solutions for South Texas to leverage federal, state, and local funds to support economic assistance initiatives and programs in the community. This program is the third program in which the City partners with Laredo College to offer workforce development, skills training, and upskill training for persons who may have had their employment impacted due to the Covid-19 pandemic.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

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:

No financial impact.

City Council

Meeting Date: 8/19/2024

Closed Session 47.

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property, to discuss possible acquisition of real property located on 1600 Clark Blvd, a 1.7709-acre property, and any matter incident thereto.

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

NA

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

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 Council

Meeting Date: 8/19/2024

Closed Session 48.

SUBJECT

Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive request to Project DSV pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

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 Council

Meeting Date: 8/19/2024

Closed Session 49.

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property, to discuss possible acquisition of real property located in Chacon Creek for the U.S. Army Corps of Engineers Chacon Creek Flood Control Project, and any matter incident thereto.

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

None

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:

No financial impact at this time.

City Council

Meeting Date: 8/19/2024

Laredo Mass Transit Board 50.

SUBJECT

Consideration to authorize the purchase of one (1) 2024 Ford F-250 Crew Cab in the amount of \$72,672.00 from Silsbee Ford, Silsbee, Texas through the TIPS USA 210907 Automobiles contract. This vehicle will be an addition to the current Transit maintenance vehicle fleet and will be used to assist buses that breakdown during a route. Funding is available in the Transit Capital Grant - TX-2024-001.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Staff is requesting the addition of a 2024 Ford F-250 utility truck to be used by the maintenance department to assist when a bus breaks down on-route.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this purchase.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Transit Capital Grants
Account #:	518-5172-585-9004
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Transit Capital Grant - TX-2024-001 account.



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO Prepared by: GLEN ANGELLE
 Contact: RON Phone: 409-880-9191
 Email: _____ Email: gangelles.cowboyfleet@gmail.com
 Product Description: 2024 FORD F-250 CREW CAB Date: 7-9-24

A. Bid Item: _____ A. Base Price: \$ 49,555.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		EXT. WHITE	
	6.8L V8 GAS				
	TRAILER TOW	\$ -		REAR CAMERA	
	BRAKE CONTROLLER				
	POWER LOCKS/WINDOWS	\$ -		8 FT. BED	
	CRUISE CONTROL				
	10- SPD AUTO				
	40-20-40 VINYL SEATS				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Unpublished Options

Description	Bid Price	Options	Bid Price
TRUX INSTALL	\$ 22,417.00		

Total of C. Unpublished Options: \$ 22,417.00

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____ \$ -

G. Additional Delivery Charge: 400 miles \$ 700.00

H. Subtotal: \$ 72,672.00

I. Quantity Ordered 1 x H = \$ 72,672.00

J. Trade in: _____ \$ -

K. _____ \$ -

L. Total Purchase Price \$ 72,672.00

ESTIMATE

TRUX Service Body & Rigging
1550 East Cardinal
Beaumont, TX 77705

rhowrance@truxsbr.com
+1 (409) 718-0342



Bill to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Ship to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Estimate details

Estimate no.: 2400
Estimate date: 07/10/2024

#	Product or service	Description	Qty	Rate	Amount
1.	READING 56" CA SOLID TOP	READING 56" CA SRW SOLID TOP WHITE STEEL SERVICE BODY WITH BUMPER AND LED LIGHTING INSTALLED ON SRW FORD F-350 LWB	1	\$10,983.00	\$10,983.00
2.	BEDLINER	HIGH PRESSURE SPRAY IN BEDLINER	1	\$500.00	\$500.00
3.	CAMERA RELOCATION	RELOCATE FACTORY CAMERA	1	\$185.00	\$185.00
4.	HEADACHE RACK	RKI WG49 WHITE STEEL SERVICE BODY HEADACHE RACK INSTALLED	1	\$769.00	\$769.00
5.	AIR COMPRESSOR	CAS 13 HP 30 GALLON TANK AIR COMPRESSOR, STARTER RELOCATOR INSTALLED ON SIDE OF HEADACHE RACK	1	\$4,287.00	\$4,287.00
6.	HOSE REEL	3/8" X 50' AIR HOSE REEL INSTALLED	1	\$681.00	\$681.00
7.	LED WORK LIGHTS	LED WORK LIGHTS INSTALLED TOP REAR OF SERVICE BODY	2	\$164.00	\$328.00
8.	4 CORNER STROBE LIGHTS	AMBER/BLUE STROBE LIGHTS INSTALLED 2 FRONT, 2 REAR	4	\$127.00	\$508.00
9.	LIFTGATE	1300# SERVICE BODY LIFTGATE INSTALLED	1	\$4,176.00	\$4,176.00
10.		ATTN : GLEN ANGELLE CITY OF LAREDO			

Total

\$22,417.00

City Council

Meeting Date: 8/19/2024

Council Item

City Council

Meeting Date: 8/19/2024

Council Item

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Meeting Date: 8/19/2024

Council Item
