City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

REGULAR MEETING AGENDA

A-2024-R-10

Monday, June 24, 2024
5:30 PM

City Council Chambers

City Council

City of Laredo
Regular City Council Meeting
A-2024-R-10
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Minutes of March 18, 2024
Minutes of June 5, 2024
Minutes of June 10, 2024

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.

VI. RECOGNITION

1. Recognition of City of Laredo Employees who celebrated the following "Milestone" Years of Service during the Month of June. **REC.-25**

VII. COMMUNICATIONS

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Vanessa Perez of Louis Ramirez to the Citizens Environmental Advisory Committee. **APPT. - 57**

2. Appointment by Council Member Alyssa Cigarroa of George Altgelt to the Charter Revision Commission. **APPT. - 58**

IX. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 25.00 acres, more or less, as described by metes and bounds in the attached Exhibit “A”, and known as Annexation Tract 1 (Laredo Readiness Center Tract) located east of FM 1472 and **24-1100**

north of Pinto Valle Drive.

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the annexation and initial zoning.

AN-001-2024
District VII - Cm. Vanessa Perez

2. Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 477.8249 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as Annexation Tract 2 (Killam Charco Industrial Tract) located north of Union Pacific Boulevard and west of International Boulevard. **24-1142**

The Planning and Zoning Commission recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty (750) foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty (750) foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

Staff supports the application and does not support the initial zoning of M-1 for the entire 477.8249 acre tract. Staff supports a B-3 zoning designation for an area being a one thousand (1000) foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus and proposed Killam-Charco Elementary School. Furthermore, staff supports an R-1 zoning designation for an area being a one thousand (1000) foot buffer along the northern and eastern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

AN-002-2024
District VI - Cm. David Tyler King

3. Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 10.40 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as Annexation Tract 3 (Terraval Tract) located north of FM 1472 and south of Pinto **24-1146**

Valle Drive.

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.
Staff supports the application and initial zoning.

AN-003-2024
District VII - Cm. Vanessa Perez

4. Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 9.983 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as Annexation Tract 4 (Cabello Recovery Tract) located north of State Highway 359 and east of Camino Nuevo Road. **24-1147**

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.
Staff supports the application and initial zoning.

AN-004-2024
District III - Cm. Melissa R. Cigarroa

5. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the City of Laredo Code of Ordinances Chapter 28, Article IX. - Public Right-of-Way Management, Division 1. - Section 28-165 - Definitions, by deleting definitions Major Projects and Minor Projects; and replacing definitions of Property Frontage Impact Projects, Adjacent Property Frontage Impact Projects, and Curb/Street/Paved Area Impact Projects definitions; and amending Section 28-166 - Utility Planning and Coordination Committee by not requiring Right-of-Way Clearance Letter for Property Frontage Impact Projects, and by requiring Right-of-Way Clearance Letter for Adjacent Property Frontage Impact Projects, and by requiring Right-of-Way Clearance Letter for Curb/Street/Paved Area Impact Projects; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date. **24-100**

6. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the Code of Ordinances Chapter 18, Article V, in order to clarify the need to enforce existing business regulations entitled "Regulation for New Business Registration" and adding Section 18.21 "Registration Requirements for New and Existing Businesses;" adding Section 18.21(a) entitled "Registration Requirements for New Businesses;" adding Section 18.21 (b) entitled "Registration Requirements for Existing Businesses;" and amending Section 18-23 entitled "Application Fee" by increasing the application fee from $50.00 to $200.00 for New Businesses and adding a Technology Fee of $150.00 for New Businesses; and by **24-1005**

clarifying all Businesses, New and Existing require a valid Certificate of Occupancy to operate, providing for publication, providing for a severability clause, and declaring and effective date.

7. A Public Hearing and Introductory ordinance of the City of Laredo, Texas, amending Chapter 21, “Offenses and Miscellaneous provisions,” of the Code of Ordinances by adding article XVI, “Habitual Criminal and Nuisance Properties”; establishing regulations for habitual nuisance properties and establishing a fee schedule for properties deemed a habitual nuisance property. **24-1170**

8. A Public Hearing and Introductory Ordinance of the City of Laredo, Texas, imposing a moratorium on applications and plans for development for permits, plats, verifications, rezonings and site plans for car wash businesses within the corporate city limits of Laredo, Texas; adopting written findings justifying the moratorium. **24-1205**

9. Public Hearing and Introductory Ordinance authorizing the City Manager to accept and enter into a contract amendment from the Texas Department of State Health Services (DSHS) for the IDCU/COVID-19 Grant program, amending the FY2023-2024 budget by appropriating revenues and expenditures in the additional amount of $1,103,507.00, for a total grant award of $5,752,479.00, with no match, for the City of Laredo Public Health Department, and amending the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating two (2) Senior Office Assistant, 202 positions and one (1) Custodian, 201 position for the term period from August 07, 2020 through July 31, 2026. Funding is available in the IDCU/COVID-19 Grant Fund - Public Health Department fund. **24-1182**

10. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Chapter 15, “Health and Sanitation,” Article I “In General” of the Code of Ordinances Section 15-5 “Fees for Influenza, Childhood and Other Immunizations” to update the section title; update fees for vaccines of state programs; include fees for non-state private stock vaccines; providing a severability clause; providing a savings clause; and providing for an effective date. **24-1191**

(Recess)
(Press Availability)

X. INTRODUCTORY ORDINANCES

11. An Ordinance authorizing the City Manager to execute a lease agreement between The Laredo International Airport and Freightsol, LLC, for approximately 157 square feet of office space, suite #130, located at 4719 Maher Avenue, Laredo, Webb County, Texas, on a property legally described as Block no. 1, of the **24-1155**

Subdivision Plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. The proposed lease term is for three (3) years commencing on August 1, 2024 until July 31, 2027. Initial monthly rent shall be $800.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date. There is no financial expenditure impact.

12. An Ordinance authorizing the City Manager to execute a rental car agency concession and lease agreement with Avis Budget Car Rental dba Avis and Budget, for the approximate 165 square feet of office and counter space located in car rental space #2 and 19 parking spaces located at 5210 Bob Bullock Loop at the Laredo International Airport. Lease term is for three (3) years commencing on August 1, 2024, and ending on July 31, 2027. Minimum Annual Guarantee (MAG) shall be $178,905 and rent for leased space shall be $8,393.52 annually; providing for an effective date. There is no financial expenditure impact. **24-1160**

13. An Ordinance authorizing the City Manager to execute an amendment to lease agreement between the City of Laredo, as lessor, and Laredo Aero Center DBA Signature Flight Support, as lessee, approved by Ordinance No. 95-O-156 dated August 8, 1995, and as amended by Ordinance No. 2008-O-031 amending Section 1.01, leases premises, to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher avenue at the Laredo International Airport. Additionally, amending Section 1.03 Rental Obligation, monthly rent shall be reduced from $10,449.89 to $9,965.43. All other terms and conditions remain unchanged and in effect; providing for an effective date. There is no financial expenditure impact. **24-1164**

14. Introductory Ordinance ordering and proclaiming a General City Election to be held on Tuesday, November 5, 2024; for: the Election of City Officials; designating polling places; providing for publication; and authorizing the City Manager to enter into a contract with the Webb County Elections Office / Administrator in the amount of $116,217.07 for the purpose of conducting a joint election with the County of Webb, City of Rio Bravo, Laredo College, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District; and any other matters relating thereto. **24-1210**

15. An Introductory Ordinance authorizing the City Manager to execute all necessary legal documents granting AEP Texas Inc., a 4.818 acre (209,881.82 Sq ft) supplemental easement, conveyed by deed to The City of Laredo, said tract lies wholly within a portion of 106.8704 acres of land, more or less Abstract 296, Porcion 32 A **24-1188**

Trevino Original Grantee and being out of Lot 1, Block 1 of the City of Laredo Landfill., Webb County, Texas. Said easement has an estimated Webb CAD value of $32,531.68. Being more particularly described by Exhibit "A" attached hereto and made part of; providing for an effective date.

XI. SECOND READING

16. An Ordinance authorizing the City Manager to grant a non-exclusive franchise to GPI Equipment Leasing LLC DBA Trash Ninja to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and effective date. **24-1204**

XII. THIRD AND FINAL READINGS

17. An Ordinance authorizing the City Manager to grant a non-exclusive franchise to STX Dump Services to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. **2024-O-121**

XIII. FINAL READING OF ORDINANCES

18. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a tobacco shop (E-Cigarette Sales) on the south 2/3 of Lots 11 and 12, Block 204, Eastern Division and approximately 2,572.12 square feet tract of land, as further described by metes and bounds in attached Exhibit A, located at 1516 South US Highway 83, Suite C (528 square feet). **2024-O-113**

ZC-034-2024
District II

19. Amending the Zoning Ordinance of the City of Laredo by rezoning Lots 1 and 2, Block 201, Eastern Division, located at 1520 South Malinche Avenue, from B-1 (Limited Business District) to B-3 (Community Business District). **2024-O-114**

ZC-043-2024
District II

20. Amending the Zoning Ordinance (Map) of the City of Laredo by **2024-O-115**

authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, San Isidro/McPherson No. 1 Subdivision, located at 9902 McPherson Road, Suites 14 and 15.

ZC-047-2024
District VI

21. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 101, 102, and outdoor patio only (4,758 square feet). **2024-O-116**

ZC-039-2024
District VI

22. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.7479 acres, as further described by metes and bounds in attached Exhibit A, located south of East Ash Street and east of North Smith Avenue, from AG (Agricultural District) to R-1 (Single Family Residential District). **2024-O-117**

ZC-041-2024
District IV

23. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 1431, Eastern Division, located at 1408 South Milmo Avenue, from B-3 (Community Business District) to R-3 (Mixed Residential District). **2024-O-118**

ZC-045-2024
District III

24. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, Unit IV, located at 1701 Jacaman Road, Suite RB1 and outdoor patio only (2,350 square feet). **2024-O-119**

ZC-046-2024
District V

25. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.86 acres and 1.84 acres, as further described by metes and bounds in attached Exhibit A, located at 8301 and 8311 San Dario Avenue from B-3 (Community Business District) to B-4 (Highway Commercial District). **2024-O-120**

ZC-048-2024
District VII

26. Final reading amending ordinance No. 2024-O-095 Chapter 31 (Utilities), Article V (Water Conservation) Section 31-237 to include the City Council in the determination of Stage 4 drought restrictions, Section 31-238 to include a threshold and surcharges when thresholds are exceeded in Stage 3 and 4 drought conditions. Stage 3 and 4 surcharges and thresholds are as follows: **2024-O-122**

Single Family Residential
Stage 3- $10.00 per thousand gallons for customers exceeding 20,000 gallons
Stage 4- $10.00 per thousand gallons for customers exceeding 15,000 gallons

Multi Family Residential
Stage 3- $10.00 per thousand gallons over the threshold. Multifamily thresholds will be determined by multiplying the number of units by 20,000 gallons.
Stage 4- $10.00 per thousand gallons over the threshold. Multifamily thresholds will be determined by multiplying the number of units by 15,000 gallons.

Commercial Irrigation
Stage 3- $10.00 per thousand gallons for customers exceeding 15,000 gallons
Stage 4- $10.00 per thousand gallons for customers exceeding 10,000 gallons

27. An Ordinance authorizing the City Manager to accept and enter into a contract from the Department of Health and Human Services, Children & Youth with Special Health Care Needs Case Management (CYSHCN) Grant, amending the FY2023-2024 City of Laredo Public Health Department budget by appropriating revenues and expenditures in the amount of $88,000.00, with no match for the City of Laredo Public Health Department, and amend the City of Laredo Public Health Department FY2023-2024 Full-Time Equivalent (FTE) position listing by adding one (1) Caseworker, 206 position, with four (4) one-year renewals to include total grant amount of $440,000.00 for the term period from September 01, 2024 through August 31, 2029. **2024-O-123**

XIV. 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

28. Consideration to authorize 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. Funding is available in the Laredo Bridge System Construction Fund. **24-1185**

29. Authorization to reject the inclusion of an intelligent freight system concept to the City's pending presidential permit for the Colombia-Solidarity Bridge due to timing concerns. **24-1235**

COMMUNITY DEVELOPMENT: TINA MARTINEZ DIRECTOR

30. Authorizing the City Manager to amend 3rd Party Funding Hotel/Motel contract with Laredo Heat Youth Soccer, Inc. by changing the original expenses approved that were awarded by City Council on October 2, 2023. **24-1110**

From:
Original Expense Line Budget

Field Rental Fee $24,000.00
Player Registration Expense and Tournament Fees $4,000.00
Game Field and Improvement Expense $2,000.00

To:
Updated Expense Line Budget

Payroll Expense $12,000.00
Game Field and Equipment Expense $8,000.00
Player Registration Expense and Tournament Fees $5,000.00
Field Rental Fee Expense $3,000.00
Referee Fee Expense $2,000.00

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

31. Discussion with possible action to enter into an Agreement with the Laredo PONY Association for sponsorship in an amount not to exceed $60,000.00 of the 2024 Super Regional Baseball Tournament to be held from July 5 through July 7, 2024, and the South Zone Colt & Palomino Tournament Baseball Tournament to be held from July 17 to July 20, 2024, and World Series Bronco & Palomino Baseball Tournament to be held from July 25 to the 29, 2024. It is anticipated that over 80 teams will participate from throughout the United States, Mexico, Europe, and, Asia. Funding is available in the Convention and Visitor's Bureau Fund. **24-1231**

32. Discussion with possible action to initiate a Sister Cities Agreement **24-1238**

with the City of Ciudad Fernandez, San Luis Potosi, Mexico and any matters incident thereto.

DETOXIFICATION CENTER: DR. SAN JUANA VIVIANA MARTINEZ, DIRECTOR

33. 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 12 months, for a total not to exceed $100,000.00. Funding is available in the American Rescue Plan Act Fund. **24-1131**

34. Ratifying the execution of a service agreement between the City of Laredo Detoxification and Ritten Inc. for electronic medical record services for the City of Laredo Detoxification Department. Total contract will be for 30 months, for a total not to exceed $58,200.00. Funding is available in the American Rescue Plan Act Fund. **24-1132**

ECONOMIC DEVELOPMENT: MIRIAM CASTILLO, DIRECTOR

35. A resolution of the City Council of The City of Laredo, Texas authorizing the City Manager to submit a grant application in an amount not to exceed $2,000,000.00 to U.S. Department of Transportation (USDOT), under the 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Grant program for adaptive systems for the City of Laredo Traffic Department. If awarded, grant will allow the use of funding for advanced data technology and applications to provide traffic relief along FM1472 focusing on safety, reliability, resiliency, equity and access, climate change, and integration. The grant program does not require a local match. The grant will be accounted for in the Capital Grants Fund. **2024-R-178**

36. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to approve, enter into a Memorandum of Agreement (MOA), and to execute all relevant documents between the City of Laredo, Texas and Laredo College to provide a Workforce Development and Skills Certificate Program in the areas of Hospitality, HVAC, and Pharmacy Technician. The City appropriated $200,000.00 in funding for this program under the American Rescue Plan Act Fund. **2024-R-200**

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

37. A resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Highway Safety Improvement Program (HSIP), which includes traffic signal improvements at the intersection of McPherson Road and Alta Vista Drive. The project **2024-R-196**

has been awarded federal funds in the amount of $244,525.00 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $25,000.00 Funds are available in General Fund-Traffic Division.

38. Consideration to award a construction contract to the lowest responsible, responsive bidder Capstone Industrial Services, LLC, Lake Jackson, TX, in an amount not to exceed $132,840.00 for FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1 project for the total base bid including a $10,000.00 contingency allowance. The construction contract time for the project is 60 working days. Funding is available in the Community Development Fund - 2020 and 2021 CDBG Grant Years. **24-1116**

1. Capstone Industrial Services, LLC, Lake Jackson, TX
   Total Base Bid Amount $132,840.00
2. ALC Construction Co., Inc, Laredo, TX
   Total Base Bid Amount $152,345.00
3. STX Civil (Texas Guardrail Contractor), Laredo, TX
   Total Base Bid Amount $171,099.30

39. Consideration to award a construction contract to the lowest responsible, responsive bidder Mage 4Group, Ltd. Laredo, Texas, in an amount not to exceed $1,860,521.00 for the FY24-ENG-48 Springfield Avenue Phase 2A project for the total base bid including a $200,000.00 contingency allowance. The construction contract time for the project is 135 working days. Funding is available in the 2019 Certificate of Obligation Bond and 2021 Economic Development Administration Grant. **24-1117**

1. Mage 4Group, Ltd. Laredo, Texas
   Total Base Bid Amount $1,860,521.00
2. Texas Guardrail Contractors LLC, DBA - STX Civil, Laredo, Texas
   Total Base Bid Amount $2,219,080.38

Attached is a letter of recommendation from Gilpin Engineering Company, Laredo, Texas.

40. Consideration for approval of amendment No. 2 an increase of $2,989,739.00 to the professional services contract with RS&H, Inc., San Antonio, Texas, for the Laredo International Airport Terminal Improvements Program. This amendment No. 2 is for design adjustments, construction administration and Periodic on-site observation services, construction materials testing services and direct expenses. Current professional services contract with this amendment is $6,406,480.00. Funding is available in Airport Construction Fund, FAA AIP Grant 102. **24-1189**

41. Consideration for approval of the Laredo International Airport Taxiways G1 and G2 construction as substantially complete and release of a partial retainage payment of the items that are one hundred percent completed and accepted in the amount of $239,072.40 to REIM Construction, Inc., Mission, Texas. Current construction contract amount is $7,969,080.04. Funding is available in the Airport Construction Fund. **24-1190**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

42. Consideration to award annual service contracts FY24-067, Outside Tire Repair Contract to the following vendors: **24-1127**

1). Section I: outside tire repairs for mid-size vehicles:

(a). Toro Automotive, Laredo, Texas in an amount up to $100,000.00
(Primary Vendor);

(b). Border Tire, Laredo, Texas in an amount up to $70,000.00
(Secondary Vendor); and

2). Section II: outside tire repairs for heavy-duty trucks:

(a). Toro Automotive, Laredo, Texas in an amount up to $70,000.00
(Primary Vendor);

(b). Southern Tire Mart, Laredo, Texas in an amount up to $60,000.00 (Secondary Vendor); and

3). Section III: outside tire repairs for industrial sized trucks:

(a). Southern Tire Mart, Laredo, Texas in an amount up to $90,000.00 (Primary Vendor);

(b). T&W Tire LLC., Laredo, Texas in an amount up to $45,000.00
(Secondary Vendor).

All outside tire repair services will be secured on an as needed basis. Although Oyervides Tire Service was low bidder on some sections, they have no established place of business or tire service equipment in Laredo, Texas. 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. This contract can be renewed three additional one year extension periods upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

43. Consideration to renew parts/service contract FY22-088 with Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured 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 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. Funding is available in the Fleet Management Fund. **24-1152**

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

44. Authorizing the City Manager to accept and enter into a continuation contract from the Bexar County Hospital District d/b/a University Health, HEP C - Colonias Advancing and Restoring Esperanza (CARE) Program Grant in the amount of $353,093.00 with no match for the City of Laredo Public Health Department for the term period from June 01, 2024 through May 31, 2025. Funding is available in the HEP C - CARE Program Grant - Public Health Department fund. **2024-R-195**

45. Authorizing the City Manager to submit a grant application to the Texas Health and Human Services (HHS) for the Alzheimer's Disease and Related Dementias (ADRD) Grant, in the estimated amount of $150,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01 ,2024 through August 31, 2025, with up to four (4) one-year renewals through August 31, 2029 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 ADRD Grant - Public Health Department fund. **2024-R-198**

46. Authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services, Tuberculosis (TB) Prevention and Control Grant in the total grant amount of $336,730.00 with an in-kind match of $67,436.00 for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funding is available in the TB Federal Grant and TB Elimination Grant - Public Health Department fund. **2024-R-199**

47. 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**

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

48. Consideration to renew supply contract number FY23-053 with Midas Contractors, Laredo, Texas in the amount of up to $80,000.00 for the purchase of fencing materials for the Parks & Recreation Department. This fencing material shall be purchased on an as needed basis by the Parks and Recreation Department for various city parks. 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 for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the General Fund-Parks Department. **24-1057**

49. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the donation of parkland of 11.1311-Acre Tract of land being Lot 15, Block 10 as per plat recorded in Volume 36, pages 89-90 of the plat records of Webb County, Texas and Lot 1, Block 17 and Lot 1, Block 18 of the Southern Development Unit IV as per plat recorded in volume 38, pages 50-52 of the plat records of Webb County, Texas with an estimated value of $500,899.50 from 359- IP Development, Inc. to develop a city park to serve for recreational parkland purposes in accordance with the land development code. Additionally, 359-IP Development, Inc. has provided improvements for said park in the total amount of $147,370.06 which exceeds the required amount of $110,528.00 as per the attached agreement. Authorizing the execution of warranty deed; and providing for an effective date. **2024-R-184**

50. Consideration to award a three-year contract FY24-070 to Raul Miguel Ramos, Laredo, Texas in an annual amount of $35,000.00 and a three-year total amount of $105,000.00 for professional tennis services for the Parks & Recreation Department. The services requested include that the Tennis Professional shall develop, plan, supervise a tennis program, conduct tennis lessons and clinics. The term of this contract shall be for a period of three years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for one additional three-year extension period, upon mutual agreement of the parties. Funding is available in General Fund-Parks Department. **24-1138**

PLANNING & ZONING: VANESSA GUERRA, ACTING DIRECTOR

51. Consideration to renew a yearly service contract with Avolve Software Corp., Scottsdale, Arizona, in the amount of $119,070.00 for the annual fee of a full deployment version of electronic building permits plan review process management. Avolve Software Corp. is a sole source provider of this software. Service agreement **24-1071**

renewal term June 8, 2024 to June 7, 2025. This agreement is subject to future appropriations and funding is available in the General Fund- Building Services Budget.

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

52. Authorizing the City Manager to ratify the submission of a grant application in the amount of $1,401,606.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The city's local match is $518,328.00 for a total grant amount of $1,919,934.00. Funding is available in the Auto Theft Task Force Fund. **2024-R-192**

53. Authorizing the City Manager to enter into a donation agreement between the City of Laredo, a municipal corporation, and the Explorer Program Post 468, the donee, to provide a donation in the amount $12,590.00 to the donee. This funding will be used towards expenses needed to fully equip and prepare the Explorer Program Post 468 explorers to assist the Laredo community during public events and represent the City of Laredo at area and state competitions. Funding will be available in General Fund. **2024-R-201**

54. Authorizing the City Manager to submit a grant application in the amount of $112,800.00 to the U.S. Department of Justice Programs for the purpose of funding the FY2024 Patrick Leahy Bulletproof Vest Partnership Grant. The funds will be utilized to replace 120 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $56,400.00 with the other 50% of the project being provided by city match. Grant funding will be accounted for in the Special Police Fund. **2024-R-202**

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

55. Motion to approve tax roll adjustments for the month of May 2024. The amounts adjusted represent a decrease of $14,356.18 for prior year taxes and a decrease of $35,771.64 for current year taxes. The aggregate adjustment represents a decrease of $50,127.82. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund. **24-1136**

56. Motion to approve property tax refunds in the amounts of $4,823.84 and $3,417.27 due to overpayments as required by Section 31.11(a) of the Texas Property Tax Code. The total refund in the amount of $8,241.11 will be issued to Lereta, LLC who overpaid on numerous tax accounts that they service. **24-1137**

UTILITIES: ARTURO GARCIA, P.E., DIRECTOR

57. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the conveyance of a 20-foot-wide utility and access easement for water main and/or line(s) from ARMS General, LTD. and AARTI, LLC., being a tract of land of 0.52 acres of land more or less, situated in Lot 16 & 17, Block 2, Laredo Town Center Phase 2, City of Laredo, Webb County, Texas as recorded in Volume 36, Pages 6-7, Webb County Map records. Said 20-foot-wide utility and access easement being more particularly described by metes and bounds in attached Exhibit "A" and depicted on Exhibit "B"; Attached hereto and made part of hereof; Providing for an effective date. Estimated value $56,854.51. **2024-R-173**

58. Consideration to approve a five-year lease agreement contract with Pitney Bowes in the annual amount of $84,495.96 and total five-year amount of $422,479.80 utilizing the Buy Board Cooperative #656-21 for the lease of equipment for processing utility bills and disconnection notices. The term of this contract shall be for a five-year period, with an effective date of October 21, 2024. Funding is available in the Water Works Fund Billing Division. **24-1161**

END OF CONSENT AGENDA

XV. STAFF REPORTS

59. Discussion with possible action regarding the exemption of designated landmarks, and buildings within the Historic Districts from the City of Laredo adopted International Code Council (ICC) codes, and any other matters incident thereto. **24-1232**

60. 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. **24-1268**

61. 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. **24-1267**

XVI. 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.

62. Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive to Clear Choice Hospital LLC pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto. **24-1177**

63. Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive to Project PLM pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto. **24-1180**

64. Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive to Project DSV pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto. **24-1193**

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

65. Authorizing the City Manager to waive bus fares for all El Metro bus services on June 30, 2024, for the 19th Annual National "Dump the Pump" Day. El Metro is teaming up with transportation agencies nationwide to celebrate the 19th Annual National "Dump the Pump" Day on Sunday, June 30, 2024, by offering free rides on all El Metro transit mobility services we offer such as fixed-route services and the El Lift Paratransit services. The day is dedicated to raising community awareness whereas public transportation can save people money, promote walking ability, and reduce the harmful greenhouse gases emitted into our environment. El Metro Operations budget will be used for this event. **2024-RT-22**

XVIII. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

XIX. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

66) A. Request by Mayor Dr. Victor D. Treviño

1. Discussion with possible action to bring forth to the voters in the form of a referendum for the City of Laredo to participate financially in the creation of pediatric intensive care services in our community, and any matters related thereto. **24-C-137**

2. Discussion with possible action to amend ordinance 2019-O-109 specifically section 2-29 5(f) and to make it more consistent with City of Laredo Segal Study and any matters related thereto. **24-C-138**

66) B. Request by Council Member Melissa R. Cigarroa

1. Recognizing Oscar Armando Lopez III for being named a finalist for the 13th UNA-USA Youth Observer to the United Nations role. **REC.-26**

Sponsors: Cm. Alyssa Cigarroa

2. Discussion with possible action on a brief summary of the Drug Enforcement Administration (DEA) Fentanyl Family Summit; and any other matters incident thereto. **24-1262**

3. Discussion with possible action requesting a status update on drivers license requirements that continue to be a barrier for employment; and any other matters incident thereto. **24-C-141**

Sponsors: Cm. Alyssa Cigarroa and Cm. Vanessa Perez

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

1. Discussion with possible action to support the documentary on Laredo native boxer Jennifer " La Traviesa" Lozano, that is representing TEAM USA in the 2024 Olympics with a presentation by Karen Gaytan and any other matters incident thereto. **24-C-142**

Sponsors: Cm. Alyssa Cigarroa

2. Discussion with possible action addressing issues surrounding contractors who dig for fiber optic lines or any other utility and cause damage to existing underground utilities and any other matter incident thereto. **24-C-144**

66) D. Request by Council Member Dr. David Tyler King

1. Discussion with possible action in having the City officially partner with "Business Expo Laredo" in preparation for their event at Sames Auto Arena on August 17-18 in the spirit of promoting local small businesses, and any other matters incident thereto. **24-C-134**

2. Discussion with possible action to pursue incentive packages that the City can offer to help recruit physicians in high demand specialties to Laredo in order to address the critical healthcare shortage and to work with the Laredo Economic Development Corporation's (LEDC's) Healthcare Committee in this effort, and any other matters incident thereto. **24-C-135**

3. Discussion with possible action to upgrade the Marine Workout Station at North Central Park and to work with local Marine Veterans for assistance with its redesign, and any other matters incident thereto. Money would become available in District 6 Park Improvement Fees and/or District 6 Priority Funds. **24-C-136**

66) E. Request by Council Member Vanessa J. Perez

1. Status update on the Fasken Treehouse Project with possible action; and any other matters incident thereto. 24-C-145

66) F. Request by Council Member Alyssa Cigarroa

1. Discussion with possible action to send a resolution to the President of the United States, Congress, and the Federal Communications Commission in support of the refunding of the Affordable Connectivity Program and any other matter incident thereto. 24-C-139

Sponsors: Cm. Melissa Cigarroa and Cm. Dr. David Tyler King

2. Discussion and possible action to partner as a stakeholder with Webb County through Webb County Court-at-Law II. The partnership is to approve a plan of action to apply for a grant through Department of Justice, FY24 Community Courts Initiative to provide in kind match funds not to exceed $150,000.00 for four years. In kind match services may be and not limited to Health Department essential services, Public transit services, public housing services, Police & Fire services, Community Development services, and or other services the City of Laredo might deem reasonable to provide to citizens with family court cases; and any other matters incident thereto. 24-C-140

Sponsors: Cm. Melissa Cigarroa and Cm. Alberto Torres

3. Discussion with possible action authorizing the City Manager to negotiate and execute a license agreement with Coca Cola and Osprey to initiate the Zacate Creek Litter Reduction Project, installing Litter capture devices and tactical cleanup along Zacate Creek and any other matters incident thereto. 24-C-146

Sponsors: Cm. Melissa Cigarroa

66) G. Request by Council Member Gilbert Gonzalez

1. Discussion with possible action to identify all the drainage areas throughout the City of Laredo to determine who is responsible to maintain them and provide a routine schedule and any other matters incident thereto. 24-C-143

XX. 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 Friday, June 21, 2024 at 5:00 p.m.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Recognition 1.**

SUBJECT
Recognition of City of Laredo Employees who celebrated the following "Milestone" Years of Service during the Month of June.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo's "Project Excellence", developed in partnership by the City Managers' Office and the Human Resources Department has made it their goal to celebrate, acknowledge and honor City of Laredo employees for their years of service to the City of Laredo and its citizens.
For the month of June, "Project Excellence", honored 207 employees with Years of Service Recognition. Employees celebrating Milestone years of 5, 10, 15, 20, 25, and 30+ years will receive a special token commemorating this anniversary. Everyone else will receive a certificate.
This evening we are honoring and recognizing the following four (4) employees that celebrated a Milestone Year anniversary of 30+ years during the month of June.

Homero Villa	Solid Waste	30 years of service
Lisa A. Garcia	Health Dept.	31 years of service
Christina Morin	Parks & Rec.	31 years of service
Victor M. Sanchez	Bridge	32 years of service

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Appointment 1.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Appointment 2.**

City Council

Meeting Date: 6/24/2024 **Public Hearing 1.**

SUBJECT
Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 25.00 acres, more or less, as described by metes and bounds in the attached Exhibit “A”, and known as Annexation Tract 1 (Laredo Readiness Center Tract) located east of FM 1472 and north of Pinto Valle Drive.

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the annexation and initial zoning.

AN-001-2024
District VII - Cm. Vanessa Perez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. After the public hearing, the petition shall proceed to City Council for introduction of the ordinance on July 22, 2024.

Tract 1 is as follows:

Voluntary Annexation:
Tract 1 - 25.00 acres, more or less, located east of FM 1472 and north of Pinto Valle Drive.

Petitioner: Texas Department of Transportation.

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024 and recommended approval of the annexation and initial zoning of M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
To conduct the public hearing.

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.

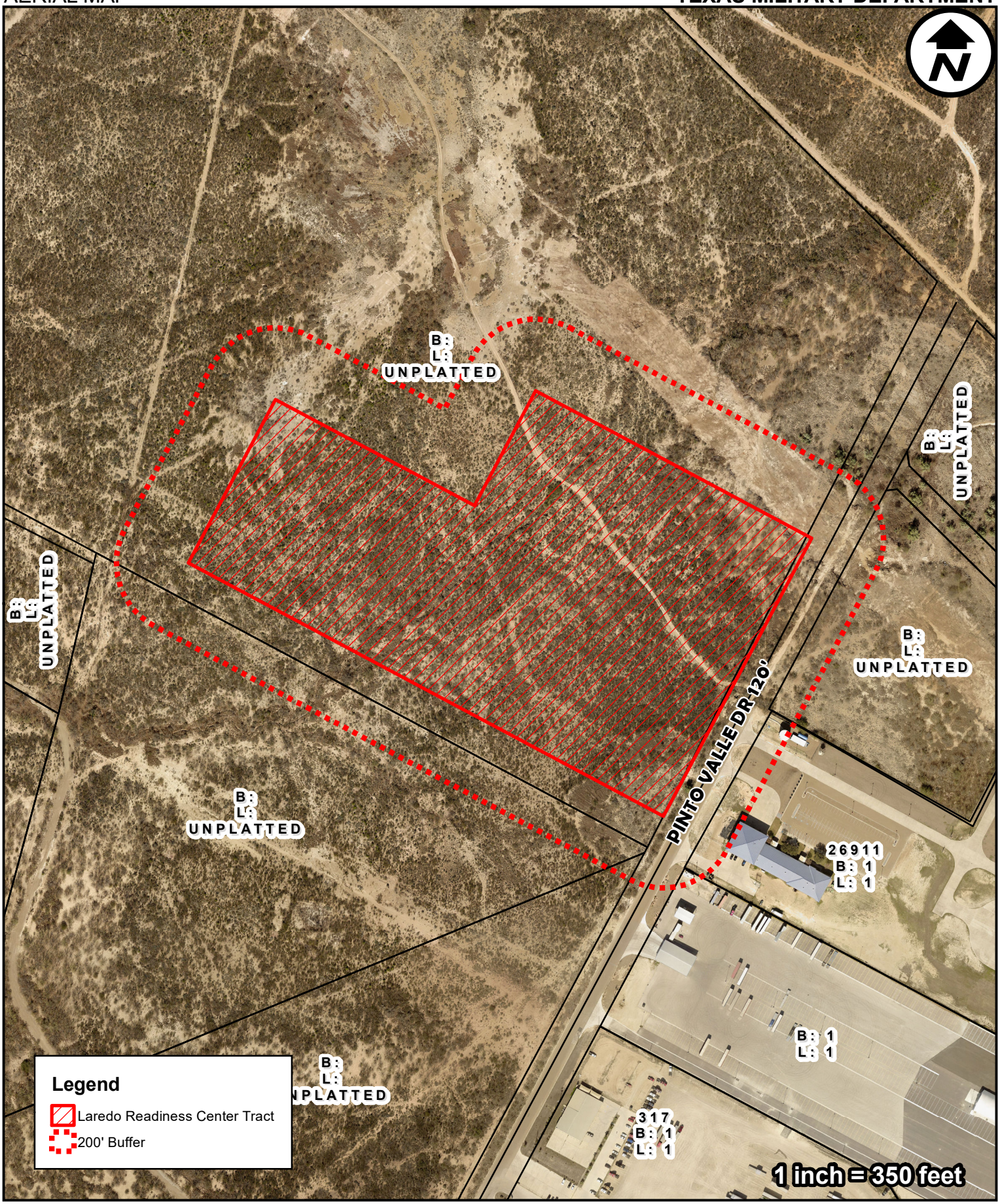
TRACT 1

LAREDO READINESS CENTER

25 ACRES

AERIAL MAP

TEXAS MILITARY DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o. this data indicates your unconditional acceptance of all risks associated with the use of this data.

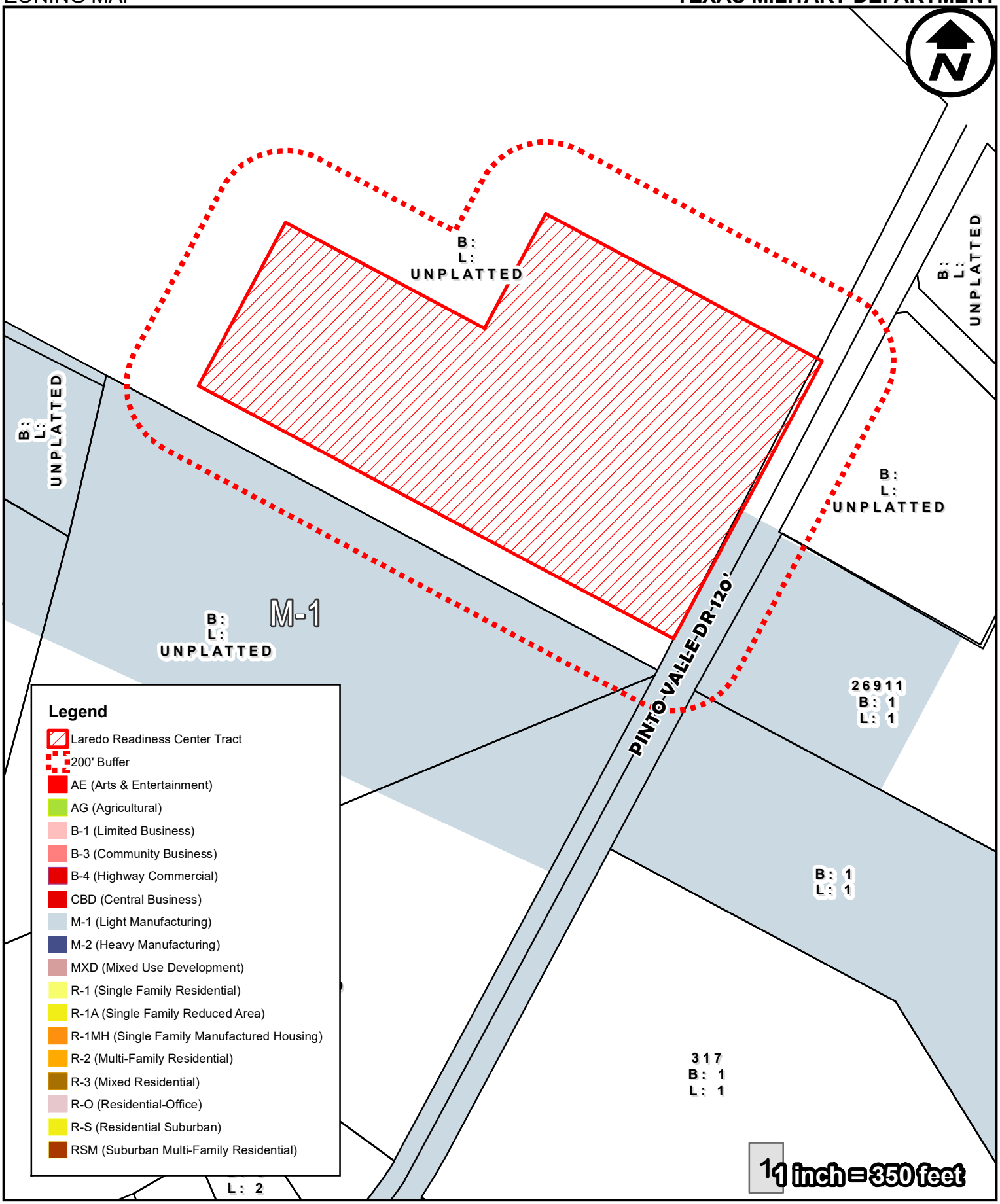
TRACT 1

LAREDO READINESS CENTER

25 ACRES

ZONING MAP

TEXAS MILITARY DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

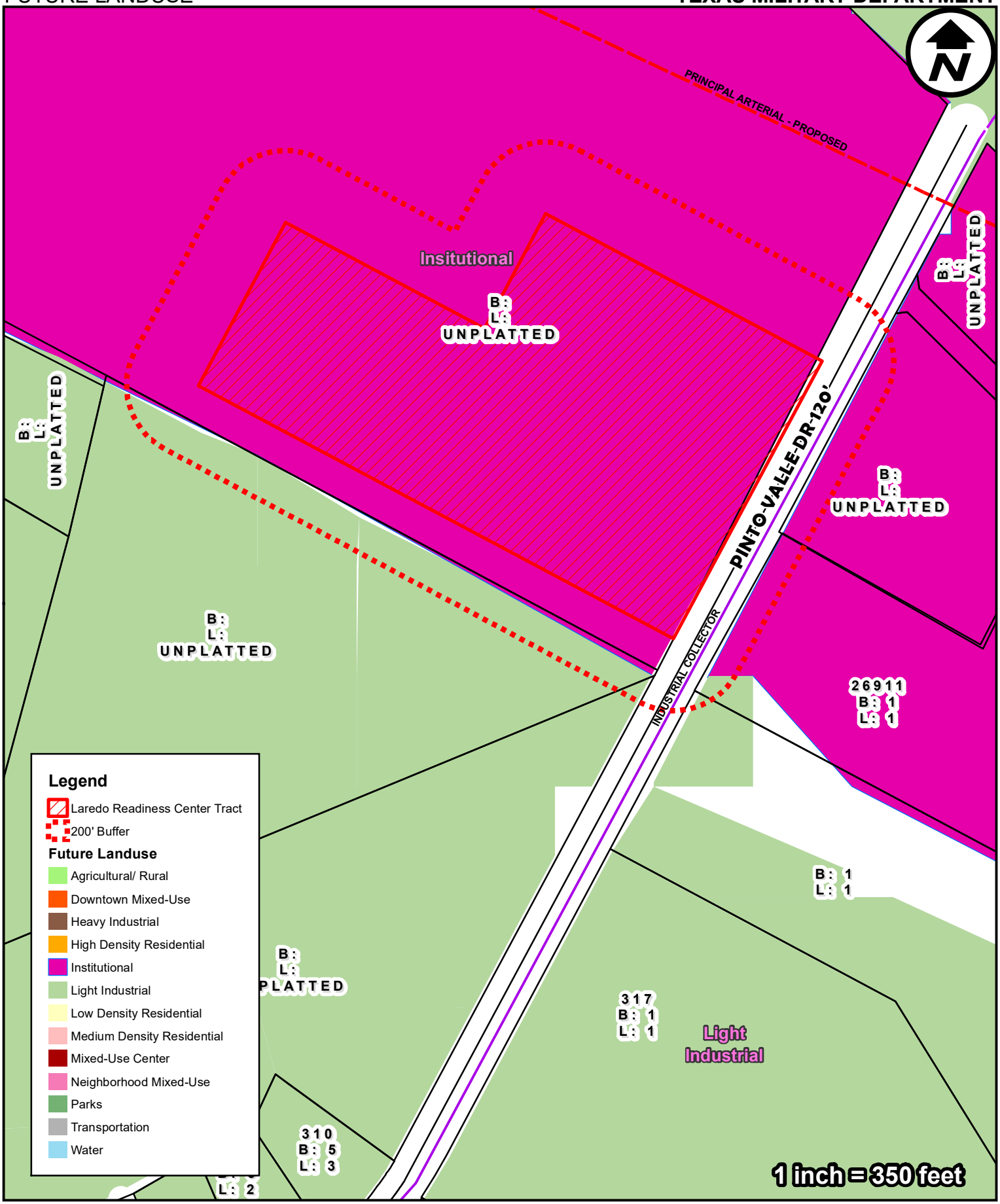
TRACT 1

LAREDO READINESS CENTER

25 ACRES

FUTURE LANDUSE

TEXAS MILITARY DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

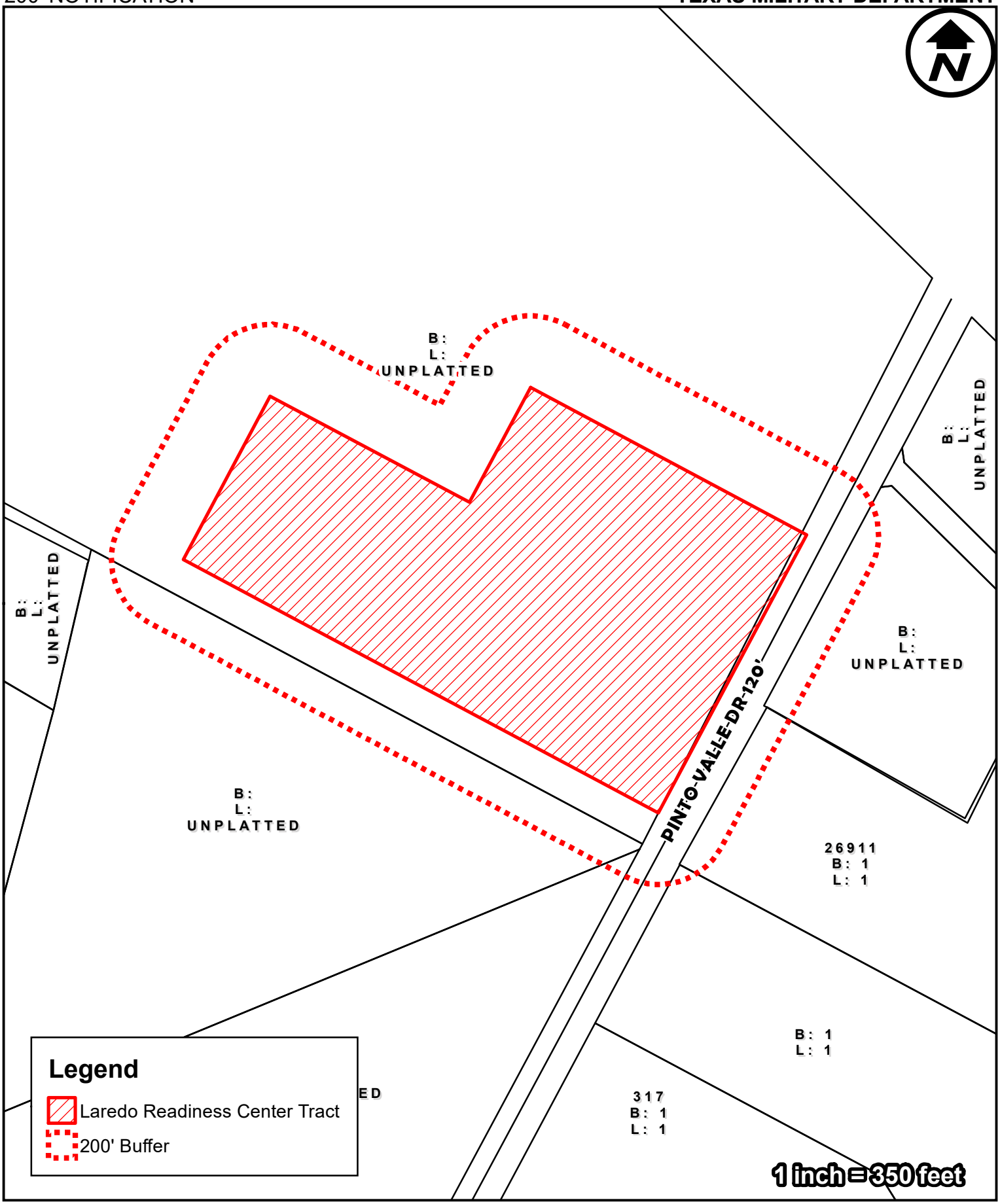
TRACT 1

LAREDO READINESS CENTER

25 ACRES

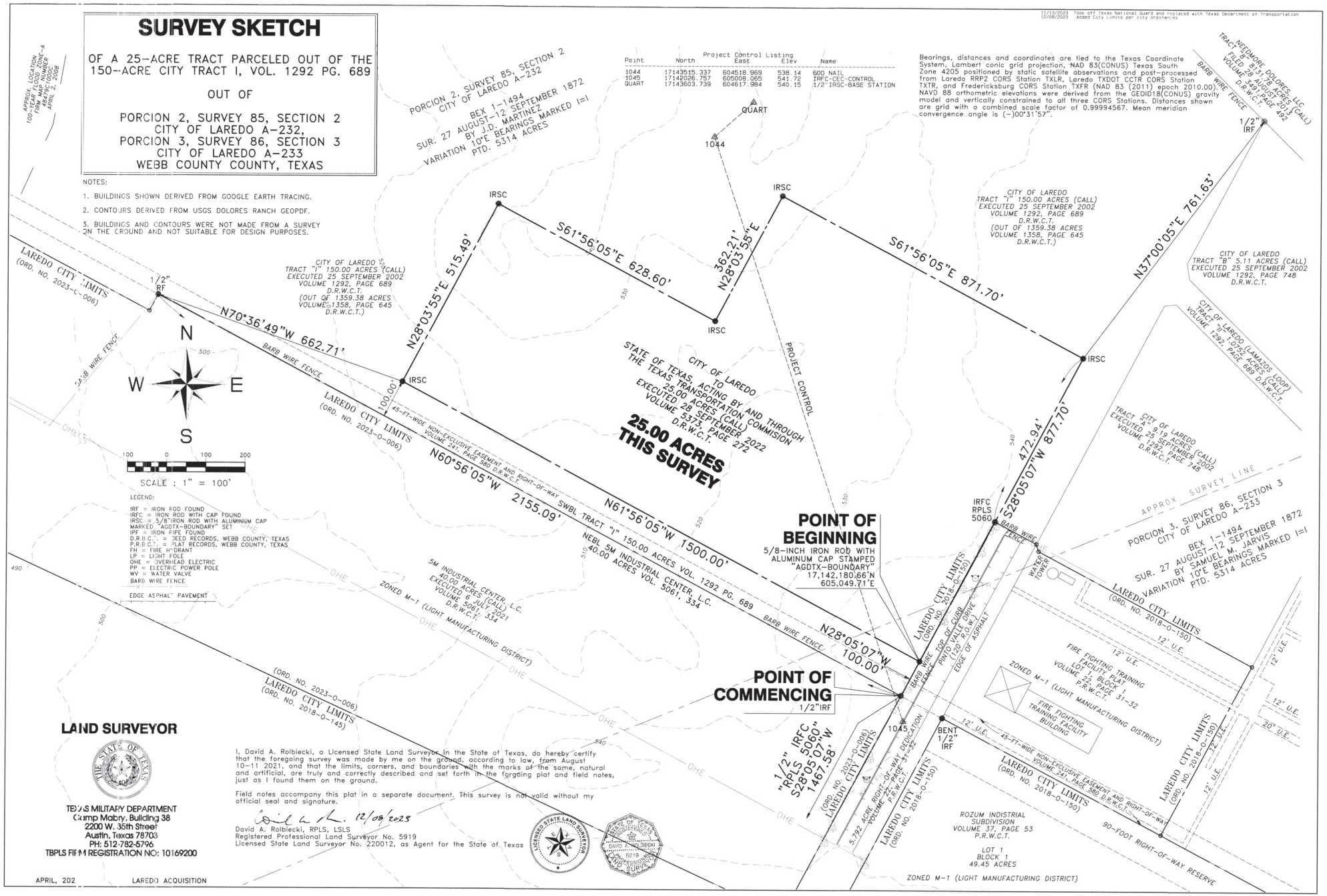
200' NOTIFICATION

TEXAS MILITARY DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.


SURVEY SKETCH
OF A 25--ACRE TRACT PARCELED OUT OF THE 150--ACRE CITY TRACT I, VOL. 1292 PG. 689
OUT OF
PORCION 2, SURVEY 85, SECTION 2
CITY OF LAREDO A-232,
PORCION 3, SURVEY 86, SECTION 3
CITY OF LAREDO A-233
WEBB COUNTY COUNTY, TEXAS
NOTES:
1. BUILDINGS SHOWN DERIVED FROM GOOGLE EARTH TRACING.
2. CONTOURS DERIVED FROM USGS DOLORES RANCH GEOPDF.
3. BUILDINGS AND CONTOURS WERE NOT MADE FROM A SURVEY ON THE CROUND AND NOT SUITABLE FOR DESIGN PURPOSES.
APPROX. LOCATION 100 YEAR FLOOD ZONE-A FIRM PANEL NUMBER 48479C 0005 APRIL 2, 2008
Project Control Listing
Point North East Elev Name
1044 17143515.337 604518.969 538.14 60D NAIL
1045 17142026.757 605008.065 541.72 IRFC-CEC-CONTROL
QUART 17143603.739 604617.984 540.15 1/2"IRSC-BASE STATION
Bearings, distances and coordinates are tied to the Texas Coordinate System, Lambert conic grid projection, NAD 83(CONUS) Texas South Zone 4205 positioned by static satellite observations and post-processed from Laredo RRP2 CORS Station TXLR, Laredo TXDOT CCTR CORS Station TXTR, and Fredericksburg CORS Station TXFR (NAD 83 (2011) epoch 2010.00). NAVD 88 orthometric elevations were derived from the GEOID18(CONUS) gravity model and vertically constrained to all three CORS Stations. Distances shown are grid with a combined scale factor of 0.99994567. Mean meridian convergence angle is (-)00°31'57".
11/13/2023 Took off Texas National Guard and replaced with Texas Department of Transportation
12/08/2023 Added City Limits per city ordinances
PORCION 2, SURVEY 85, SECTION 2 CITY OF LAREDO A-232
BEX 1-1494
SUR. 27 AUGUST-12 SEPTEMBER 1872
BY J.D. MARTINEZ
VARIATION 10°E BEARINGS MARKED !=!
PTD. 5314 ACRES
QUART
1044
IRSC
S61°56'05"E 628.60'
N28°03'55"E 515.49'
362.21'
N28°03'55"E
S61°56'05"E 871.70'
N37°00'05"E 761.63'
1/2" IRF
CITY OF LAREDO TRACT "I" 150.00 ACRES (CALL) EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 689 D.R.W.C.T. (OUT OF 1359.38 ACRES VOLUME 1358, PAGE 645 D.R.W.C.T.)
CITY OF LAREDO TRACT "B" 5.11 ACRES (CALL) EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 748 D.R.W.C.T.
CITY OF LAREDO (LAMAZOS LOOP) TRACT "H" 1.052 ACRES (CALL) VOLUME 1292, PAGE 689 D.R.W.C.T.
TRACT "A" CITY OF LAREDO EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 748 D.R.W.C.T.
NETZMORE-DOLORES, LLC TRACT "B" 81.78 ACRES (CALL) FILED 28 AUGUST 2014 VOLUME 349, PAGE 492 D.R.W.C.T.
BARB WIRE FENCE
LAREDO CITY LIMITS (ORD. NO. 2023-O-006)
1/2" RF
N70°36'49"W 662.71'
5/8" WIRE FENCE
BARB WIRE FENCE
100.00'
45-FT-WIDE NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY VOLUME 241, PAGE 580 D.R.W.C.T.
LAREDO CITY LIMITS (ORD. NO. 2023-O-006)
N60°56'05"W 2155.09'
N61°56'05"W 1500.00'
SWBL TRACT "I" 150.00 ACRES VOL. 1292 PG. 689
NEBL 5M INDUSTRIAL CENTER, L.C. 40.00 ACRES VOL. 5061, 334
CITY OF LAREDO TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISION 25.00 ACRES (CALL) EXECUTED 28 SEPTEMBER 2022 VOLUME 5373, PAGE 272 D.R.W.C.T.
25.00 ACRES THIS SURVEY
PROJECT CONTROL
N
W
E
S
100 0 100 200
SCALE : 1" = 100'
LEGEND:
IRF = IRON ROD FOUND
IRFC = IRON ROD WITH CAP FOUND
IRSC = 5/8"IRON ROD WITH ALUMINUM CAP MARKED "AGDTX-BOUNDARY" SET
IPF = IRON PIPE FOUND
D.R.B.C.T. = DEED RECORDS, WEBB COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS, WEBB COUNTY, TEXAS
FH = FIRE HYDRANT
LP = LIGHT POLE
OHE = OVERHEAD ELECTRIC
PP = ELECTRIC POWER POLE
WV = WATER VALVE
BARB WIRE FENCE
EDGE ASPHAL" PAVEMENT
5M INDUSTRIAL CENTER, L.C. 40.00 ACRES (CALL) EXECUTED 6 JULY 2021 VOLUME 5061, 334 D.R.W.C.T.
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
POINT OF BEGINNING
5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "AGDTX-BOUNDARY"
17,142,180.66'N
605,049.71'E
POINT OF COMMENCING
1/2"IRF
IRFC RPLS 5060
S28°05'07"W 877.70'
472.94'
N28°05'07"W 100.00'
APPROX SURVEY LINE
PORCION 3, SURVEY 86, SECTION 3 CITY OF LAREDO A-233
BEX 1-1494
SUR. 27 AUGUST-12 SEPTEMBER 1872
BY SAMUEL M. JARVIS
VARIATION 10°E BEARINGS MARKED !=!
PTD. 5314 ACRES
BARB WIRE FENCE
WATER TOWER
LAREDO CITY LIMITS (ORD. NO. 2018-O-150)
12' U.E.
FIRE FIGHTING TRAINING FACILITY LOT 1 FACILITY PLAT VOLUME 22, BLOCK 1 PAGE 31-32 P.R.W.C.T.
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
FIRE FIGHTING TRAINING FACILITY BUILDING
20' U.E.
PINTO VALLE DRIVE (120' R.O.W.)
TOP OF CURB
EDGE OF ASPHALT
1/2" IRFC "RPLS 5060" S28°05'07"W 1467.58'
(ORD. NO. 2023-O-006) LAREDO CITY LIMITS
5.782 ACRE RIGHT-OF-WAY DEDICATION VOLUME 222, PAGE 31-32 P.R.W.C.T.
1045
BENT 1/2" IRF
45-FT-WIDE NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY VOLUME 241, PAGE 580 D.R.W.C.T.
90-FOOT RIGHT-OF-WAY RESERVE
ROZUM INDISTRIAL SUBDIVISION VOLUME 37, PAGE 53 P.R.W.C.T.
LOT 1
BLOCK 1
49.45 ACRES
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
LAND SURVEYOR
TEXAS MILITARY DEPARTMENT
Camp Mabry, Building 38
2200 W. 35th Street
Austin, Texas 78703
PH: 512-782-5796
TBPLS FIRM REGISTRATION NO: 10169200
I, David A. Rolbiecki, a Licensed State Land Surveyor in the State of Texas, do hereby certify that the foregoing survey was made by me on the ground, according to law, from August 10-11 2021, and that the limits, corners, and boundaries with the marks of the same, natural and artificial, are truly and correctly described and set forth in the forgoing plat and field notes, just as I found them on the ground.
Field notes accompany this plat in a separate document. This survey is not valid without my official seal and signature.
12/08/2023
David A. Rolbiecki, RPLS, LSLS
Registered Professional Land Surveyor No. 5919
Licensed State Land Surveyor No. 220012, as Agent for the State of Texas
APRIL, 202 LAREDO ACQUISITION

TEXAS MILITARY DEPARTMENT
TEXAS ARMY NATIONAL GUARD
POST OFFICE BOX 5218
AUSTIN, TX 78763-5218
(512) 782-5001

REPLY TO
ATTENTION OF

NGTX-CFM-ES

FIELD NOTES FOR A 25-ACRE TRACT DESCRIBED IN A DEED TO THE STATE OF TEXAS FOR THE USE AND BENEFIT OF THE TEXAS DEPARTMENT OF TRANSPORTATION, VOLUME 5373, PAGE 272, DEED RECORDS, WEBB COUNTY, TEXAS; OUT OF PORCION 2, SURVEY 85, SECTION 2, CITY OF LAREDO A-232 AND PORCION 3, SURVEY 86, SECTION 3, CITY OF LAREDO A-233, WEBB COUNTY, TEXAS,

SITUATED in Webb County, Texas, on the waters of Pinto Valle Creek, a tributary of the Rio Grande, about 16.4 miles N 38-1/2 Deg. W from the courthouse in Laredo, the county seat; out of Porcion 2, Survey 85, Section 2, City of Laredo A-232 and Porcion 3, Survey 86, Section 3, City of Laredo A-233; and being that tract of land surveyed by David A. Rolbiecki, Licensed State Land Surveyor No. 220012 on August 10-11, 2021, and described in a deed to the State of Texas for the Use and Benefit of The Texas Department Of Transportation for 25.00 acres (call), executed on September 28, 2022 and recorded in Volume 5373, Page 272, Deed Records, Webb County, Texas, said 25.00-acre tract was parceled out of that 150-acre City of Laredo Tract I, executed 25 September 2002, and recorded in Volume 1292, Page 689, Deed Records, Webb County, County, Texas; more particularly described below:

Bearings, distances and coordinates are tied to the Texas Coordinate System, Lambert conic grid projection, NAD 83(CONUS) Texas South Zone 4205 positioned by static satellite observations and post-processed from Laredo RRP2 CORS Station TXLR, Laredo TXDOT CCTR CORS Station TXTR, and Fredericksburg CORS Station TXFR (NAD 83 (2011) epoch 2010.00). NAVD 88 orthometric elevations were derived from the GEOID18(CONUS) gravity model and vertically constrained to all three CORS Stations. Distances shown are grid with a combined scale factor of 0.99994567. Mean meridian convergence angle is (-)00°31'57".

COMMENCING at a found 1/2-inch iron rod, marking the SEC of said City of Laredo Tract I common with the NEC of a tract of land

described in a deed to 5M Industrial Center, L.C. for 40.00 acres (call), executed on July 6, 2021 and recorded in Volume 5061, Page 334, Deed Records, Webb County, Texas; and being in the NWRWL of Pinto Valle Drive, a dedicated R.O.W. to the City of Laredo, recorded in Volume 22, Page 31-32, Plat Records, Webb County, County, Texas, whence a found 1/2-iron rod with cap stamped "RPLS 5060" in the NWRWL of said Pinto Valle Drive bears South 28°05'07" West 1467.58 feet;

THENCE North 28°05'07" East with the common line of said Pinto Valle Drive and said City of Laredo Tract I a distance of 100.00 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set(17,142,180.66'N//605,049.71'E), marking the **POINT OF BEGINNING** and SEC of this tract;

THENCE leaving the NWL line of said Pinto Valle Drive and across said City of Laredo Tract I:

North 61°56'05" West 1500.00 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the SWC corner of this tract, whence a found 1/2-iron rod marking an exterior corner of said 5M Industrial Center, L.C. tract, bears North 70°36'49" West 662.71 feet;

North 28°03'55" East 515.49 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking an exterior corner of this tract;

South 61°56'05" East 628.60 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking an interior corner of this tract;

North 28°03'55" East 362.21 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the NWC corner of this tract;

South 61°56'05" East 871.70 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the NEC corner of this tract, whence a found 1/2-iron rod marking the NEC of said City of Laredo Tract I, bears North 37°00'05" East 761.63 feet;

THENCE South 28°05'07" West, at 472.94 feet, pass a found 1/2-iron rod with cap stamped "RPLS 5060" NWC of said Pinto Valle Drive,

and continuing with the NWRWL of said Pinto Valle Drive for a total distance of 877.70 feet to the **POINT OF BEGINNING** and containing 25.00 acres of land.

I, David A. Rolbiecki, Licensed State Land Surveyor in the State of Texas, do hereby certify that the foregoing survey was made by me on the ground, according to law, from August 10-11, 2021, and that the limits, corners, and boundaries with the marks of the same, natural and artificial, are truly and correctly described and set forth in the forgoing plat and field notes, just as I found them on the ground.

12/08/2023

David A. Rolbiecki, RPLS, LSLS
Registered Professional Land Surveyor No. 5919
Licensed State Land Surveyor No. 220012, as Agent for the State of Texas





Texas Military Department
2200 W. 35th Street
Camp Mabry, Austin, TX 78703
512-782-5796
Friday, December 01, 2023 3:16:39 PM

PROJECT: Survey Group\Laredo Land Acquisition\Laredo Land Acquisition.pro

---

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance, or chord bearing and chord lengths as indicated herein.
Boundary Name:

Point Number	Description	Sta	Northing	Easting	Elevation
1	BDY	0+00.00	17142180.6575	605049.7108	
N61°56'05"W 1500.00 ft					
2	BDY	15+00.00	17142886.3733	603726.0926	
N28°03'55"E 515.49 ft					
3	BDY	20+15.49	17143341.2479	603968.6189	
S61°56'05"E 628.60 ft					
4	BDY	26+44.09	17143045.5059	604523.3031	
N28°03'55"E 362.21 ft					
5	BDY	30+06.30	17143365.1244	604693.7147	
S61°56'05"E 871.70 ft					
6	BDY	38+78.00	17142955.0094	605462.9133	
S28°05'07"W 877.70 ft					
1	BDY	47+55.70	17142180.6605	605049.7052	

Closing latitude = 0.00305
Closing departure = -0.00560
Closing bearing = S61°27'15"E
Closing distance = 0.00638
Total traverse length = 4755.70 (4755.70)
Total error of closure = 1/745955
Error of closure in latitude = 1/1561026
Error of closure in departure = 1/849186

Area = 1088995.84 Sq. Ft.
Area = 24.9999 Acres

12/1/2023

LICENSED STATE LAND SURVEYOR
TEXAS
STATE OF TEXAS
REGISTERED
DAVID A. ROLBIECKI
5919
PROFESSIONAL
LAND SURVEYOR

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 1
LAREDO READINESS CENTER TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Marc D. Williams, Executive Director, on behalf of the Texas Department of Transportation, has filed a voluntary petition with the City of Laredo for the annexation of a 25.00 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and the Texas Department of Transportation, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 25.00 acres of land, more or less, belonging to the Texas Department of Transportation.

SERVICE PLAN

A petition for annexation from the Texas Department of Transportation, was received for property designated as "Tract 1 (Laredo Readiness Center Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 100 feet from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal)
Lots over 10,000 sq.ft.	$1,927.12/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,284.68/lot
Lots 1 acre and Fraction:	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal)
Lots over 10,000 sq.ft.	$2,569.51/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50)
More than 5.01 acres	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Tract is subject to participate in applicable Northwest Laredo Wastewater Rehabilitation improvements directly or through LUE fees in proportion to the service area.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

Texas Department of Transportation

By: _____
Marc D. Williams
Executive Director

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Marc D. Williams, Executive Director, on behalf of the Texas Department of Transportation.

_____
Notary Public, State of Texas

ORDINANCE NO. 2024-O-XXX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 25.00 ACRES, MORE OR LESS, LOCATED EAST OF FM 1472 AND NORTH OF PINTO VALLE DRIVE. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 25.00 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

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

TRACT 1: Laredo Readiness Center Tract			Acres:	25.00							
APPLICANT: Texas Department of Transportation											
LOCATION: East of FM 1472 and North of Pinto Valle Drive											
PROPOSED DEVELOPMENT: Armory. Proposed take down: 2024 - 2025											
	2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**Build-out**
Estimated population per development year (not cumulative)	0	0	0	0	0	0	0	0	0	0	0
Total acreage	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	0	0	0	0	0	0	0	0	0	0	0
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	0	0	0	0	0	0	0	0	0	0	0
Garbage Fees	0	0	0	0	0	0	0	0	0	0	0
Stormwater Fees	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440
TOTAL	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440
*Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.											
GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial/industrial properties.											
Police	751	751	751	751	751	751	751	751	751	751	751
Fire & EMS	675	675	675	675	675	675	675	675	675	675	675
Sanitation/Street Maintenance	0	0	95	95	95	95	95	95	95	95	95
TOTAL	1,426	1,426	1,521	1,521	1,521	1,521	1,521	1,521	1,521	1,521	1,521
REVENUES LESS EXPENDITURES	-$1,426	-$1,426	-$81	-$81	-$81	-$81	-$81	-$81	-$81	-$81	-$81
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	0	0	806	822	838	855	872	889	907	925	925
Wastewater System	0	0	609	621	633	646	659	672	686	699	699
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	0	0	776	791	807	823	840	857	874	891	891
Wastewater System	0	0	584	596	607	620	632	645	658	671	671
SYSTEM PROFIT/ (LOSS)	$0	$0	$55	$56	$57	$58	$59	$60	$62	$63	$63
Additional revenues (at proposed rates):		$48,178	for water treatment capacity								
		$48,178	for wastewater treatment capacity								
RECOMMENDATION: Approval											

Meeting Date: 6/24/2024 **Public Hearing 2.**

SUBJECT
Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 477.8249 acres, more or less, as described by metes and bounds in the attached Exhibit “A”, and known as Annexation Tract 2 (Killam Charco Industrial Tract) located north of Union Pacific Boulevard and west of International Boulevard.

The Planning and Zoning Commission recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty (750) foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty (750) foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

Staff supports the application and does not support the initial zoning of M-1 for the entire 477.8249 acre tract. Staff supports a B-3 zoning designation for an area being a one thousand (1000) foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus and proposed Killam-Charco Elementary School. Furthermore, staff supports an R-1 zoning designation for an area being a one thousand (1000) foot buffer along the northern and eastern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

AN-002-2024
District VI - Cm. David Tyler King

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. After the public hearing, the petition shall proceed to City Council for introduction of the ordinance on July 22, 2024.

Tract 2 is as follows:

Voluntary Annexation:
Tract 2 - 477.8249 acres, more or less, located north of Union Pacific Boulevard and west of

International Boulevard.

Petitioner: Radcliffe Killam, II - Killam Ranch Properties, I, LLC

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024, and recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty (750) foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty (750) foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

STAFF RECOMMENDATION
To conduct the public hearing.

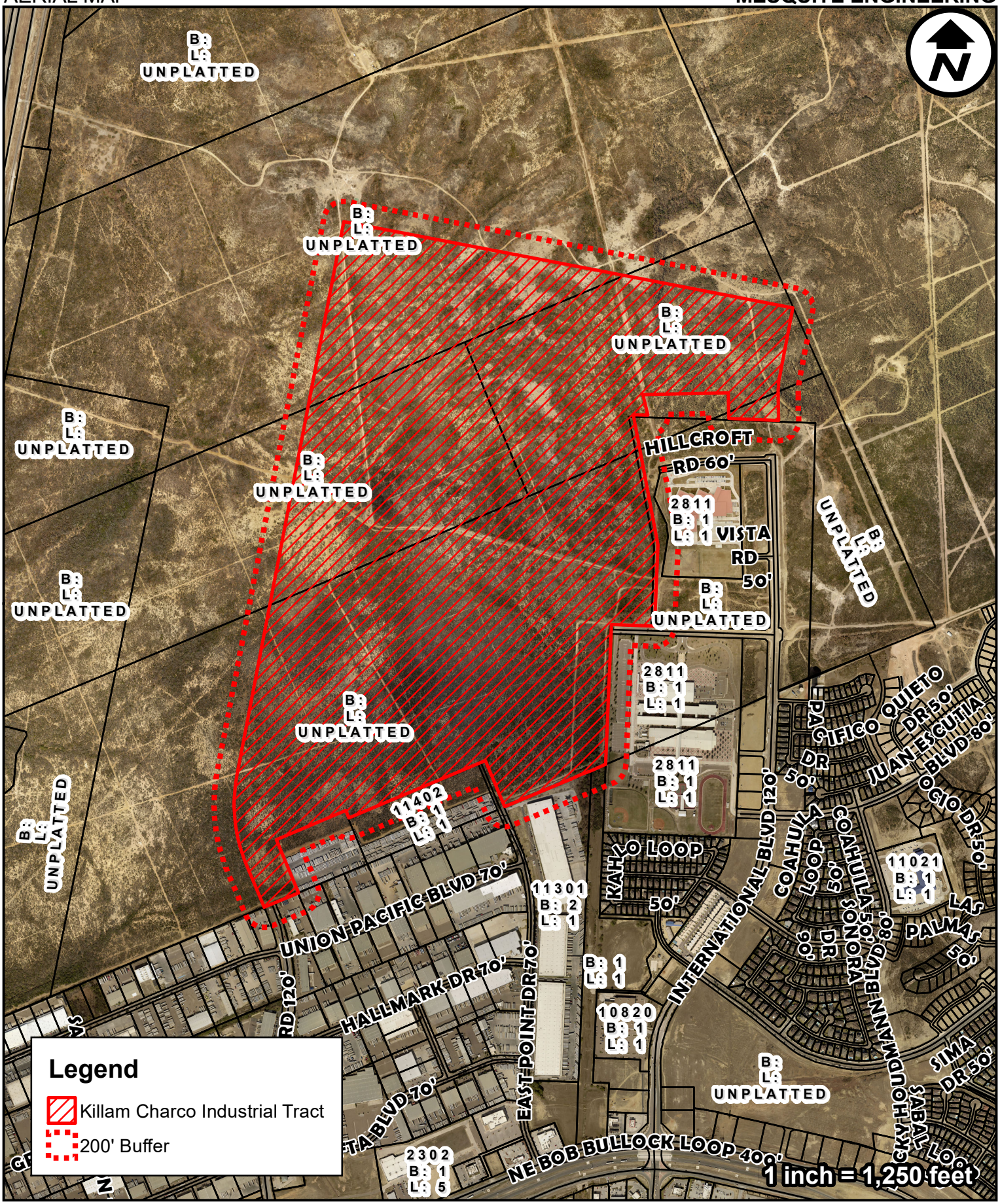
Fiscal Impact

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.

TRACT 2 **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

AERIAL MAP **MESQUITE ENGINEERING**

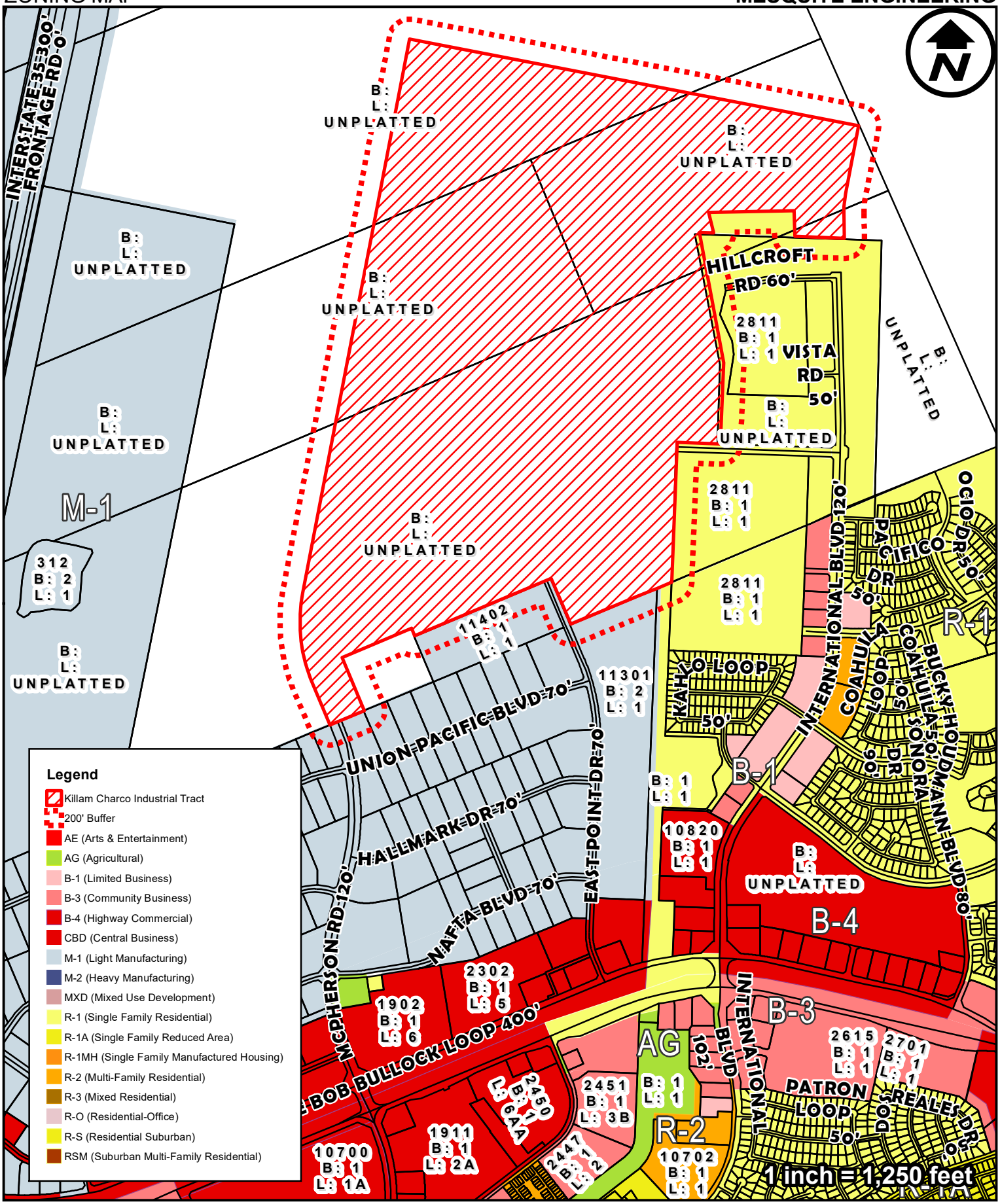


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o. this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 2 **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

ZONING MAP **MESQUITE ENGINEERING**



Legend

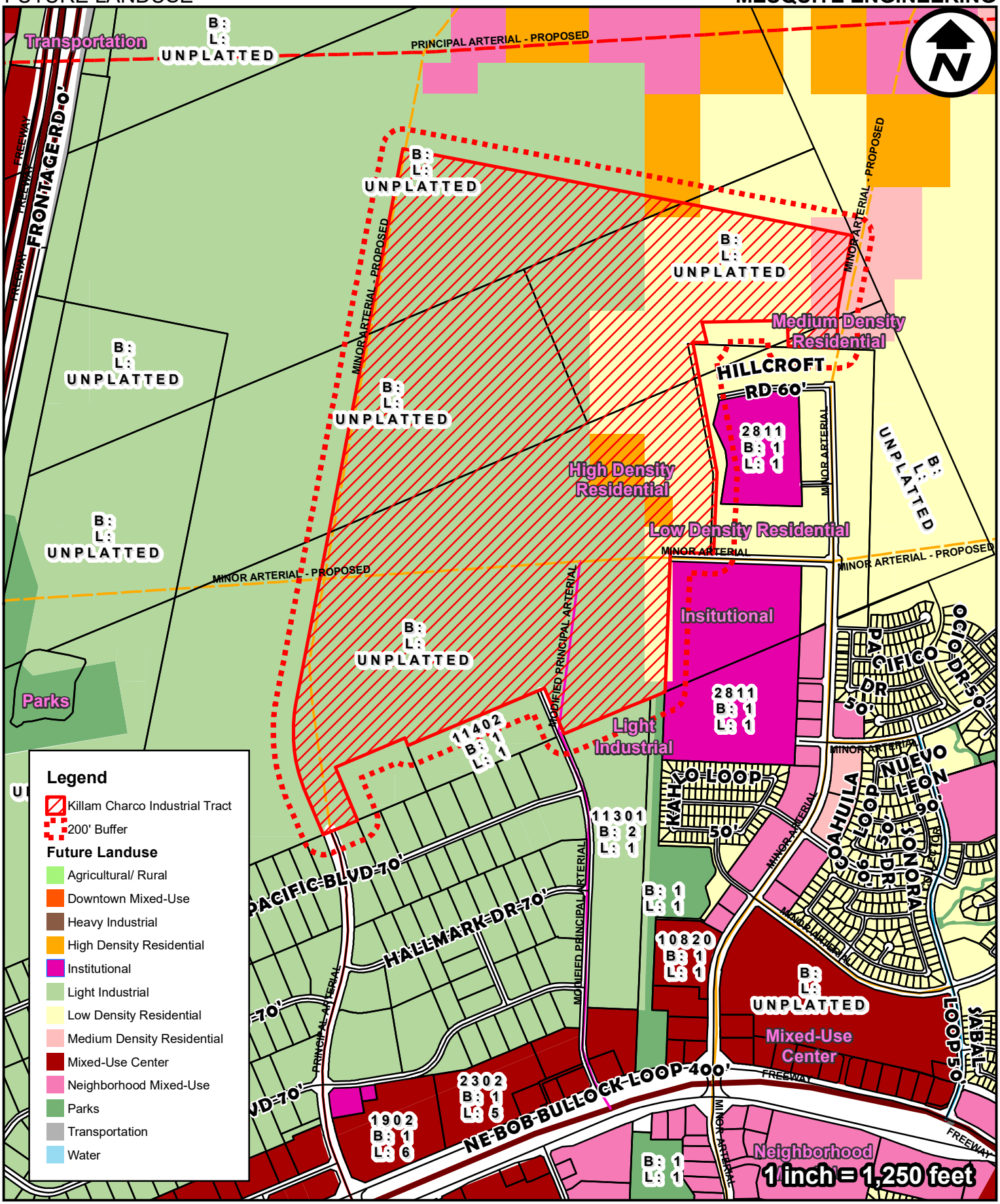
- Killam Charco Industrial Tract
- 200' Buffer
- AE (Arts & Entertainment)
- AG (Agricultural)
- B-1 (Limited Business)
- B-3 (Community Business)
- B-4 (Highway Commercial)
- CBD (Central Business)
- M-1 (Light Manufacturing)
- M-2 (Heavy Manufacturing)
- MXD (Mixed Use Development)
- R-1 (Single Family Residential)
- R-1A (Single Family Reduced Area)
- R-1MH (Single Family Manufactured Housing)
- R-2 (Multi-Family Residential)
- R-3 (Mixed Residential)
- R-O (Residential-Office)
- R-S (Residential Suburban)
- RSM (Suburban Multi-Family Residential)

City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 2 **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

FUTURE LANDUSE **MESQUITE ENGINEERING**

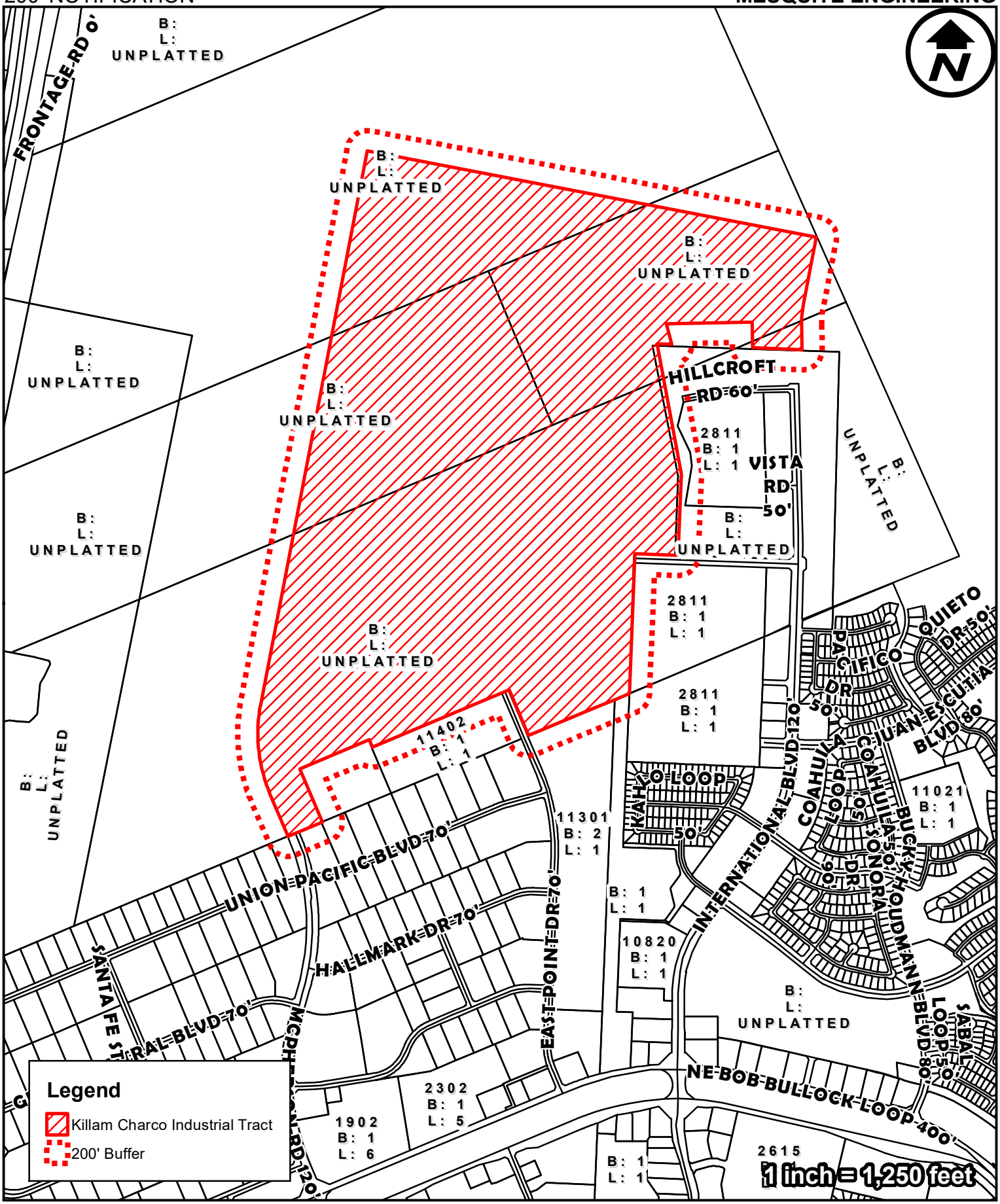


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

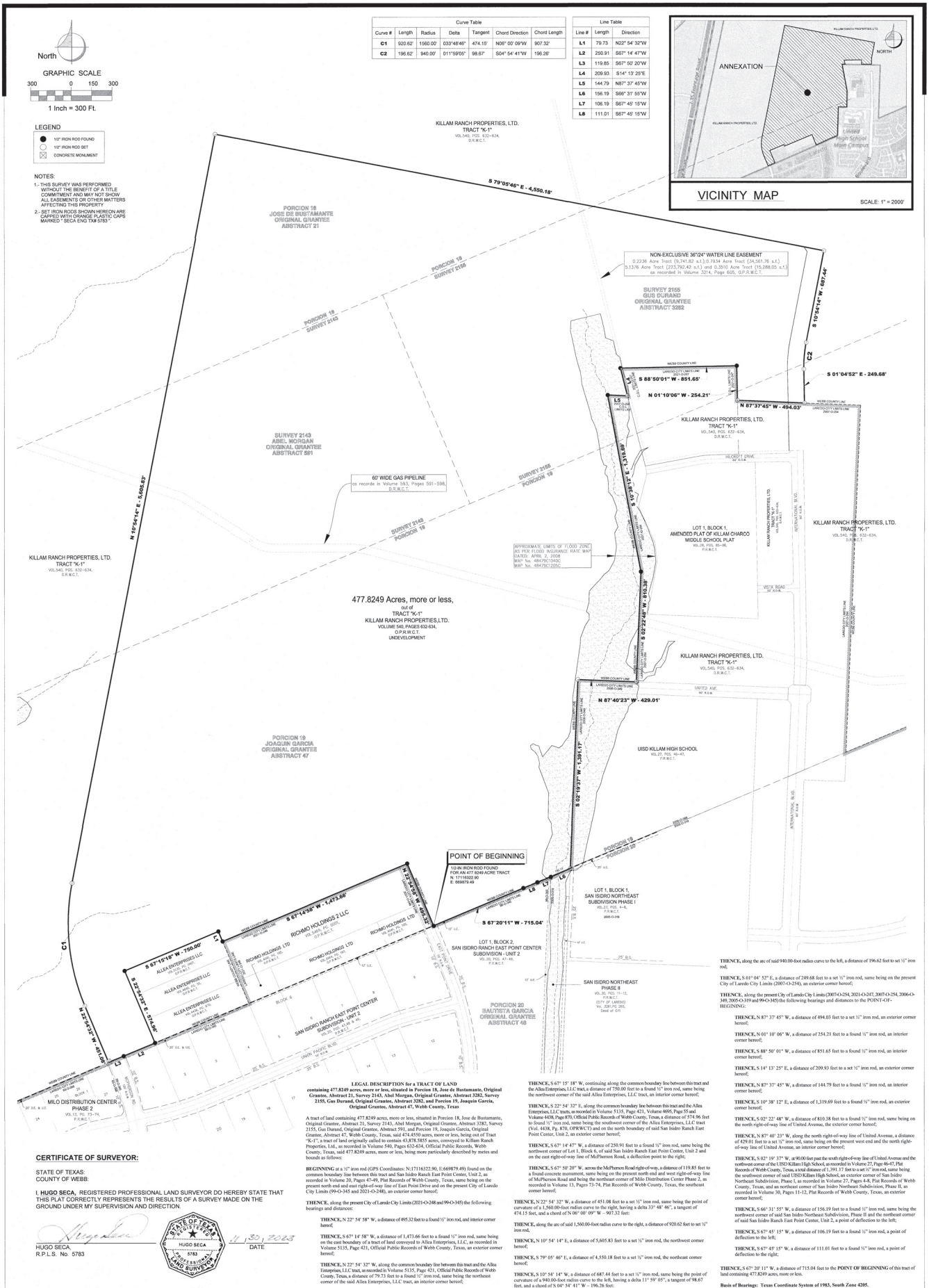
TRACT 2 **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

200' NOTIFICATION **MESQUITE ENGINEERING**



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.



LEGAL DESCRIPTION for a TRACT OF LAND containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas

A tract of land containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 591, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas, said 474.4550 acres, more or less, being out of Tract "K-1", a tract of land originally called to contain 43,878.5855 acres, conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 540, Pages 632-634, Official Public Records, Webb County, Texas, said 477.8249 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-48, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

THENCE, N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

THENCE, S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

THENCE, N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

THENCE, S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

THENCE, S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

THENCE, N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet:

THENCE, along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

THENCE, N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

THENCE, S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

THENCE, S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet:

THENCE, along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod,

THENCE, S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINING:

THENCE, N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

THENCE, S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

THENCE, N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

THENCE, S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

THENCE, S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

THENCE, S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

CERTIFICATE OF SURVEYOR:

STATE OF TEXAS:
COUNTY OF WEBB:

I, **HUGO SECA,** REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

HUGO SECA,
R.P.L.S. No. 5783

STATE OF TEXAS REGISTERED HUGO SECA 5783 PROFESSIONAL LAND SURVEYOR

4 / 30 / 2023
DATE

1 of 1

SHEET No.: 1 of 1
SCALE: 1" = 300'
DATE: 11 - 30 - 2022
DRAWN BY: J.L.B.
CHECKED BY: H.S.
APPROVED BY: H.S.
JOB No.: KILLAM - 2022-04-181

REVISED DATE:

SURVEY PLAT: ANNEXATION SURVEY

KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS. 78041-1934
PHONE: (956) 724-7141

2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

MESQUITE ENGINEERING
1501 MATAMOROS ST - LAREDO, TEXAS 78040
PHONE: (956) 724-7141 TBPE FIRM
REGISTRATION No. F-23558

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1701 JACAMAN ROAD, STE. 11 - LAREDO, TEXAS 78041
OFFICE:(956) 753-3014 * FAX:(855) 316-2265
TBPE FIRM REGISTRATION No. F-10071
TBPLS FIRM REGISTRATION No. 100138-00

LEGAL DESCRIPTION for a TRACT OF LAND
containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas

A tract of land containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 591, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas, said 474.4550 acres, more or less, being out of Tract "K-1", a tract of land originally called to contain 43,878.5855 acres, conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 540, Pages 632-634, Official Public Records, Webb County, Texas, said 477.8249 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-49, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

THENCE, N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

THENCE, S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

THENCE, N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, a distance of 79.73 feet to a found ½" iron rod, same being the northeast corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

THENCE, S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

THENCE, S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

THENCE, N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet;

THENCE, along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

THENCE, N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

THENCE, S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

THENCE, S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet;

THENCE, along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod;

THENCE, S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINING:

THENCE, N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

THENCE, S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

THENCE, N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

THENCE, S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

THENCE, S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

THENCE, S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

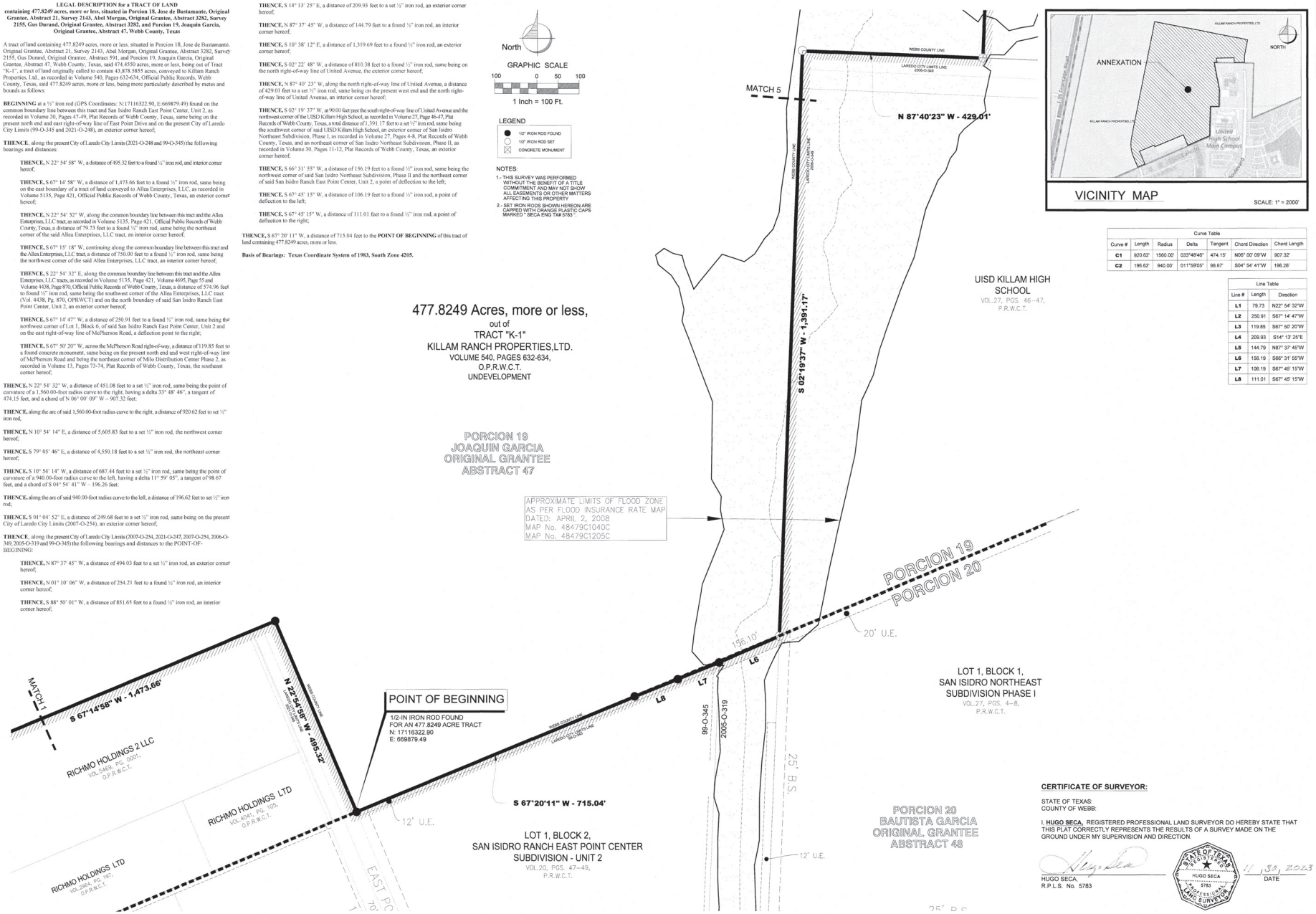
Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

North

GRAPHIC SCALE
100 0 50 100
1 Inch = 100 Ft.

LEGEND
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET
- ☒ CONCRETE MONUMENT

NOTES:
1.- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY
2.- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED " SECA ENG TX# 5783 "



VICINITY MAP
SCALE: 1" = 2000'

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	920.62'	1560.00'	033°48'46"	474.15'	N06° 00' 09"W	907.32'
C2	196.62'	940.00'	011°59'05"	98.67'	S04° 54' 41"W	196.26'

Line Table		
Line #	Length	Direction
L1	79.73	N22° 54' 32"W
L2	250.91	S67° 14' 47"W
L3	119.85	S67° 50' 20"W
L4	209.93	S14° 13' 25"E
L5	144.79	N87° 37' 45"W
L6	156.19	S66° 31' 55"W
L7	106.19	S67° 45' 15"W
L8	111.01	S67° 45' 15"W

CERTIFICATE OF SURVEYOR:

STATE OF TEXAS:
COUNTY OF WEBB:

I, **HUGO SECA,** REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

HUGO SECA,
R.P.L.S. No. 5783

STATE OF TEXAS REGISTERED HUGO SECA 5783 PROFESSIONAL LAND SURVEYOR

11 / 30 / 2023
DATE

SECA ENGINEERING L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1701 JACAMAN ROAD, STE. 11 - LAREDO, TEXAS 78041
OFFICE (956) 753-3614 • FAX (956) 318-2285
E-MAIL: seca.eng@gmail.com
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1001 MATAMOROS ST. - LAREDO, TEXAS 78040
PHONE: (956) 724-7441 TBPE FIRM
REGISTRATION No. F-23556

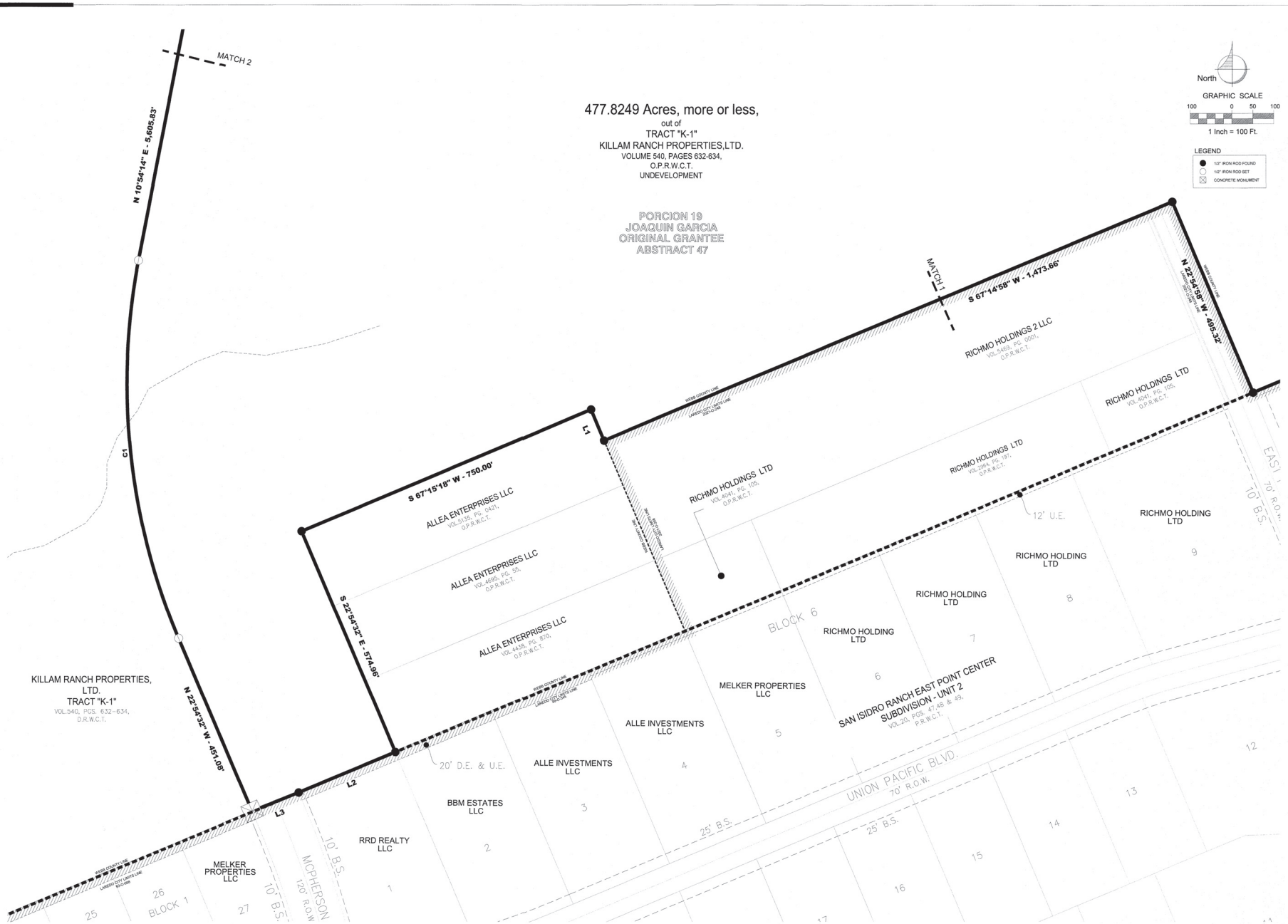
2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

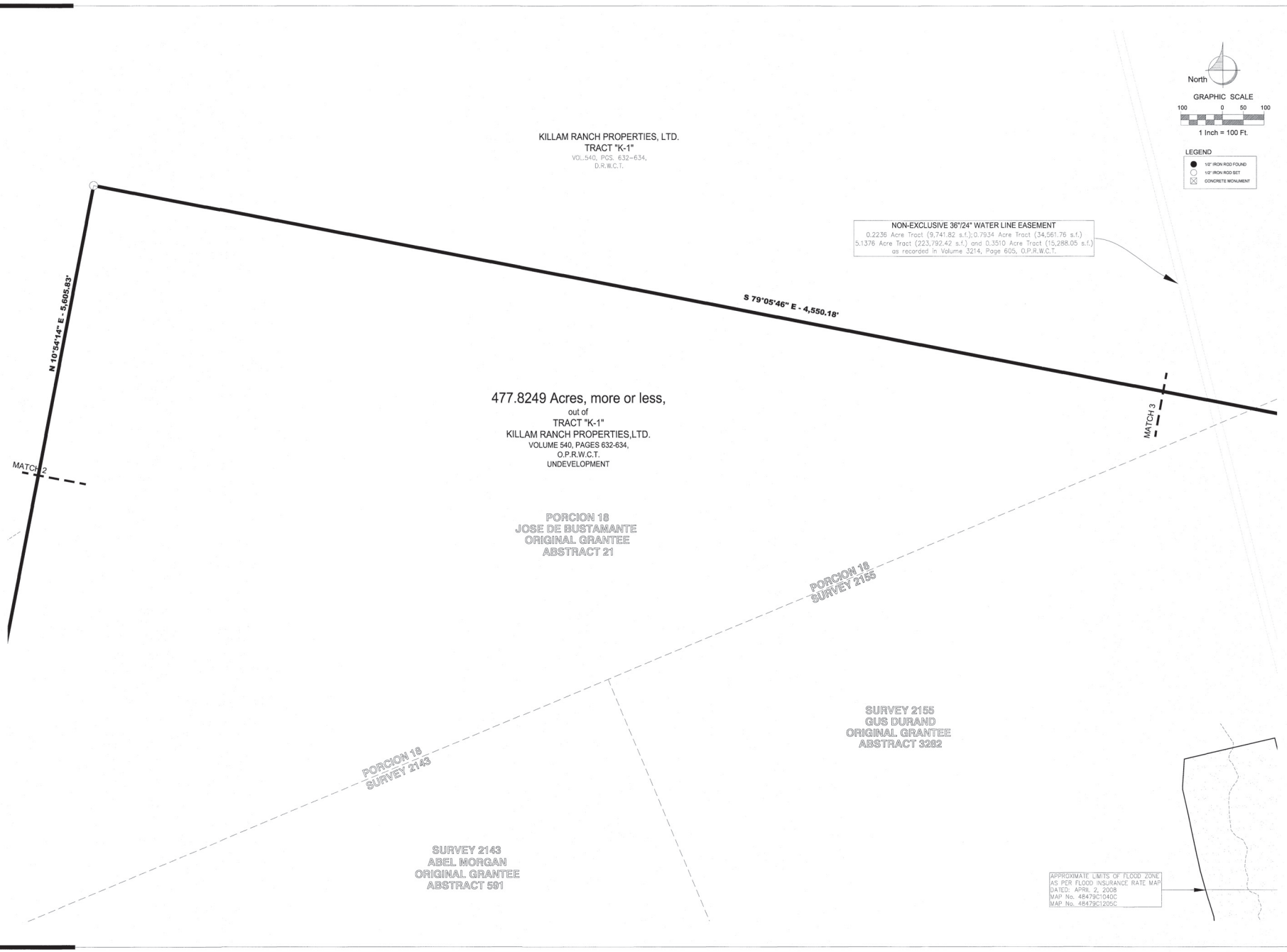
KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD
4220 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1904
PHONE: (956) 724-7441

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB No.:	KILLAM - 2023-K01-S1
FILENAME:	
DATE:	11 - 29 - 2023
SCALE: 24 X 36	1" = 100'
SCALE: 11 X 17	


477.8249 Acres, more or less,
out of
TRACT "K-1"
KILLAM RANCH PROPERTIES,LTD.
VOLUME 540, PAGES 632-634,
O.P.R.W.C.T.
UNDEVELOPMENT
PORCION 19
JOAQUIN GARCIA
ORIGINAL GRANTEE
ABSTRACT 47
North
GRAPHIC SCALE
100 0 50 100
1 Inch = 100 Ft.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD SET
CONCRETE MONUMENT
MATCH 2
MATCH 1
N 10°54'14" E - 5,605.83'
S 67°15'16" W - 750.00'
S 22°54'32" E - 574.96'
N 22°54'32" W - 451.08'
S 67°14'58" W - 1,473.66'
N 22°54'58" W - 495.32'
C1
L1
L2
L3
KILLAM RANCH PROPERTIES, LTD.
TRACT "K-1"
VOL.540, PGS. 632-634,
O.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.5195, PG. 2421,
O.P.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.4958, PG. 55,
O.P.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.4435, PG. 870,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.4041, PG. 105,
O.P.R.W.C.T.
RICHMO HOLDINGS 2 LLC
VOL.5469, PG. 2001,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.4041, PG. 105,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.3984, PG. 197,
O.P.R.W.C.T.
RICHMO HOLDING LTD
RICHMO HOLDING LTD
RICHMO HOLDING LTD
RICHMO HOLDING LTD
MELKER PROPERTIES LLC
ALLE INVESTMENTS LLC
ALLE INVESTMENTS LLC
BBM ESTATES LLC
RRD REALTY LLC
MELKER PROPERTIES LLC
SAN ISIDRO RANCH EAST POINT CENTER SUBDIVISION - UNIT 2
VOL.20, PGS. 47,48 & 49,
P.R.W.C.T.
BLOCK 6
BLOCK 1
20' D.E. & U.E.
12' U.E.
10' B.S.
25' B.S.
EAST 70' R.O.W.
UNION PACIFIC BLVD.
70' R.O.W.
MCPHERSON
120' R.O.W.
WEBB COUNTY LINE
LAREDO CITY LIMITS LINE
2013-O-026



SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1517 JACARANDA ST. • LAREDO, TEXAS 78041
OFFICE (956) 753-3014 • FAX (956) 319-2265
FIRM REGISTRATION No. F-14672
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1551 MATAMOROS ST. • LAREDO, TEXAS 78040
PHONE (956) 724-7141 • FAX (956) 724-7144
REGISTRATION No. F-23566

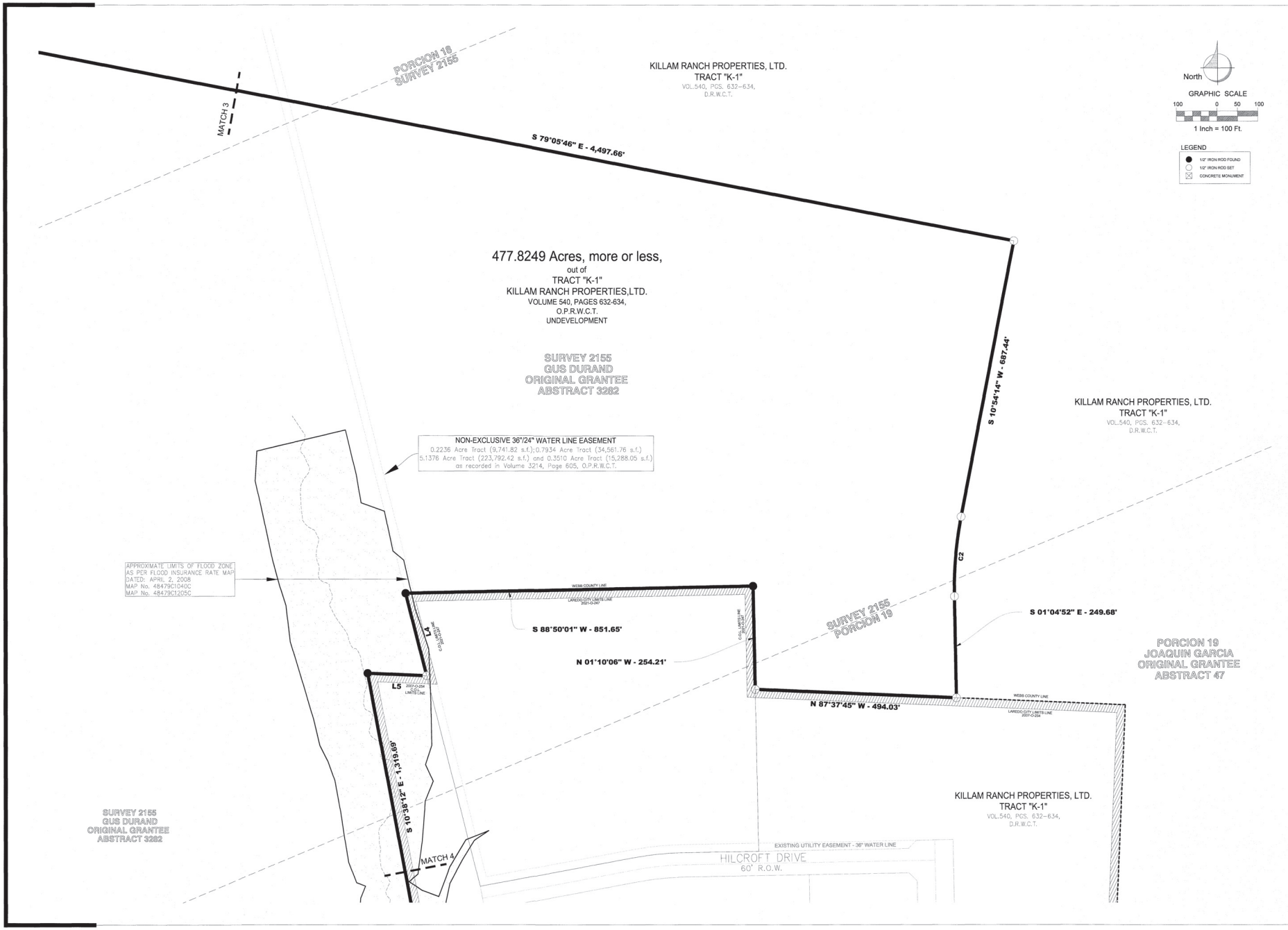
KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1934
PHONE: (956) 724-7141

2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB No:	KILLAM - 2023-K01-S1
FILENAME:	
DATE:	11 - 29 - 2023
SCALE: 24 X 36	HOR: 1" = 100' VER:
SCALE: 11 X 17	HOR: VER:



SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1726 E. HILLSIDE ROAD, LAREDO, TEXAS 78041
OFFICE (956) 753-3014 • FAX (956) 316-2266
TBPE FIRM REGISTRATION No. F-10959
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1501 MATAMOROS ST., LAREDO, TEXAS 78040
PHONE: (956) 724-1984
REGISTRATION No. F-22558

2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

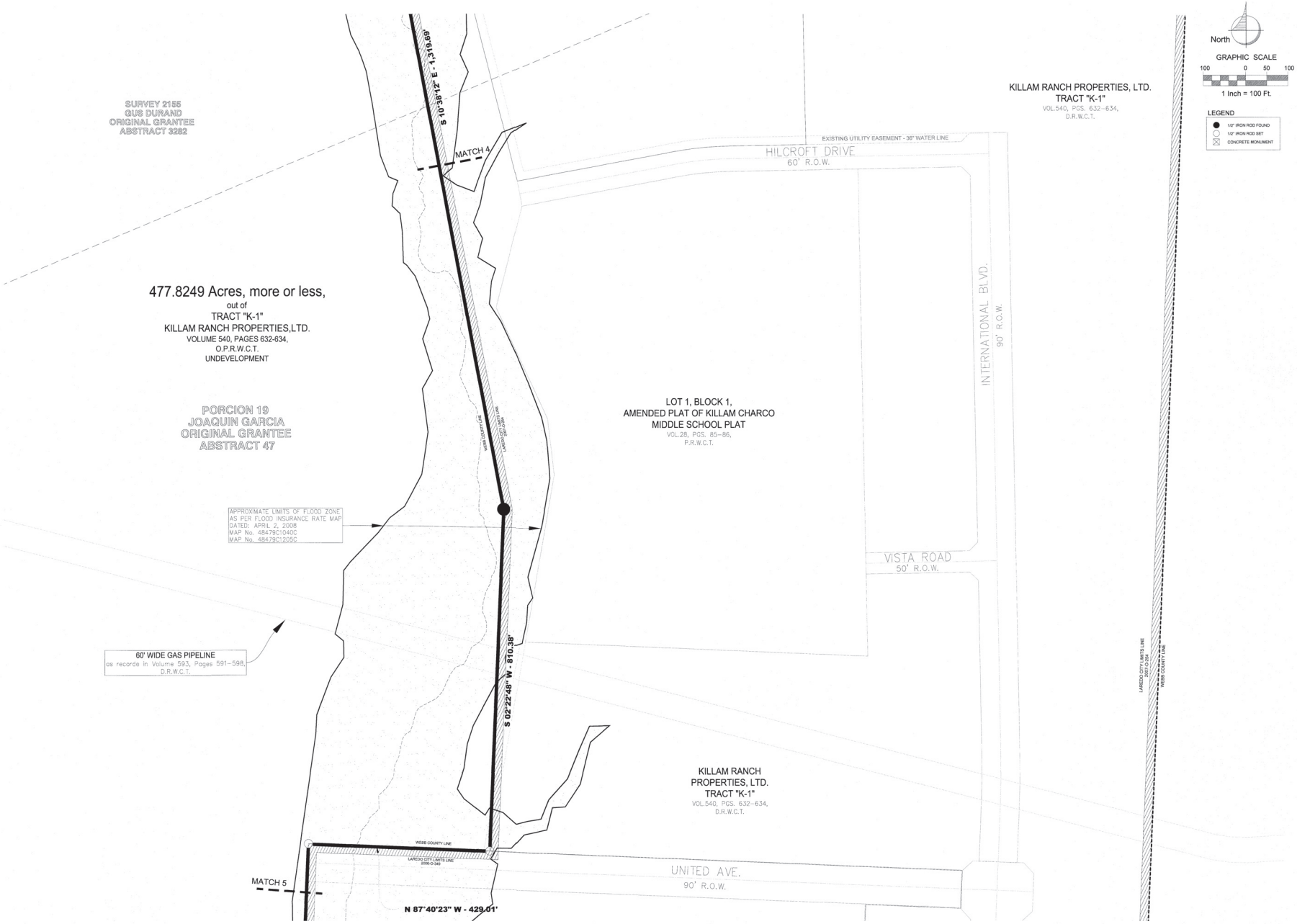
KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS 78041
PHONE: (956) 724-1414

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB No.	KILLAM - 2023-KD1-S1
FILENAME:	
DATE:	11 - 29 - 2023
SCALE: 24 X 36	HOR. 1" = 100'
	VER.
SCALE: 11 X 17	HOR.
	VER.

4 of 5



SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1726 CORPUS CHRISTI ST. • LAREDO, TEXAS 78043
OFFICE (956) 753-3614 • FAX (855) 315-2265
FIRM REGISTRATION No. 10013700
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1501 MATAMOROS ST. • LAREDO, TEXAS 78040
PHONE (956) 237-1345 • FAX (956) 796-8997
REGISTRATION No. F-23598

2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4302 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1934
PHONE: (956) 724-1414

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB No.	KILLAM - 2023-K01-S1
FILENAME	
DATE:	11 - 29 - 2023
SCALE: 24 X 36	HOR. 1" = 100'
	VER.
SCALE: 11 X 17	HOR.
	VER.

5 of 5

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 Jacaman Rd., Suite #11
Laredo, TX 78041
(956) 235-1594
TXLS Firm Registration # 100138-00

LEGAL DESCRIPTION for a TRACT OF LAND
containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas

A tract of land containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 591, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas, said 474.4550 acres, more or less, being out of Tract "K-1", a tract of land originally called to contain 43,878.5855 acres, conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 540, Pages 632-634, Official Public Records, Webb County, Texas, said 477.8249 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-49, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

THENCE, N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

THENCE, S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

THENCE, N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, a distance of 79.73 feet to a found ½" iron rod, same being the northeast corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

THENCE, S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

THENCE, S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

THENCE, S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

THENCE, N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet:

THENCE, along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

THENCE, N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

THENCE, S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

THENCE, S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet:

THENCE, along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod;

THENCE, S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

THENCE, along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINING:

THENCE, N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

THENCE, N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

THENCE, S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

THENCE, N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

THENCE, S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

THENCE, S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

THENCE, S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

THENCE, S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

STATE OF TEXAS
COUNTY OF WEBB

I, Hugo Seca, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Legal Description and the Plat of Survey attached are true and correct and were prepared from record information and from an actual survey on the ground made under my supervision.

Executed this 29th day of November, 2023.

Hugo Seca, RPLS No. 5783 – Texas



KILLAM CHARCO TRACT III - ANNEXATION 2024

Prepared by:
Jose L Benavides
MESQUITE ENGINEERING
1501 Matamoros St.
Date: 11/28/2023

Parcel Name: KC-Tract III

North: 17,116,322.8962' East: 669,879.4930'

Segment# 1: Line
Course: N22° 54' 57.93"W Length: 495.320'
North: 17,116,779.1236' East: 669,686.6240'

Segment# 2: Line
Course: S67° 14' 57.76"W Length: 1,473.662'
North: 17,116,209.2276' East: 668,327.6176'

Segment# 3: Line
Course: N22° 54' 31.96"W Length: 79.729'
North: 17,116,282.6680' East: 668,296.5818'

Segment# 4: Line
Course: S67° 15' 17.99"W Length: 750.000'
North: 17,115,992.6951' East: 667,604.9058'

Segment# 5: Line
Course: S22° 54' 32.00"E Length: 574.961'
North: 17,115,463.0841' East: 667,828.7190'

Segment# 6: Line
Course: S67° 14' 46.85"W Length: 250.907'
North: 17,115,366.0406' East: 667,597.3396'

Segment# 7: Line
Course: S67° 50' 20.34"W
North: 17,115,320.8323'
Length: 119.849'
East: 667,486.3442'

Segment# 8: Line
Course: N22° 54' 32.00"W
North: 17,115,736.3334'
Length: 451.080'
East: 667,310.7537'

Segment# 9: Curve
Length: 920.622'
Delta: 33.8127 (d)
Chord: 907.320'
Course In: N67° 05' 28.00"E
RP North: 17,116,343.5897'
End North: 17,116,638.6792'
Radius: 1,560.000'
Tangent: 474.152'
Course: N6° 00' 09.22"W
Course Out: N79° 05' 46.45"W
East: 668,747.7087'
East: 667,215.8725'

Segment# 10: Line
Course: N10° 54' 13.55"E
North: 17,122,143.3061'
Length: 5,605.833'
East: 668,276.2716'

Segment# 11: Line
Course: S79° 05' 46.45"E
North: 17,121,282.5949'
Length: 4,550.177'
East: 672,744.3010'

Segment# 12: Line
Course: S10° 54' 13.55"W
North: 17,120,607.5647'
Length: 687.441'
East: 672,614.2647'

Segment# 13: Curve
Length: 196.623'
Delta: 11.9848 (d)
Chord: 196.265'
Course In: S79° 05' 46.45"E
RP North: 17,120,429.7544'
End North: 17,120,412.0205'
Radius: 940.000'
Tangent: 98.672'
Course: S4° 54' 40.99"W
Course Out: S88° 55' 08.42"W
East: 673,537.2942'
East: 672,597.4615'

Segment# 14: Line
Course: S1° 04' 51.58"E
North: 17,120,162.3800'
Length: 249.685'
East: 672,602.1720'

Segment# 15: Line
Course: N87° 37' 45.08"W
North: 17,120,182.8164'
Length: 494.032'
East: 672,108.5629'

Segment# 16: Line
Course: N1° 10' 06.29"W
North: 17,120,436.9775'
Length: 254.214'
East: 672,103.3792'

Segment# 17: Line
Course: S88° 50' 01.06"W
North: 17,120,419.6417'
Length: 851.651'
East: 671,251.9046'

Segment# 18: Line
Course: S14° 13' 25.47"E
North: 17,120,216.1483'
Length: 209.929'
East: 671,303.4861'

Segment# 19: Line
Course: N87° 37' 45.08"W
North: 17,120,222.1376'
Length: 144.786'
East: 671,158.8240'

Segment# 20: Line
Course: S10° 38' 11.77"E
North: 17,118,925.1201'
Length: 1,319.693'
East: 671,402.4120'

Segment# 21: Line
Course: S2° 22' 47.79"W
North: 17,118,115.4421'
Length: 810.377'
East: 671,368.7604'

Segment# 22: Line
Course: N87° 40' 22.65"W
North: 17,118,132.8613'
Length: 429.010'
East: 670,940.1041'

Segment# 23: Line
Course: S2° 19' 37.13"W
North: 17,116,742.8405'

Length: 1,391.168'
East: 670,883.6195'

Segment# 24: Line
Course: S66° 31' 55.29"W
North: 17,116,680.6404'

Length: 156.189'
East: 670,740.3500'

Segment# 25: Line
Course: S67° 45' 15.20"W
North: 17,116,640.4393'

Length: 106.189'
East: 670,642.0648'

Segment# 26: Line
Course: S67° 45' 15.20"W
North: 17,116,598.4135'

Length: 111.009'
East: 670,539.3184'

Segment# 27: Line
Course: S67° 20' 11.38"W
North: 17,116,322.8962'

Length: 715.038'
East: 669,879.4930'

Perimeter: 23,399.174'
Error Closure: 0.0011
Error North : 0.00024

Area: 20,814,051.87Sq.Ft.
Course: N77° 20' 30.73"W
East: -0.00109

Precision 1: 21,271,976.364



CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 2
KILLAM CHARCO INDUSTRIAL TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Radcliffe Killam, II, on behalf of Killam Ranch Properties, Ltd., has filed a voluntary petition with the City of Laredo for the annexation of a 477.8249 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Killam Ranch Properties, Ltd, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 477.8249 acres of land, more or less, belonging to Killam Ranch Properties, Ltd.

SERVICE PLAN

A petition for annexation from Killam Ranch Properties, Ltd., was received for property designated as "Tract 2 (Killam Charco Industrial Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 0.5 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal)
Lots over 10,000 sq.ft.	$1,927.12/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,284.68/lot
Lots 1 acre and Fraction:	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal)
Lots over 10,000 sq.ft.	$2,569.51/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50)
More than 5.01 acres	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

Killam Ranch Properties, Ltd.

By: _____
Radcliffe Killam, II
Authorized Representative

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Radcliffe Killam, II, on behalf of Killam Ranch Properties, Ltd.

_____
Notary Public, State of Texas

ORDINANCE NO. 2024-O-XXX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 477.8249 ACRES, MORE OR LESS, LOCATED NORTH OF UNION PACIFIC BOULEVARD AND WEST OF INTERNATIONAL BOULEVARD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 477.8249 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

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

TRACT 2: Killam Charco Industrial Tract			Acres:	477.82							
APPLICANT: Radcliffe Killam II – Killam Ranch Properties, Ltd											
LOCATION: North of Union Pacific Boulavard and West of International Boulevard											
PROPOSED DEVELOPMENT: Industrial. Proposed take down: 2026											
	2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**Build-out**
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	0.00	0.00	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82	477.82
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	62,234	62,234	62,234	95,323,330	95,323,330	95,323,330	95,323,330	95,323,330	95,323,330	95,323,330	95,323,330
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	332	332	332	508,974	508,974	508,974	508,974	508,974	508,974	508,974	508,974
Garbage Fees	0	0	0	0	0	0	0	0	0	0	0
Stormwater Fees	0	0	8,640	8,640	8,640	8,640	8,640	8,640	8,640	8,640	8,640
TOTAL	332	332	8,972	517,614	517,614	517,614	517,614	517,614	517,614	517,614	517,614
*Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.											
GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties.											
Police	4,507	4,507	4,507	4,507	4,507	4,507	4,507	4,507	4,507	4,507	4,507
Fire & EMS	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050
Sanitation/Street Maintenance	0	0	4,460	4,460	4,460	4,460	4,460	4,460	4,460	4,460	4,460
TOTAL	8,557	8,557	13,017	13,017	13,017	13,017	13,017	13,017	13,017	13,017	13,017
REVENUES LESS EXPENDITURES	-$8,224	-$8,224	-$4,044	$504,598	$504,598	$504,598	$504,598	$504,598	$504,598	$504,598	$504,598
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	0	0	4,833	4,930	5,029	5,129	5,232	5,336	5,443	5,552	5,552
Wastewater System	0	0	3,653	3,726	3,801	3,877	3,954	4,033	4,114	4,196	4,196
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	0	0	4,655	4,748	4,843	4,940	5,039	5,140	5,243	5,347	5,347
Wastewater System	0	0	3,503	3,573	3,645	3,718	3,792	3,868	3,945	4,024	4,024
SYSTEM PROFIT/ (LOSS)	$0	$0	$328	$334	$341	$348	$355	$362	$369	$377	$377
Additional revenues (at proposed rates):		$613,852	for water treatment capacity								
		$754,724	for wastewater treatment capacity								
RECOMMENDATION: Approval											

City Council

Meeting Date: 6/24/2024 **Public Hearing 3.**

SUBJECT
Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 10.40 acres, more or less, as described by metes and bounds in the attached Exhibit “A”, and known as Annexation Tract 3 (Terraval Tract) located north of FM 1472 and south of Pinto Valle Drive.

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the application and initial zoning.

AN-003-2024
District VII - Cm. Vanessa Perez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. After the public hearing, the petition shall proceed to City Council for introduction of the ordinance on July 22, 2024.

Tract 3 is as follows:

Voluntary Annexation:
Tract 3 - 10.40 acres, more or less, located north of FM 1472 and south of Pinto Valle Drive.

Petitioner: Ramona Cean - Terraval LLC

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024, and recommended approval of the annexation and initial zoning on M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
To conduct the public hearing.

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.

TRACT 3 **TERRAVAL TRACT** **10.4 ACRES**

AERIAL MAP **TERRA SOUTH ENGINEERING**

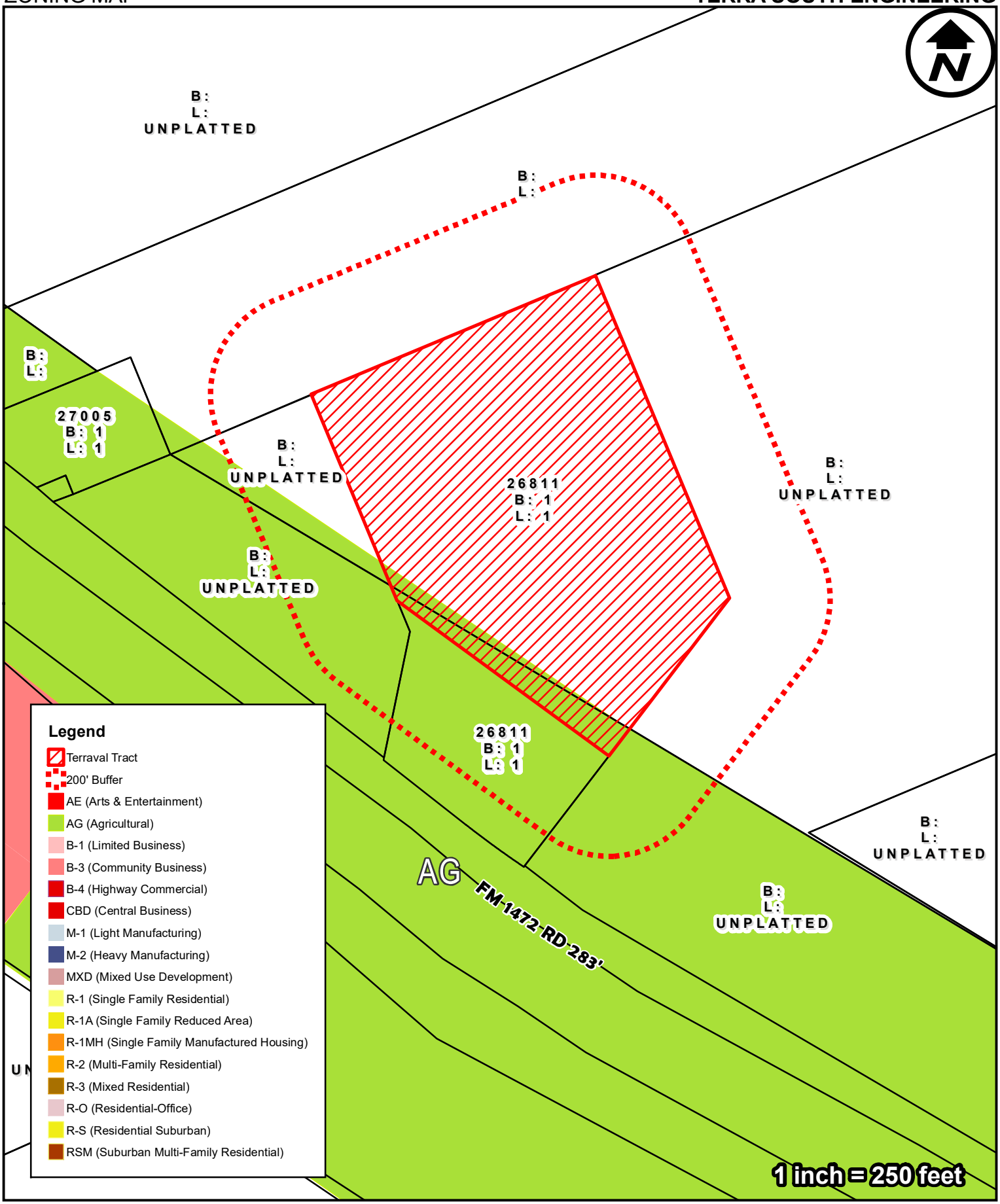


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 3 **TERRAVAL TRACT** **10.4 ACRES**

ZONING MAP **TERRA SOUTH ENGINEERING**

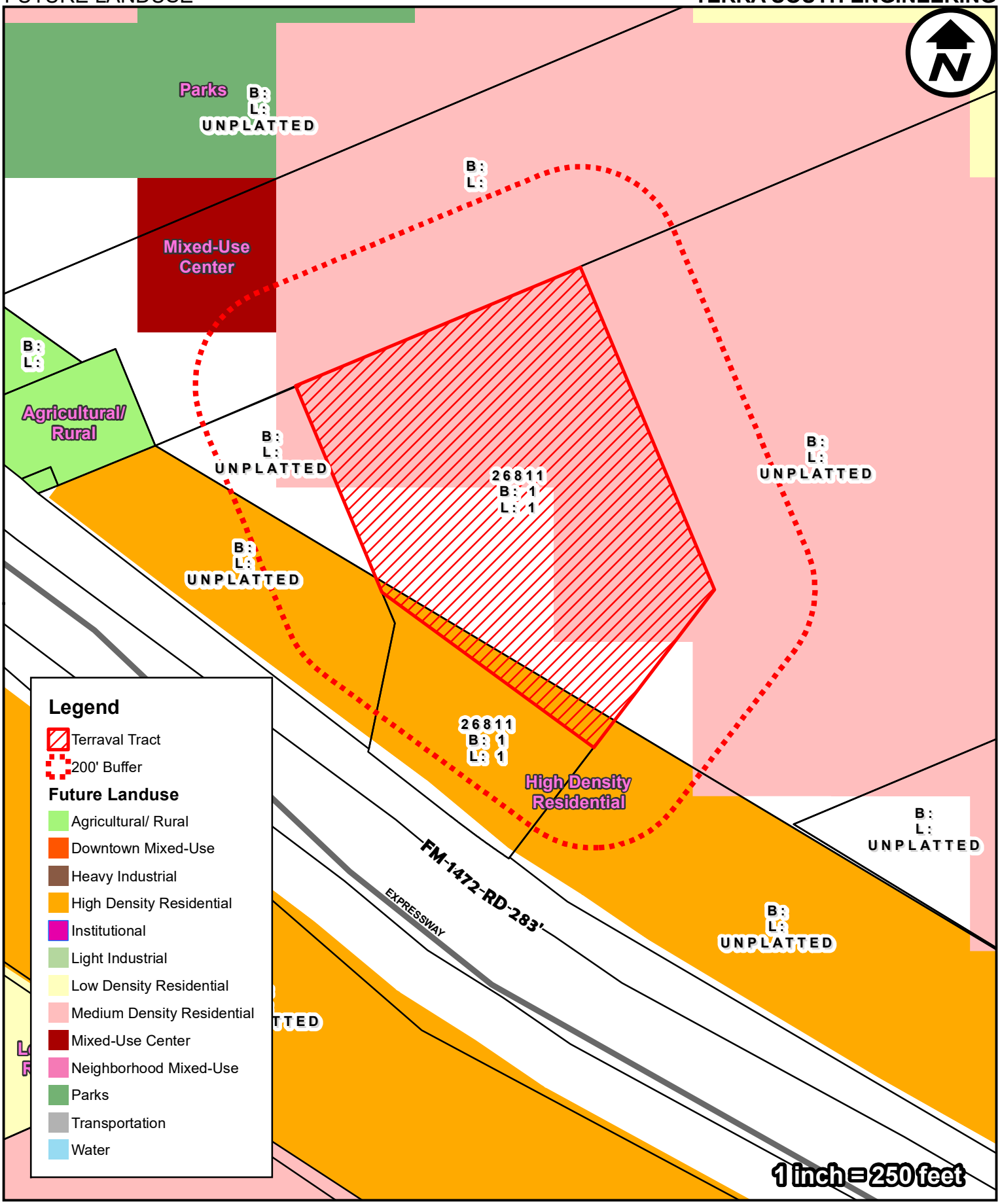


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 3 **TERRAVAL TRACT** **10.4 ACRES**

FUTURE LANDUSE **TERRA SOUTH ENGINEERING**

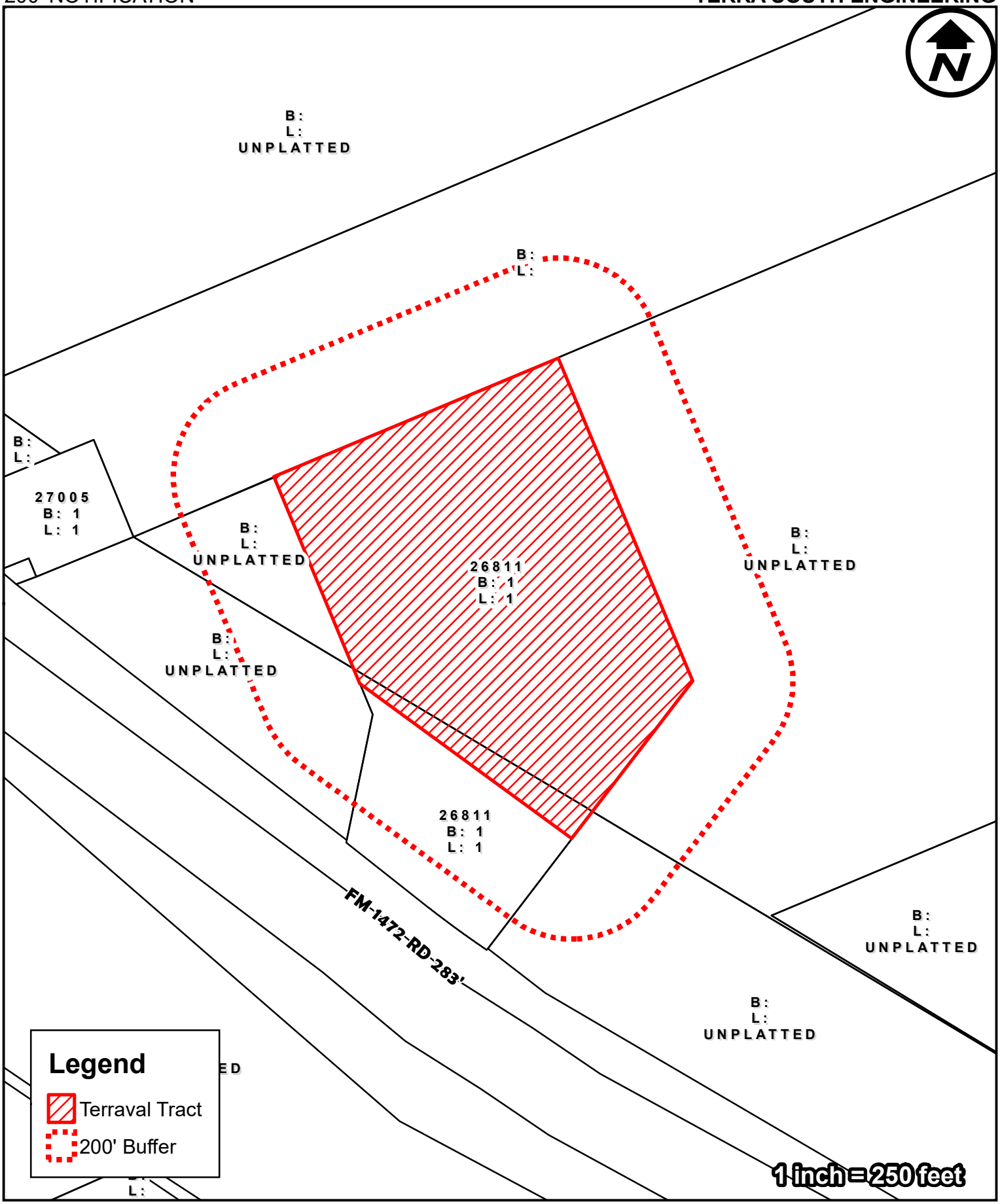


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o. this data indicates your unconditional acceptance of all risks associated with the use of this data.

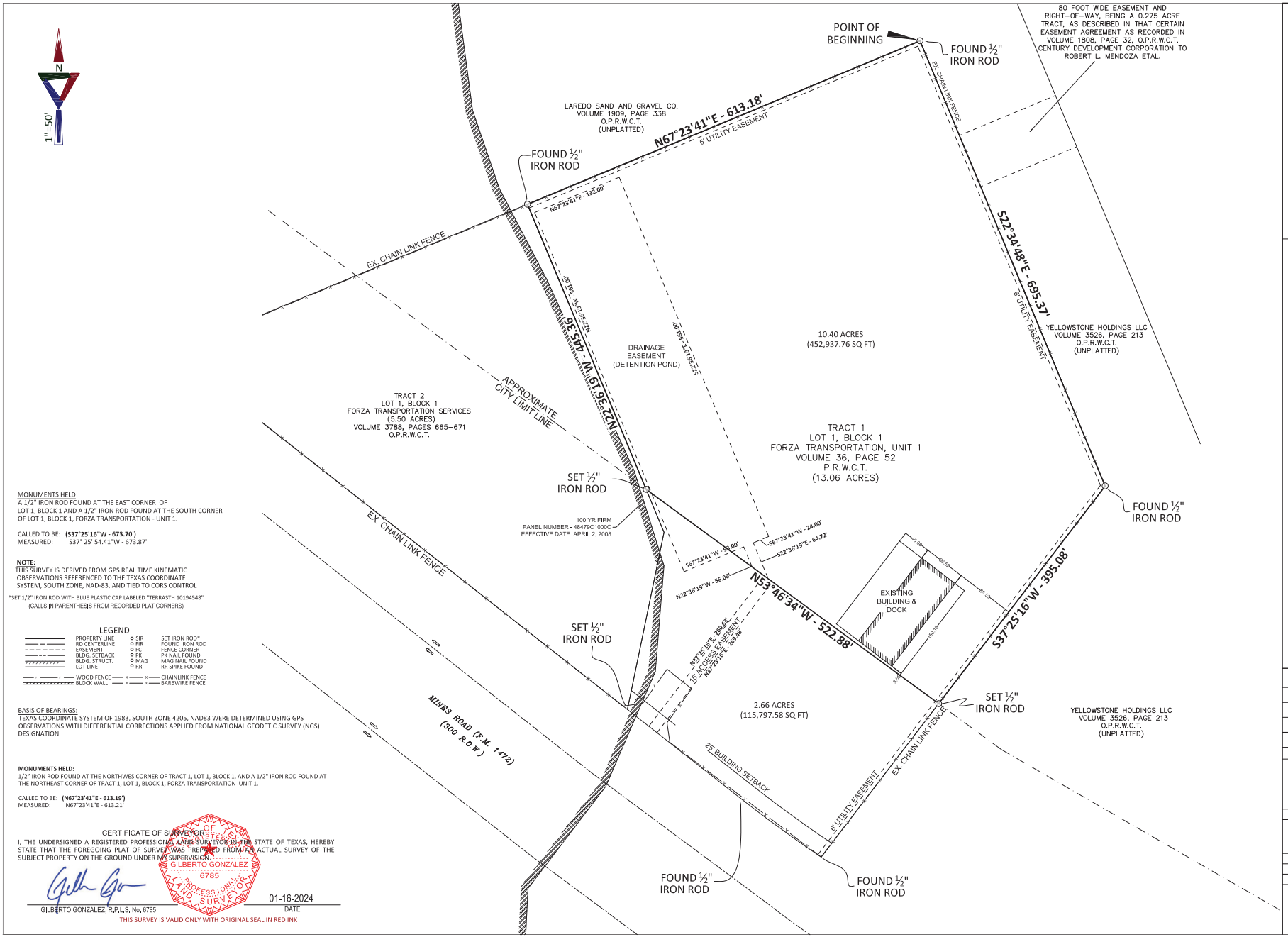
TRACT 3 **TERRAVAL TRACT** **10.4 ACRES**

200' NOTIFICATION **TERRA SOUTH ENGINEERING**



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.



MONUMENTS HELD
A 1/2" IRON ROD FOUND AT THE EAST CORNER OF LOT 1, BLOCK 1 AND A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF LOT 1, BLOCK 1, FORZA TRANSPORTATION - UNIT 1.

CALLED TO BE: **(S37°25'16"W - 673.70')**
MEASURED: S37° 25' 54.41"W - 673.87'

NOTE:
THIS SURVEY IS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "TERRASTH 10194548" (CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)

LEGEND

PROPERTY LINE	SIR	SET IRON ROD*	
RD CENTERLINE	FIR	FOUND IRON ROD	
EASEMENT	FC	FENCE CORNER	
BLDG. SETBACK	PK	PK NAIL FOUND	
BLDG. STRUCT.	MAG	MAG NAIL FOUND	
LOT LINE	RR	RR SPIKE FOUND	
WOOD FENCE		CHAINLINK FENCE	
BLOCK WALL		BARBWIRE FENCE	

BASIS OF BEARINGS:
TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205, NAD83 WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM NATIONAL GEODETIC SURVEY (NGS) DESIGNATION

MONUMENTS HELD:
1/2" IRON ROD FOUND AT THE NORTHWES CORNER OF TRACT 1, LOT 1, BLOCK 1, AND A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 1, LOT 1, BLOCK 1, FORZA TRANSPORTATION UNIT 1.

CALLED TO BE: **(N67°23'41"E - 613.19')**
MEASURED: N67°23'41"E - 613.21'

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
GILBERTO GONZALEZ
6785
PROFESSIONAL
LAND SURVEYOR

GILBERTO GONZALEZ, R.P.L.S, No, 6785 — 01-16-2024 DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

TERRA SOUTH ENGINEERING
Laredo, Texas 78041
219 West Village Boulevard,
P 956-701-5483
TBPE Firm Registration No. 14435
TBPLS Firm Registration No. 10194548
www.terrasouth.com

LEGAL DESCRIPTION

10.40 ACRES OUT OF LOT 1 BLOCK 1,
FORZA TRANSPORTATION (13.06 ACRES) - UNIT 1
VOLUME 36, PAGE 52, P.R.W.C.T.

REVISION NOTES:

PROJECT NO: TSE4536-24

TITLE:
LOT SURVEY

ISSUE DATE: JANUARY 10 , 2024

SUBMISSION:
EXHIBIT DOCUMENTS

SCALE: 1" = 50'
DRAWN BY: J.T.
CHECKED BY: G.G

SHEET:
1.0

TERRA SOUTH ENGINEERING
REINFORCED CONCRETE DESIGN SITE CIVIL DESIGN LAND DEVELOPMENT

METES AND BOUNDS DESCRIPTION
10.40 acres out of Lot 1 Block 1, Forza Transportation Unit
Webb County, Texas

A tract of land containing 10.40 acres, more or less, partitioned out of Tract 1 Lot 1 Block 1, Forza Transportation Unit 1, Recorded in Volume 36, Page 52, Webb County Map Records, being more particularly described by metes & bounds as follows, to wit:

BEGINNING at a 1/2" iron rod found at a fence on the occupied and recognized southeasterly line of a tract of land that conveyed to LAREDO SAND AND GRAVEL CO., as recorded in Volume 1909, Pag 338, O.P.R.W.C.T., this 1/2" iron rod is the most northerly northwest corner of that certain tract of land that was conveyed to YELLOWSTONE HOLDINGS LLC as recorded in Volume 3526, Pag 213, Official Public Records of Webb County, Texas, the northeast corner hereof;

THENCE, **S 22°34'48" E**, along the common boundary between this Tract 1 and said YELLOWSTONE HOLDINGS LLC tract, **a distance of 695.37 feet** to a found 1/2" iron rod, for the southeasterly corner hereof;

THENCE, **S 37°25' 16" W**, along the common boundary of this Tract 1 and said YELLOWSTONE HOLDINGS LLC tract, **a distance of 395.08 feet** to a set 1/2" iron rod, to a point on the existing City of Laredo City Limits line, for the southeasterly corner hereof;

THENCE, **N 53°46'34" W**, over and across said Tract 1 Lot 1 Block 1 and along said City of Laredo City Limits line, **a distance of 522.88 feet** to a set 1/2" iron rod set, being a point on the northeast line of Tract 2 Lot 1, Block 1, Forza Transportation Services (5.50 acres), recorded in Volume 3788, Pages 665-671, Official Public Records of Webb County, Texas, for a deflection corner hereof;

THENCE, **N 22°36'19" W**, along the common boundary line of this Tract 1 and said Tract 2, **a distance of 445.36 feet** to a 1/2" iron rod set, same rod being on the common boundary between this Tract 1 and said Tract 2 FORZA TRANSPORTATION SERVICES, also being on the southeast line of aforementioned Laredo Sand and Gravel Co. the northwesterly corner hereof,

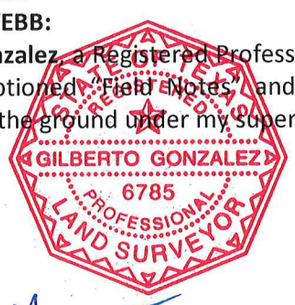
THENCE, **N 67°23'41" E**, along an existing fence on the occupied and recognized northwesterly line of this tract and southeasterly line of the aforementioned LAREDO SAND AND GRAVEL CO. Tract, **a distance of 613.18 feet** to the POINT OF BEGINNING of this tract of land containing 10.40 acres, more or less.

Basis of Bearings:
NAD83 / NAV83 STATE PLANE TEXAS SOUTH GRID COORDINATES SYSTEM RTK BASE COORDINATES WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM NATIONAL GEODETIC SURVEY (NGS) DESIGNATION.

Monuments Held:
1/2" IRON ROD FOUND AT THE NORTHWES CORNER OF TRACT 1, LOT 1, BLOCK 1, AND A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 1, LOT 1, BLOCK 1, FORZA TRANSPORTATION UNIT 1.

CALLED TO BE: **(N67°23'41"E – 613.19')**
MEASURED: N67°23'41"E – 613.21'

STATE OF TEXAS:
COUNTY OF WEBB:
I, **Gilberto Gonzalez**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawings" was prepared from an actual Survey performed on the ground under my supervision.



RPLS No. 6785 - Texas

01-16-2024
Current Date

TERRA SOUTH ENGINEERING
REINFORCED CONCRETE DESIGN SITE CIVIL DESIGN LAND DEVELOPMENT

BOUNDARY CLOSURE
for 10.40 acres out of Lot 1 Block 1, Forza Transportation – Unit 1

Closure Summary
- Precision, 1 part in: 481979.563'
- Error distance: 0.006'
- Error direction: S50° 14' 37.11"W
- Area: 452937.76 Sq. Ft.
- Square area: 452937.762
- Perimeter: 2671.870'

Point of Beginning
- Easting: 606979.4028'
- Northing: 17135744.9746'

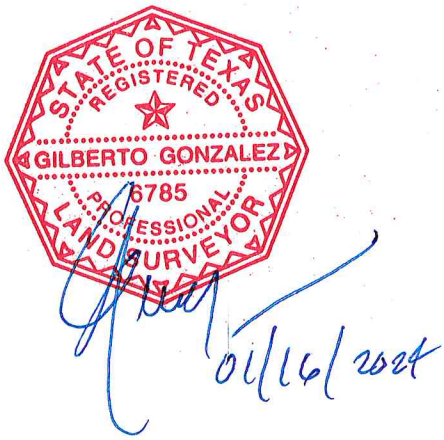
Side 1: Line
- Direction: S22° 34' 48.00"E
- Angle: [-022.5800 (d)]
- Deflection angle: [157.4200 (d)]
- Distance: 695.370'
- Easting: 607246.4062'
- Northing: 17135102.9086'

Side 2: Line
- Direction: S37° 25' 16.00"W
- Angle: [-119.9989 (d)]
- Deflection angle: [060.0011 (d)]
- Distance: 395.080'
- Easting: 607006.3285'
- Northing: 17134789.1397'

Side 3: Line
- Direction: N53° 46' 34.00"W
- Angle: [-091.1972 (d)]
- Deflection angle: [088.8028 (d)]
- Distance: 522.880'
- Easting: 606584.5139'
- Northing: 17135098.1315'

Side 4: Line
- Direction: N22° 36' 19.00"W
- Angle: [-148.8292 (d)]
- Deflection angle: [031.1708 (d)]
- Distance: 445.360'
- Easting: 606413.3263'
- Northing: 17135509.2767'

Side 5: Line
- Direction: N67° 23' 41.00"E
- Angle: [-090.0000 (d)]
- Deflection angle: [090.0000 (d)]
- Distance: 613.180'
- Easting: 606979.3986'
- Northing: 17135744.9710'



CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 3
TERRAVAL TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Ramona Cean, on behalf of Terraval, LLC., has filed a voluntary petition with the City of Laredo for the annexation of a 10.40 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Terraval, LLC., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 10.40 acres of land, more or less, belonging to Terraval, LLC.

SERVICE PLAN

A petition for annexation from Terraval, LLC., was received for property designated as "Tract 3 (Terraval Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.0 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal)
Lots over 10,000 sq.ft.	$1,927.12/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,284.68/lot
Lots 1 acre and Fraction:	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal)
Lots over 10,000 sq.ft.	$2,569.51/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50)
More than 5.01 acres	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Tract is subject to participate in applicable Northwest Laredo Wastewater Rehabilitation improvements directly or through LUE fees in proportion to the service area.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

Terraval, LLC.

By: _____
Ramona Cean
Authorized Representative

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Ramona Cean, on behalf of Terraval, LLC.

_____
Notary Public, State of Texas

ORDINANCE NO. 2024-O-XXX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 10.40 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND SOUTH OF PINTO VALLE DRIVE. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 10.40 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

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

TRACT 3: Terreval Tract			Acres:	10.40							
APPLICANT: Ramona Cean - Terrava LLC											
LOCATION: North of FM 1472 and South of Pinto Valle Drive											
PROPOSED DEVELOPMENT: Industrial. Proposed take down: Area Platted											
	2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**Build-out**
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700	1,520,700
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120
Garbage Fees	0	0	0	0	0	0	0	0	0	0	0
Stormwater Fees	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440
TOTAL	8,120	8,120	9,560	9,560	9,560	9,560	9,560	9,560	9,560	9,560	9,560
*Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.											
GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties.											
Police	751	751	751	751	751	751	751	751	751	751	751
Fire & EMS	675	675	675	675	675	675	675	675	675	675	675
Sanitation/Street Maintenance	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426
REVENUES LESS EXPENDITURES	$6,694	$6,694	$8,134	$8,134	$8,134	$8,134	$8,134	$8,134	$8,134	$8,134	$8,134
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	774	790	806	822	838	855	872	889	907	925	925
Wastewater System	585	597	609	621	633	646	659	672	686	699	699
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	746	761	776	791	807	823	840	857	874	891	891
Wastewater System	561	572	584	596	607	620	632	645	658	671	671
SYSTEM PROFIT/ (LOSS)	$53	$54	$55	$56	$57	$58	$59	$60	$62	$63	$63
Additional revenues (at proposed rates):		$20,042	for water treatment capacity								
		$20,042	for wastewater treatment capacity								
RECOMMENDATION: Approval											

City Council

Meeting Date: 6/24/2024 **Public Hearing 4.**

SUBJECT
Public Hearing and discussion on the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 9.983 acres, more or less, as described by metes and bounds in the attached Exhibit “A”, and known as Annexation Tract 4 (Cabello Recovery Tract) located north of State Highway 359 and east of Camino Nuevo Road.

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the application and initial zoning.

AN-004-2024
District III - Cm. Melissa R. Cigarroa

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. After the public hearing, the petition shall proceed to City Council for introduction of the ordinance on July 22, 2024.

Tract 4 is as follows:

Voluntary Annexation:
Tract 4 - 9.983 acres, more or less, located north of State Highway 359 and east of Camino Nuevo Road.

Petitioner: Christopher Manuel Cabello - Cabello Recovery, Inc.

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024, and recommended approval of the annexation and initial zoning of M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
To conduct the public hearing.

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.

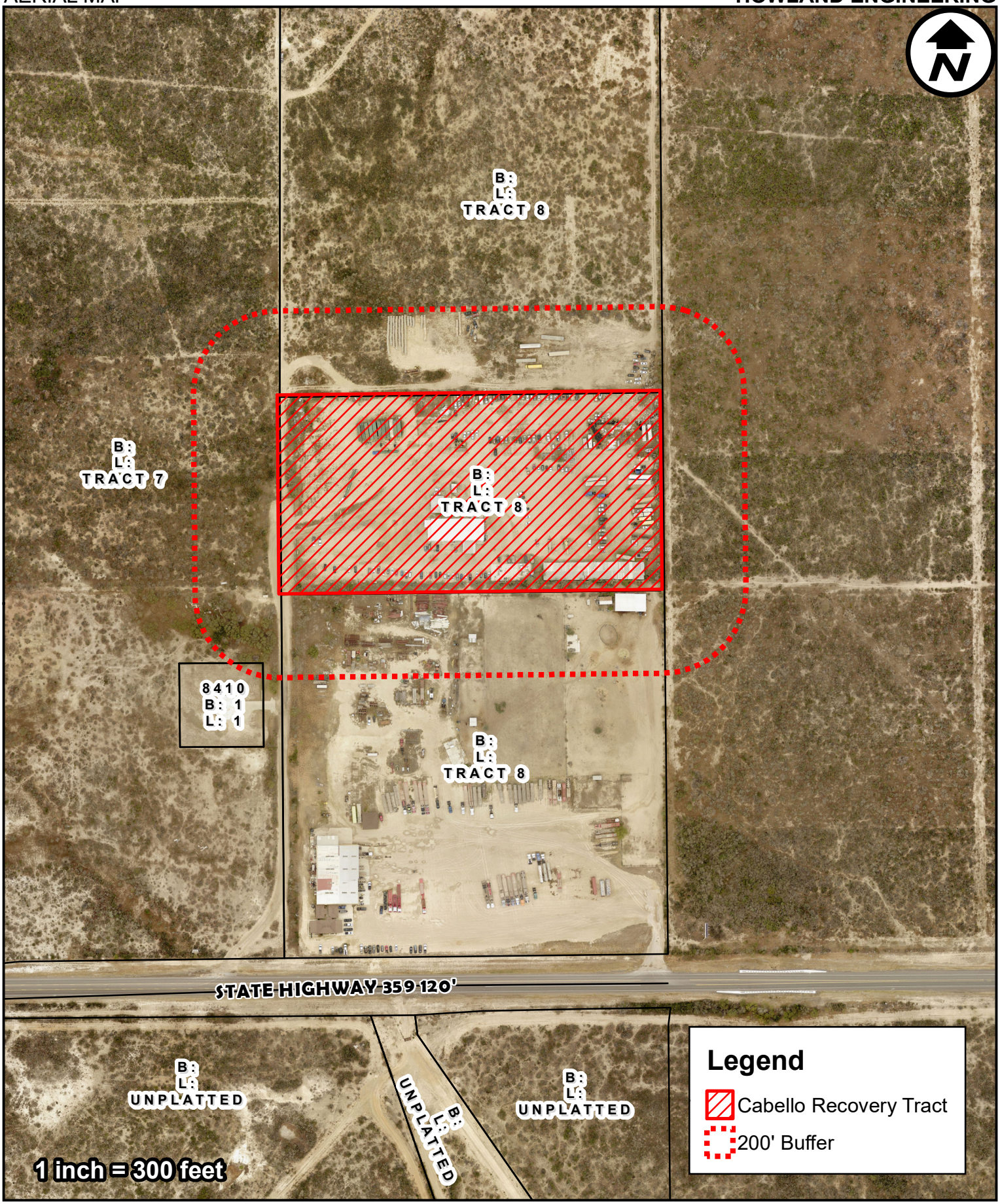
TRACT 4

CABELLO RECOVERY TRACT

10 ACRES

AERIAL MAP

HOWLAND ENGINEERING



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

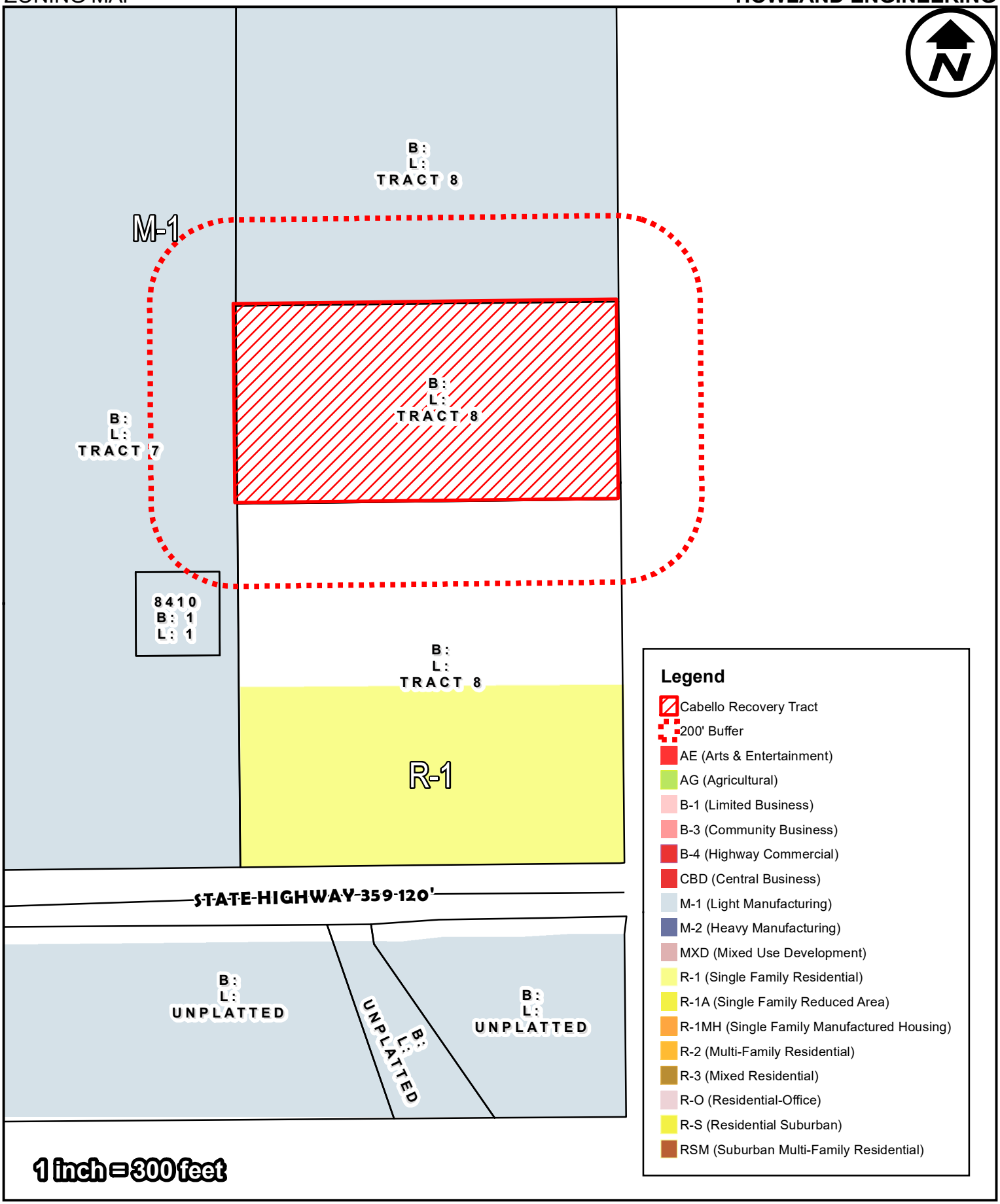
TRACT 4

CABELLO RECOVERY TRACT

10 ACRES

ZONING MAP

HOWLAND ENGINEERING



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

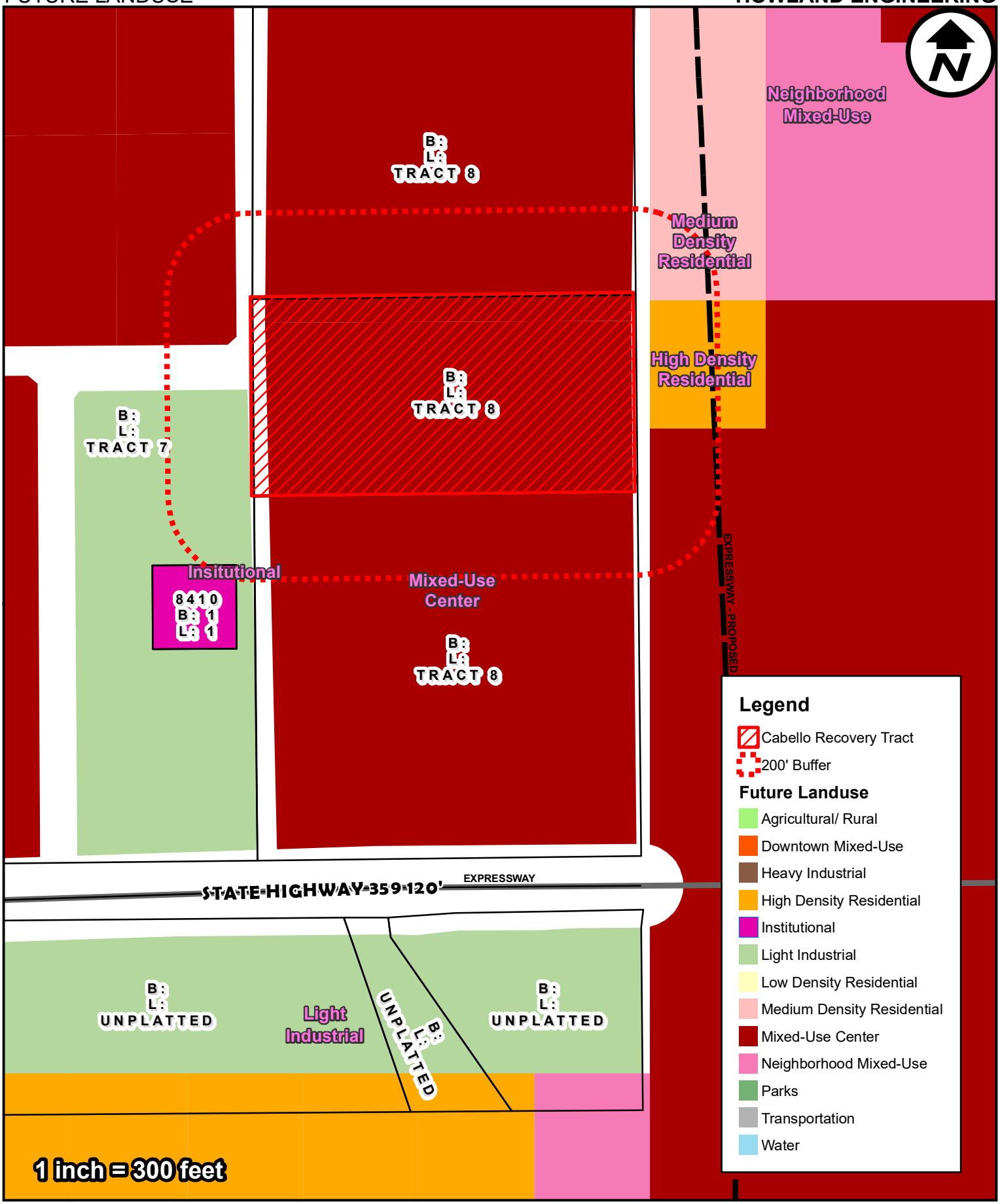
TRACT 4

CABELLO RECOVERY TRACT

10 ACRES

FUTURE LANDUSE

HOWLAND ENGINEERING



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

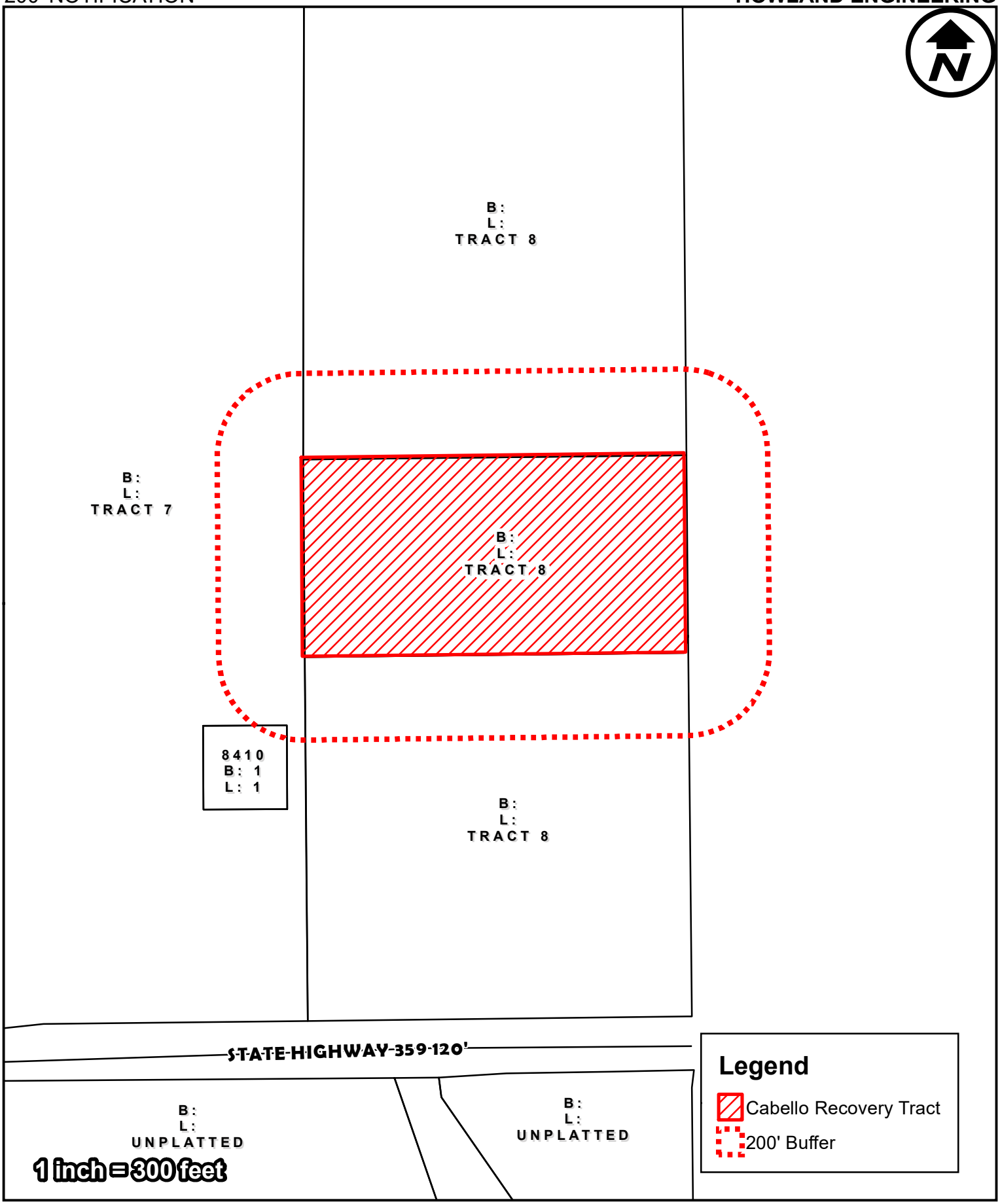
TRACT 4

CABELLO RECOVERY TRACT

10 ACRES

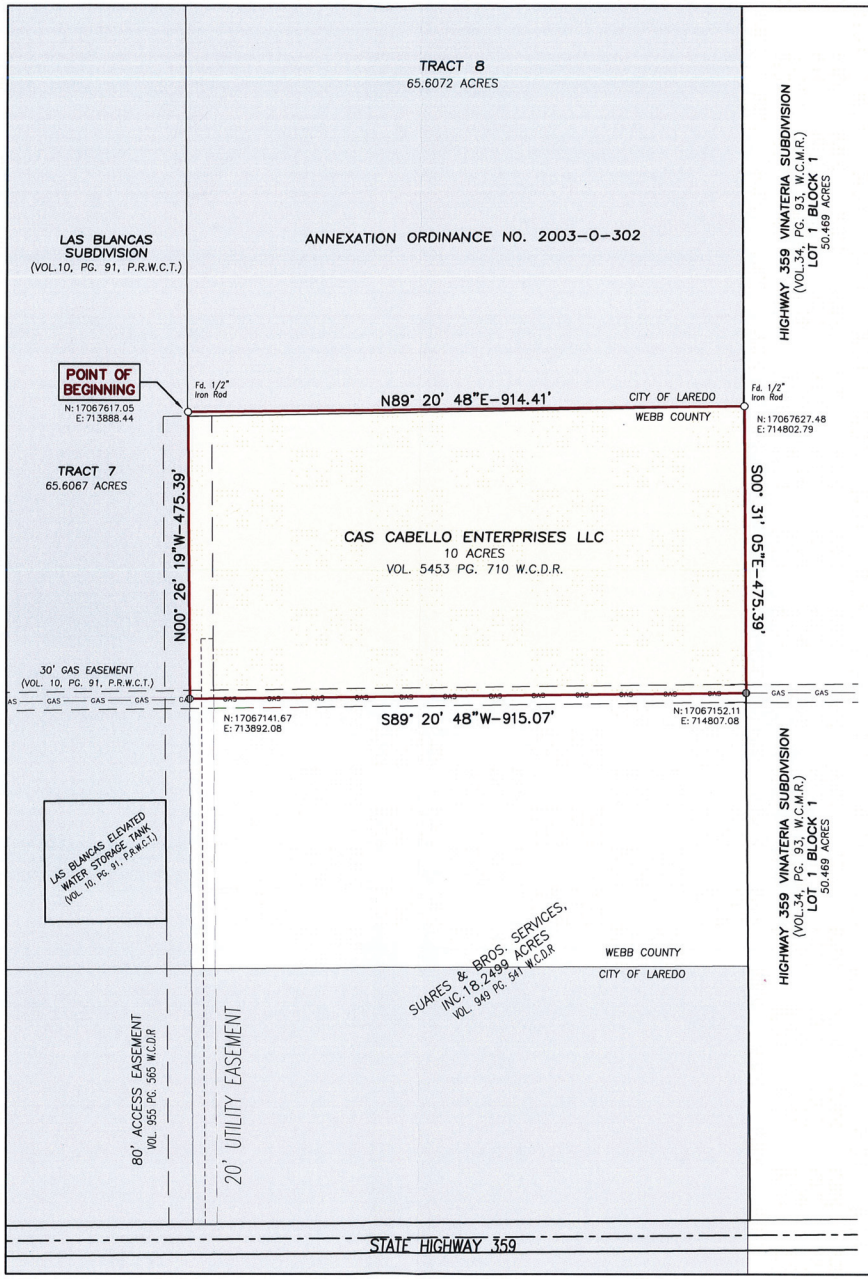
200' NOTIFICATION

HOWLAND ENGINEERING



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.



LEGEND	
	= ANNEXATION BOUNDARY
	= EX. ANNEXATION LINE
	= ANNEXATION AREA
	= CITY OF LAREDO LIMITS

REVISION LOG		
REVISION 1:	DATE:	COMMENTS:
REVISION 2:	DATE:	COMMENTS:
REVISION 3:	DATE:	COMMENTS:

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 9.983 ACRES.≈ (434,857 squared feet), Situated in Porcion 32, Abstract 296, Antonio Trevino Original Grantee, Webb County, Texas. Being out of Tract Eight(8), of the Las Blancas Subdivision, 576.5857 acre tract, recorded in volume 10, page 91 of the Plat Records of the Webb County Texas. This 9.98 acre tract owned by Cas Cabello Enterprises LLC. recorded in volume 5453. page 710 of w.c.d.r., This tract being more particularly described as follows:

BEGINNING, at a found ½" iron rod being the Northwest corner of said 9.983 acre tract also being an interior corner of the City of Laredo Annexation Limits for the **TRUE POINT OF BEGINNING;**

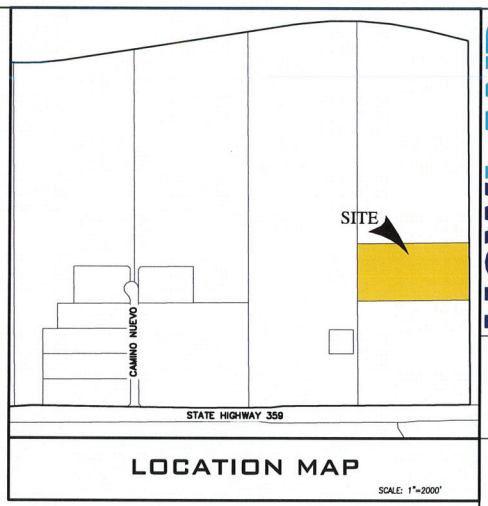
THENCE, N89° 20' 48"E, along the East boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **914.41 FEET,** to a found ½" iron rod being the Northeast corner of said 9.98 acre tract also being an exterior corner of the City of Laredo Annexation Limits, for the Northeast corner of this tract hereof;

THENCE, S00° 31' 05"E, along the East boundary line of said 9.983 acre tract, also being the West boundary line of Lot 1, Block 1 Highway 359 Vinateria Subdivision as recorded in volume.34 page. 93 w.c.d.r., a distance **475.39 FEET** to the Southeast corner of said 9.98 acre tract also being the Northeast corner of a 18.2499 acre tract as per deed recorded in volume 949, page 541 w.c.d.r., for the Southeast corner of this tract hereof;

THENCE, S89° 20' 48"W, along the South boundary line of said 9.983 acre tract also being the North line of said 18.2499 acre tract, a distance of **915.07 FEET** to the Southwest corner of said 9.983 acre tract and the Northwest corner of said 18.2499 acre tract also being on the City of Laredo Annexation Limits, for the Southwest corner hereof;

THENCE, N00° 26' 19"W, along the West boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **475.39 FEET,** to the Point of Beginning of this 9.983 acre tract, more or less.

Basis of Bearing South Zone (4205) Nad 83



LOCATION MAP
SCALE: 1"=2000'

BASIS OF BEARINGS: G.P.S. COORDINATES, N.A.D. 83, TEXAS STATE PLANE SOUTH ZONE (4205).

MONUMENTS HELD: A FOUND ½" IRON ROD BEING IN THE NORTHWEST CORNER OF SAID 10 ACRE TRACT RECORDED IN CAS CABELLO ENTERPRISES LLC. VOL. 5453 PAGE 710 W.C.D.R., SAME BEING THE NORTHEAST CORNER OF SAID 10 ACRE TRACT RECORDED IN CAS CABELLO ENTERPRISES LLC. VOL. 5453 PAGE 710 W.C.D.R. CALLED: N 89°57'07" E ~ 915.72' MEASURED: N 89°20'48" E ~ 914.41'

SURVEYOR'S CERTIFICATE

I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ITS ACCOMPANYING FIELD NOTE DESCRIPTION CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5328 — 01-18-2024 DATE

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue | P.O.Box 451128 (78045) | Laredo, TX. 78041
P. 956.722.4411 | F. 956.722.5414
www.howlandcompanies.com

GRAPHIC SCALE
0 25 50 100 200
(IN FEET)
(24 x 36) 1 inch = 100 Ft.

SURVEY OF

A TRACT OF LAND CONTAINING 9.983 ACRES, 434856.86 SQUARED FEET, SITUATED IN PORCION 32, ABSTRACT 297, ANTONIO TREVINO ORIGINAL GRANTEE, WEBB COUNTY, TEXAS. BEING OUT OF TRACT EIGHT(8), OF THE LAS BLANCAS SUBDIVISION, 576.5857 ACRE TRACT, RECORDED IN VOLUME 10, PAGE 91 OF THE PLAT RECORDS OF THE WEBB COUNTY TEXAS.

DRAWN BY:	O.A.R.
CHECKED BY:	B.F.S.
DRAWN DATE:	1.19.2023
PLOTTED DATE:	
JOB No.	E-308-24
FILE NAME:	
STATUS:	SURVEY
AS-BUILT:	
REVISED DATE:	
SCALE: (24"x36") SHEET	
HOR: 1"=200' VER.	
SCALE: (11"x17") SHEET	
HOR: 1"=400' VER.	
SHEET	1 OF 1

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION FOR
FOR A 9.983 ACRE TRACT

A TRACT OF LAND CONTAINING 9.983 ACRES (434,857 squared feet) situated in Porcion 32, Abstract 296, Antonio Trevino Original Grantee, Webb County, Texas. Being out of Tract Eight (8), of the Las Blancas Subdivision, 576.5857 acre tract, recorded in volume 10, page 91 of the Plat Records of the Webb County Texas. This 9.983 acre tract owned by Cas Cabello Enterprises LLC. recorded in volume 5453, page 710 of W.C.D.R., This tract being more particularly described as follows:

BEGINNING, at a found 1/2" iron rod being the Northwest Corner of said 9.983 acre tract also being an interior corner of the City of Laredo Annexation Limits for the **TRUE POINT OF BEGINNING;**

THENCE, N89° 20' 48"E, along the North line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **914.41 FEET,** to a found ½" iron rod being the Northeast corner of said 9.983 acre tract also being an exterior corner of the City of Laredo Annexation Limits, for the Northeast corner of this tract hereof;

THENCE, S00° 31' 05"E, along the East boundary line of said 9.983 acre tract, also being the West boundary line of Lot 1, Block 1 Highway 359 Vinateria Subdivision as recorded in volume 34, page 93 W.C.D.R., a distance of **475.39 FEET,** to the southeast corner of said 9.983 acre tract also being the north east corner of a 18.2499 acre tract as per deed recorded in volume 949, page 541 W.C.D.R, for the Southeast corner of this tract hereof;

THENCE, S89° 20' 48"W, along the South boundary line of said 9.983 acre tract also being the North line of said 18.2499 acre tract, a distance of **915.07 FEET** to the Southwest corner of said 9.983 acre tract and the Northwest corner of said 18.2499 acre tract also being on the City of Laredo Annexation Limits, for the Southwest corner hereof;

THENCE, N00° 26' 19"W, along the West boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **475.39 FEET**, to the Point of Beginning of this 9.983 acre tract, more or less.

Basis of Bearing: G.P.S. Coordinates, N.A.D. 83, Texas State Planes, South Zone

R.P.L.S. No. 5328 – Texas

STATE OF TEXAS · REGISTERED · BERNAL F. SLIGHT · 5328 · PROFESSIONAL LAND SURVEYOR

01/18/24
Date

HOWLAND
ENGINEERING AND SURVEYING CO.

BOUNDARY CLOSURE FOR A 9.983 ACRE TRACT SURVEY

Direction:	**N89° 20' 48"E**	**Distance:**	**914.41'**
Direction:	**S00° 31' 05"E**	**Distance:**	**475.39'**
Direction:	**S89° 20' 48"W**	**Distance:**	**915.07'**
Direction:	**N00° 26' 19"E**	**Distance:**	**475.39'**

Basis of Bearing: G.P.S. Coordinates, N.A.D. 83, Texas State Planes, South Zone

Area: 434859.24 Sq. Ft. – 9.983 Acres
Perimeter: 2780.26'
Error of Closure: 0.00'
Error direction: S22° 03' 58" W

R.P.L.S. No. 5328 – Texas

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL
LAND SURVEYOR

01/18/24
Date

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.441.0180
4902 Sinclair Road | San Antonio, TX 78222 P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 4
CABELLO RECOVERY TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Christopher M. Cabello and Maria Isabel Cabello, on behalf of CAS Cabello Enterprises LLC., has filed a voluntary petition with the City of Laredo for the annexation of a 9.983 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and CAS Cabello Enterprises, LLC., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 9.983 acres of land, more or less, belonging to CAS Cabello Enterprises, LLC.

SERVICE PLAN

A petition for annexation from CAS Cabello Enterprises, LLC., was received for property designated as "Tract 4 (Cabello Recovery Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 11, which is located approximately 6.7 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal)
Lots over 10,000 sq.ft.	$1,927.12/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,284.68/lot
Lots 1 acre and Fraction:	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal)
Lots over 10,000 sq.ft.	$2,569.51/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50)
More than 5.01 acres	$1,927.12/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements
The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use
When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

CAS Cabello Enterprises, LLC.

By: _____
Christopher M. Cabello
Authorized Representative

By: _____
Maria Isabel Cabello
Authorized Representative

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Christopher M. Cabello, on behalf of CAS Cabello Enterprises, LLC.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Maria Isabel Cabello, on behalf of CAS Cabello Enterprises, LLC.

_____
Notary Public, State of Texas

ORDINANCE NO. 2024-O-040

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 9.983 ACRES, MORE OR LESS, LOCATED NORTH OF STATE HIGHWAY 359 AND EAST OF CAMINO NUEVO ROAD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 9.983 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

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

TRACT 4: Cabello Recovery Tract			Acres:	9.98							
APPLICANT: Christopher M. Cabello - CAS Cabello Enterprises											
LOCATION: North of State Highway 359 and East of Camino Nuevo Road											
PROPOSED DEVELOPMENT: Commercial - Auto Impound Yard, AutoWrecker Service, and Auto Auction. Proposed take down: 2026 - 2028											
	2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**Build-out**
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98
Single family dwelling units	0	0	0	0	0	0	0	0	0	0	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	543,769	543,769	543,769	543,769	543,769	543,769	543,769	543,769	543,769	543,769	543,769
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903
Garbage Fees	0	0	0	0	0	0	0	0	0	0	0
Stormwater Fees	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440
TOTAL	2,903	2,903	4,343	4,343	4,343	4,343	4,343	4,343	4,343	4,343	4,343
*Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.											
GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties.											
Police	751	751	751	751	751	751	751	751	751	751	751
Fire & EMS	675	675	675	675	675	675	675	675	675	675	675
Sanitation/Street Maintenance	0	0	112	112	112	112	112	112	112	112	112
TOTAL	1,426	1,426	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538
REVENUES LESS EXPENDITURES	$1,477	$1,477	$2,805	$2,805	$2,805	$2,805	$2,805	$2,805	$2,805	$2,805	$2,805
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	0	0	0	0	838	855	872	889	907	925	925
Wastewater System	0	0	0	0	633	646	659	672	686	699	699
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	0	0	0	0	807	823	840	857	874	891	891
Wastewater System	0	0	0	0	607	620	632	645	658	671	671
SYSTEM PROFIT/ (LOSS)	$0	$0	$0	$0	$57	$58	$59	$60	$62	$63	$63
Additional revenues (at proposed rates):		$19,238	for water treatment capacity								
		$19,238	for wastewater treatment capacity								
RECOMMENDATION: Approval											

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the City of Laredo Code of Ordinances Chapter 28, Article IX. - Public Right-of-Way Management, Division 1. - Section 28-165 - Definitions, by deleting definitions Major Projects and Minor Projects; and replacing definitions of Property Frontage Impact Projects, Adjacent Property Frontage Impact Projects, and Curb/Street/Paved Area Impact Projects definitions; and amending Section 28-166 - Utility Planning and Coordination Committee by not requiring Right-of-Way Clearance Letter for Property Frontage Impact Projects, and by requiring Right-of-Way Clearance Letter for Adjacent Property Frontage Impact Projects, and by requiring Right-of-Way Clearance Letter for Curb/Street/Paved Area Impact Projects; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION
On December 5, 2022, City Council approved Ordinance 2022-O-212

BACKGROUND
The City of Laredo intends to provide clarification on projects requiring to go through the Utility Coordination process when developing for proper construction of utilities on the Public Right-of-Way and requiring a Clearance Letter. The City of Laredo, through mutual agreement with other entities, has been requiring that adjacent property projects and curb/street/paved area projects on the Public Right-of-Way shall follow a utility coordination process to properly identify all utilities in advance to minimize project delays and damages to existing utilities. The City Council agrees that it is in the best interest of the city that all projects that will have an impact on the public right of way shall follow the Utility Planning and Coordination Guide before securing a Right-of-Way permit.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
Staff recommends that the City Council approve this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
NA

ORDINANCE 2024-O-XXX

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE CITY OF LAREDO CODE OF ORDINANCES CHAPTER 28, ARTICLE IX, PUBLIC RIGHT-OF-WAY MANAGEMENT, DIVISION 1. – SECTION 28-165 DEFINITIONS, BY DELETING DEFINITIONS MAJOR PROJECTS AND MINOR PROJECTS; AND REPLACING DEFINITIONS OF PROPERTY FRONTAGE IMPACT PROJECTS, ADJACENT PROPERTY FRONTAGE IMPACT PROJECTS, AND CURB/STREET/PAVED AREA IMPACT PROJECTS DEFINITIONS. AND AMENDING SECTION 28-166. UTILITY PLANNING AND COORDINATION COMMITTEE BY NOT REQUIRING RIGHT-OF-WAY CLEARANCE LETTER FOR PROPERTY FRONTAGE IMPACT PROJECTS, AND BY REQUIRING RIGHT-OF-WAY CLEARANCE LETTER FOR ADJACENT PROPERTY FRONTAGE IMPACT PROJECTS, AND BY REQUIRING RIGHT-OF-WAY CLEARANCE LETTER FOR CURB/STREET/SAVED AREA IMPACT PROJECTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR A SEVERABILITY CLAUSE, AND DECLARING AND EFFECTIVE DATE.

WHEREAS, the City of Laredo Code of Ordinances currently requires coordination regarding construction in the Public Right-of-Way and requiring a Clearance Letter and;

WHEREAS, the amendments proposed herein provide a more efficient way for the orderly and healthful development of the City of Laredo and;

WHEREAS, the amendments of said help provide better customer service and have been deemed necessary and appropriate and;

WHEREAS, the City Council agrees that it is in the best interest of the city that all projects that will have an impact on the Public Right-of-Way shall have to follow the Utility Planning Coordination Guide before securing a Right-of-Way permit.

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

Section 1: Section 28.165 of the City of Laredo Code of Ordinances is hereby is amended as follows:

ARTICLE IX. PUBLIC RIGHT-OF-WAY MANAGEMENT

DIVISION 1. GENERAL PROVISIONS

Section 28-165 Definitions.

The following definitions apply in this article of the City Code. The terms, phrases, words, abbreviations, and their derivations shall have the same meanings herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is mandatory and not merely permissive.

DRAFT

Abandon and its derivatives means facilities no longer in service or physically disconnected form the operation facilities, or from any other facilities that are in use or that still carry service for a consecutive period of time in excess of two (2) years unless, within the aforesaid two-year period, the city receives written confirmation and reasonable evidence that the ROW user intends to use the facilities.

Above ground utility structure or AGUS means any utility structure that extends higher than the surrounding grade.

Administrative fee means the fee charged by the city to recover its costs incurred for right-of-way management including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way ROW permit applications; inspecting job sites and restoration improvements; determining the adequacy of right-of-way restoration; revoking right-of-way permits and other costs the city may incur in implementing the provisions of this article.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes mean: (a) uniform building, fire, electrical, plumbing, or mechanical codes as adopted by the city and adopted by a recognized national code organization; and (b) any local amendments to those codes to the extent not inconsistent with chapter 284.

Applicant means an owner, authorized agent of an owner, or a homestead owner, who applies for a ROW permit under these provisions of the City Code.

Area of influence means that area around a utility excavation where the pavement and subgrade are impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

~~*Minor impact project* means lot development connecting utilities services from existing infrastructure onto lot.~~

~~*Major impact project* means development along right-of-way affecting various lots by installing or maintaining mains and services.~~

- *Property Frontage Impact- Where construction activity impacts Right-of-Way behind the curb and adjacent to the front and/or side of the property. (Does not require Right-of-Way Clearance Letter). * Limited to 10' on either side of the property line.*
- *Adjacent Property Frontage Impact – Where construction activity impacts the Right-of-Way adjacent to the property frontage outside of the 10' limit. (requires Right-of-Way Clearance Letter)*
- *Curb/Street/Paved Area Impact – Where construction activity impacts the curb and/or street area (requires Right-of-Way Clearance Letter)*

Certified telecommunications provider or CTP means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Public Utility Commission of Texas or "PUCT" to offer local exchange telephone service as defined by V.T.C.A., Local Government Code § 283 or "the Act."

Chapter 284 means Chapter 284 of Subtitle A, Title 9 of the Texas Local Government Code.

City means the City of Laredo.

City manager shall mean city manager or his or her designee.

City's rights-of-way management ordinance means chapter 28, article IX, divisions 1 to 11 of the city's Code of Ordinances.

Collocate and collocation mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or camouflaged means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for city advance approval under Chapter 284, § 284.105 in historic or design districts, a concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to hidden beneath a facade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

DRAFT

Contractor means any public or private person or organization other than the city.

Day, unless stated otherwise, means a business day, which excludes Saturdays, Sundays and holidays recognized by federal or state government or the city.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Department means the building development services department or a successor department that is responsible for management of the right-of-way and roadway infrastructure.

Design district means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Director means the director of the city building development services or his or her designee.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state or federal governmental authorities.

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Emergency operations means those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address a service interruption. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means an activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way and does include irrigation activity of the right-of-way.

Facilities means the plant, equipment, and property, including, but not limited to, lines, poles, mains, pipes, conduits, ducts, cables, and wires located under, on, or above the surface of the ground within the right-of-way and valves and related facilities and equipment used or useful for the provision of utility services.

FCC means the Federal Communications Commission.

Governing body means the mayor and the city council of the City of Laredo, Texas.

Governmental entity means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district, or other municipal corporation, quasimunicipal corporation or political subdivision of the State of Texas or of any other state of the United States and any agency or instrumentality of the State of Texas or of any other state of the United States or of the United States.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the corporate boundaries of the city.

Location means the city approved and lawfully permitted location for the network node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, § 284.103 and that supports or is capable of supporting antennas.

Mayor means the mayor for the city.

Micro network node means a network node that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and that has an exterior antenna, if any, not longer than eleven (11) inches.

DRAFT

Minor encroachment license means the legal document outlining the rights and obligation of a non-CTP owner of a wire telecommunication system to be in the rights-of-way of the city.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by V.T.C.A. Utilities Code, § 11.003, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term includes: (a) equipment associated with wireless communications; (b) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; (c) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (d) a distributed antenna system or DAS. The term does not include: (a) an electric generator; (b) a pole; or (c) a macro tower. Small cell shall be included as a type of "network node."

Network provider means: (a) a wireless service provider; or (b) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (1) network nodes; or (2) node support poles or any other structure that supports or is capable of supporting a network node. Provider has the same meaning as "network provider."

New street means the paved portion of the right-of-way that has been constructed reconstructed, or resurfaced with an asphalt overlay, hot in place recycling, full-length reclamation, reconstruction or other structural Street maintenance treatment. "New street" includes all concrete paved streets, streets constructed or structurally resurfaced during the preceding seven (7) years, for a collector or arterial street or during the preceding five (5) years for a residential street or alley.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

ROW permit means a ROW permit issued under this article authorizing excavation in the right-of-way or a written authorization for the use of the public right-of-way or collocation on a service pole required from the city before a network provider may perform an action or initiate, continue, or complete a project over which the city has police power authority.

Permittee means any person, homestead owner (for the purpose of driveway and sidewalk permits of existing homes located on residential local streets with low traffic volumes only) or right-of-way user (including its authorized agents and representatives) to whom a ROW permit is issued to excavate a right-of-way.

Person means any person, company, partnership, agency or other public or private entity (including its authorized agents and representatives) except the city.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Registration means the application process of an ROW user to use any portion of the right-of-way.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around an excavation where the pavement and subgrade are impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, than existed before the commencement of the work.

Resurfacing means any repaving; overlay; seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, lane, path, drainage way, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include but not be limited to all easements now held, or hereafter held, by the city

DRAFT

but shall specifically exclude private property and the airwaves above a public right-of-way with regard to wireless telecommunications.

Right-of-way utility (ROW) user means a person, its successors and assignees, that uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain and repair facilities thereon, including, but not limited to, land owners and service providers.

Right-of-way driveway (ROW) user means a person, its successors and assignees or a homestead owner (for the purpose of driveway and sidewalk permits of existing homes located on residential local streets with low traffic volumes only), that uses the right-of-way for purposes of work, excavation, or to install, construct, maintain and repair driveway and sidewalks

Routine service operation means a work activity that makes no material change to the facilities and does not disrupt traffic.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way including, but not limited to, gas, telephone, cable television, internet services, open video systems, alarm systems, steam, electric delivery, water, telegraph, data transmission, petroleum pipelines or sanitary sewage.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by the city and located in a public right-of-way, including: (a) a pole that supports traffic control functions; (b) a structure for signage; (c) a pole that supports lighting, other than a decorative pole; and (d) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Street means only the paved portion and sub-grade of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two (2) parallel edges of the paved roadway for vehicular travel where there is no curb. A "street" is generally part of but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a "street" does not. A "street" does not include the curb or the sidewalk, if either are present at the time of a ROW permit application or if added later.

Supplementary application means an application made to excavate or obstruct more of the right-of-way than allowed in or to extend a ROW permit that has already been issued.

TMUTCD means the Texas Manual on Uniform Traffic Control Devices, latest edition.

Traffic signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground requirement area means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility means any privately or publicly owned entity which uses the public right-of-way to furnish to the public any general public service, including, without limitation, sanitary sewer, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way. Poles are regulated herein only as specifically set forth in this article.

Utility pole means a pole that provides: (a) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (b) services of a telecommunications provider, as defined by V.T.C.A. Utilities Code, § 51.002.

Utility structure means any structure, cabinet, or any other appurtenance other than a pole or device attached to a pole which is owned or used by a utility company, cable company, or telecommunications provider to provide service. The phrase does not include devices or structures used to control or direct pedestrian or vehicular traffic on an adjacent roadway or infrastructure that provides water used for fire suppression.

DRAFT

Above ground utility structure or AGUS means any utility structure that extends higher than the surrounding grade.

Video service has the same meaning as that set out in V.T.C.A., Utilities Code § 66.002 or as may be amended.

Video service provider has the same meaning as that set out in V.T.C.A., Utilities Code § 66.002 or as may be amended.

White lining means marking the excavation site with white washable marking paint or flags prior to requesting a utility locate in order to further identify the site.

Wire telecommunication system means a tangible closed facility for the transmission of voice, video or data services, including all instrumentalities, facilities and apparatus incidental to such transmission.

Wireless facilities mean "micro network nodes," "network nodes," and "node support poles" as defined in Chapter 284 of the Texas Local Government Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Section 28-166 Utility planning and coordination committee.

(a) *Projects **not** requiring Utility Coordination Committee a Right-of-Way Clearance Letter.*

- *Property Frontage Impact- Where construction activity impacts Right-of-Way behind the curb and adjacent to the front and/or side of the property. (Does not require Right-of-Way Clearance Letter). * Limited to 10' on either side of the property line.*

(b) *Projects requiring Utility Coordination Committee Clearance Letter.*

- *Adjacent Property Frontage Impact – Where construction activity impacts the Right-of-Way adjacent to the property frontage outside of the 10' limit. (requires Right-of-Way Clearance Letter)*
- *Curb/Street/Paved Area Impact – Where construction activity impacts the curb and/or street area (requires Right-of-Way Clearance Letter)*

(c) *Platting projects shall require the completion of the Utility Coordination Process prior to final plat approval at the Planning & Zoning Commission*

(d) Each utility shall name a utility coordinator who shall participate in the utility planning and coordination committee.

(e) Unless barred by the law, annually on the first day of October, each utility shall prepare and submit to the building development services department a plan that shows all known plans of foreseeable excavations in the paved portion of the public rights-of-way anticipated to be done in the next three (3) years or a statement that no excavations are planned. The utility shall report to the building development services department promptly any changes in the plan as soon as those changes become reasonably foreseeable.

(f) The city may disclose information contained in a three-year plan to another utility only on a need-to-know basis in order to facilitate coordination and avoid unnecessary excavation. If a utility clearly and appropriately identifies information contained in the plan as confidential, proprietary, a trade secret, or otherwise protected from disclosure, then to the maximum extent permissible under federal or homeland security and state, and local laws applicable to public records, the city shall not disclose that information to the public. If the city determines that information is not clearly or appropriately identified, the city shall follow the procedures in the Texas Public Information Act for requesting a Texas Attorney General's opinion regarding exemption of the information from disclosure.

(g) A three-year repaving plan shall be prepared by the city engineering department showing all proposed repaving and reconstruction in the paved portion of the rights-of-way, revise and update the plan on an annual basis after receipt of the three-year plans from the utilities, and make the plan available for public inspection.

DRAFT

(h) The building development services department shall review and approve the three-year plans or plan available and identify conflicts and opportunities for coordination of excavations in the paved portion of the public rights-of-way.

(i) If utilities propose to do excavations in the same paved portion of the public rights-of-way within a three-year period, the city shall issue permits for the work in a manner that maximizes coordination and minimizes the total period of construction.

(j) A developer shall provide a development with underground facilities for utilities when required in accordance with article III of the Land Development Code. The developer shall execute all required agreements relating to the underground facilities, including easements, and provide proof to the city that the agreements have been executed.

(k) The city may require conduit for underground facilities in the paved portion of the public rights-of-way.

(l) The city or another utility may at its discretion install conduit and/or other facilities of its own when a street is cut by a utility. Such conduit or other facilities shall be installed at the city's or utility company's cost, but the city shall not pay any part of the cost of the street opening.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective sixty days (60) after passage of this ordinance.

DRAFT

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. "ZONE" NGUYEN
CITY ATTORNEY

DRAFT

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the Code of Ordinances Chapter 18, Article V, in order to clarify the need to enforce existing business regulations entitled “Regulation for New Business Registration” and adding Section 18.21 “Registration Requirements for New and Existing Businesses;” adding Section 18.21(a) entitled “Registration Requirements for New Businesses;” adding Section 18.21 (b) entitled “Registration Requirements for Existing Businesses;” and amending Section 18-23 entitled “Application Fee” by increasing the application fee from $50.00 to $200.00 for New Businesses and adding a Technology Fee of $150.00 for New Businesses; and by clarifying all Businesses, New and Existing require a valid Certificate of Occupancy to operate, providing for publication, providing for a severability clause, and declaring and effective date.

PREVIOUS COUNCIL ACTION
On September 17, 2012, the Council approved Ordinance 2012-O-154

BACKGROUND
The City of Laredo intends to protect its residents' public health, safety, and welfare as it relates to new businesses and regulating new and existing businesses. There is a need to clarify all businesses (new and existing) to require a valid Certificate of Occupancy within the city that will help guide the orderly growth of new businesses and enhance the efficient delivery of city services, including police and fire. The Certificate of Occupancy must be posted to ensure the proper enforcement of businesses operating within the city.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that the City Council approve this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
Fees will be deposited into General Fund.

ORDINANCE NO. 2024-0-XXX

AMENDING THE CODE OF ORDINANCES CHAPTER 18, ARTICLE V, IN ORDER TO CLARIFY THE NEED TO ENFORCE EXISITING BUSINESS REGULATIONS ENTITLED "REGULATION FOR NEW BUSINESS REGISTRATION" AND ADDING SECTION 18.21 "REGISTRATION REQUIREMENTS FOR NEW AND EXISTING BUSINESESS;" ADDING SECTION 18.21(a) ENTITLED "REGISTRATION REQUIREMENTS FOR NEW BUSINESSES;" ADDING SECTION 18.21(b) ENTITLED "REGISTRATION REQUIRMENTS FOR EXISTING BUSINESSES;" AND AMENDING SECTION 18-23 ENTITLED "APPLICATION FEE" BY INCREASING THE APPLICATION FEE FROM $50.00 TO $200.00 FOR NEW BUSINESSES AND ADDING A TECHNOLOGY FEE OF $150.00 FOR NEW BUSINESSES; AND BY CLARIFYING ALL BUSINESSES NEW AND EXISTING REQUIRE A VALID CERTIFICATE OF OCCUPANCY TO OPERATE, PROVIDING FOR PUBLICATION, PROVIDING FOR A SEVERABILITY CLAUSE, AND DECLARING AND EFFECTIVE DATE.

WHEREAS, the City Council deems it necessary, for the purpose of promoting the health, safety, morals, and general welfare of the City and its residents, to adopt and enforce regulations regarding the registration of businesses; and

WHEREAS, increasing the application fee from $50.00 to $200.00 for new businesses; and

WHEREAS, adding a technology fee for new business applications $150.00; and

WHEREAS, there is a need to clarify all businesses (new and existing) require a valid Certificate of Occupancy within the city that will help guide the orderly growth of new businesses and enhance the efficient delivery of city services, including police, fire; and

WHEREAS, there is a need to identify existing businesses operating with a valid Certificate of Occupancy within the city; and

WHEREAS, the Certificate of Occupancy must be posted to ensure the proper enforcement of businesses operating within the city.

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

Section 1: ARTICLE V. – REGULATION FOR NEW BUSINESS REGISTRATION to read as follows:

ARTICLE V. – REGULATION FOR NEW BUSINESS REGISTRATION

Section 18.21 Registration requirements *for new and existing businesses*

Section 18-21(a) Registration requirements for new businesses.

Every new business must have a certificate of occupancy to conduct business within the City of Laredo:

1. The name of the business and the business owner
2. The address of the business and the address of the owner
3. The business telephone number and the cell phone of the number of the owner or manager
4. Type of business and/or primary business operation
5. Legal description of the business site
6. Signature of application indicating all information submitted is correct

A Certificate of Occupancy will be issued upon approval from the below departments and/or divisions within the departments, if applicable.

Certificate of Occupancy shall be posted conspicuously inside the building.

Section 18-21(b) Registration requirements for existing businesses.

Every existing business must have a certificate of occupancy to conduct business within the City of Laredo:

1. *The name of the business and the business owner*
2. *The address of the business and the address of the owner*
3. *The business telephone number and the cell phone of the number of the owner or manager*
4. *Type of business and/or primary business operation*
5. *Legal description of the business site*
6. *Signature of application indicating all information submitted is correct*

A Certificate of Occupancy will be issued upon approval from the below departments and/or divisions within the departments, if applicable.

Certificate of Occupancy shall be posted conspicuously inside the building.

Section 18-23 Application Fee

~~The application [applicant] shall pay an application fee of ($50.00)~~
The fee for a change of name on an existing business will be fifty dollars ($50.00)

Every new and existing business shall pay a registration application fee of two hundred dollars ($200.00).
Every new business shall pay a technology fee of one hundred fifty dollars ($150.00).

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 (60) from the date of the public hearing.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Public Hearing & Introductory Ordinance 7.**

SUBJECT
A Public Hearing and Introductory ordinance of the City of Laredo, Texas, amending Chapter 21, “Offenses and Miscellaneous provisions,” of the Code of Ordinances by adding article XVI, “Habitual Criminal and Nuisance Properties”; establishing regulations for habitual nuisance properties and establishing a fee schedule for properties deemed a habitual nuisance property.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this ordinance

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
New fees will be deposited into General Fund.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 21, "OFFENSES AND MISCELLANEOUS PROVISIONS," OF THE LAREDO CITY CODE BY ADDING ARTICLE XVI, "HABITUAL CRIMINAL AND NUISANCE PROPERTIES"; CREATING REGULATIONS FOR HABITUAL NUISANCE PROPERTIES AND ESTABLISHING A FEE SCHEDULE FOR PROPERTIES DEEMED A HABITUAL NUISANCE PROPERTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, nightlife establishments can create significant noise disturbances for nearby residents, particularly during late hours or on weekends. This can disrupt the peace of residential neighborhoods, affecting residents' quality of life; and

WHEREAS, the City of Laredo is committed to protecting the health, safety, and welfare of its residents;

WHEREAS, it is essential to maintain properties in compliance with minimum property conditions and lawful operations to achieve this goal;

WHEREAS, habitual offenders of nuisance ordinances undermine these efforts by allowing conditions that lead to frequent health and safety concerns and criminal activity;

WHEREAS, such activity renders properties habitual criminal properties or habitual nuisance properties, negatively impacting the surrounding community;

WHEREAS, a reduction in this type of activity is essential for making properties safe, sanitary, and fit for human habitation;

WHEREAS, improving the quality of life for occupants of surrounding properties is a priority for the City of Laredo; and

WHEREAS, in pursuit of these objectives, the City of Laredo has determined that imposing appropriate fees on habitual offenders of nuisance ordinances is necessary to obtain compliance and reduce crime.

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

Section 1. City of Laredo Code of Ordinances, Chapter 21, "Offenses and Miscellaneous Provisions," is hereby amended to include the following sections:

Sec. 21-310. – Definitions.

(1) ABATABLE CRIMINAL ACTIVITY means those activities listed in Chapter 125 of the Texas Civil Practice and Remedies Code, as amended. The term does not include crimes of family violence.
(2) CODE VIOLATIONS mean violations provided for in the City of Laredo Municipal Code, the City of Laredo Land Development Code, and any other City, State, or Federal laws adopted by the City of Laredo.
(3) HABITUAL CRIMINAL PROPERTY is a property described in Section 21-312(1).
(4) HABITUAL NUISANCE PROPERTY is a property described in Section 21-312(2).
(5) OWNER means a person or entity who has ownership or title of real property, including, but not limited to:
    a. the holder of fee simple title;
    b. the holder of a life estate;
    c. the holder of a leasehold estate for an initial term of five years or more;
    d. the buyer in a contract for deed;
    e. a mortgagee, receiver, executor, or trustee in control of real property; and
    f. the named grantee in the last recorded deed.

Sec. 21-311. - Authority of the Chief of Police and Director.

(1) The Chief of Police shall implement and enforce this article as it pertains to abatable criminal properties and may by written order establish such rules, regulations, or procedures not inconsistent with this article as the Chief of Police determines are necessary to discharge any duty under or to affect the purpose of this article as it pertains to abatable criminal properties.
(2) The director, in collaboration with the Chief of Police, shall implement and enforce this article as it pertains to abatable nuisance properties and may, by written order, establish such rules, regulations, or procedures not inconsistent with this article as the director determines are necessary to discharge any duty under or to affect the purpose of this article as it pertains to abatable nuisance properties.

Sec. 21-312. – Presumptions.

(1) A property is presumed a habitual criminal property if the property is the site:
    a. of five or more abatable criminal activities within three hundred and sixty-five (365) days resulting in either a report of a law enforcement agency documenting an investigation of an abatable criminal activity on the property or enforcement action against any person associated with the abatable criminal activity on the property; and
    b. at which persons have historically committed abatable criminal activities, according to recent crime data.
(2) A property is presumed a habitual nuisance if it is the site of three or more citations for code violations within three hundred sixty-five (365) days.
    a. A property is presumed a habitual nuisance if it is the site of three or more citations for code violations within three hundred sixty-five (365) days.
    b. An owner of habitual criminal or nuisance property is presumed to have knowingly tolerated the abatable criminal activity or code violations at the owner's property by failing to take reasonable steps to abate them.

c. The presumptions in this section are rebuttable at the accord meeting pursuant to Section 21-313 of this chapter.

Sec. 21-313. – Accord Meeting.

(1) If the Chief of Police or director determines that the presumptions in Section 21-312 are satisfied, the chief or director shall notify the property owner, in writing, of the chief's or director's preliminary determination and shall provide the owner with notice to attend an accord meeting. The notice must include a copy of this article.
(2) At the accord meeting, the following applies:
    a. The presumed owner may present evidence that the person is not the owner or that the owner has taken reasonable steps to abate the abatable criminal activity or code violations, including, without limitation, that:
        i. The owner has implemented monitoring and surveillance systems at the property;
        ii. The owner complies with all regulations governing the owner's business;
        iii. The owner is enforcing lease clauses related to reducing abatable criminal activity or code violations, such as tenant screening, enforcement of property rules, and regular tenant verification;
        iv. The owner is communicating abatable criminal activity to the chief and cooperating with the chief, as requested;
        v. The owner is demonstrating to the director that the owner is taking proactive steps to abate code violations on the property and
        vi. The property complies with the standards set out in this code.
    b. The city attorney may attend the meeting as the chief's or director's legal counsel, and the owner may bring their legal counsel.
(3) The chief or director shall make all reasonable efforts to schedule the accord meeting during a time when the owner is available but not later than thirty (30) days from the date the accord meeting notice is deemed received or is received by the owner, whichever date is sooner.
(4) Not later than thirty (30) days after the date of the accord meeting, the chief or director shall provide the owner with notice of the chief or director's final determination as to the presumptions under Section 21-312. Notwithstanding the foregoing, upon request of the owner during the accord meeting, the chief or director may delay the notice of determination up to sixty (60) days after the accord meeting. During this time, the owner may present additional evidence under Section 21-313(2)(a). If the owner does not appear for the accord meeting, the chief's or director's determination is final as of the date of the accord meeting provided in the notice.
(5) Once an owner is provided notice pursuant to this article, they commit an offense if the owner fails to attend an accord meeting.

Sec. 21-314. – Annual Review.

Each year, not later than thirty (30) days after the date the chief's or director's determination as to the presumptions under Section 21-312 are final, the chief or director shall send a notice to the owner as to whether the presumptions under Section 21-312 are still satisfied. At any time, the chief or director may determine that the presumptions under Section 21-312 are no longer satisfied and shall then notify the owner of the determination.

Sec. 21-315. – Appeal from Chief's or Director's Determination.

(1) The chief's or director's determinations under Sections 21-313 and 21-314 are final unless the owner files a written appeal to the permit and license appeal board. The appeal must be filed with the city secretary no later than ten (10) calendar days after the owner receives notice of the chief's or director's final determination. A person who does not attend the accord meeting is not entitled to an appeal under this section for one year after the accord meeting date in the notice. Only the owner is entitled to an appeal under this article.
(2) If a written request for an appeal hearing is filed under Subsection (1) with the city secretary within the ten (10) day limit, the City Manager shall hear the appeal. The city secretary shall set a date for the hearing not later than thirty (30) days after the date the appeal is filed.
(3) In deciding the appeal, City Manager is limited to the issues of whether the presumptions in Section 21-312 are satisfied.

Sec. 21-316. – Placarding; Conditions; Inspections; Notifications to Planning and Zoning Commission.

For a property that has been finally determined to satisfy the presumptions in Section 21-312, the following applies:

(1) Placarding. The chief or director may require the owner to place a placard provided by the city on or near the front door or any main entrance to the structure or dwelling unit. For multitenant and commercial properties, the chief or director may also require the owner to place a placard in a conspicuous place in a common area of the property.
    a. The placard must be visible at all times and must state one of the following:

    "THE LAREDO POLICE DEPARTMENT HAS DECLARED THIS SITE A HABITUAL CRIMINAL PROPERTY UNDER ARTICLE XVI, CHAPTER 21, OF THE CITY OF LAREDO MUNICIPAL CODE. IF YOU HAVE QUESTIONS, PLEASE CALL DPD AT [TELEPHONE NUMBER DETERMINED BY THE CHIEF]. IF YOU SEE SOMETHING SUSPICIOUS OCCURRING AT THIS PROPERTY OR IN AN EMERGENCY, DIAL 911."

    "THE LAREDO DEPARTMENT OF CODE COMPLIANCE HAS DECLARED THIS SITE A HABITUAL NUISANCE PROPERTY UNDER ARTICLE XVI, CHAPTER 21, OF THE CITY OF LAREDO MUNICIPAL CODE. IF YOU HAVE QUESTIONS, PLEASE CALL CODE COMPLIANCE AT [TELEPHONE NUMBER DETERMINED BY THE DIRECTOR]. IF YOU WITNESS VIOLATIONS

PERTAINING TO NOISE, OVERCROWDING, OR VEHICULAR TRAFFIC INTERFERENCE OCCURRING AT THIS PROPERTY, REPORT TO 311."

b. A person commits an offense if the person;
    i. fails to place a required placard on the property and keep it posted for the duration required by the chief or director or;
    ii. without authority from the chief or director, remove or destroy the placard.

(2) Conditions. When a property is declared a habitual criminal or nuisance property, the chief or director may place conditions on the operation of the business at the property. The property owner and the business operator are responsible for compliance with any conditions put on the property. Some conditions the chief or director may put on the property include but are not limited to:
    a. The minimum number of security guards at the property, including parking lots, at all times or at certain times of operation.
    b. Patrol property and adjacent areas to monitor loitering, vandalism, excessive noise, crowd control, and illegal acts.
    c. Protocols ensuring prompt and orderly crowd dispersal from the property, including on-site and off-site parking areas.
    d. Limit hours of entertainment activities, including live music and music disseminated by a disc jockey.
    e. Additional protocols, including identification scanners, are needed to enforce patrons' age restrictions strictly.
    f. Litter control protocol.
    g. Use of a mechanical counting device to ensure maximum occupancy limits.
    h. Bar/club/restaurant training for all or certain establishment employees.

(3) Inspections. The chief or director may inspect the property for compliance with the conditions and activities in this Article or any other condition or activity the chief or director determines, in light of the chief's or director's training and experience, will reduce abatable criminal activity or code violations at the property.

(4) Notification to city Planning and Zoning Department Director. If an establishment operates under a special or conditional-use permit, the chief or director shall notify the city Planning and Zoning Director to initiate the permit revocation process for the habitual criminal or nuisance property.

Sec. 21-317. – Fees.

For a property finally determined to satisfy the presumptions in Section 21-312, the owner shall pay an annual fee to the city according to the table below for each year that the presumptions in Section 21-312 are satisfied. In this section, residential and nonresidential refer to those uses as defined in the Laredo Land Development Code. The fees are not refundable in whole or in part.

RESIDENTIAL	**ANNUAL FEE**

(by number of dwelling units)	
0-2	$1,629
3-20	$2,009
21-59	$2,752
60-250	$3,564
251-500	$4,321
501-1,000	$5,317
1,001 or more	$6,313

NONRESIDENTIAL **(by square footage of largest improvement)**	**ANNUAL FEE**
0-4,999	$2,802
5,000-9,999	$3,447
10,000-59,999	$4,926
60,000-99,999	$7,653
100,000 or more	$9,825

Sec. 21-318. – Delivery of Notices.

Any notice to be provided by the city pursuant to this article shall be deemed effective if made to the owner. Notice is effective when:

(1) personally delivered to the owner; or
(2) mailed by certified U.S. mail, with return receipt requested, and addressed to the last address in the Webb County Appraisal District Records. Mailed notice shall be deemed received and effective three (3) days after the date of mailing, whether the notice was received or whether the notice was returned unclaimed or undeliverable.

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. 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 City Council would have enacted the same 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 (60) days after the public hearing.

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

_____

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____

MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
CITY ATTOREY

Sec. 21-317. – Fees.

For a property that has been finally determined to satisfy the presumptions in Section 21-312, the owner shall pay an annual fee to the city according to the table below for each year that the presumptions in Section 21-312 are satisfied. In this section, residential and nonresidential refer to those uses as defined in the Laredo Land Development Code. The fees are not refundable in whole or in part.

RESIDENTIAL **(by number of dwelling units)**	**ANNUAL FEE**
0-2	$1,629
3-20	$2,009
21-59	$2,752
60-250	$3,564
251-500	$4,321
501-1,000	$5,317
1,001 or more	$6,313

NONRESIDENTIAL **(by square footage of largest improvement)**	**ANNUAL FEE**
0-4,999	$2,802
5,000-9,999	$3,447
10,000-59,999	$4,926
60,000-99,999	$7,653
100 ,000 or more	$9,825

City Council

Meeting Date: 6/24/2024 **Public Hearing & Introductory Ordinance 8.**

SUBJECT
A Public Hearing and Introductory Ordinance of the City of Laredo, Texas, imposing a moratorium on applications and plans for development for permits, plats, verifications, rezonings and site plans for car wash businesses within the corporate city limits of Laredo, Texas; adopting written findings justifying the moratorium.

PREVIOUS COUNCIL ACTION
Council motioned to adopt a moratorium on car washes in the City in effort to conserve water as a result of low water levels at key water sources for the city.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
No Financial Impact

ORDINANCE NO. 2024-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, IMPOSING A MORATORIUM ON APPLICATIONS AND PLANS FOR DEVELOPMENT FOR PERMITS, PLATS, VERFICIATIONS, REZONINGS AND SITE PLANS FOR CAR WASHES WITHIN THE CORPORATE CITY LIMITS OF LAREDO, TEXAS; ADOPTING WRITTEN FINDINGS JUSTIFYING THE MORATORIUM; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council is committed to protecting the health, safety, and welfare of the citizens of the City by imposing this moratorium on new car wash businesses as it seeks to review all water conservation options; and

WHEREAS, the Texas Local Government Code, Subchapter E, "Moratorium on Property Development in Certain Circumstances" of Chapter 212, "Municipal Regulation of Subdivisions and Property Development," authorizes a municipality to adopt a moratorium on property development after proper notice and two public hearings; and

WHEREAS, required notices have been properly provided and public hearings were held on the following dates: City Planning and Zoning Commission on June 20, 2024 and City Council meeting on June 24, 2024; and

WHEREAS, the City of Laredo is currently experiencing severe drought conditions; and

WHEREAS, the water levels at key water sources for the City are at historically low levels; and;

WHEREAS, the City is making a concerted effort to encourage water conservation and car washes can use up to 200,000 gallons of water per month; and

WHEREAS, it is in the best interest of the public health, safety, and welfare to impose a temporary moratorium on non-essential water use, specifically car washing businesses, to preserve water for essential needs; and

WHEREAS, based upon the evidence, the City Council concludes that it is appropriate and necessary to impose a moratorium on applications and plans for development permits, plats, verifications, rezonings and site plans for Car Wash Business Developments within the corporate city limits of Laredo.

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

Section 1. The above premises are hereby found to be true and correct legislative and factual findings of the City Council and they are hereby approved and incorporated into the body of this

resolution as if copied in their entirety.

Section 2. A moratorium is hereby adopted and imposed on applications and plans for development, permits, plats, verifications, rezonings, and site plans for Car Wash Businesses within the corporate city limits of Laredo, said moratorium to allow the review of all relevant statutes, ordinances, and regulations of the State of Texas and City of Laredo to consider appropriate amendments, if any, to the existing regulations for Car Wash Business developments, and whether to adopt any new ordinances or regulations to regulate such uses. No new, expanded or modified Car Wash Business development are to be allowed within the corporate city limits of Laredo until said review is completed and ordinances of the City of Laredo are amended as necessary, or until this moratorium, including extensions, if any, shall have expired, whichever occurs first.

Section 3. After the effective date of, and extending for the duration of this moratorium (including any extensions hereto), no City employee, officer, official, agency, department, board or commission of the City shall accept for filing any application or plan for development for permits, plats, verifications, rezonings or site plans for new, expanded or modified Car Wash Business Developments within the corporate city limits of Laredo. Any City employee, officer, official, agency, department, board or commission of the City in receipt of any such application or plan for development shall forward the same to the Director of Planning and Zoning ("The Director"), who shall review the application or plan for development to determine whether the application or plan for development is subject to this moratorium. Receipt of an application or plan for development for the limited purpose of such review shall not constitute filing or acceptance of the application or plan for development. In the event the Director determines that an application or plan for development is subject to the moratorium, the Director shall take no further action on the application or plan for development.

Section 4. The provisions of this ordinance do not apply to any new, expanded or modified development or use that is being constructed or is to be constructed or to any new completed applications or plans for development for permit, plat, verification, rezoning, or site plan for any new, expanded, or modified Car Wash Business that were filed prior June 21, 2024, such date being the fifth business day after tehd ate on which the City published notice of public hearings to consider this ordinance.

Section 5. The provisions of this ordinance do not apply to applications for roof, electrical, plumbing, and mechanical permits for existing Car Wash Businesses if the permits are required solely for property maintenance.

Section 6. This ordinance shall expire one-hundred twenty (120) days after its adoption unless extended as allowed by applicable law.

Section 7. For purposes of this moratorium, the terms set forth herein shall have the same meanings assigned by Chapter 212 of the Texas Local Government Code.

Section 8. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

JUSTIFICATION FOR COMMERCIAL MORATORIUM

WRITTEN FINDINGS

Introduction

The City of Laredo is currently facing a severe water crisis. Both the Falcon and Amistad reservoirs, crucial sources of our water supply, have dropped to all-time low levels as of 2023. This alarming decline necessitates immediate action to conserve our limited water resources. A 2022 study commissioned by the City of Laredo projects that without significant changes, our city will not have adequate water capacity to meet demand by 2044. To address this urgent issue, I propose the implementation of a temporary moratorium on the issuance of permits for new car washes within the geographical boundaries of the City of Laredo.

Background

Water conservation has become a critical issue for our community due to the following reasons:

Drought Conditions: Laredo is experiencing a prolonged drought, severely impacting our water supply. The Falcon and Amistad reservoirs, which provide a significant portion of our water, have seen unprecedented water levels drop.

Projected Water Shortages: The 2022 study indicates that the City of Laredo is on a trajectory to face significant water shortages by 2044 unless immediate measures are taken to conserve water.

High Water Usage by Car Washes: Car washes are known to consume 65 to 80 gallons of water per vehicle. This high usage rate places a significant burden on our already-strained water resources.

Rationale for the Moratorium

Conservation of Water Resources: The City can significantly reduce non-essential water usage by implementing a moratorium on new car wash permits. This measure will help conserve our precious water resources during this critical drought.

Health, Safety, and Welfare of Residents: Ensuring our community has adequate water supplies is essential for maintaining public health and safety. The moratorium will support these goals by reducing water waste and promoting sustainable water use practices.

Inadequacy of Current Ordinances: Existing ordinances do not sufficiently address the urgent need to conserve water. The current regulations do not impose adequate restrictions on high-water-use facilities like car washes. This moratorium will give the City the necessary time to develop and implement more effective water conservation policies.

Scope and Application of the Moratorium

The proposed moratorium will:

Apply only within the geographical boundaries of the City of Laredo.

Restrict the issuance of new permits for car washes to all individuals, businesses, or entities seeking to develop new car wash facilities.

This does not affect those who submitted their applications for permits before the enactment of this moratorium.

Duration of the Moratorium

This moratorium is proposed as a temporary measure. It is recommended that it be in place for a period of 90 days, during which the City will assess its water conservation policies and develop comprehensive strategies to address the water shortage issue.

Expected Outcomes

Reduced Water Consumption: By limiting the development of new car washes, the City will reduce overall water consumption, thereby helping to alleviate pressure on our dwindling water resources.

Increased Awareness and Compliance: The moratorium will raise awareness about the critical importance of water conservation among residents and businesses. It will also encourage compliance with water-saving practices and policies.

Long-term Sustainability: This measure will contribute to the long-term sustainability of Laredo’s water supply, helping to ensure that future generations have access to adequate water resources.

Conclusion

Given the severe water crisis facing the City of Laredo, we must take decisive action to conserve our water resources. Implementing a moratorium on the issuance of permits for new car washes is a necessary step to address this urgent issue and safeguard our community's health, safety, and welfare. I strongly recommend that the City Council approve this moratorium and commit to developing more robust water conservation policies in the near future.

City Council

Meeting Date: 6/24/2024 **Public Hearing & Introductory Ordinance 9.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to accept and enter into a contract amendment from the Texas Department of State Health Services (DSHS) for the IDCU/COVID-19 Grant program, amending the FY2023-2024 budget by appropriating revenues and expenditures in the additional amount of $1,103,507.00, for a total grant award of $5,752,479.00, with no match, for the City of Laredo Public Health Department, and amending the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating two (2) Senior Office Assistant, 202 positions and one (1) Custodian, 201 position for the term period from August 07, 2020 through July 31, 2026. Funding is available in the IDCU/COVID-19 Grant - Public Health Department fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Texas Department of State Health Services (DSHS) contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Public Health Department. Through this partnership, the City of Laredo Public Health Department will establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures; improve morbidity and mortality surveillance; enhance laboratory testing and reporting capacity; prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations; monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel); work with healthcare system to manage and monitor system capacity; and improve understanding of jurisdictional communities with respect to COVID-19 risk.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year: 2024

Budgeted Y/N?:	Y
Source of Funds:	IDCU/COVID 19 Grant
Account #:	226-6042
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account is 226-0000-323-4020 and the expenditure division is 226-6042 with Project Numbers HEIC05.

ORDINANCE NO. 2024-O-XXX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE IDCU/COVID-19 GRANT PROGRAM, AMENDING THE FY2023-2024 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE ADDITIONAL AMOUNT OF $1,103,507.00, FOR A TOTAL GRANT AWARD OF $5,752,479.00, WITH NO MATCH, FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, AND AMENDING THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FY2023-2024 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY CREATING TWO (2) SENIOR OFFICE ASSISTANT, 202 POSITIONS AND ONE (1) CUSTODIAN, 201 POSITION FOR THE TERM PERIOD FROM AUGUST 07, 2020 THROUGH JULY 31, 2026. FUNDING IS AVAILABLE IN THE IDCU/COVID-19 GRANT FUND – PUBLIC HEALTH DEPARMENT FUND.

WHEREAS, the Texas Department of State Health Services (DSHS) contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Public Health Department, and;

WHEREAS, Through this partnership, the City of Laredo Public Health Department will establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures; improve morbidity and mortality surveillance; enhance laboratory testing and reporting capacity; prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations; monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel); work with healthcare system to manage and monitor system capacity; and improve understanding of jurisdictional communities with respect to COVID-19 risk.

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 from the Texas Department of State Health Services (DSHS) for the IDCU/COVID-19 Grant program, amending the FY2023-2024 budget by appropriating revenues and expenditures in the additional amount of $1,103,507.00, for a total grant award of $5,752,479.00, with no match, for the City of Laredo Public Health Department, and amending the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating two (2) Senior Office Assistant, 202 positions and one (1) Custodian, 201

position for the term period from August 07, 2020 through July 31, 2026. Funding is available in the IDCU/COVID-19 Grant fund – Public Health Department fund.

Section 2: The revenue account is 226-0000-323-4020 and the expenditure division is 226-6042 with Project Numbers HEIC05.

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: 6/24/2024 **Public Hearing & Introductory Ordinance 10.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Chapter 15, “Health and Sanitation,” Article I “In General” of the Code of Ordinances Section 15-5 “Fees for Influenza, Childhood and Other Immunizations” to update the section title; update fees for vaccines of state programs; include fees for non-state private stock vaccines; providing a severability clause; providing a savings clause; and providing for an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Public Health Department wishes to amend fees for services provided in order to address current operation needs for immunizations that are an essential part of public health.

Generic Name	Price
COVID-19 12YRS & OLDERS-SPIKEVAX	$227
COVID-19 6M TO 11YRS	$227
Hep A/ Hep B	$208
HPV 9	$303
MCV4	$244
PCV20	$385
POLIO IPOL	$99
RSV-BAYFORTUS	$618
RSV	$441
Tdap	$88
Shingles (Zoster)	$249
Varicella	$260
Yellow Fever	$204

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2024-O-XXX

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 15, "HEALTH AND SANITATION," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES SECTION 15-5 "FEES FOR INFLUENZA, CHILDHOOD AND OTHER IMMUNIZATIONS" TO UPDATE THE SECTION TITLE; UPDATE FEES FOR VACCINES OF STATE PROGRAMS; INCLUDE FEES FOR NON-STATE PRIVATE STOCK VACCINES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Laredo Public Health Department is amending fees for services provided in order to address current operation needs; and,

WHEREAS, immunizations are an essential part of public health; and

WHEREAS, the City Council finds that amending the fees of state and non-state vaccine stock is necessary for public health, safety, and welfare.

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

Section 1: Chapter 15, "Health and Sanitation." Article I "In General" of the City of Laredo Code of Ordinances, is hereby amended as follows:

ARTICLE I. – IN GENERAL

…

Sec. 15-5. – Fees for ~~influenza, childhood and other~~ immunization services.

a. *Influenza*:

The City of *Laredo Public H*ealth department director is hereby authorized to charge [~~twenty-five dollars ($25.00)~~] *thirty dollars ($30.00)* to each person to whom it provides an immunization against influenza. ~~or twenty dollars ($20.00) per vaccine (dose) not to exceed a total of forty dollars ($40.00) for persons that meet the Texas Immunization Safety net guidelines.~~

b. *State Program Vaccines:*

(1*). Texas Vaccine for Children (TVFC) Program Fees – for vaccines administered under the Texas Vaccine for Children (TVFC) Program within the jurisdiction of the Laredo Public Health Department, a fee of ten dollars ($10.00) shall be levied for each vaccine (dose) administered, not to exceed a total of twenty ($20.00) per client.*

(2). *Adult Safety Net (ASN) Program Fees – for vaccines administered under the Adult Safety Net (ASN) Program within the jurisdiction of the Laredo Public Health Department, a*

fee of twenty dollars ($20.00) shall be levied for each vaccine (dose) administered, not to exceed a total of forty dollars ($40.00) per client.

c*. Non- State Private Stock Vaccines:*

A fee (pricing schedule below) shall be collected for any Laredo Public Health private stock vaccine (dose) administered within the jurisdiction of the Laredo Public Health Department. Fee per vaccine (dose) is determined based on procurement and operational costs incurred by the Laredo Public Health Department.

Generic Name	*Price*
COVID-19 12YRS & OLDERS-SPIKEVAX	*$227*
COVID-19 6M TO 11YRS	*$227*
Hep A/ Hep B	*$208*
HPV 9	*$303*
MCV4	*$244*
PCV20	*$385*
POLIO IPOL	*$99*
RSV-BAYFORTUS	*$618*
RSV	*$441*
Tdap	*$88*
Shingles (Zoster)	*$249*
Varicella	*$260*
Yellow Fever	*$204*

~~All other vaccines will be charged at cost plus a twenty dollar ($20.00) administrative fee.~~
These fees will be modified on a yearly basis to offset the cost of the vaccine and to bring them in line with the state Medicare and Medicaid or sliding fee scale reimbursement rates.

This section does not and is not intended to exempt, change or modify the terms of any governing federal or state regulations which apply to the provision of influenza immunizations or pneumococcal immunizations by the health department.

~~The city health department director is hereby authorized to charge ten dollars ($10.00) per vaccine (dose,) not to exceed a total of twenty dollars ($20.00) per person per visit for any person under eighteen (18) years of age or that meets the Texas Vaccine for Children (TVFC) or Texas Immunization Safety net guidelines for all immunizations offered by the health department (other than non-TVFC influenza, pneumococcal or other vaccine not covered by the TVFC or the safety-net guidelines) which includes: DTAP - Diphtheria, tetanus, pertussis; MMR - Measles, mumps rubella; Hib - Haemophilus influenza B; hepatitis A; hepatitis B; varicella; human papilloma virus; meningococcal, polio, rotavirus, influenza, pneumococcal and other variations or new vaccines that may develop.~~

~~Boosters for any of the above are ten dollars ($10.00) per vaccine (dose,) not to exceed a total of twenty dollars ($20.00) per person per visit.~~

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. That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Introductory Ordinance 11.**

SUBJECT
An Ordinance authorizing the City Manager to execute a lease agreement between The Laredo International Airport and Freightsol, LLC, for approximately 157 square feet of office space, suite #130, located at 4719 Maher Avenue, Laredo, Webb County, Texas, on a property legally described as Block no. 1, of the Subdivision Plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. The proposed lease term is for three (3) years commencing on August 1, 2024 until July 31, 2027. Initial monthly rent shall be $800.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date. There is no financial expenditure impact.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo International Airport currently has office space available for lease at a property located at 4719 Maher Avenue, also known as the Federal Inspection Station. Said office space constitutes 157 square feet in suite #130. Freightsol, LLC has expressed interest in the space, to be used as an administrative office for their aviation services.

The Laredo International Airport finds that's that it is in the best interest of the airport to enter this lease agreement. The proposed term of the lease agreement is for three (3) years commencing on August 1, 2024 until July 31, 2027. Initial monthly rent shall be $800.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y.
Source of Funds:	Aeronautical Building Rent
Account #:	242-0000-361-1086
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Rent will commence at $800 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI). All commission revenue will be deposited into the respective department's revenue account No. 242-0000-361-1086.

ORDINANCE 2024-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND FREIGHTSOL, LLC FOR APPROXIMATELY 157 SQUARE FEET OF OFFICE SPACE, SUITE #130, LOCATED AT 4719 MAHER AVENUE, LAREDO, WEBB COUNTY, TEXAS, ON A PROPERTY LEGALLY DESCRIBED AS BLOCK NO. 1, OF THE SUBDIVISION PLAT OF LAREDO AIRPORT ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 1, PLAT RECORDS OF WEBB COUNTY, TEXAS. THE PROPOSED LEASE TERM IS FOR THREE (3) YEARS COMMENCING ON AUGUST 1, 2024 UNTIL JULY 31, 2027. INITIAL MONTHLY RENT SHALL BE $800.00 A MONTH AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the City Manager to execute a lease agreement between the Laredo International Airport and Freightsol, LLC, for approximately 157 square feet of office space, Suite #130, located at 4719 Maher Avenue, Laredo, Webb County, Texas, on a property legally described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas; and

WHEREAS, the proposed lease term is for three (3) years commencing on August 1, 2024 until July 31, 2027.

WHEREAS, the initial monthly rent shall be $800.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

SECTION 1: The Mayor and City Council hereby authorize the City Manager to execute a lease agreement between the Laredo International Airport and Freightsol, LLC, for approximately 157 square feet of office space, Suite #130, located at 4719 Maher Avenue, Laredo, Webb County, Texas, on a property legally described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas for a term of three (3) years commencing on August 1, 2024 until July 31, 2027. Initial monthly rent shall be $800.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

SECTION 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ 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

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

This agreement made and entered into by and between the City of Laredo, a municipal corporation (hereinafter called "LESSOR"), and FREIGHTSOL LLC.(hereinafter called "LESSEE").

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called "Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I
PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Director, shall be considered the LESSOR for all purposes of this lease.

"PREMISES": Includes the property and building subject to the lease.

"STRUCTURE" or "STRUCTURAL": Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 **LEASED AREA**:

The LESSOR does hereby lease approximately 157.36 square feet of office space, Suite #130 in Federal Inspection Station (FIS) building located at 4719 Maher Avenue, Laredo, Webb County, Texas situated on property described as Block No. 1 of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on Exhibit A attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM**:

This lease is to be for a term of three (3) years commencing on June 1st, 2024 and ending on May 31st, 2027. Either party may terminate the contract at any time during its term without cause by giving not less than ninety (90) calendar days' prior written notice, to the other party, of the intention to terminate the contract and the specific termination date.

1.03 **OPTION TO EXTEND**:

LESSEE is hereby granted an option to extend this lease for one (3) year term until May 31st, 2030, with the option to be exercised by letter in writing delivered to and received by the LESSOR at its Airport Director's Office, at least ninety (90) days before the end of the previous term.

1.04 **RENTAL OBLIGATION**:

Subject to annual review for rent escalation pursuant to Section 1.05 herein, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Eight Hundred Dollars ($800.00) base rent for each month, during the initial term of this lease and any extension thereto.

Monthly rentals shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payments (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or

defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including but not limited to:

(a) Any damages to or destruction of the premises or any part thereof;

(b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

(c) Any claim LESSEE has or might have against LESSOR;

(d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.05 **RENTAL ESCALATION**:

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of August 1, 2025, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as that date from that of the preceding calendar year (January-December)

Example:

1. First Anniversary: Base rent x CPI = adjustment + base rent = rent for second year.

2. Second Anniversary: Second year's rent x CPI = adjustment + second year's rent = rent for third year…etc., annually until lease expiration or any extension thereto.

1.07 **UTILITIES**:

LESSOR shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the premises throughout the term of this lease, including any connection fees.

1.08 **TAXES**:

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.09 **USE AND USE CONFLICT**:

The leased area is to be used and occupied solely for the purpose of aviation related services, office work pertaining to aviation, and no other use of the leased area is permitted.

Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease or any interest therein be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, but shall constitute a material breach of this contract by LESSEE.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.10 **LATE CHARGE**:

Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this contract.

1.11 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

1.12 **LESSOR'S WARRANTY OF QUIET ENJOYMENT**:

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

1.13 **WARRANTY OF TITLE**:

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY AND NONCLAIM:

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures and equipment leased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold

LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives, while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

2.02 **LESSEE'S DUTY TO REPAIR**:

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all repairs, whereby structural or non-structural, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows and doors of established leasehold, light fixtures, plumbing fixtures, , painting of interior and exterior walls when needed, floor covering and other non-structural repairs. As well as structural repairs including the floors, ceiling and interior walls. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

Damage or injury to the premises, fixtures, appurtenances whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

2.03 **ALTERATIONS**:

LESSEE is granted the right to make alterations to the leased area other than structural alterations or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions.

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

2.04 **INSURANCE**:

LESSEE 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.

1. 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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

2. 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.

3. Any Subcontractor(s) hired by the Lessee shall maintain insurance coverage equal to that required of the Lessee. It is the responsibility of the Lessee to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

4. 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.

5. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

   a. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

   b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

   c. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

   d. 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.

   e. 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.

   f. 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.

   g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

   h. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

   i. 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.

6. 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:

   a. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

   b. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

7. Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

8. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered reasonably necessary by LESSOR and consistent with the terms and conditions of this Lease, provided, however, that the LESSOR may only exercise its right under the foregoing upon six (6) months' notice to LESSEE and any such change must be in line with requirements at comparable facilities at comparable airports and, in any event, not more burdensome than applicable to comparable tenants at the Airport.

ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 **LESSEE'S DEFAULT**:

It is covenanted and agreed to by both parties that in the event that:

(1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or

(2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or

(4) LESSEE assigns or subleases or otherwise transfers this lease; or

(5) LESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or

(6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.02 **RIGHTS ON DEFAULT:**

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rent due, without waiving LESSOR'S right to the total rent due.

3.03 **ATTORNEY'S FEES:**

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, as a month-to-month tenant. The rental rate and CPI rental adjustments shall remain occurring until a new rental agreement is established. All other terms and conditions set forth in this agreement shall remain until a new rental agreement is executed.

3.05 **ABANDONMENT:**

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair of any damages.

3.06 **LESSOR'S REPRESENTATION AND WAIVER:**

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

The waiver by LESSOR to LESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or

any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.07 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT**:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

4. That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, the LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made and issued.

ARTICLE IV
MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE:**

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:**

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **CAPTIONS:**

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 **RE-ENTRY:**

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 **NON-EXCLUSIVE USE OF PARKING AREA:**

LESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for such areas.

4.07 **BINDING AGREEMENT:**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.08 **NOTICES:**

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

Freightsol LLC.
12115 Doc Adams
Laredo, TX 78045
Attn: Robert G. Garza

and to LESSOR: Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

4.09 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

Further, LESSEE, will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.10 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.11 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 **AREA SURROUNDING BUILDING:**

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building to include the right-of-way areas up to the street curb. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the building(s) and/or grounds associated with the lease agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of building(s) and/or grounds, within ten (10) days of receipt of statement. Failure to do so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.13 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.14 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said lease so long as LESSEE is not in default or any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.15 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.08, entitled "Use and Use Conflict" in this agreement.

4.16 **NATIONAL EMERGENCY:**

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government or military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

4.17 **AIRPORT HAZARD**:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.18 **NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:**

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.19 **AERIAL APPROACHES**:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.20 **SUBSTANTIAL IMPROVEMENTS OR DEMOLITION BY LESSOR:**

If LESSOR contemplates making substantial improvements or demolishing the demised premises LESSOR retains the right to exercise its sole discretion in this regard. If LESSOR makes substantial improvements to the demised premises, LESSEE has the option to terminate the lease agreement by giving the required notice or continuing with the lease agreement provided that the rent obligation shall be amended to what the fair market appraised rental is determined to be by LESSOR'S appraiser after improvements to the demised premises are partially or fully complete. Building is leased as is and there is no expressed or implied warranty on the condition or suitability of the building.

If LESSOR demolishes building, this contract will be void and no further obligation will exist between LESSEE and LESSOR.

4.21 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.22 **PREMISES LEASED "AS IS":**

Premises are leased **AS IS** and there is no expressed or implied warranty on the condition or suitability of the building.

4.23 **PROVISIONS:**

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

4.24 **AIRPORT SECURITY**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for LESSEE'S breach of security, LESSEE agrees to reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

4.25 **AGREEMENT:**

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed,

modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2024.

CITY OF LAREDO
a municipal corporation

By: _____
JOSEPH NEEB
CITY MANAGER

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

FREIGHTSOL, LLC.

BY:_____
ROBERT G. GARZA
PRESIDENT & CEO

City Council

Meeting Date: 6/24/2024 **Introductory Ordinance 12.**

SUBJECT
An Ordinance authorizing the City Manager to execute a rental car agency concession and lease agreement with Avis Budget Car Rental dba Avis and Budget, for the approximate 165 square feet of office and counter space located in car rental space #2 and 19 parking spaces located at 5210 Bob Bullock Loop at the Laredo International Airport. Lease term is for three (3) years commencing on August 1, 2024, and ending on July 31, 2027. Minimum Annual Guarantee (MAG) shall be $178,905 and rent for leased space shall be $8,393.52 annually; providing for an effective date. There is no financial expenditure impact.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Avis Budget Car Rental is a current tenant in good standing at the Laredo International Airport. Both the Airport and Avis wish to continue their operations at the passenger terminal by entering into a new concession and lease agreement.

The term is for the new lease is for three (3) years commencing on August 1, 2024, and ending on July 31, 2027, with one option to extend for an additional three years. Minimum Annual Guarantee (MAG) shall be $178,905 and rent for leased space shall be $8,393.52 annually.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y.
Source of Funds:	N/A
Account #:	242-0000-361-3004
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
All commission revenue will be deposited into the respective department’s revenue Account# 242-0000-361-3004.

ON-AIRPORT AUTOMOBILE RENTAL CONCESSION AND LEASE AGREEMENT-CITY OF LAREDO AND AVIS BUDGET CAR RENTAL DBA AVIS AND BUDGET

STATE OF TEXAS §

COUNTY OF WEBB §

THIS CONCESSION AND LEASE AGREEMENT **("Agreement"),** and entered into this _____ day of _____ 2024, by and between the **CITY OF LAREDO;** a home-rule municipality in the County of Webb, State of Texas **("CITY"),** and **AVIS BUDGET CAR RENTAL, LLC**, doing business as **AVIS and BUDGET**, a Limited Liability Company operating under the laws of the State of Texas **("CONCESSIONAIRE").**

RECITALS

WHEREAS, CITY owns and operates the terminal building for the Laredo International Airport located in Laredo, Texas **("Airport");**

WHEREAS, car rental services at the Airport are essential for proper accommodation of passengers arriving at and departing from the Airport;

WHEREAS, CITY desires to make said services available at the Airport and CONCESSIONAIRE is qualified, ready, and able to perform or see to the performance of said services, and to furnish or see to the furnishing of facilities for use in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms, covenants, and conditions stated in this Agreement, the parties hereto covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE I
RIGHTS

CITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby accepts the right to conduct and operate an on-property rental car concession at the Airport and lease real property and improvements located on Airport property related to such concession **("Concession").** Such rights and the use of the premises described in this Agreement are granted for the purpose of providing car rental services for the public furnished by CONCESSIONAIRE or by member of the CONCESSIONAIRE'S system. CONCESSIONAIRE shall also have the right to offer, in connection with its car rental business, offer products and services which are related and incidental to the rental car concession operation to its customers. Any additional services by CONCESSIONAIRE must be approved in writing by the City's Airport Director **("Director").** The Concession awarded in this Agreement confers upon CONCESSIONAIRE only the right and

obligation to conduct the Concession employing only new cars that are not older than three (3) years from the date of original manufacture to the time at which they are made available for rental to the public. For purposes of this Agreement, "cars" shall mean any non-chauffeured, self-propelled motor vehicle on four wheels for passenger transportation with a maximum capacity of fifteen (15) passengers (including driver). Self-haul (such as U-Haul™), freight or cargo trucks, delivery vans and trailers, and motor homes do not qualify as cars under this Agreement, and rentals of such vehicles are not permitted at the Airport.

ARTICLE II
NON-EXCLUSIVE CONCESSION

The Concession granted in this Agreement is a nonexclusive concession, and CITY shall have the right to deal and perfect arrangements with any other firm, individual, or corporation for engaging in like activities; provided, however, that no such on-airport arrangement may contain terms or conditions more favorable to any other concessionaire than those granted to CONCESSIONAIRE in this Agreement (excluding differences related to the number of allocated parking spaces, the location of the concession area, and the location of service and maintenance facilities, which are all determined by the minimum annual guarantee provisions under this Agreement), including any rents, fees, or guarantees provided for in this Agreement.

ARTICLE III
PREMISES

For purposes of this Agreement, "Market Share" shall mean the percentage of an individual Concessionaire's Gross Revenues to the total of all Gross Revenues for all concessionaires operating under this Agreement, or similar concession agreements, for the term of this Agreement.

a. **Location of Counter and Office Space.** The CITY shall allocate the location of CONCESSIONAIRE'S check-in counter and office space according to the Bid MAG (“minimum annual guarantee”) amounts of the selected rental car concessionaires. The concessionaire with the highest Bid MAG will choose the preferred location of the counter first; the second highest share will choose its preferred general location next; and continue in order in the same manner until all rental car concessionaires have chosen a section of counter and the companion back office area. If CONCESSIONAIRE, immediately prior to the execution of this Agreement, was a current On-Airport Rental Car Concessionaire, CONCESSIONAIRE may elect, upon its turn in order of Bid MAG priority, to retain its existing rental counter location. Otherwise, the successful Respondents, pursuant to the bid results, will pick their location of rental car counter space from the then-available locations by the amount of bid, from highest to lowest. This process will continue until all locations are filled.

b. CONCESSIONAIRE'S counter and office space No. 2 ("Counter and Office Space") is shown on Exhibit "A" attached to this Agreement and made a part hereof.

c. **Rental for Counter and Office Space.** Unless this Agreement is sooner terminated as stated in this Agreement, CONCESSIONAIRE shall pay to CITY, without notice or

demand, rent for the use of 165 square feet Counter and Office Space and for the right and privilege of doing business at the Airport during the term of this Agreement, free from any and all claims, deductions, and setoffs against CITY, a terminal rental rate in the amount of $**699.46** per month on or before the 1st day of each month, during the term of this Agreement. All rents for Counter and Office Space are subject to the general payment provisions set forth in this Agreement. Non-payment of the terminal rental rate shall constitute a breach of this Agreement.

d. **Allocation of Parking Spaces.** Subject to a minimum allocation of nineteen **(19)** Parking Spaces, the allocation of Parking Spaces shall be based upon each successful bidder's individual Bid MAG to the total of all Bid MAG amounts for all successful bidders for the rental car concession.

e. **Location of Parking Spaces.** The location of the ready return car area ("Parking Spaces") will be determined by the CITY, in the CITY'S sole discretion. The CITY will coordinate with the on-Airport Concessionaires as to the preferred section for Parking Spaces. The rental car concessionaire with the highest Bid MAG will choose the preferred section of the Parking Spaces first; the second highest share will choose its preferred general location next; and continue in order in the same manner until all on-Airport rental car concessionaires have chosen a preferred location for Parking Spaces.

f. Concessionaire's Parking Spaces #47 through #66 and Spaces #68 through #87 are shown on Exhibit "B" attached to this Agreement and made a part hereof.

g. **Pavement Numbering and Striping Plan.** An initial numbering and striping plan, including the determination of the size and location of each Parking Space and all numbering sequences shall be developed by the CITY in its sole determination after consultation with the rental car concessionaires. The numbering and renumbering, and striping and re-striping, shall be done by the CITY. In the event CONCESSIONAIRE desires to add a company logo or other identifier on the pavement for CONCESSIONAIRE'S Parking Spaces, CONCESSIONAIRE shall provide to the CITY the signage program for such pavement markings, such signage program to be approved in writing by the CITY. The approval of the signage program presented by CONCESSIONAIRE shall be at the sole discretion of the CITY.

h. **Rental for Parking Spaces.** Unless this Agreement is sooner terminated as set out in this Agreement, CONCESSIONAIRE shall pay to CITY, without notice or demand, rent for the use of the Parking Spaces and for the right and privilege of doing business at the Airport during the term of this Agreement, free from any and all claims, deductions, and setoffs against CITY a Parking Spaces rental rate in the amount of $23.00 per parking space per month on or before the 1st day of each month, during the term of this Agreement. The Parking Spaces rental rate is based on the average cost of providing vehicular parking areas for tenants and passengers using the Airport, and such Parking Spaces rental rate is hereby subject to change at any time during the term of this Agreement if and when the costs for vehicular parking areas are recalculated by

the CITY. CITY shall provide CONCESSIONAIRE thirty (30) days written notice to any change to the Parking Spaces rental rate as provided in this Agreement and CONCESSIONAIRE shall be obligated to pay the Parking Spaces rental rate in the following month's rental payment. All rents for Parking Spaces are subject to the general payment provisions set forth in this Agreement. Non-payment of the Parking Spaces rental rate shall constitute a breach of this Agreement.

i. The City agrees that it will not claim or have a lien of any kind, be it contractual or statutory, on or against Concessionaire's motor vehicles for non-payment of any rent or fees due under the Agreement, or for any default of Concessionaire or any other reason, and the City hereby, under this Agreement, waives all such liens as these solely related to motor vehicles that are available to the City. The City recognizes that Concessionaire's motor vehicles may have perfected security and financing agreements filed against them by lending institutions.

ARTICLE IV
GUARANTEED PERCENTAGE REVENUES

a. **Concession Fee.** The CONCESSIONAIRE shall pay to CITY, without notice or demand, a concession fee ("Concession Fee") which is the greater of a fee based on a percentage of Gross Revenues or minimum annual guarantee (Percentage Fee or MAG). This fee is for the privilege of doing concession business at the Airport during the term of this Agreement. This fee shall be free from any and all claims, deductions, or setoffs against CITY.

b. **MAG.** During the first year of this Agreement, CONCESSIONAIRE agrees to pay to CITY a yearly MAG ("minimum annual guarantee") of $119,270 plus $59,635 dual brand (50% of MAG) for a total of $178,905. Each such annual MAG amount shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments in the monthly amount of $14,908.75, each such monthly installment to be due and payable on the first (1st) day of each calendar month during such period. After the first year of this Agreement, this MAG is subject to adjustment as provided in Article IV(c) and (f) of this Agreement.

c. **Adjusted MAG.** For the second and each subsequent Agreement year, the MAG shall be an amount equal to eighty-five percent (85%) of the Percent Fee paid or payable by CONCESSIONAIRE to the CITY for the previous Agreement year or the first Agreement Year Bid MAG , whichever is greater. Non- payment of the Adjusted MAG shall constitute a breach of this Agreement.

d. **Percentage Fee.** Percentage Fee shall be the amount equal to ten percent (10%) of CONCESSIONAIRE'S Gross Revenues.

e. **Percentage Fee Due Date.** On or before the fifteenth (15th) day of each and every month during the term of this Agreement, beginning with the second month of the term of this Agreement and including the month following the termination of this

Agreement, CONCESSIONAIRE shall pay to CITY the Percentage Fee based on the Gross Revenues of the CONCESSIONAIRE for the preceding month.

f. **Annual Adjustments.** CONCESSIONAIRE'S Concession Fee shall be subject to readjustment, per Section IV (c), at the end of each Agreement year during the term of this Agreement. CONCESSIONAIRE shall pay to CITY the greater amount of the Percentage Fee or MAG.

g. **General Payment Provisions.** All payments of money required to be made by CONCESSIONAIRE to CITY in this Agreement shall be made when due in legal tender of the United States of America at CITY'S office at the Airport, or at such other place as CITY may designate in writing. Any amount payable which shall not have been paid when due shall bear interest at the rate of eighteen percent (18%) per annum or $500.00, whichever is greater, subject to applicable laws, which shall be paid by CONCESSIONAIRE in addition to such overdue amounts payable.

1. **Accrued Fees.** The termination of this Agreement by the lapse of time, CONCESSIONAIRE'S limited right of termination, or otherwise, shall not relieve CONCESSIONAIRE of its obligation to pay all fees or charges accrued during the period in which this Agreement is in effect and are unpaid at the time of termination.

2. **Pro Rata Payment.** If this Agreement commences or terminates without fault of CONCESSIONAIRE on any day other than the first or last day, respectively, of any calendar month, the applicable rents, fees, and charges for said month shall be paid pro rata in the same proportion that the number of days this Agreement is in effect for that month bears to the number of days in that month.

3. **Failure to Pay.** If CONCESSIONAIRE fails to pay any of the following: Counter and Office Space rentals, Parking Spaces rentals, MAG, Adjusted MAG, Percentage Fee, Annual Adjusted Fee, Concession Fee, or any other rate established by CITY in any given Agreement Year, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after ten (10) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.

h. **Gross Revenues Statement.** On or before the 15th day of each month, CONCESSIONAIRE shall provide CITY with a certified statement of CONCESSIONAIRE'S Gross Revenues, CONCESSIONAIRE'S transaction information, and other information as required by the CITY, signed by a business partner or officer of CONCESSIONAIRE for the preceding month ("Gross Revenues Statement"). If such Gross Revenues Statement is not received on time, then CONCESSIONAIRE agrees to pay an additional fifteen percent (15%) of the Concession Fee or $500.00, whichever is greater, subject to applicable laws.

i. For the purposes of this Agreement, "Gross Revenues" means the total amount charged by CONCESSIONAIRE, whether by cash, credit, or otherwise, including any separately stated fees and charges, related to CONCESSIONAIRE'S rental car business as authorized by this Agreement, any activities related directly to that business, and any other business of CONCESSIONAIRE in the rental car areas or elsewhere at the Airport, including but not limited to the terminal, fixed base operators, and Airport property. Gross Revenues applies to all cars supplied by CONCESSIONAIRE to its customers at the Airport, without regard to the manner in which, or place at which, the rental car agreement is entered into and without regard to whether the car is owned, leased, or otherwise held by CONCESSIONAIRE. All revenue is included in Gross Revenues unless specifically excluded by this Agreement. Gross Revenues includes, but is not limited to:

1. **Time and mileage.** The time and mileage charges paid or payable to CONCESSIONAIRE whether by cash, credit or otherwise.

2. **Insurance.** All monies paid or payable from the sale of personal accident insurance, or any insurance of a similar nature, as part of an authorized car rental agreement.

3. **Waiver.** Fees received by CONCESSIONAIRE to waive deductibility in insurance.

4. **Fuel.** All monies collected from or charges to customers as reimbursement for refueling a car returned pursuant to a rental agreement under which the customer is obligated to return the car with a full tank of gas and all monies collected from or charged to customers in advance for gas, pursuant to a rental agreement.

5. **Car exchange.** Monies paid to CONCESSIONAIRE for rental car contracts entered into at the Airport although the car initially rented is exchanged elsewhere and a new contract is submitted.

6. **Other money collected.** All other monies collected from customers (including, but not limited to, monies from additional drivers, underage drivers, rental of portable telephones, child restraint seats, satellite navigation systems or other technology, and other items of personal property) except those specifically excluded by this Agreement.

7. **Concession recovery fee.** Any amount that CONCESSIONAIRE separately states and charges to a customer to recover the amount of Concession Fee or any other fees paid to CITY not specifically by this Agreement.

j. Unless revenues from CONCESSIONAIRE'S rental car business are expressly and particularly excluded from Gross Revenues under this Agreement, such revenues shall be included in Gross Revenues. Revenues that may be derived from sources similar but not identical to those described in this Agreement shall be included in

Gross Revenues unless expressly excluded by this Agreement. Gross Revenues specifically excludes:

1. **Recovery of damages.** Charges to CONCESSIONAIRE'S customers for repairs to cars damaged by such customers to the extent such charges do not exceed the actual cost of repair or replacement.

2. **Recoup of expenses.** Charges to CONCESSIONAIRE'S customers, and the administration thereof, for towing, parking tickets, traffic and red light tickets, tolls, impound fees, and damages by such customers of CONCESSIONAIRE'S cars.

3. **Taxes.** Monies collected from CONCESSIONAIRE'S customers for federal, state, county, or municipal taxes specifically identified as such now in effect or in this Agreement after levied. No deduction from Gross Revenues shall be allowed for such items including franchise taxes, payroll taxes, or taxes levied on CONCESSIONAIRE'S activities, facilities, equipment, operations, real or personal property.

4. **Theft.** Uncollected charges arising from the theft or conversion of CONCESSIONAIRE'S cars.

5. **Salvage.** Monies associated with the purchase, sales, damage, salvage, or disposal of cars.

6. **Customer Facility Charge (CFC).** Monies collected from CONCESSIONAIRE'S customers for Customer Facility Charges. The CONCESSIONAIRE shall be allowed to charge $3.50 per contract day as an Customer Facility Charge or an amount allowed by Director, which shall be remitted to the Airport each month on or before the 15th day of the month, in accordance with the payment provisions in Article IV(g) and (h). This Airport Customer Facility Charge amount is hereby subject to change at any time during the term of this Agreement.

k. CONCESSIONAIRE may not reduce Gross Revenues by any of the following:

1. **Volume discounts.** Corporate or volume rebates unless CONCESSIONAIRE can establish for each corporate or volume customer invoice: (a) the amount of the rebate; (2) that the customer has a contractual right to the rebate; and (3) that the amount CONCESSIONAIRE claims as an exclusion from Gross Revenues is attributable to rental car transactions at the Airport by that corporate or volume customer. Gross Revenues may not be reduced by volume discounts unless the discount is documented for each transaction and the documentation is submitted with CONCESSIONAIRE'S monthly report.

2. **Credits for out-of-pocket purchases.** Credits given to CONCESSIONAIRE'S

customers for such things as out-of-pocket purchases of gas, oil, or emergency services, regardless of where made, may not be deducted from Gross Revenues.

3. **No diversion of rental car revenue.** Diversion, through direct or indirect means, of rental car revenues from the inclusion in Gross Revenues, as defined in this Agreement is prohibited. Diversion shall include, but not be limited to, the following situations: shortage of rental cars at the Airport while having rental vehicles available elsewhere in the Laredo Metropolitan Area and renting such vehicle to a potential customer that arrived at the Airport and not including the resulting rental car revenue as Gross Revenues as defined under this Agreement; and the taking of a reservation, advertising, or suggesting to a potential customer arriving at the Airport that the customer rent a car at a location other than at the Airport regardless of the reason, and not including the revenue resulting from such transaction in Gross Revenues. In addition to all other remedies available by law, CITY may terminate this Agreement upon a determination by the CITY that the CONCESSIONAIRE has intentionally diverted revenue as described in this Agreement.

4. **Bad debts.** CONCESSIONAIRE shall have the right to conduct all or a part of its business on a credit basis; provided, however, that the risk of such operation shall be borne by CONCESSIONAIRE, and CONCESSIONAIRE shall include as Gross Revenues any charge that CONCESSIONAIRE customarily makes for goods and services even though CONCESSIONAIRE fails to actually collect such a charge (i.e., there shall be no charge-backs of bad debt).

l. CONCESSIONAIRE shall furnish within ninety (90) days after the close of each Agreement year a written statement by an independent certified public accountant, authorized representative, or company Chief Financial Officer to CITY stating that, in their opinion, the Percentage Fee paid by CONCESSIONAIRE to CITY during the preceding year pursuant to this Agreement was made in accordance with the terms of this Agreement. Such statement shall cover the dates of the Agreement year only, not the CONCESSIONAIRE'S fiscal year. Such statement shall also contain a list of the Gross Revenues as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to CITY during the period covered by the statement. If the statement reveals, after review and verification by the CITY, that the CONCESSIONAIRE has overpaid its Percentage Fee to the CITY, the amount shall be handled by a credit memo issued by the Laredo International Airport on the next payment following the statement. Failure on the part of CONCESSIONAIRE to submit this required statement via Certified Mail or equivalent within ninety (90) days after the close of each Agreement year will result in the CITY assessing a late processing fee of five hundred dollars ($500.00) for each month or fraction of a month that the statement is past due.

m. CONCESSIONAIRE shall maintain a true and accurate set of books and records which, among other things, show all sales made and services performed for cash, credit, or otherwise. CITY may audit CONCESSIONAIRE'S books and records in

regards to Concession with the City of Laredo at any time by a Certified Public Accountant selected by the CITY. If the report discloses an error in CONCESSIONAIRE'S books resulting in an underpayment to CITY greater than two percent (2%) of the annual rental Concession Fee due, all expenses of the audit shall be paid by CONCESSIONAIRE together with any sum disclosed by the audit to the CITY. Further, CONCESSIONAIRE shall pay CITY an under-reporting penalty of fifty percent (50%) of the total amount due. In all other cases, CITY shall pay the cost of the audit. The final report of the Certified Public Accountant retained by CITY is conclusive upon both parties.

n. CONCESSIONAIRE shall not notate the concession pass-through fee as an "Airport Concession Fee or Tax" on customer invoices nor use any other explanation that would indicate to the customer that the Airport has imposed a fee on each car rental transaction. The concession recovery fee or recoupment fee stated on the invoice and charged to the customer shall not exceed 11.11 percent (11.11%) of the total charge to the customer prior to the assessment of the concession recovery fee or recoupment fee.

o. CONCESSIONAIRE shall post with the CITY a performance bond to be maintained for the thirty six (36) month period referred to in Article XX for the amount of one-half (6 months) of the MAG stated in Article IV(b). The financial guarantee may be in the form of a surety bond, or a cashier's check payable without recourse to the CITY of Laredo. If CONCESSIONAIRE submits a bond, then that bond shall be issued by a surety company acceptable to the CITY and authorized to do business in the State of Texas, and shall be in a form and content satisfactory to the CITY. Any performance bond must be provided from a surety that has a rating of "A" from AM BEST, MOODY'S, or STANDARD & POOR'S. It is the responsibility of the CONCESSIONAIRE to ensure that the performance bond does not expire and ensure that a renewal bond is received by the CITY before the previous bond's expiration. Expiration of the bond shall result in a $300.00 penalty per month until a new bond is received and may further result in the termination of the CONCESSIONAIRE'S Agreement with the CITY. If CONCESSIONAIRE terminates the Agreement (either voluntarily or involuntarily) before the completion of the full term, then CONCESSIONAIRE shall be responsible for a full twelve (12) months of the MAG and must pay another six (6) months of the MAG (in addition to the six-month performance bond) or until CONCESSIONAIRE'S spot is filled to ensure that the CITY is made whole.

p. **RAC Program.** CONCESSIONAIRE acknowledges that CITY is pursuing the future relocation and expansion of rental car facilities and operations at the Airport to provide adequate facilities and services of the type and character required by rental car companies to meet the needs of air travelers, passengers, and visitors at, and customers and users of, the Airport ("RAC Program"). The CITY shall coordinate the RAC Program with CONCESSIONAIRE and others in the rental car industry throughout the term of this Agreement. The CITY intends to establish a working group consisting of representatives from each of the rental car concessionaires at the Airport, including off Airport or other industry rental car companies, which will meet

periodically as necessary to review the CITY's plans for the future RAC Program, and the current rental car facilities and operations, parking practices, car movement, and security and safety procedures, as well as continue throughout the Agreement term to address other issues of mutual interest. Notwithstanding such coordination, the CITY retains the right to develop and implement regulations governing the coordination of rental car operations at the Airport and make all final decisions on all Airport facility development.

q. **Relocation Rights.** As the development of the RAC Program and the Airport's Terminal Master Plan continues, existing or additional rental car facilities may temporarily or ultimately be located in another part of the Airport. In the event the rental car facilities at the Airport or any part thereof, including CONCESSIONAIRE'S premises in this Agreement or any part thereof, are required to be relocated during the term of this Agreement (either on an interim or permanent basis), CONCESSIONAIRE hereby agrees in conjunction with the CITY and other rental car concessionaires, to develop a transition plan to be used in making the transition from current rental car premises, including CONCESSIONAIRE'S premises, to the new area. The CITY shall use reasonable efforts to require that any transition plan for relocation shall not unduly and materially impact the competitive position of any individual rental car concessionaire. Additionally, it may require that such transition plan provide assurances that any individual rental car concessionaire not be permitted to engage in any activity or place any structures or signage on an interim or permanent basis in conjunction with a relocation that unreasonably impedes CONCESSIONAIRE'S business operations at the Airport. The City shall have the final decision regarding placement or removal of signs or structures. The CITY shall provide advance written notice to CONCESSIONAIRE as to the date for relocation and CONCESSIONAIRE'S premises subject to the relocation. The CONCESSIONAIRE shall be required to confirm its concurrence of such relocation in writing within sixty (60) days following the receipt of CITY'S notice. In the event CONCESSIONAIRE does not agree to the required relocation or does not provide CITY written confirmation as provided for in this Agreement, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after sixty (60) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.

r. **Relocation Costs.** In the event rental car facilities at the Airport or any part thereof, including CONCESSIONAIRE'S premises in this Agreement or any part thereof, are required to be relocated during the term of this Agreement (either on an interim or permanent basis), the CITY shall pay all costs associated with providing replacement facilities that are, to the extent reasonably possible under the circumstances, reasonably comparable to the existing premises subject to the relocation. CONCESSIONAIRE shall be responsible for all moving expenses, installation of equipment and other relocation costs not associated with the physical construction of the replacement facilities. In the event that it is necessary to relocate CONCESSIONAIRE'S premises during the last six (6) months of the term of this

Agreement, City shall pay all reasonable costs (excluding CONCESSIONAIRE'S employee costs) associated with such relocation.

s. **Vacated Space.** CITY shall the right but not the obligation to re-bid any premises vacated pursuant to the terms of this Agreement. In the alternative, CITY may include any vacated premises in the reallocation of Parking Spaces or Counter and Office Space for the current rental car concessionaires, or any other lawful use at the discretion of the CITY.

t. **Customer Facility Charge "CFC" Program.** As a component for the potential funding for the RAC Program, the CITY will pursue the authorization to implement a Customer Facility Charge ("CFC"). A CFC is a fee, mandated by the CITY, to be collected by CONCESSIONAIRE for the benefit of CITY from its customers that rent or otherwise enter into a similar arrangement for the use of a car with CONCESSIONAIRE, as such fee may be determined by CITY prior to, subsequent to, or during the term of this Agreement and for any lawful purpose as to be determined by CITY to include, but not to be limited to, the construction, renovation, repair, operating, and maintenance costs of existing and future facilities that are allocable or attributable to the operations of the rental car concessions at the Airport in accordance with CFC Ordinance.

u. **CFC Implementation.** At the election of CITY, in its sole discretion, CONCESSIONAIRE agrees to collect and remit a CFC from each customer that rents or otherwise enters into a similar arrangement for the use of a car with CONCESSIONAIRE at the Airport. The determination of the amount of the CFC, the application of the CFC to the rental transaction or transaction days or other unit of measure, the commencement date of the CFC, the locations of CONCESSIONAIRE that are subject to the CFC, and all other financial and administrative matters relating to the imposition, collection, and remittance of a CFC by and from CONCESSIONAIRE will be determined by CITY in accordance with CFC Ordinance from time to time and communicated to CONCESSIONAIRE by written notice, which imposition date will be no earlier than forty five (45) days after the date of submission of the notice to CONCESSIONAIRE.

v. **Transaction Data Records.** Upon commencement of this Agreement and regardless of whether CITY has elected to impose a CFC, CONCESSIONAIRE shall collect and retain transaction data, including the number of car rental transactions, time of each rental car transaction, the number of car rental transaction days, and any other data or unit of measure which may be reasonably necessary to quantify transaction activity of CONCESSIONAIRE conducted as part of this concession Agreement. The data collected and retained by CONCESSIONAIRE shall be typical data utilized by the rental car industry in Airport programs where a CFC is collected and remitted. On or before the 15th day of each month, CONCESSIONAIRE shall provide CITY with a certified statement of CONCESSIONAIRE'S Transaction Data Records, CONCESSIONAIRE'S transaction information, and other information as required by the CITY, signed by a business partner or officer of CONCESSIONAIRE for the

preceding month ("Transaction Data Records Statement"). If such TDR Statement is not received on time, then CONCESSIONAIRE agrees to pay a fee of $500.00, subject to applicable laws. The CITY may request this information from time to time during the term of this Agreement. CONCESSIONAIRE shall, upon request, provide to CITY or a designated agent of CITY within thirty (30) days a transaction data statement for CONCESSIONAIRE'S car rentals or other transactions conducted during the term of this Agreement, as well as historical transaction data conducted during previous years.

ARTICLEV
CONCESSIONAIRE'S RIGHTS

During the term hereof CONCESSIONAIRE shall have, and CITY hereby gives and grants to CONCESSIONAIRE, the following additional rights:

a. The right, at CONCESSIONAIRE'S sole expense, to erect upon the premises occupied by it, and thereafter maintain, such improvements as may be required in connection with CONCESSIONAIRE'S operations in this Agreement and to install such equipment and facilities as CONCESSIONAIRE may deem necessary or desirable; provided, however, that no such improvement shall be made or installed by CONCESSIONAIRE without the prior written consent of CITY, such improvements cannot impede or obstruct visibility or access of the other rental car concessionaires at the Airport, and CONCESSIONAIRE covenants and agrees prior to the installation or making of any such improvement, to submit the general plan, location, design, and character thereof to CITY for approval, which approval, CITY agrees, shall not be unreasonably withheld or delayed.

b. The right, at CONCESSIONAIRE'S sole expense, to install upon the premises covered by this Agreement, and thereafter to operate and maintain, illuminating and non-illuminating signs advertising CONCESSIONAIRE'S business on the premises occupied by it in this Agreement; provided, however, that no such improvement shall be made or installed by CONCESSIONAIRE without the prior written consent of CITY.

c. The right upon any termination of this Agreement, and within a reasonable time thereafter, to remove such items as signage and portable fixtures and equipment that may have been installed in or upon the premises at the Airport by CONCESSIONAIRE, pursuant to paragraphs (a) and (b) of this article. In the event CONCESSIONAIRE does not remove such items within a reasonable time and after notification by CITY, CONCESSIONAIRE agrees that CITY may remove such items at CONCESSIONAIRE'S expense and at no liability to CITY.

d. All such modifications and installations shall conform to all applicable Federal, State and City laws, rules, regulations, and ordinances.

e. Concessionaire, in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any computer network other than its own private network to ensure that its customers' credit card information is not compromised.

ARTICLE VI
CONCESSIONAIRE'S OBLIGATIONS

CONCESSIONAIRE hereby covenants and agrees:

a. To furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport at a fair and reasonable basis.

b. That rental cars made available in this Agreement shall be maintained at CONCESSIONAIRE'S sole expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.

c. That rental cars made available in this Agreement shall not be more than three (3) years old.

d. That the facilities to be provided by CONCESSIONAIRE in this Agreement for the purpose of providing car rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services.

e. That personnel performing services in this Agreement shall be neat, clean, and courteous, and CONCESSIONAIRE shall not permit its agents, servants, or employees so engaged to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner or to solicit business outside the space assigned to CONCESSIONAIRE in any manner whatsoever.

f. That it shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be, promulgated by CITY concerning management, operation, or use of the Airport.

g. That it will keep or cause to be kept true, accurate, and complete records of business conducted pursuant to this Agreement, and CONCESSIONAIRE further agrees that CITY shall have the right, through its duly authorized agents or representatives, to examine all pertinent records relating to Concessionaire's operations under this Agreement at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made by CONCESSIONAIRE pursuant to Article 3 hereof. Such records for each Agreement year need not be retained by CONCESSIONAIRE longer than three (3) years following the end of such Agreement year, unless CONCESSIONAIRE is aware, or has been made aware, that litigation involving the subject matter may be pending.

h. That it will meet all expenses in connection with the use of the premises occupied by it, and the rights and privileges in this Agreement granted, including without limitation by reasons of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed thereon, and that it will secure and maintain in force all such permits and licenses necessary to conduct lawful business operations.

i. That it will furnish, operate, and maintain the facility installation provided and furnished pursuant to this Agreement and keep the same, as well as the premises used in this Agreement, all in good order, condition, and repair and, upon termination of this Agreement, will deliver up the said premises and facility to CITY in good order, condition, and repair, reasonable wear and tear excepted.

j. Any signs to be placed on or around the rental car parking lot shall be first approved by the Airport Manager before installation and, after installation; said signs shall be kept in a good, clean, and well maintained condition.

k. That all CONCESSIONAIRE'S employees shall park their personal vehicles in parking lots designated as employee parking by the Airport Manager.

l. That rental cars will not be staged in front of the terminal for customer pick-up or drop-off. If cars are left in front of the terminal and are towed away by a company of the CITY'S choosing, the towing charge shall be paid by CONCESSIONAIRE.

m. CONCESSIONAIRE, all rental car concessionaires, and all rental car companies operating from off-Airport locations will not be permitted to use the vehicular parking lots on the Airport designated for passenger, employee, or visitor parking – whether short term, long term, or economy facilities in the conduct of the rental car concession or rental car operations, or for storage or staging of cars. In the event that a rental car customer of CONCESSIONAIRE inadvertently leaves a car in a vehicular parking lot on the Airport designated for passenger, employee, or visitor parking, or any other car of Concessionaire is left in a parking lot, CONCESSIONAIRE shall be required to pay a $50, rate subject to change, parking fee and to remove such cars from all vehicular parking lots on the Airport.

In addition to the other remedies available to CITY under this Agreement, CITY may elect to implement a rental car parking surcharge equal to triple the applicable parking fee or such other fee amount determined by CITY as appropriate, to any or all rental car companies operating from off-Airport locations that excessively have cars located in, or otherwise use, the vehicular parking lots on the Airport designated for passenger, employee, or visitor parking. CITY shall provide thirty (30) days written notice to any rental car company that, in the determination of CITY, repeatedly or excessively uses the vehicular parking lots on the Airport and that future use of the vehicular parking lots shall be subject to a rental car parking surcharge, and such rental car company shall be obligated to pay the rental car parking surcharge in each of the following month's rental car concession payments to the CITY. All applicable parking fees, (including rental car parking surcharges) are subject to the general payment provisions set forth in this Agreement. Non-payment of the rental car parking surcharge, and any other applicable parking fees, shall constitute a breach of this Agreement. In the event CONCESSIONAIRE uses the vehicular parking lots on the Airport designated for passenger, employee, or visitor parking – whether short term, long term, or economy facilities in the conduct of the rental car concession or rental car operations, or for

storage or staging of cars, at the election of the CITY, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after thirty (30) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.

n. That CONCESSIONAIRE shall handle, store, and dispose of petroleum products, chemicals, fluids, and all other materials including, but not limited to hazardous materials, owned or used by it on or in the vicinity of the Airport in accordance with all applicable federal, State, and local statutes, regulations, rules, and ordinances. CONCESSIONAIRE covenants and agrees to comply with all applicable laws and permits, including the National Pollution Discharge Elimination System Permits, relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. CONCESSIONAIRE must not use, store, treat, or dispose of any hazardous or regulated substances or waste on or near the Airport without first obtaining all required permits and approvals from all authorities having jurisdiction over CONCESSIONAIRE'S operations on or near the Airport. Should such materials be released, discharged, spilled, deposited, or escape in any way through activities of the CONCESSIONAIRE, the CONCESSIONAIRE shall be responsible for the cleanup, containment, and abatement of such waste or substance at CONCESSIONAIRE'S sole cost and expense. Should the CONCESSIONAIRE fail to do so, the CITY may take any reasonable and appropriate action. The cost of any such remedial action by the CITY shall be paid by the CONCESSIONAIRE. Any fines levied against CITY related to CONCESSIONAIRE'S action or inaction that directly or indirectly caused the Airport to fail to materially conform to all then applicable environmental laws, rules, regulations, orders, or permits shall be borne by the CONCESSIONAIRE. Furthermore, CONCESSIONAIRE shall verbally notify (1) the Airport Manager, (2) the Airport Security Manager, (3) the Airport Operations Manager, and (3) all emergency response centers and environmental or regulatory agencies, as required by law or regulation, of any such release, discharge, deposit, spill, or escape occurrence immediately.

CONCESSIONAIRE must provide the Manager with written confirmation of the verbal report within 72 hours. No waste, substance, or disposable materials shall be released on the ground or in the storm sewers. CONCESSIONAIRE agrees to cooperate fully with the Airport in promptly responding to, reporting, and remedying, as a result of CONCESSIONAIRE'S operations, any such threat to the environment, including to the drainage systems, soils, ground water, subsurface waters, or atmosphere, in accordance with applicable law or as authorized or approved by any federal, State, or local agency having authority over environmental matters. The rights and obligations set forth in this section survive termination of this Agreement.

CONCESSIONAIRE must dispose of all non-hazardous trash in their own dumpsters kept within CONCESSIONAIRE'S leased Premises. Washing vehicles is prohibited upon the leased premises unless conducted within a facility specifically designed to capture grit, oil, and soap for proper handling and disposal. Mechanical maintenance

of vehicles is prohibited upon the leased premises unless conducted within an approved building under appropriate conditions that confine fluid discharges to the interior of the building.

CONCESSIONAIRE must properly dispose of or recycle all waste oil, used automotive batteries, rags used for degreasing, hazardous materials, if any, and used tires in a timely manner so not to accumulate waste in quantities that would cause an overburden on housekeeping and that may trigger compliance with additional environmental, health and safety regulations and permits.

CONCESSIONAIRE must develop and implement a recycling program that revitalizes the resources that it uses and protects the environment. CONCESSIONAIRE must develop and implement a training program that revitalizes the resources that it uses, protects the environment, and instructs CONCESSIONAIRE'S employees on proper management of waste.

ARTICLE VII
CITY'S OBLIGATIONS

CITY covenants and agrees to instruct all of its employees and all CONCESSIONAIRES having contact or dealing in any way with members of the general public on the Airport:

a. to refer all requests for the services of a specific rental car concession to that CONCESSIONAIRE.

b. to refer nonspecific requests for rental car services to the rental car concession area located in the main terminal building without favoring one CONCESSIONAIRE over the other.

CITY reserves the right to authorize off-Airport car rental agencies to conduct business at the Airport terminal solely by direct telephone line and the use of shuttle bus operations to such off-Airport location. Any such personnel of an authorized car rental company shall not be authorized to conduct its business within the terminal building walls.

In the event that any agreement granted by the CITY to any other on-airport rental car concessionaire shall contain terms and conditions more favorable to such concessionaire than the terms and conditions described in this Agreement {excluding differences related to the number of allocated parking spaces, the location of the concession area, and the location of service and maintenance facilities, which are all determined by the minimum annual guarantee provisions under this Agreement), then, the CITY will, at its discretion and within reason, amend this Agreement to include terms that are comparable to that of the other on-airport rental car concessionaire. The CITY shall exercise due diligence to ensure that the CONCESSIONAIRE of this Agreement shall be able to compete on terms as equitable as possible with all other on-airport rental car concessionaires and to ensure that no other on-airport rental car concessionaire shall enjoy any rights or privileges more favorable to such rental car concessionaire.

ARTICLE VIII
MAINTENANCE OF CONCESSIONAIRE'S PREMISES

CONCESSIONAIRE agrees to assume full responsibility for the maintenance, at its own cost, of the premises, it being expressly understood that CITY will provide only for major structural maintenance and repairs to the premises. CONCESSIONAIRE has inspected the premises prior to the execution of this Agreement and is satisfied with the physical condition of the premises, and its taking possession thereof is agreed to be conclusive evidence of its receipt of the premises in good order and repair. CONCESSIONAIRE agrees to faithfully and fully maintain premises in good order and repair throughout the entire term of this Agreement. CONCESSIONAIRE further agrees that, upon the termination of this Agreement for any reason, it shall, except as otherwise provided in Article XII, restore the premises to the same condition as when received, reasonable and ordinary wear and tear excepted. If the premises shall not be so kept by CONCESSIONAIRE, CITY may enter the premises, without such entering causing or constituting a termination of this Agreement or any interference with the possession of the premises by the CONCESSIONAIRE, and do all things necessary to restore the premises to the condition required by this Agreement, charging the cost and expense to CONCESSIONAIRE. CONCESSIONAIRE shall pay to CITY all such costs and expenses in addition to the rentals, fees, and charges in this Agreement provided.

CONCESSIONAIRE shall, at its own cost and expense, provide custodial services within the premises, including sweeping, cleaning, and waxing floors; dusting and washing of interior window surfaces. CONCESSIONAIRE shall be responsible, at its own cost, for the maintenance and repair of all lighting fixtures within the premises, including the replacement of incandescent and fluorescent lamps, starters, ballasts, and other similar appurtenances, and this requirement shall extend to the built-in and other CITY- owned ceiling lights. CONCESSIONAIRE shall keep the premises free from flies, roaches, and other insects, and rodents. CONCESSIONAIRE shall not permit the accumulation of rubbish, trash, debris, or other litter in and upon the premises and shall, at its own expense, provide for the disposal of such items. CONCESSIONAIRE shall provide and use suitable receptacles for all garbage, trash, and other refuse on or in connection with the premises. Piling of boxes, cartons, barrels, or other similar items in an unsafe manner in or about the premises, or other areas of the Airport, is forbidden.

ARTICLE IX
UTILITIES

CITY shall provide standard heat and air conditioning in the terminal building. Payment for these services is included in the monthly rental. Installation of equipment to provide extraordinary heat and air conditioning will be the responsibility of the CONCESSIONAIRE and will be subject to the written approval of the Airport Manager.

ARTICLE X
INDEMNIFICATION

CONCESSIONAIRE shall keep, hold harmless, and indemnify the CITY, it officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, judgments, costs, and expenses, including exemplary damages, asserted by any person or persons, including agents or employees of CITY or CONCESSIONAIRE, by reason of death or personal injury or loss or damage to property, resulting from CONCESSIONAIRE'S operations under this Agreement or as a result of anything done or omitted by CONCESSIONAIRE or its employees or agents, except to the extent that such claims demands, suits, judgments, costs, and expenses arise, or are claimed to arise, from the sole negligence, wrongful acts, or omissions of CITY, its officers, employees, or agents.

To the extent allowed by Texas law, CITY shall keep, hold harmless, and indemnify the CONCESSIONAIRE, it officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, judgments, costs, and expenses, including exemplary damages, asserted by any person or persons, including agents or employees of CITY or CONCESSIONAIRE, by reason of death or personal injury or loss or damage to property, resulting from CITY'S operations under this Agreement or as a result of anything done or omitted by CITY or its employees or agents, except to the extent that such claims demands, suits, judgments, costs, and expenses arise, or are claimed to arise, from the sole negligence, wrongful acts, or omissions of CONCESSIONAIRE, its officers, employees, or agents.

CONCESSIONAIRE shall at all times be regarded an independent contractor and shall not at any time act as agent for CITY.

ARTICLE XI
INSURANCE

I. CONCESSIONAIRE'S LIABILITY INSURANCE

a. Concessionaire must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Concessionaire must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

b. Concessionaire must furnish to the City's Risk Manager or designee, 2 copies of Certificates of Insurance, showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured and a blanket waiver of subrogation is required on all policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
60 day written notice of cancellation, material change, non-renewal is required on all certificates	**Bodily Injury and Property Damage** Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	$1,000,000 Combined Single Limit $2,000,000 Aggregate
Business Auto Liability - owned, non-owned or rented to include	$1,000,000 Combined single Limit
Environmental Impairment Liability to include: Broad Form Pollution Liability Coverage Third Party Clean up (AST/ UST coverage) (Required upon construction of facility)	$1,000,000 per claim
Worker's Compensation Employers' Liability	Which Complies with the Texas Workers' Compensation Act and Section II of this Exhibit $1,000,000/ $1,000,000 I $1,000,000
Property Insurance	Concessionaire will be responsible for any and all damage to equipment used regardless if owned, rented, leased or borrowed.

c. In the event of accidents of any kind, Concessionaire must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

a. Concessionaire must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

b. Concessionaire's financial integrity is of interest to the City; therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are

approved by the City, Concessionaire shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Concessionaire's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII).

c. The City shall be entitled, upon request and without expense, to receive copies of the Certificates of Insurance as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Concessionaire shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Concessionaire shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Laredo International Airport
Attn: Airport Director
5210 Bob Bullock Loop
Laredo, Texas 78041

d. Concessionaire agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Laredo where the City is an additional insured shown on the policy;

- All policies including Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide sixty (60) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

e. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire's performance should there be a lapse in coverage at any time during this contract. Failure

to provide and to maintain the required insurance shall constitute a material breach of this contract.

f. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

g. Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this agreement.

h. It is agreed that Concessionaire's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Laredo for liability arising out of operations under this contract.

i. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

ARTICLE XII
UNTENANTABLE PREMISES

a. If premises are partially damaged by fire or other casualty, but not rendered untenantable, CITY shall repair the premises at its own cost and expense, subject to the limitations of paragraph (e) of this Article: provided, however, that if the damage is caused by the negligent or intentional act or omission of CONCESSIONAIRE, its sub-lessees, agents, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in such repair.

b. If the damage is so extensive as to render the premises untenantable but capable of being repaired within sixty (60) days, the same shall be repaired by CITY at its own cost and expense, subject to the limitations of Article XII (e), and the fees payable by CONCESSIONAIRE shall be proportionately paid up to the time of such damage and cease until such time as the assigned premises shall be restored and again made tenantable; provided; however, that if said damage is caused by the negligent or intentional act or omission of CONCESSIONAIRE, its sub-lessees, agents, or employees, the Concession Fees due will not abate and CONCESSIONAIRE shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair.

c. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenantable for more than sixty (60) days, the CITY shall be under no obligation to repair, replace, or reconstruct the premises, and Concession Fees shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored. If within twelve (12) months

after the time of the damage or destruction the premises have not been repaired or reconstructed for CONCESSIONAIRE'S use, or other reasonable facilities provided, CONCESSIONAIRE may give CITY written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction.

d. Notwithstanding Article XII (c), if the premises are completely destroyed as a result of the negligent or intentional acts or omissions of CONCESSIONAIRE, its sub-lessees, agents, or employees, Concession Fees payable under this Agreement shall not abate and CITY may, in its sole discretion, require CONCESSIONAIRE to repair and reconstruct the premises and pay the costs therefore; or CITY may, in its sole discretion, repair and reconstruct the premises and CONCESSIONAIRE shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair.

e. It is understood that, in the application of the foregoing paragraphs of Article XII (a), (b), and (c), CITY'S obligations shall be limited to repair or reconstruction of the premises, where applicable, to the same extent and of equal quality as obtained at the commencement of this Agreement. CITY is not responsible for repair or replacement of CONCESSIONAIRE'S improvements, furniture, furnishings, equipment, or expendables.

f. Should CONCESSIONAIRE'S improvements, furniture, furnishings, equipment, or expendables, or any part of them, be destroyed or damaged, they shall in all instances be repaired or replaced by CONCESSIONAIRE whether or not said damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms thereof. Redecoration and replacement of damaged or destroyed furniture, furnishings, equipment, and expendables shall also be the responsibility of CONCESSIONAIRE and any such redecoration, refurnishing, and re-equipping shall be of equivalent quality to that originally installed in this Agreement. If CONCESSIONAIRE fails to repair or replace such damaged or destroyed improvements subject to a schedule approved by CITY or fails to redecorate or replace damaged or destroyed furniture, furnishings, equipment, and expendables, and provided that this Agreement has not been canceled, CITY may make such repairs or replacement and recover from CONCESSIONAIRE the cost and expense of such repair or replacement.

ARTICLE XIII
CITY'S TERMINATION RIGHTS

CITY shall have the right upon ten (10) days prior written notice to CONCESSIONAIRE to cancel this Agreement in its entirety, upon or after the happening of one or more of the following events:

a. If CONCESSIONAIRE shall make a general assignment for the benefit of its creditors;

b. If CONCESSIONAIRE shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any similar state laws;

c. If any involuntary petition in bankruptcy shall be filed against CONCESSIONAIRE;

d. If CONCESSIONAIRE shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property or assets of CONCESSIONAIRE;

e. If CONCESSIONAIRE shall voluntarily abandon and discontinue its car rental service at the Airport for a period of thirty (30) consecutive days, or CONCESSIONAIRE shall abandon its premises in the Airport for a period of thirty (30) days;

f. If CONCESSIONAIRE shall fail to pay in full, when due, the Concession Fees, rental charges, or other money payments required under this Agreement; or

g. If CONCESSIONAIRE shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it in this Agreement and shall fail to remedy said default within thirty (30) days following receipt by CONCESSIONAIRE of CITY'S written demand to do so; or

h. If CONCESSIONAIRE shall allow any lien or final judgment to be filed against CITY or Airport.

In the event of any cancellation or termination of this Agreement by CITY for any of the reasons specified above, CONCESSIONAIRE shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the premises by CONCESSIONAIRE. If said trade fixtures or personal property are not removed within ten (10) days after such termination or cancellation, CITY shall have the right to remove such fixtures or personal property at CONCESSIONAIRE'S expense and at no liability to CITY. Any storage fees or related expenses incurred as a result of such removal shall be the responsibility of CONCESSIONAIRE.

ARTICLE XIV
CONCESSIONAIRE'S TERMINATION RIGHTS

CONCESSIONAIRE shall have the right, upon ten (10) days prior written notice to CITY to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

a. The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by CONCESSIONAIRE of all or any substantial part of the premises occupied by CONCESSIONAIRE, or preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by CONCESSIONAIRE and which is necessary for CONCESSIONAIRE'S operations on the Airport or preventing CONCESSIONAIRE from operating an automobile business, which remains in force for a period of at least thirty (30) days;

b. If CITY shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within thirty (30)

days following receipt of written demand from CONCESSIONAIRE to do so;

c. If all or a material part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or the public enemy;

d. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with CONCESSIONAIRE'S operations, for a period of thirty (30) consecutive days or more; or

e. Permanent abandonment of the Airport as an air terminal.

ARTICLE XV
ABATEMENT OF MINIMUM ANNUAL GUARANTEE (MAG)

In the event that one of the following conditions exists during the term of this Agreement, the MAG in this Agreement above-provided in Article IV shall abate, as provided for below, for the period of time the condition continues to exist:

a. If a strike against any or all of the airlines operating at the Airport results in a 70% diminution of deplaning passengers for a period of at least thirty (30) consecutive days; or

b. If, during any year of this Agreement, the number of deplaning passengers from scheduled airline flights, for any two consecutive months falls below 80% of the number of deplaning passengers for the corresponding two months of the immediately preceding year. This term shall only be applied for passengers deplaning from long-term frequency flights, and shall not include any seasonal flights.

CONCESSIONAIRE will pay to the CITY ten percent (10%) of its Gross Revenues during the period of time the above-stated condition continues to exist. CITY shall return to CONCESSIONAIRE a just proportion of any minimum rental payment which may have been paid in advance for a month or portion thereof which falls within the period of abatement.

ARTICLE XVI
SUBLETTING AND ASSIGNMENT

It is expressly agreed and understood that any and all obligations of CONCESSIONAIRE or by a subsidiary, affiliate, or other legally related entity of CONCESSIONAIRE, duly appointed thereto by CONCESSIONAIRE and that any and all privileges of every kind granted to CONCESSIONAIRE in this Agreement may extend to and be enjoyed by such licensee so appointed; provided, however, that notwithstanding the method of operation employed by CONCESSIONAIRE in this Agreement, CONCESSIONAIRE shall continue always to remain directly liable to CITY for the performance of all terms and conditions of this Agreement. Except as set out in this Agreement, the right to occupy the premises occupied by CONCESSIONAIRE in this Agreement may not be sublet, in whole or in part. CONCESSIONAIRE shall not assign

this Agreement nor permit any transfer by operation of law of CONCESSIONAIRE'S interest created hereby without the prior written consent of CITY. CITY may not withhold its approval unreasonably in regards to assignment.

ARTICLE XVII
NOTICES

All notice periods begin on the date the notice is mailed by certified mail, return receipt requested, and/ or via email. Any and all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (1) sent by certified mail and (2) sent by any nationally recognized overnight courier service, and addressed as follows:

When to CITY:

Attn: Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041
Phone Number: (956) 795-2000
Laredo, TX 78041
Fax Number: (956) 795-2572

When to CONCESSIONAIRE:

Attn: _____
AVIS BUDGET CAR RENTAL, LLC

Phone Number:
Email:

ARTICLE XVIII
WAIVER

Any wavier of any breach of the covenants contained in this Agreement to be kept and performed by CONCESSIONAIRE or CITY shall not be deemed or considered as a continuing wavier and shall not operate to bar or prevent CONCESSIONAIRE or CITY from declaring a forfeiture for any succeeding breach either of the same or a different condition or covenant.

ARTICLE XIX
SUBORDINATION

It is mutually covenanted and agreed that this Agreement shall be subordinated to the provisions of any existing or future agreement between CITY and the United States of America or the CITY and the State of Texas, as applicable, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or State funds for the development of the Airport.

ARTICLE XX
TERM

a. The term of this Agreement shall be for a period of three (3) years beginning on

_____ _____, 2024, and ending on **_____ _____, 2027**, unless sooner terminated as provided for in this Agreement. City, at City's sole discretion, may extend the term of the lease for one (1) additional three-year extension at same terms and conditions. The CITY may, but shall not be obligated to, permit the CONCESSIONAIRE to holdover on the premises beyond the expiration of this Agreement, subject to the terms and conditions set forth in this Agreement. In making its decision on whether to permit such a holdover, the CITY may consider any circumstances impacting thereon, including, without limitation:

1. the benefits and costs to the CITY of permitting such a holdover;

2. the potential revenue loss resulting from a gap in the provision of the Concession services;

3. renovations of the Airport terminal or parking areas or the RAC Program affecting the Concession;

4. the potential disruption and adverse impact on the CITY's overall concession program at the Airport; and

5. the CITY'S potential denial of the addition of new companies during any such holdover.

The CITY will notify the CONCESSIONAIRE in writing of the CITY's offer of a holdover tenancy. Within thirty (30) days of receipt of the CITY's notice, the CONCESSIONAIRE shall notify the CITY in writing as to the CONCESSIONAIRE'S acceptance of said holdover tenancy. If the CONCESSIONAIRE fails to so notify the CITY in writing within said thirty (30) day period, the CONCESSIONAIRE shall be deemed to have rejected the CITY's offer of holdover tenancy.

ARTICLE XXI
HOLDING OVER

The holding over or failure to vacate the premises at the expiration of this Agreement shall create a month- to-month tenancy under the terms and conditions of this Agreement including, but not limited to, the Adjusted MAG formula set forth in Article IV of this Agreement, which may only be terminated by either party upon thirty (30) days prior written notice to the other party.

If the CITY permits the CONCESSIONAIRE to holdover, such a holding over shall not be deemed a renewal or extension of the Agreement, but shall create a month-to-month tenancy on the same terms and conditions of the Agreement in effect immediately prior to the commencement of the holding over period, unless modified as deemed necessary by the CITY. Such modifications may include, but are not limited to, the CONCESSIONAIRE'S obligation to:

1. pay to the CITY the rents, fees, and charges in accordance with the terms of Airport agreements in effect at the start of the holdover period;

2. furnish a sufficient Concession bond and adequate insurance coverage in accordance with the terms of the Airport agreements in effect at the start of the holdover period;

3. provide defense, indemnity, and liability protection to the CITY as required by the terms of Airport agreements in effect at the start of the holdover period; and

4. provide security and environmental provisions as required by the terms of Airport agreements in effect at the start of the holdover period.

In the event of a holdover period properly accepted by Concessionaire, pursuant to Article XX, the City agrees not to permit any new on-site auto rental concession business to locate at the Airport during Concessionaires holdover tenancy.

ARTICLE XXII
NON-DISCRIMINATION

CONCESSIONAIRE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. no person on account of race, color, creed, ethnicity, age, gender, disability, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises;

2. in the construction of any improvements in the premises and the furnishing of services thereon, no person on account of race, color, creed, ethnicity, age, gender, disability, or national original shall be excluded from participation in the project, denied the benefits of, or otherwise be subjected to discrimination;

3. CONCESSIONAIRE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("CFR"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, et seq., and as said CFR and any applicable subparts may be amended.

In the event of a breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate this Agreement and to re-enter and repossess the facilities thereon, and hold the same as if this Agreement had never been made or issued.

ARTICLE XXIII
AFFIRMATIVE ACTION

The CONCESSIONAIRE assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color,

national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONCESSIONAIRE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONCESSIONAIRE assures that it will require that its subcontractors and covered sub-organizations provide assurances to the CONCESSIONAIRE that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors and sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXIV
DISDVANTAGED BUSINESS DEVELOPMENT

This Agreement is subject to the requirements of the 49 CFR Part 23, and as follows:

a. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Laredo International Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions, firms and suppliers, including those who qualify as an ACDBE.

   An ACDBE concession specific goal of _____% percent of (annual gross receipts; value of leases and/or purchases of goods and services) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this concession.

   The concession firm will be required to submit the following information:
   (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession;
   (2) a description of the work that each ACDBE will perform;
   (3) the dollar amount of the participation of each ACDBE firm participating;
   (4) written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal;
   (5) written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and,
   (6) if the contract goal is not met, evidence of good faith efforts.

b. CONCESSIONAIRE agrees to include the statements in Article XXIV (a) in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

c. CONCESSIONAIRE shall comply with all other requirements imposed by or pursuant to 49 CFR Part 23, Participation by Minority Business Enterprise Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, et seq., and as said Regulations and any subparts may be amended.

d. If CONCESSIONAIRE is a DBE-certified firm, evidence of certification as a DBE, issued under a DBE program approved by the U.S. Department of Transportation, shall be provided prior to the commencement of this Agreement. If CONCESSIONAIRE is eligible for certification as a DBE but is not currently certified, CONCESSIONAIRE shall notify CITY of its eligibility prior to the commencement of this Agreement so that the certification process can be initiated.

ARTICLE XXV
CANCELLATION OF PRIOR AGREEMENTS

This Agreement cancels and supersedes any prior Agreements between the parties concerning rental car concessions at the Airport.

ARTICLE XXVI
GOVERNING LAW

This Agreement and all disputes arising under this Agreement shall be governed by the laws of the State of Texas and venue shall be in Webb County, Texas.

ARTICLE XXVII
ENTIRE AGREEMENT / AMENDMENT

This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties. This Agreement contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written. Therefore, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, including approval by the passage of a future City of Laredo ordinance.

EXECUTED on this _____day of _____, 202___.

CITY OF LAREDO
a municipal corporation

BY: _____
JOSEPH NEBB
CITY MANAGER

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

CONCESSIONAIRE: **AVIS BUDGET CAR RENTAL LLC**
DBA: **AVIS AND BUDGET**

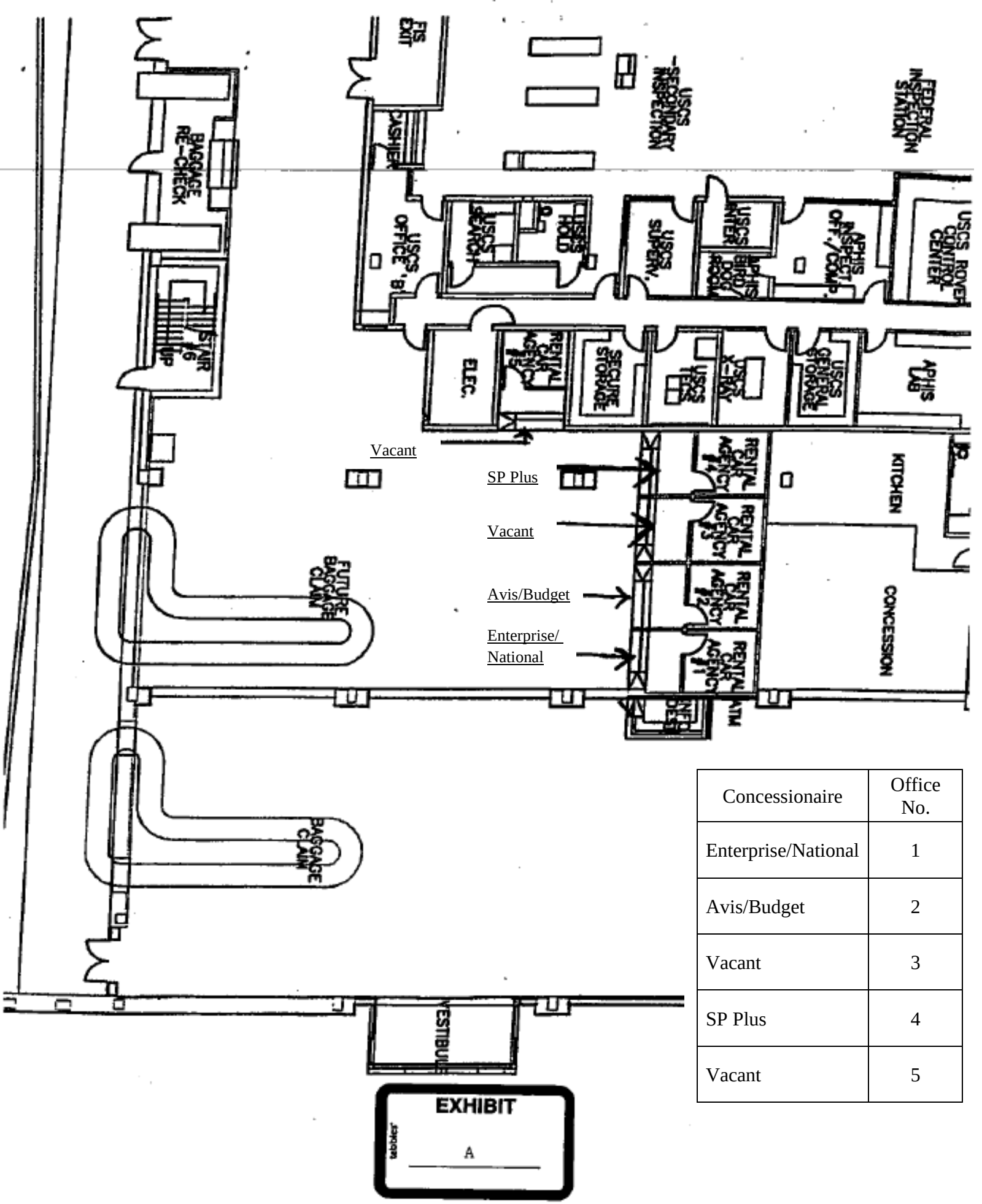
BY:_____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202___, by _____

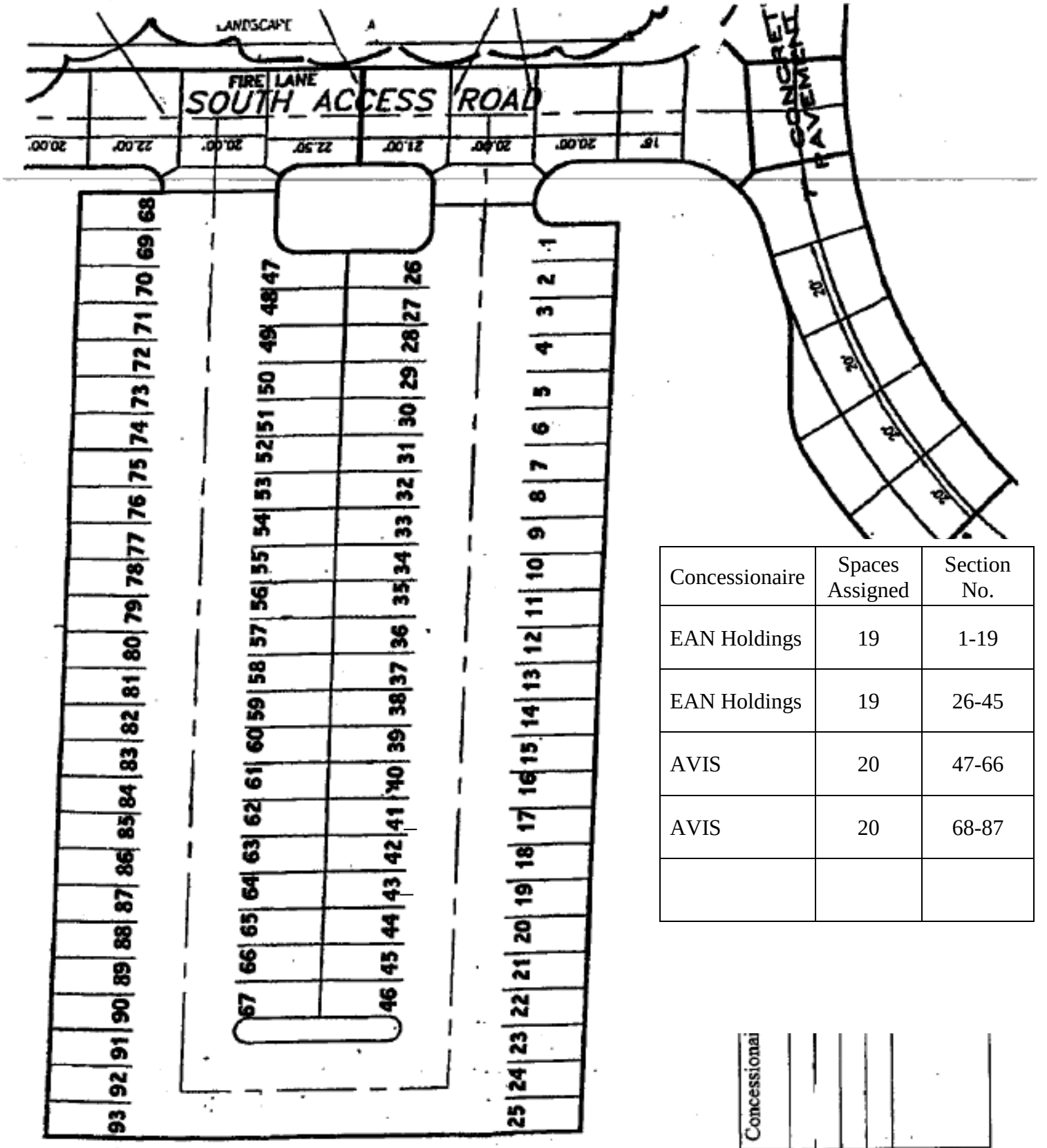
_____
Notary Public Signature
State of _____
My Commission Expires_____



Concessionaire	Office No.
Enterprise/National	1
Avis/Budget	2
Vacant	3
SP Plus	4
Vacant	5

EXHIBIT

A



Concessionaire	Spaces Assigned	Section No.
EAN Holdings	19	1-19
EAN Holdings	19	26-45
AVIS	20	47-66
AVIS	20	68-87

EXHIBIT

B

ORDINANCE 2024-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL CAR AGENCY CONCESSION AND LEASE AGREEMENT WITH AVIS BUDGET CAR RENTAL DBA AVIS AND BUDGET, FOR THE APPROXIMATE 165 SQUARE FEET OF OFFICE AND COUNTER SPACE LOCATED IN CAR RENTAL SPACE #2 AND 19 PARKING SPACES LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT. LEASE TERM IS FOR THREE (3) YEARS COMMENCING ON AUGUST 1, 2024, AND ENDING ON JULY 31, 2027. MINIMUM ANNUAL GUARANTEE (MAG) SHALL BE $178,905 AND RENT FOR LEASED SPACE SHALL BE $8,393.52 ANNUALLY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the City Manager to execute a rental car agency concession and lease agreement with Avis Budget Car Rental dba Avis and Budget, for the approximate 165 square feet of office and counter space located in car rental space #2 and 19 parking spaces located at 5210 Bob Bullock Loop at the Laredo International Airport; and

WHEREAS, the lease term shall be for three (3) years commencing on August 1, 2024, and ending on July 31, 2027. Minimum Annual Guarantee (MAG) shall be $178,905 and rent for leased space shall be $8,393.52 annually; and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

SECTION 1. The Mayor and City Council hereby authorize the City Manager to execute a rental car agency concession and lease agreement with Avis Budget Car Rental dba Avis and Budget, for the approximate 165 square feet of office and counter space located in car rental space #2 and 19 parking spaces located at 5210 Bob Bullock Loop at the Laredo International Airport. Lease term is for three (3) years commencing on August 1, 2024, and ending on July 31, 2027. Minimum Annual Guarantee (MAG) shall be $178,905 and rent for leased space shall be $8,393.52 annually

SECTION 2. This Ordinance shall become effective immediately upon passage.

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Introductory Ordinance 13.**

SUBJECT
An Ordinance authorizing the City Manager to execute an amendment to lease agreement between the City of Laredo, as lessor, and Laredo Aero Center DBA Signature Flight Support, as lessee, approved by Ordinance No. 95-O-156 dated August 8, 1995, and as amended by Ordinance No. 2008-O-031 amending Section 1.01, leases premises, to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher avenue at the Laredo International Airport. Additionally, amending Section 1.03 Rental Obligation, monthly rent shall be reduced from $10,449.89 to $9,965.43. All other terms and conditions remain unchanged and in effect; providing for an effective date. There is no financial expenditure impact.

PREVIOUS COUNCIL ACTION
Ordinance No. 95-O-156
Ordinance No. 2008-O-031

BACKGROUND
Signature Flight Support is a current tenant in good standing. Tenant currently leases 92,192 square feet of land located at the Laredo International Airport for hangar space.

The tenant and the airport have agreed the current lease agreement by decreasing the property square footage from 92,192 square feet to 87,918 square feet, and there for decreasing the rent from $10,449.89 to $9,965.43. Said amendment is needed because the space being reduced will now be utilized as common space.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y.
Source of Funds:	N/A
Account #:	242-0000-361-1086
Change Order: Exceeds 25% Y/N:	N.

FINANCIAL IMPACT:

There is no financial expenditure impact. Funds will be deposited in the Airport Fund account 242-0000-361-1086.

ORDINANCE NO. 2024-O-

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND LAREDO AERO CENTER DBA SIGNATURE FLIGHT SUPPORT, AS LESSEE, APPROVED BY ORDINANCE NO. 95-O-156 DATED AUGUST 8, 1995, AND AS AMENDED BY ORDINANCE NO. 2008-O-031 AMENDING SECTION 1.01, LEASES PREMISES, TO REDUCE FROM 92,192 SQUARE FEET TO 87,918 SQUARE FEET LOCATED AT 5203 MAHER AVENUE AT THE LAREDO INTERNATIONAL AIRPORT. ADDITIONALLY, AMENDING SECTION 1.03 RENTAL OBLIGATION, MONTHLY RENT SHALL BE REDUCED FROM $10,449.89 TO $9,965.43. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council to authorize the city manager to execute an amendment to the lease agreement between City of Laredo, as lessor, and Laredo Aero Center dba Signature Flight Support, as lessee, approved by Ordinance No. 95-O-156 dated August 8, 1995, and as amended by Ordinance 2008-O-031 amending section 1.01, leases premises, to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher Avenue at the Laredo International Airport. Additionally, amending section 1.03 rental obligation, Monthly rent shall be reduced from $10,449.89 to $9,965.43.

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

Section 1: The Mayor and City Council be hereby Authorize the City Manager to execute an amendment to the lease agreement between City of Laredo, and Laredo Aero Center dba Signature Flight Support, as lessee, approved by Ordinance No. 95-O-156 dated August 8, 1995, and as amended by Ordinance 2008-O-031 amending section 1.03, leases premises, to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher Avenue at the Laredo International Airport. Additionally, amending section 1.03 rental obligation, Monthly rent shall be reduced from $10,449.89 to $9,965.43. All other terms and conditions remain unchanged and in effect; providing for an effective date.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON

THIS THE ____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY: _____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

LEASE AMENDMENT

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as "LESSOR" and Laredo Aero Center dba Signature Flight Support hereinafter referred to as "LESSEE".

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 95-O-156 dated August 8, 1995, and as amended by Ordinance 2008-O-031 amending Section 1.01, leases premises, to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher Avenue at the Laredo International Airport. Additionally, amending section 1.03 rental obligation, Monthly rent shall be reduced from $10,449.89 to $9,965.43.

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows:

Amending Section 1.01 LEASED PREMISES

LESSOR and LESSEE agree to amend the lease to reduce from 92,192 square feet to 87,918 square feet located at 5203 Maher Avenue at the Laredo International Airport.

Amending Section 1.03 RENTAL OBLIGATION

LESSOR and LESSEE agree to amend the lease to reduce the monthly rent from $10,449.89 to $9,965.43.

This lease amendment shall be effective on the date of execution. All other terms and conditions remain unchanged and in effect.

EXECUTED on this _____day of _____, 2024.

LESSOR:
CITY OF LAREDO
A MUNICIPAL CORPORATION

BY: _____
JOSEPH NEEB
CITY MANAGER

ATTEST:

BY: _____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

LESSEE:
SIGNATURE FLIGHT SUPPORT

BY: _____
BRYAN DIXON
GENERAL MANAGER

City Council

Meeting Date: 6/24/2024 **Introductory Ordinance 14.**

SUBJECT
Introductory Ordinance ordering and proclaiming a General City Election to be held on Tuesday, November 5, 2024; for: the Election of City Officials; designating polling places; providing for publication; and authorizing the City Manager to enter into a contract with the Webb County Elections Office / Administrator in the amount of $116,217.07 for the purpose of conducting a joint election with the County of Webb, City of Rio Bravo, Laredo College, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District; and any other matters relating thereto.

PREVIOUS COUNCIL ACTION
On July 17, 2022, City Council ordered and proclaimed an election for November 2022.

BACKGROUND
The City Council by City Charter shall hold an election for the following City Council Districts: IV, V, VII, and VIII every four years, which falls on November 5, 2024.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Staff is recommending to proceed and comply with City Charter to order and proclaim a General City Election to be held on November 5, 2024.

Fiscal Impact

Fiscal Year:	2023 - 2024
Budgeted Y/N?:	Yes
Source of Funds:	City Secretary - Election Services
Account #:	101-1720-513-55-96
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funding in the amount of $116,217.07 is available in General Fund City Secretary Election Services

ELECTION CONTRACT
AND COST ESTIMATE

CITY OF LAREDO
JOINT GENERAL ELECTION

(with: Webb County, City of Rio Bravo, Laredo College, Laredo ISD, United ISD and Webb CISD)

NOVEMBER 5, 2024

(Submitted: 06/12/2024)

ELECTION SERVICES CONTRACT
WITH COUNTY ELECTIONS ADMINISTRATOR
COUNTY OF WEBB, STATE OF TEXAS

THIS CONTRACT made on this ___day of _____, 2024__, by and between the **City of Laredo,** hereinafter referred to as "Party," and Jose Luis Castillo, County Elections Administrator for Webb County, Texas, hereinafter referred to as "Contracting Officer", under the authority of Sections 31.092(a) and 271.002, Texas Election Code, and relating to the conduct and supervision of the **Joint General Election** of **November 5, 2024,** hereinafter referred to as the "election."

THIS CONTRACT is subject to the written approval of the political subdivision involved in the election, and shall not be binding on the party until such written approval is obtained. An estimate for services to be rendered pursuant to the terms of the contract provided by the Contracting Officer are attached herewith and labeled exhibits **A** thru **G.** It is agreed that it is in the public interest of the **City of Laredo,** being one of several entities participating in this election that Jose Luis Castillo, Elections Administrator, serve as the Early Voting Clerk for all entities participating in this election.

THIS AGREEMENT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election:

DUTIES AND SERVICES OF CONTRACTING OFFICER The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the election:

(a) Contact the owners or custodians of county-designated polling places and arrange for their use in the election.

(b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the election.

(c) Procure, prepare, and distribute all necessary election supplies, including:
- (1) ballots;
- (2) qualification field systems – "Vote-Safe" laptops
- (3) election kits,
- (4) all necessary ADA compliant voting machines and equipment.

(d) Notify election judges of the date, time, and place of any election school

(e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.

(f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the election.

(h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended.

DUTIES AND SERVICES OF THE PARTY The Party shall be responsible for performing the following duties in connection with the election:

(a) In accordance with Section 32.005(a), 32.033 (a), Texas Election Code, not later than at the signing of the election services contract, the political subdivision ordering the election shall appoint the election judges for each precinct in their election, the number of clerks to serve with the judge, appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the central counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions for the county. If none is appointed, the contracting party may appoint at his discretion.

(b) As soon as possible after the final candidate filing deadline, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

GENERAL PROVISIONS

(a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Entities' failure to pay a claim.

(c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Webb County, Texas.

(d) Only the actual expenses directly attributable to the Contract and Fees may be charged (Section 31.100), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to the Governmental Entity within a reasonable amount of time after the election.

COST OF SERVICES

(a) In consideration for the services provided by the Contracting Officer, the Party agrees to pay Webb County their share of the cost of the **November 5, 2024 Joint General Election** in accordance with the following schedule:

August 30, 2024:	**$ 92,973.66**
December 20, 2024:	**$ 23,243.41**
	$ 116,217.07

(b) Payment shall be made payable to **Webb County Elections Administrator** and hand-delivered to:

1110 Washington St., Suite 103
Laredo, Texas 78040

Or mailed to:

P. O. Box 29
Laredo, Texas 78042-0029

ACKNOWLEDGMENT OF SHARED ELECTION

The Party acknowledges that the election is a Joint Election under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county. In such event, the Party agrees to share common polling places, the cost of ballots and programming, voting equipment, and the common set of election workers with the other political subdivision(s).

GENERAL CONDITIONS

(a) This contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Webb County, Texas.

(b) In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) It is understood that in the case of an election contest solely challenging this Party's election results, the cost of such contest, challenge, or litigation will be borne by the Party.

(d) It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the party and will be contracted for at such time.

(e) It is also further understood that in a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.

(f) This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature at the bottom of this contract, the party acknowledges, accepts and approves all resolutions, documents and attachments included as part of this contract.

(g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

WITNESS the following signatures and seal:

By _____ _____
City of Laredo Date

By _____ _____
Jose Luis Castillo, Elections Administrator Date

EXHIBIT A
CITY OF LAREDO
COST ESTIMATE FOR NOVEMBER 5, 2024
JOINT GENERAL ELECTION

1. STATISTICAL INFORMATION

A. PROJECTIONS

November 5, 2024 - Joint General Election

Early Voting:	***24,650***
Election Day:	***13,000***
Total voter turnout:	***37,650***
Registered voters:	***139,652***
Turnout percentage:	***27.0%***

B. ACTUAL TURNOUT

Early Voting:	*0*
Election Day:	*0*
Total voter turnout:	*0*
Registered voters:	*840*
Turnout percentage:	*0.00%*

C.	**Number of election day polling sites:**	**40**
D.	**Number of polling sites shared with other entities:**	**40**
E.	**Number of Charge based on Registered voter 38.23%**	**29**
F.	**Number of Public Buildings used as Election Day sites:**	**13**
G.	**Number of Permanent / Temporary Early Voting Branch Sites:**	**10**
H.	**Number of Mobile Early Voting Branch Sites:**	**0**
I.	**Voting system to be used in:** **1. Early Voting:**	**Express Vote DS200 & DS450**
	2. Election Day:	**Express Vote DS200 & DS450**
J.	**Number of ballots ordered** *(including additional sheets)* **(Not including sample ballots or test deck):**	**80,000**

2. COST OF ELECTION OPERATIONS

			Cost		Cost per Precinct	No. of Precincts		TOTAL
A. BALLOTS								
1	Official	$	75,000.00	38.23	$ 1,961.81	29	$	56,892.49
2	Coding	$	3.90	38.23	$ 0.10	29	$	2.96
3	Sample	$	350.00	38.23	$ 9.16	29	$	265.50
4	Test	$	450.00	38.23	$ 11.77	29	$	341.35
5	Shipping	$	139.00	38.23	$ 3.64	29	$	105.44
B. PROGRAMMING								
1	Layout	$	4,000.00	38.23	$ 104.63	29	$	3,034.27
2	Coding	$	-	38.23	$ -	29	$	-
3	Audio	$	8,000.00	38.23	$ 209.26	29	$	6,068.53
4	Preventive Maintenance	$	-	38.23	$ -	29	$	-
5	Site Support	$	5,000.00	38.23	$ 130.79	29	$	3,792.83
C. PROGRAMMING SERVICES FOR DS200/450/850								
1	Base charge per equipment type	$	1,200.00	293	$ 4.10	2	$	8.19
2	Base charge per equipment ERM file	$	600.00	293	$ 2.05	2	$	4.10
3	Ballot Types	$	90.00	293	$ 0.31	2	$	0.61
4	Precincts	$	870.75	293	$ 2.97	2	$	5.94
5	Splits	$	-	293	$ -	2	$	-
6	Ballot Faces	$	1,559.25	293	$ 5.32	2	$	10.64
7	Contests/issues	$	693.00	293	$ 2.37	2	$	4.73
8	Candidate Responses	$	621.00	293	$ 2.12	2	$	4.24
9	Electronic File Transfers	$	-	293	$ -	2	$	-
10	Media Burns	$	2,440.14	293	$ 8.33	2	$	16.66
11	Media Rental	$	-	293	$ -	2	$	-
12	Shipping Estimate $30.00 Per Box	$	235.56	293	$ 0.80	2	$	1.61
D. RENT								
1	Tabulation/ DRE Equipment	$	4,274.40	38.23	$ 111.81	29	$	3,242.42
2	ED Site - Pct. 405	$	150.00	38.23	$ 3.92	29	$	113.78
3	ED Site - Pct. 310	$	150.00	38.23	$ 3.92	29	$	113.78
4	ED Site - Pct. 221	$	150.00	38.23	$ 3.92	29	$	113.78
5	ED Site - Pct. 124	$	150.00	38.23	$ 3.92	29	$	113.78
6	ED Site - Pct. 227	$	150.00	38.23	$ 3.92	29	$	113.78
7	ED Site - Pct. 128	$	150.00	38.23	$ 3.92	29	$	113.78
8	ED Site - Pct. 239	$	150.00	38.23	$ 3.92	29	$	113.78
9	ED Site - Pct. 344	$	150.00	38.23	$ 3.92	29	$	113.78
10	ED Site - Pct. 255	$	150.00	38.23	$ 3.92	29	$	113.78
11	ED Site - Pct. 457	$	150.00	293	$ 0.51	2	$	1.02
12	ED Site - Pct. 460	$	150.00	293	$ 0.51	2	$	1.02
13	ED Site - Pct. 272	$	150.00	38.23	$ 3.92	29	$	113.78

E. KITS

1	Early Voting	$	349.10	38.23	$	9.13	29	$	264.82
2	Election Day	$	1,288.40	38.23	$	33.70	29	$	977.34
3	Ballot Board	$	1,545.56	38.23	$	40.43	29	$	1,172.41
4	Shipping	$	2,300.00	38.23	$	60.16	29	$	1,744.70

F. MISCELLANEOUS

1	Publication - Testing of Equipment	$	318.60	38.23	$	8.33	29	$	241.68
2	Publication - Notice of Election	$	1,132.08	38.23	$	29.61	29	$	858.76
3	Early Voting Supplies	$	9,079.00	38.23	$	237.48	29	$	6,887.03
4	Election Day Supplies	$	12,756.19	38.23	$	333.67	29	$	9,676.42
5	Gasoline - EV Vehicles	$	800.00	38.23	$	20.93	29	$	606.85
6	Postage - Mail Ballots	$	-	38.23	$	-	29	$	-

G. AT&T WIFI CONNECTIVITY/INTERNET USAGE-HOTSPOT

1	AT&T Wifi Usage Hotspot	$	3,429.56	38.23	$	89.71	29	$	2,601.55

H. EXPRESSVOTE MAINTENANCE

1	Expressvote Maintenance Fees	$	-	293	$	-	2	$	-

I. PAPER BALLOT LAYOUT SERVICES

1	Ballot Faces	$	-	293	$	-	2	$	-

3. PAPER BALLOT PRINTING SERVICES

1	Base charge per ballot	$	0.25	38.23	$	0.01	2	$	0.01
2	2 sided ballot	$	0.30	293	$	0.00	2	$	0.00
3	Numbering and/or Stub	$	0.30	293	$	0.00	2	$	0.00
4	Packaging	$	0.10	293	$	0.00	2	$	0.00
5	Color Bar down right side of Ballot	$	0.20	293	$	0.00	2	$	0.00
6	Shipping Estimate $30.00 per box	$	95.31	293	$	0.33	2	$	0.65

4. PROGRAMMING SERVICES FOR EXPRESSVOTE

1	English Set-Up Charge	$	400.00	293	$	1.37	2	$	2.73
2	Spanish Set-Up Charge	$	400.00	293	$	1.37	2	$	2.73
3	All other languages Set-Up Charge	$	-	293	$	-	2	$	-
4	Political Parties	$	-	293	$	-	2	$	-
5	Ballot Faces	$	108.00	293	$	0.37	2	$	0.74
6	Constests	$	-	293	$	-	2	$	-
7	Candidates/Responses	$	336.00	293	$	1.15	2	$	2.29
8	Propositions/Amendments/Instructions	$	336.00	293	$	1.15	2	$	2.29
9	Price per word over 1200 words	$	-	293	$	-	2	$	-
10	Media Rental	$	-	293	$	-	2	$	-
11	Media Burns	$	71.25	293	$	0.24	2	$	0.49
12	Shipping Estimate (about $30.00 per box)	$	118.25	293	$	0.40	2	$	0.81

ELECTION OPERATIONS	**$ 99,986.71**

5. COST OF EARLY VOTING PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. MAIN SITE						
1	Webb County Administrative Building	$ 6,540.00	38.23	$ 171.07	2	$ 342.14
B. PERMANENT BRANCH SITES						
2	Barbara Fasken	$ 6,540.00	38.23	$ 171.07	2	$ 342.14
3	Laredo Fire Department	$ 11,000.81	38.23	$ 287.75	2	$ 575.51
4	City Hall Annex	$ 6,540.00	38.23	$ 171.07	2	$ 342.14
5	Cigarroa Rec Center	$ 9,513.88	38.23	$ 248.86	2	$ 497.72
C. TEMPORARY BRANCH SITE						
6	Laredo Medical Center	$ 6,540.00	38.23	$ 171.07	2	$ 342.14
7	Doctor's Hospital	$ 6,540.00	293	$ 22.32	2	$ 44.64
8	Marcos A. Rec. Center & Box G.	$ 6,540.00	293	$ 22.32	2	$ 44.64
9	Rio Bravo Comm. Ctr.	$ 6,540.00	293	$ 22.32	2	$ 44.64
10	Bruni Comm. Center	$ 6,540.00	38.23	$ 171.07	2	$ 342.14
E. BALLOTS BY MAIL						
13	Mail-In Ballots	$ 1,200.00	38.23	$ 31.39	2	$ 62.78
F. EV SUPPORT:						
1	Coding Installation	$ -	38.23	$ -	2	$ -
2	Testing & Preparation	$ 1,782.13	38.23	$ 46.62	2	$ 93.23
3	L & A Testing	$ -	38.23	$ -	2	$ -
4	EV Security Personnel	$ -	38.23	$ -	2	$ -

EARLY VOTING PERSONNEL	**$ 3,073.86**

6. COST OF ELECTION DAY PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. PRESIDING JUDGES AND CLERKS						
1	ED-Judges	$ 6,720.00	38.23	$ 175.78	2	$ 351.56
2	ED-Clerks	$ 24,480.00	38.23	$ 640.33	2	$ 1,280.67
B. C.C. STATION & EV BALLOT BOARD						
1	CCS Manager	$ 220.00	38.23	$ 5.75	2	$ 11.51
2	Judge	$ 300.00	38.23	$ 7.85	2	$ 15.69
3	Tabulation Supervisor	$ 353.19	38.23	$ 9.24	2	$ 18.48
4	Tabulation Team Members	$ 276.00	38.23	$ 7.22	2	$ 14.44
5	Signature Verification	$ 600.00	38.23	$ 15.69	2	$ 31.39
6	CCS Clerks	$ 1,200.00	38.23	$ 31.39	2	$ 62.78
C. SUPPORT PERSONNEL						
1	Administrative	$ 5,000.00	293	$ 17.06	2	$ 34.13
2	Technical On-Site Support	$ 8,000.00	293	$ 27.30	2	$ 54.61
3	Phone Support	$ -	38.23	$ -	2	$ -
4	Maintenance Clerks	$ -	38.23	$ -	2	$ -
5	Security Personnel	$ -	38.23	$ -	2	$ -
6	Election Day Clerk Overtime	$ 5,992.11	38.23	$ 156.74	2	$ 313.48

ELECTION DAY PERSONNEL	$ 2,188.73

7. TOTALS

A.	**ELECTION OPERATIONS**					**$ 99,986.71**
B.	**EARLY VOTING PERSONNEL**					**$ 3,073.86**
C.	**ELECTION DAY PERSONNEL**					**$ 2,188.73**
						$ 105,249.30
D.	*** FICA TAXES**					
	1	Early voting	7.65% x $ 3,073.86	$ 235.15		
	2	Election day	7.65% x $ 2,188.73	$ 167.44		
				$ 402.59		**$ 402.59**
E.	**SUBTOTAL OF CONTRACT**					**$ 105,651.89**
F.	**COUNTY ADMINISTRATIVE FEE** (10% of E)					**$ 10,565.19**
G.	**TOTAL ESTIMATED COST:**					**$ 116,217.07**

* *Projected amount employees will earn over $ 1,000.00 in a single year.*

EXHIBIT B

RESOLUTION
FOR JOINT ELECTIONS

WHEREAS, the **CITY COUNCIL OF THE CITY OF LAREDO** desires to enter into a Joint Election Services Contract with Webb County and the Webb County Elections Administrator as the County Election Officer and Early Voting Clerk; and

WHEREAS, the Commissioners Court of the County of Webb, in order to share the cost among the participating entities and make the voting process easier and more accessible to the voters and taxpayers of the county, also desires to conduct its election jointly;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO AND THE COUNTY OF WEBB, TEXAS, THAT:

Said City Council gives authorization to conduct its General Election jointly with the County of Webb, the City of Rio Bravo, the Laredo College, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District with Jose Luis Castillo, Webb County Elections Administrator, serving as Early Voting Clerk and managing the conduct and supervision of the **Joint General Elections** to be held **November 5, 2024.**

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____

City of Laredo

EXHIBIT C

RESOLUTION
VOTING SYSTEM

RESOLUTION AND ORDER FOR THE **CITY OF LAREDO** TO APPROVE AND ADOPT ELECTION SYSTEMS AND SOFTWARE'S ("ES&S"), EXPRESSVOTE UNIVERSAL MACHINES, *(DS200 PRECINCT SCANNER & TABULATOR)* VOTING SYSTEM TO BE USED IN CONJUCTION WITH THE ELECTRONIC (" DS450 HIGH-SPEED SCANNER & TABULATOR") VOTING SYSTEM AT EACH AND EVERY EARLY VOTING AND ELECTION DAY SITE FOR THEIR **NOVEMBER 05, 2024 JOINT GENERAL ELECTION** UNDER THE SUPERVISION OF THE WEBB COUNTY ELECTIONS ADMINISTRATOR IN ORDER TO COMPLY WITH THE FEDERAL HELP AMERICA VOTE ACT ("HAVA").

WHEREAS, the **CITY OF LAREDO** recognizes that it must comply with public law by approving and adopting a voting system to comply with the Help America Vote Act ("HAVA") requirements; and

WHEREAS, the Commissioners Court of the County of Webb, in its regular meeting of February 14, 2005, approved the creation of a Direct Record Electronic Committee to review voting systems certified by the State of Texas, Office of the Secretary of State, and recommended a voting system to be used in Webb County that complied with said HAVA requirements; and

WHEREAS, upon the DRE Committee's recommendation, the Commissioners Court of the County of Webb, on their regular meeting of OCTOBER 26, 2020, unanimously passed and approved Election Systems and Software's EXPRESS VOTE UNIVERSAL MACHINES, *DS200* PRECINCT SCANNER & TABULATOR voting system which not only provides a viable alternative voting system while also enhancing the county's current electronic ("DS450 HIGH-SPEED SCANNER & TABULATOR") voting system but complies with HAVA requirements and with the Americans with Disabilities Act ("ADA") requirements as well; and

WHEREAS, the **CITY OF LAREDO**, the authority in charge of its **2024 General Election**, has contracted with the Webb County Elections Administrator for the conduct and supervision of its General Election to be held on the **5th day of November, 2024** jointly with the County of Webb, City of Rio Bravo, Laredo College, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District;

THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LAREDO, that said City Council approves and adopts Election Systems and Software's ("ES&S") *Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator* voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 High-speed Scanner & Tabulator") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its General Election to be held **November 5th, 2024.**

City of Laredo

EXHIBIT D

RESOLUTION

AUTHORIZING AND ESTABLISHING SALARIES FOR ELECTION DAY PRESIDING JUDGES AND CLERKS; APPOINTING OF ELECTION DAY PRESIDING JUDGES; AND ESTABLISHING THE MAXIMUM NUMBER OF ELECTION DAY CLERKS FOR EACH ELECTION PRECINCT PURSUANT TO SECTIONS 32.091(a), 32.005 & 32.033, TEXAS ELECTION CODE, FOR THE NOVEMBER 5, 2024 JOINT GENERAL ELECTIONS

WHEREAS the provisions of Section 32.091 (a), Texas Election Code, state that a political subdivision's governing body has the authority to set election workers' compensation rate at or above the federal minimum wage; and

WHEREAS the provisions of Section 32.005, Texas Election Code, state that election judges shall be appointed for each election ordered by the political subdivision; and

WHEREAS the provisions of Section 32.033, Texas Election Code, state that the political subdivision shall prescribe the maximum number of clerks that each presiding judge may appoint for their election precinct; and

WHEREAS the City Council of the **CITY OF LAREDO** believes that in order to provide the voters of the city with professional and exceptional service, a fair and reasonable wage is important and should be provided to election judges and clerks serving in this election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO,** that pursuant to Section 32.091 (a), Texas Election Code, the compensation rate for election day presiding judges and clerks for the November 5, 2024 Joint General Elections, and any subsequent runoff election, is established and approved as follows:

Election Day and Early Voting Presiding Judges:	**$ 14.00 / Hr.**
Election Day and Early Voting Clerks:	**$ 12.00 / Hr.**

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Sections 32.005 & 32.033, the following be appointed to serve as election day presiding judges in their respective precincts with the maximum number of clerks to assist in the November 5, 2024 Joint General Elections, and any subsequent runoff election, as follows:

Pct.	Location	Judge	Max # of Clerks
401	City Hall of Laredo	Jacqueline Castillo	4
402	Macdonell Elementary	Elena Perez	4
403	Shirley Field Sports Complex	Anita Garza	4
405	Piedra Angular Templo Cristiano	Isabel Ramirez	4
407	35 Plaza LLC.	Isabel Almanza	4
310	Christ Miracle Center	Leslie Young	4
312	LISD Transportation	Ones Medina	4
413	Margarito Benavides Rec. Center	Teresita Ramirez	4
415	Memorial Middle School	Maricela Arriaga	4
417	Heights Elementary School	Claudia Munoz	4
221	Christ Church Episcopal	Jahami Guerrero	4

124	St. Joseph Church Hall	Connie Villalobos	4
226	UISD Service Center	John Stabile	4
227	Iglesia Senda de Gloria	Sandra Gonzalez	3
128	Templo Revelación	Loana Arriaga	4
130	Cigarroa Recreation Center	Rosario Zamarron	4
132	UISD Family Matters Center	Arlene Solis	4
134	Rio Bravo Community Ctr.	Sylvia Palomares	4
135	El Cenizo Community Ctr.	Maria D. Heard	3
136	E. Salinas Community Ctr.	Daniel Perales	3
237	Bruni Community Center	Juan Duenas	3
238	Sta. Teresita Community Ctr.	Stephanie Garcia	3
239	Laredo First Assembly Church	Lizette Mendive	3
342	J.P. Precinct 4 Office	Lupita Rivas	4
343	Laredo Fire Department	Luis Gonzalez	4
344	Church of the Crossroads	Mona Perales	4
448	F & A Bruni Comm. Center	Andrea Morales	3
250	UISD SAC	Andres Padon	4
251	Laredo Medical Center	Graciela Ramos	4
252	United South High School	Anita Trejo	4
453	L-B-V Inner City Park	Zoe Zee Pottin	4
154	LBJ High School	Veronica Villanueva	4
255	Iglesia Cristiana Misericordia	Andrea Vega	4
457	Long Branch Saloon	Miguel Valdez	2
458	Barbara Fasken Recreation Ctr.	Miriam Chapa	4
359	Doctors Hospital	Roberto Cavazos	4
460	Gallagher Garden Apts.	Alejandra Martinez	4
266	City Hall Annex Bldg.	Reynaldo Gonzalez	4
272	Guerra Building	Grace Guerrero	4
274	Bonnie Garcia Elem. School	Maria Palencia	4

EXHIBIT E

RESOLUTION
CENTRAL COUNTING STATION PERSONNEL

WHEREAS the provisions of Section 127.001(a), Texas Election Code, authorize the processing of electronic voting system results in a central counting station and set guidelines to the establishment and organization of said central counting station; and

WHEREAS the City Council of the **City of Laredo** desires to establish a central counting station and appoint personnel to process optical scan mail ballots, early vote and election day ballots as well as early voting and election day ballots cast electronically on the Express Vote & DS200 Precinct Scanner & DS450 Precinct Tabulator voting units for the **November 5, 2024 Joint General Elections**, in accordance with Chapter 127, Texas Election Code; and

WHEREAS said City Council of the **City of Laredo** believes that the processing of these ballots in a central counting station will ensure that they will be processed in a fair and impartial manner thus securing the purity of the election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **City of Laredo** that pursuant to Chapter 127, Texas Election Code, a central counting station is hereby established at the following location, that the following personnel be appointed to serve as stated in said central counting station, and that their respective salaries be established and approved as follows:

(127.001)	Central Counting Station Location:	**Billy Hall, Jr. Administrative Building 1st Floor Conference Room (1A) 1110 Washington St. Laredo, Texas 78040**	
(127.002)	Central Counting Station Manager:	**Jose Luis Castillo**	**NO FEE**
(127.003)	Tabulation Supervisor:	**Gustavo Ornelas**	**$ 30.29 hr.**
(127.004)	Assistant Tabulation Supervisors:	**Priscilla Hernandez Joseph Hernandez**	**$ 25.79 hr. $ 29.92 hr.**
(127.005)	Presiding Judge of Counting Station:	**Armando X. Lopez**	**$20.00 hr.**

City of Laredo

EXHIBIT F

NOVEMBER 5, 2024
JOINT GENERAL ELECTION
EARLY VOTING SITES

(Temporary sites subject to change as per Commissioner's approvals)

MAIN EARLY VOTING SITE

Billy Hall, Jr. Administrative Building, 1110 Washington St.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Barbara Fasken Recreation Center, 15201 Cerralvo Dr.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Laredo Fire Dept. Administrative Ctr, 616 E. Del Mar Blvd.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Cigarroa Recreation Center, 2201 Zacatecas St.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

TEMPORARY BRANCH EV SITES

Laredo Medical Center, 1700 E. Saunders Ave.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Doctors Hospital, 10700 McPherson Rd.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Marcos Aranda Recreation & Boxing Gym, 4418 Old Sta. Maria Rd.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Rio Bravo Community Center, 1600 Orquidia Ln., Rio Bravo, TX

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

Bruni Community Center, 303 E. 12th St., Bruni, TX.

Monday, October 21 thru Friday, October 25, 2024	8:00 am to 5:00 pm
Saturday, October 26, 2024	8:00 am to 8:00 pm
Sunday, October 27, 2024	12:00 pm to 6:00 pm
Monday, October 28 thru Friday, November 1, 2024	8:00 am to 8:00 pm

EXHIBIT G

NOVEMBER 5, 2024
JOINT GENERAL ELECTION

ELECTION DAY CENTERS
VOTERS CAN VOTE ANYWHERE

Pct. *(Pcto)*	Location *(Ubicación)*	Address *(Dirección)*	City *(Ciudad)*
401	City Hall of Laredo	1110 Houston St.	Laredo
402	Macdonell Elementary School	1606 Benavides St.	Laredo
403	Shirley Field Sports Complex	2002 San Bernardo Ave.	Laredo
405	Piedra Angular Templo Cristiano	4050 Santa Maria Ave.	Laredo
407	35 Plaza LLC.	5810 San Bernardo Ave.	Laredo
310	Christ Miracle Center	4400 Sanders Ave.	Laredo
312	LISD Transportation	3302 Springfield Ave.	Laredo
413	Margarito Benavides Rec. Center	2902 Tilden Ave.	Laredo
415	Memorial Middle School	2002 Marcella Ave.	Laredo
417	Heights Elementary School	1208 Market St.	Laredo
221	Christ Episcopal Church	2320 E. Lane St.	Laredo
124	St. Joseph Church Hall	110 N. Meadow Ave.	Laredo
226	UISD Service Center	3501 E. Saunders St.	Laredo
227	Iglesia Senda de Gloria	125 W. Mendoza St.	Laredo
128	Templo Revelacion	1102 S. Meadow Ave.	Laredo
130	Cigarroa Recreation Center	2201 Zacatecas St.	Laredo
132	UISD Family Matters Center	4906 US-83	Laredo
134	Rio Bravo Community Center	1600 Orquidia Ln	Rio Bravo
135	El Cenizo Community Center	3519 Cecilia Ln.	El Cenizo
136	E. Salinas Community Center.	917 N. Main	Mirando
237	Bruni Community Center	303 E. 12th St.	Bruni
238	Santa Teresita Community Ctr.	15014 Hwy. 59	Laredo
239	Laredo First Assembly Church	6103 McPherson Rd.	Laredo
342	JP Precinct 4 Building	8501 San Dario Ave.	Laredo
343	Laredo Fire Department	616 E. Del Mar Blvd.	Laredo
344	Church of the Crossroads	1301 International Blvd.	Laredo
448	F&A Bruni Comm. Ctr.	452 Rancho Penitas Rd.	Laredo
250	UISD SAC	5208 Santa Claudia Ln.	Laredo
251	Laredo Medical Center	1700 E. Saunders St.	Laredo
252	United South High School	4001 Ave. Los Presidentes	Laredo
453	Lamar Bruni Vergara Park	202 W. Plum St.	Laredo

154	LB Johnson High School	5626 Cielito Lindo Blvd.	Laredo
255	Iglesia Cristiana Misericordia	4519 E. Del Mar Blvd.	Laredo
457	Long Branch Saloon	15811 U.S. Hwy 83 N.	Laredo
458	Barbara Fasken Recreation Ctr.	15201 Cerralvo Dr.	Laredo
359	Doctors Hospital	10700 McPherson Rd.	Laredo
460	Gallagher Garden Apts.	5118 Gallagher Ave.	Laredo
266	City Hall Annex Bldg.	1102 Bob Bullock Loop	Laredo
272	Guerra Building	6402 N. Bartlett	Laredo
274	Bonnie Garcia Elem. School	1453 Concord Hills Blvd.	Laredo

ORDINANCE NO._____

ORDERING AND PROCLAIMING A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024; FOR: THE ELECTION OF CITY OFFICIALS; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WEBB COUNTY ELECTIONS OFFICE / ADMINISTRATOR IN THE AMOUNT OF $116,217.07 FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION WITH THE COUNTY OF WEBB, CITY OF RIO BRAVO, LAREDO COLLEGE, LAREDO INDEPENDENT SCHOOL DISTRICT, UNITED INDEPENDENT SCHOOL DISTRICT, AND THE WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT; AND ANY MATTERS RELATING THERETO.

WHEREAS, the Mayor and City Council of the City of Laredo, Webb County, Texas, by virtue of the authority vested by law, hereby proclaim, order and give notice of a General Election in and for the City of Laredo, to be held on Tuesday, the 5th day of November, 2024, for the purpose of electing the **CITY COUNCIL MEMBER FOR DISTRICTS: IV, V, VII, and VIII.**

WHEREAS, the Mayor and City Council of the City of Laredo, Webb County, Texas, authorize the City Manager to enter into a contract with the Webb County Elections Office / Administrator in the amount $116,217.07 for the purpose of conducting a joint election with the County of Webb, City of Rio Bravo, Laredo College, Laredo Independent School District, United Independent School District, and any matters relating thereto.

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

Section 1: That a general election be and the same is hereby ordered to be held and conducted within and for the City of Laredo on Tuesday, the 5th day of November, 2024, for the purpose of electing the aforementioned city officials:

CITY COUNCIL MEMBER FOR DISTRICTS: IV, V, VII, and VIII.

Section 2: That the mode and manner of holding and conducting said election shall be in accordance with the Texas Election Code and the City Charter of the City of Laredo, and that only resident qualified voters of the City of Laredo shall be eligible to vote at said election.

Section 3: That the polls at each designated polling place, as set forth in "Exhibit G" which is attached hereto and made a part of for all purposes, on said general election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 4: That the Presiding Judges shall appoint not less than two qualified election clerks to serve and assist in conducting said election; provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerk.

Section 5: That the period for early voting by personal appearance shall begin on October 21, 2024 and shall continue through the fourth day preceding the date of the election, November 5, 2024. The main polling place for early voting shall be the Billy Hall, Jr. Administrative Building, located at 1110 Washington St., Laredo, Texas and such other early voting and mobile voting places and dates as set forth in "Exhibit F" attached hereto. The main early voting polling place shall remain open from 8:00 a.m. to 5:00 p.m. on each day designated for early voting, except for Saturday, October 26, 2024, which shall be open from 8:00 a.m. to 8:00 p.m., Sunday, October 27, 2024 from 12:00 p.m. to 6:00 p.m., and Monday through Friday, October 28, 2024 to November 1, 2024 from 8:00 a.m. to 8:00 p.m. The designated polling places shall not be open on Saturdays, Sundays or official holidays, except as otherwise provided for in schedule of "Exhibit F".

Section 6: That the Early Voting Clerk for said election shall be appointed by the Webb County Elections Administrator.

Section 7: Application for ballots by mail shall be conducted by the Webb County Elections Administrator. All ballot applications and ballots voted by mail shall be sent to the Webb County Elections Administrator, 1110 Washington St., Suite 103, P.O. Box 29, Laredo, Texas 78042-029.

Section 8: That notice of said General Election shall be given by posting a substantial copy of this resolution at City Hall on the bulletin board used for posting notices of the meetings of the City Council, not later than October 15, 2024. A substantial copy of this resolution also shall be published in a newspaper of general circulation published in said City, the date of publication to be not earlier than the 30th day or later than the 10th day prior to the date set for said election.

Section 9: That said election shall be conducted at each designated voting place and the ballot to be used at such election be printed in the form required by the Texas Election Code and manufacturer's specifications with names of candidates and propositions printed thereon in full and prepared in such manner as specified by the Texas Election Code. That this election is to be conducted utilizing Election Systems and Sofware's ("ES&S") Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 high-speed Scanner & Tabular") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its Joint General/Special Elections to be held Tuesday, November 5, 2024.

Section 10: That immediately after the votes at such General Election have been conducted and proper returns thereof made to the City Council, said City Council shall meet not later than the 11th day after election day and in accordance with the Texas Election Code, at the City Council Chambers, 1st floor, 1110 Houston St., to canvass the election and cause to be entered in the proper records of the City of Laredo, Texas, its official declaration of, or order showing the actual and true results of said general election.

Section 11: That in the event that a runoff election is required, it shall be held not earlier than the 20th day nor later than the 45th day after the date the final canvass of the main election is completed in accordance with the Texas Election Code.

Section 12: That this notice shall serve as authority for conducting a joint general election with the County of Webb, the Laredo College, the City of Rio Bravo, the Laredo Independent School District, the United Independent School District, and the Webb County Consolidated School District, with Jose Luis Castillo, Webb County Elections Administrator to the extent that the City of Laredo will use the same judges and clerks, where possible.

Section 13: That the City Council hereby authorizes the City Manager to enter into a contract agreement with the Webb County Elections Office / Administrator to conduct said General Election and accept the terms and conditions as set forth in the contract attached hereto and identified as "Exhibit A".

Section 14: That the City Council hereby authorizes and establishes a Central Counting Station, appointment of the Central Counting Station Presiding Judge, Manager, Tabulation Supervisor, and Counting Station Clerks as set forth in the contract agreement with the Webb County Elections Administrator.

Section 15: That the dates for filing an application for a place on the ballot on the General November 5, 2024 Election are from July 22, 2024 to August 19, 2024 at 5:00 p.m.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Introductory Ordinance 15.**

SUBJECT
An Introductory Ordinance authorizing the City Manager to execute all necessary legal documents granting AEP Texas Inc., a 4.818 acre (209,881.82 Sq ft) supplemental easement, conveyed by deed to The City of Laredo, said tract lies wholly within a portion of 106.8704 acres of land, more or less Abstract 296, Porcion 32 A Trevino Original Grantee and being out of Lot 1, Block 1 of the City of Laredo Landfill., Webb County, Texas. Said easement has an estimated Webb CAD value of $32,531.68. Being more particularly described by Exhibit “A” attached hereto and made part of; providing for an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
AEP Texas Inc. is requesting the easement as part of the transmission relocation project at the City of Laredo Landfill. The proposed relocation from the center of the Landfill to the Western property line will increase the lifespan of the Landfill due to better utilization of the space.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the introduction 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:
Will be accounted for in the City’s General Fixed Assets System.

INTRODUCTORY ORDINANCE

An Introductory Ordinance authorizing the City Manager to execute all necessary legal documents granting AEP Texas Inc., a 4.818 acre (209,881.82 Sq ft) supplemental easement, conveyed by deed to The City of Laredo, said tract lies wholly within a portion of 106.8704 acres of land, more or less Abstract 296, Porcion 32 A Trevino Original Grantee and being out of Lot 1, Block 1 of the City of Laredo Landfill., Webb County, Texas. Said easement has an estimated Webb CAD value of $32,531.68. Being more particularly described by Exhibit “A” attached hereto and made part of; providing for an effective date.

WHEREAS, AEP Texas Inc. is requesting the easement as part of the transmission relocation project at the City of Laredo Landfill.

WHEREAS, the proposed relocation from the center of the Landfill to the Western property line will increase the lifespan of the Landfill due to better utilization of the space.

WHEREAS, it is in the best interest of the City of Laredo to convey the easements to AEP Texas, Inc. as described in the attached Exhibit “A”.

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

Section1. It authorizes the City Manager to execute legal documents conveying a 4.818 acre (209,881.82 Sq ft) Sq. Ft. easement and Right of Way to AEP.

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 D. Treviño
MAYOR

ATTEST:

_____
Mario Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh “Zone” T. Nguyen
CITY ATTORNEY

By: _____
Rodolfo Morales
ASSISTANT CITY ATTORNEY


Northing 707183.95
Easting 667654.20
Total Area:
209,880.82 sqft
4.818 ACRES

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

Line Name: Encinal – Wormser (Fincas Cut-In)
Line No.: TLN169:07111 **Easement No.:** 2

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ___ day of _____, 2024, **City of Laredo, a Municipal Corporation**, whose address is 1110 Houston Street, Laredo, Texas 78042 ("Grantor"), whether one or more persons or entities, owns an interest in a tract of real property situated in the State of Texas, and more particularly described in that certain document recorded in Volume 227, Page 165 of the Deed Records of Webb County, Texas, and such tract is subject to easements and rights-of-way which are now owned and held by, or rights otherwise acquired or held by, AEP Texas Inc.

AEP Texas Inc., a Delaware corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP"), is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain Easement and Right of Way, dated March 3, 1952, and recorded in Volume 223, Page 551 of the Deed Records of Webb County, Texas, and any rights relating to the line referenced above (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent the Original Easement encumbers Grantor's above-described tract, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Supplemental Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the tract of real property owned by Grantor as more particularly described above.

The location, maximum width, and boundaries of the non-exclusive easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Original Easement is also supplemented by the addition of the following language:

AEP shall have the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, enlarge, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, anchoring systems, grounding systems, communication facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; the electric facilities may consist of a variable number of towers, poles, wires, guys, anchors, and associated fixtures, including the right to transmit electricity of any voltage or amperage, the right to remove at any time any or all of said facilities erected on the

Easement Area, the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the easement herein granted.

AEP shall have the right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the Easement Area for the purposes described herein.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any building, structure, improvement, or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area.

AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, drainage ways, drives, roads, or lawns caused by AEP in the exercise of the rights herein granted both during initial construction and subsequent activities in the Easement Area or on Grantor's remaining property. Upon completion of any construction or maintenance activities, AEP will restore the Easement Area and any of Grantor's remaining property used by AEP to the property's original contours and grades to the extent reasonably practicable, unless the safety or operational needs of AEP or the electric facilities would be impaired.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

AEP shall not assign its rights and obligations under this Supplemental Easement to a utility that is not subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission, without written notice to Grantor, at the last known address of the person in whose name the property is listed on the most recent tax rolls at the time of the request. AEP's assignees shall be bound by the terms of this Supplemental Easement.

AEP shall be prohibited from any use of the property rights being conveyed by this Supplemental Easement, other than a use stated in this Supplemental Easement, without the express written consent of Grantor. AEP shall not grant to a third-party access to the Easement Area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the facilities installed pursuant to this Supplemental Easement.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording or as such priority is otherwise established. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives. Grantor acknowledges that AEP has explained the project to Grantor, and Grantor's consent for such project is hereby granted.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s)

IN WITNESS WHEREOF, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

GRANTOR
City of Laredo, a Municipal Corporation

_____
By: Joesph Neeb, City Manager

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Joesph Neeb, City Manager, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

_____
Notary Public
Print Name: _____
My Commission Expires:_____

IN WITNESS WHEREOF, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

GRANTOR
City of Laredo, a Municipal Corporation

_____
By: Mario Maldonado, City Secretary

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Mario Maldonado, City Secretary, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

_____
Notary Public
Print Name: _____
My Commission Expires:_____

IN WITNESS WHEREOF, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

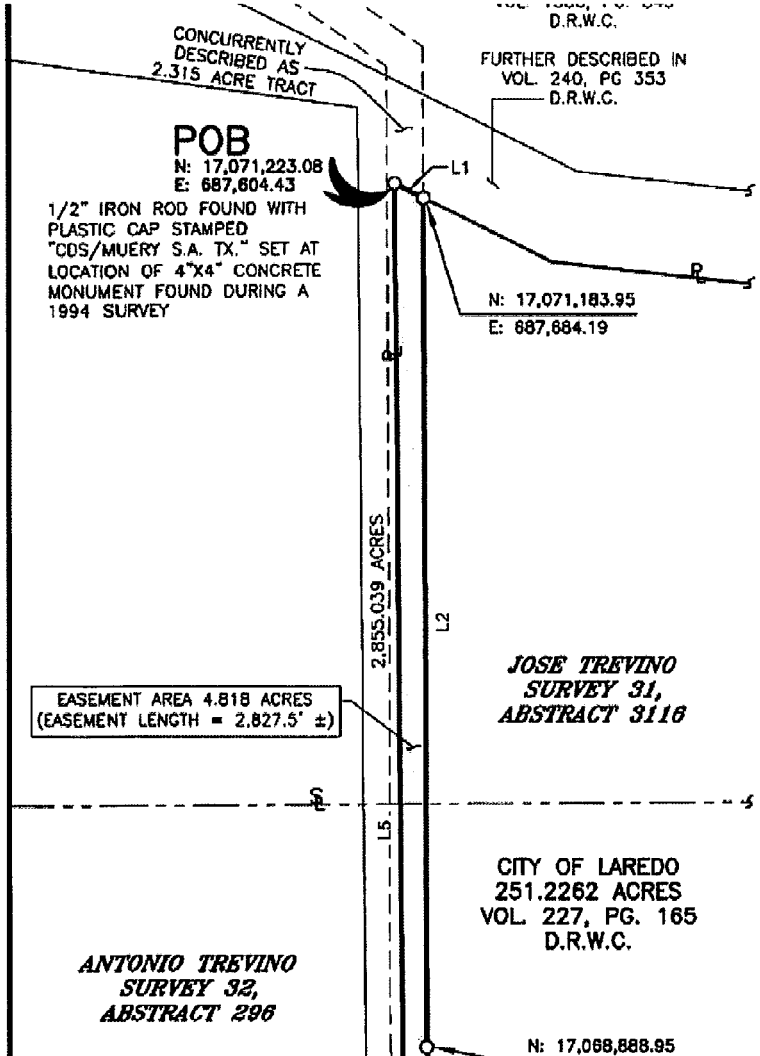
GRANTOR
City of Laredo, a Municipal Corporation

_____
By: Doanh T. Nguyen, City Attorney
___

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Doanh T. Nguyen, City Attorney, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

_____
Notary Public
Print Name: _____
My Commission Expires:_____



RIGHT OF WAY SERVICE, INC.

LEGEND

- O – 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
- POB – PLACE OF BEGINNING
- ℄ – PROPERTY LINES
- ℄ – APPROXIMATE SURVEY LINES
- D.R.W.C. – DEED RECORDS OF WEBB COUNTY
- O.P.R.W.C. – OFFICIAL PUBLIC RECORDS OF WEBB COUNTY
- *RECORD "1"* – RECORD CALL TAKEN FROM VOLUME 227, PAGE 165, D.R.W.C.

500' 250' 0 500'

LINE	BEARING	DISTANCE	*RECORD BEARING*	*RECORD DISTANCE*	*RECORD SOURCE*
L1	S63°52'12"E	88.85'	*S63°02'13"E*		*"1"*
L2	S00°13'56"E	2,295.23'			
L3	S03°25'43"E	520.68'			
L4	N75°41'02"W	96.30'			
L5	N00°32'40"W	2,830.40'	*N00°14'24"E*		*"1"*

MONUMENTATION SHOWN HEREON WILL BE SET UPON ACCEPTANCE OF THIS DOCUMENT AND RIGHT OF ENTRY HAS BEEN GRANTED TO CDSMUERY.

STATE OF TEXAS
REGISTERED
JOHN T. KUBALA
4505
PROFESSIONAL LAND SURVEYOR

City Council

Meeting Date: 6/24/2024 **Second Reading 16.**

SUBJECT
An Ordinance authorizing the City Manager to grant a non-exclusive franchise to GPI Equipment Leasing LLC DBA Trash Ninja to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and effective date.

PREVIOUS COUNCIL ACTION
Council pass introductory ordinance on 06/10/24.

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo. This is the second reading of the three required readings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends second reading of this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to general fund account 101-0000-381-1220.

ORDINANCE NO.#

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO GPI EQUIPMENT LEASING LLC DBA TRASH NINJA TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, GPI Equipment Leasing LLC dba Trash Ninja is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, GPI Equipment Leasing LLC dba Trash Ninja has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which GPI Equipment Leasing LLC dba Trash Ninja shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, GPI Equipment Leasing LLC dba Trash Ninja., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2024.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and GPI Equipment Leasing LLC dba Trash Ninja a Texas limited liability company

with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2034.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	1 Week Hauling Fee	Extra Hauling Fee	Additional Tonnage
15 Yds	$350.00	$200.00	$41.50
20 Yds	$450.00	$250.00	$41.50
25 Yds	$500.00	$275.00	$41.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **GPI Equipment Leasing LLC DBA Trash Ninja**
c/o Israel Guzman III
2935 Melville Loop
Laredo, TX. 78041

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF GPI Equipment Leasing LLC DBA Trash Ninja

By: _____

Israel Guzman III
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2024.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Mario I. Maldonado, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2024.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2024.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	1 Week Hauling Fee	Extra Hauling Fee	Additional Tonnage
15 Yds	$350.00	$200.00	$41.50
20 Yds	$450.00	$250.00	$41.50
25 Yds	$500.00	$275.00	$41.50

Plus all applicable taxes

City Council

Meeting Date: 6/24/2024 **Third and final reading 17.**

SUBJECT
An Ordinance authorizing the City Manager to grant a non-exclusive franchise to STX Dump Services to use the present and future streets, avenues, alleys, roads, highways, sideways, easements and other public rights-of-way of the City of Laredo, Texas for purpose of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date.

PREVIOUS COUNCIL ACTION
Ordinance was introduced on 05/20/24, second reading on 06/10/24.

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo. This is third reading of the three required readings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends third reading of this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to general fund account 101-0000-381-1220.

ORDINANCE NO.# 2024-O-121

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO STX DUMP SERVICES TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, STX Dump Services is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, STX Dump Services has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which STX Dump Services shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, STX Dump Services., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2024.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and STX Dump Services a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2034.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
15 Yds	$100.00	$200.00	$41.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **STX Dump Services**
c/o Bryan Cardenas
6004 Ruger Dr.
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF STX Dump Services

By: _____

Bryan Cardenas
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2024.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Jose A. Valdez, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2024.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2024.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
15 Yds	$100.00	$200.00	$41.50

Plus all applicable taxes

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 18.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a tobacco shop (E-Cigarette Sales) on the south 2/3 of Lots 11 and 12, Block 204, Eastern Division and approximately 2,572.12 square feet tract of land, as further described by metes and bounds in attached Exhibit A, located at 1516 South US Highway 83, Suite C (528 square feet).

ZC-034-2024
District II

Council District: District 2 **Zone Case:** ZC-034-2024

Letters sent to property owners: 24

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 1 vote recommended approval of the special use permit.

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

City Council-Regular

Meeting Date: 06/24/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: Susana V. Garcia, Owner, Alfonso Garza, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-113 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a Tobacco Shop (E-Cigarette Sales) on the south 2/3 of Lots 11 and 12, Block 204, Eastern Division and approximately 2,572.12 square feet tract of land, as further described by metes and bounds in attached Exhibit A, located at 1516 South US Highway 83, Suite C (528 square feet).

ZC-034-2024

District II

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced at City Council.

BACKGROUND

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

Proposed use: Tobacco Shop (E-Cigarette Sales)

Site: The site is currently occupied by a commercial structure with 3 suites and an apartment located on the second floor.

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

Surrounding land uses: To the north of the site is Santa Barbara Street and a commercial plaza, which includes Steel Magnolias Unisex Salon, Rincon Mexico Restaurante, Hands of Angels Home Care, and Tacos al Carbon. To the east of the site is Zapata Highway (US Highway 83). To the south of the site is Santa Clara Street, La Chueca Paleteria, Family Cuts by Elena, and Tacos Monterrey. To the west of the site is mixed residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies South US Highway 83 as an Expressway and does not identify Santa Clara Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 24 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **6** to **1** vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

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

1. The site does not meet the minimum distance requirement of 800 feet as per the Laredo Land Development Code Section 24.93.6, subsection (5). The measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the premises of a church or public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums.
    - The building or structure that houses the establishment is approximately 31 feet from the nearest residential zoning district.
2. There are no similar uses (tobacco shops, drug and tobacco paraphernalia shops, and smoking establishments) in the area.

*Please note: The parking calculations were determined at the time the certificate of occupancy was issued by Building Development Services.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Christian Contreras, and shall be non-transferal.
2. The Special Use Permit is restricted to 528 square feet located within Suite C as per the site plan, Exhibit B, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Sunday, 10:00 a.m. to 9:00 p.m.

4. No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.

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

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

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

9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.

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

12. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.

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

16. 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.

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Tex. Health & Safety Code §481.125.

19. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to ensure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia.

20. A business entity, which has been granted a SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing SUP shall be null, void and of no force or effect. In every instance of transfer of ownership, a new SUP application is required to be submitted and shall be processed as a new SUP request.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
Yes. There are no similar uses in the area. The property abuts residential uses to the west of the site.

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

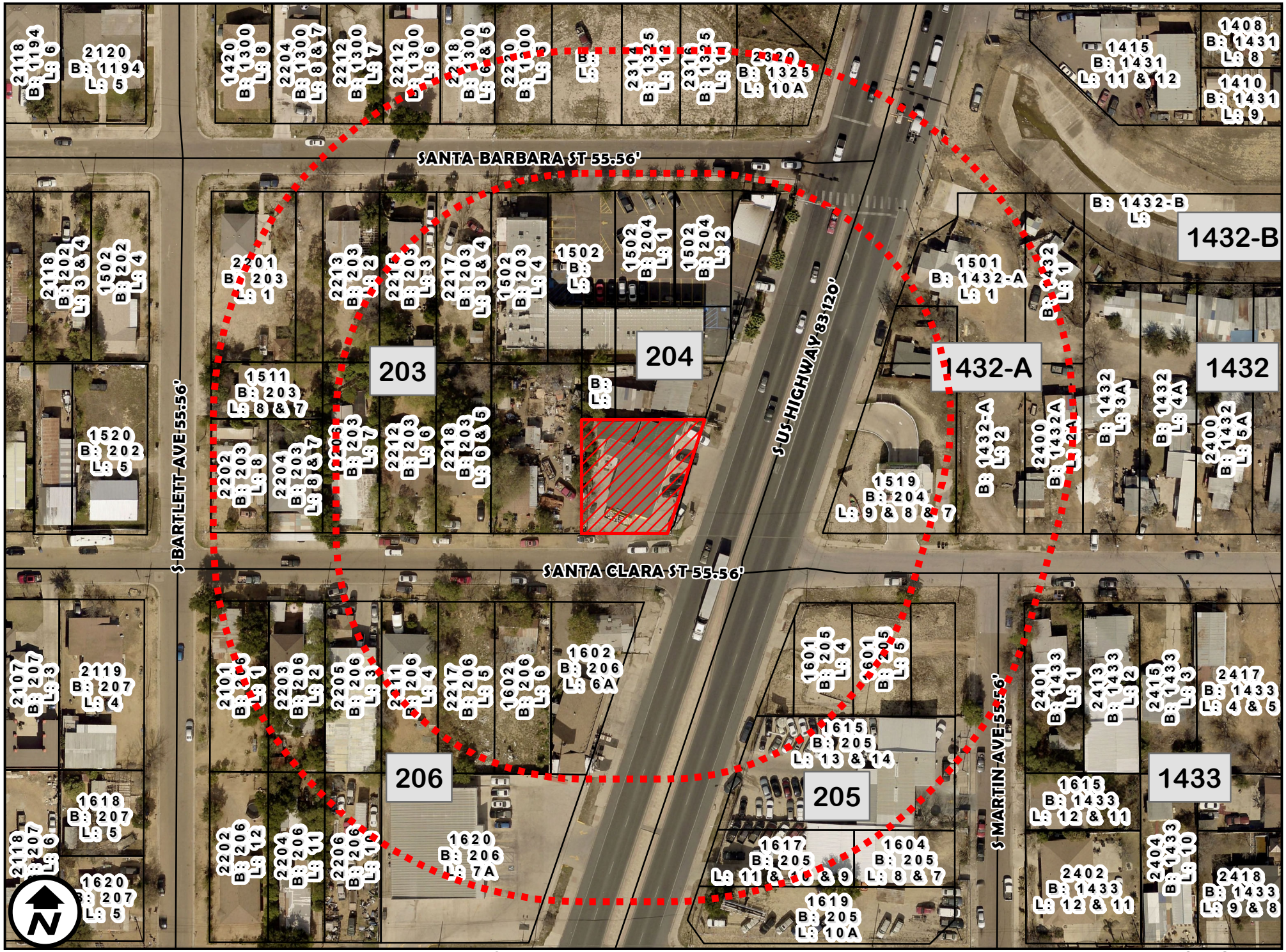
Will change adversely influence living conditions in the neighborhood?
The proposed use may have a negative impact on the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for a Tobacco Shop (E-Cigarette Sales).

Attachments

Maps

Measurement Map
Survey
Narrative
Site Plan
Signage
Final Ordinance

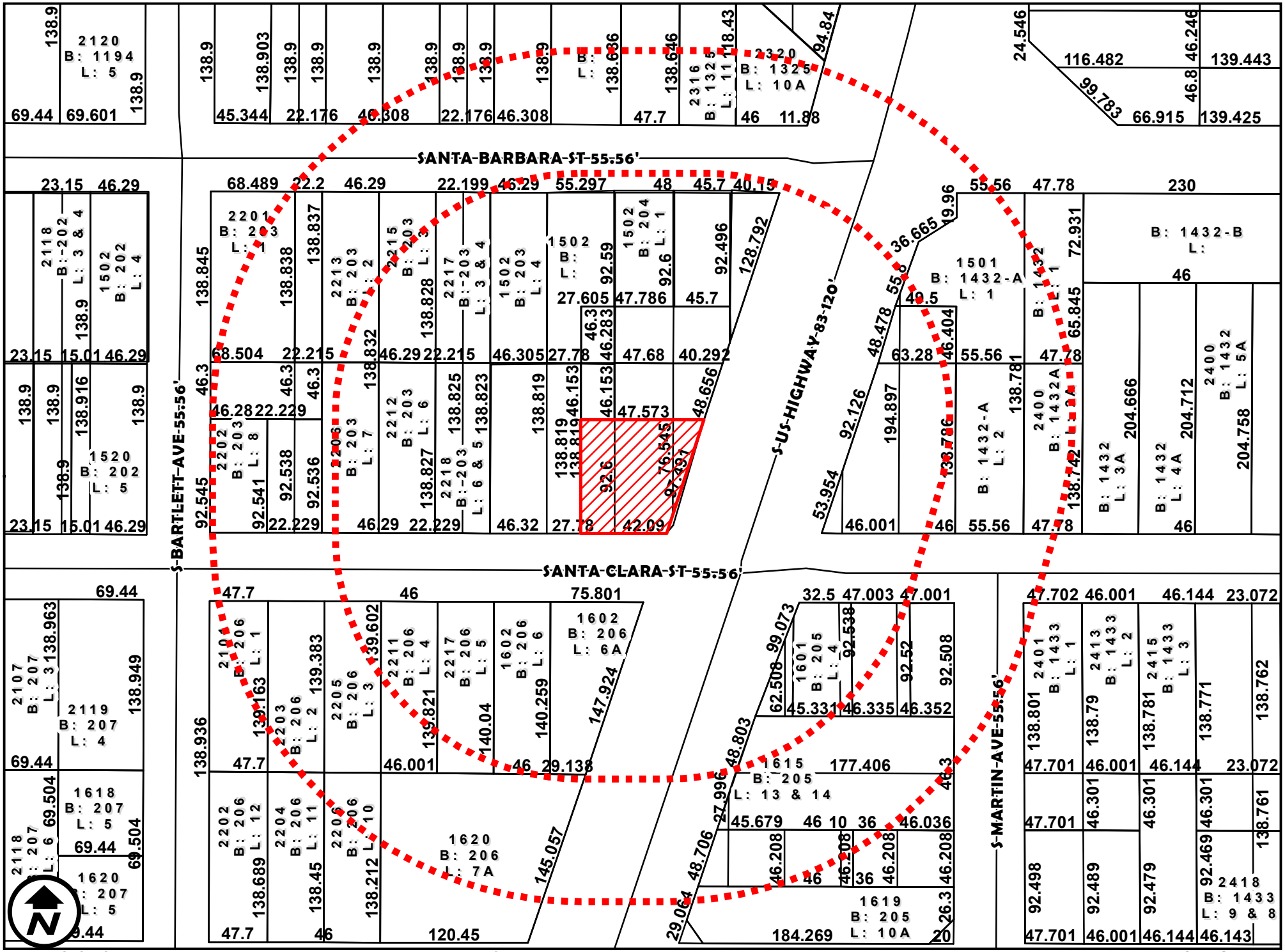


AERIAL MAP

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)



DIMENSIONS MAP

1 inch = 100 feet

ZC-034-2024

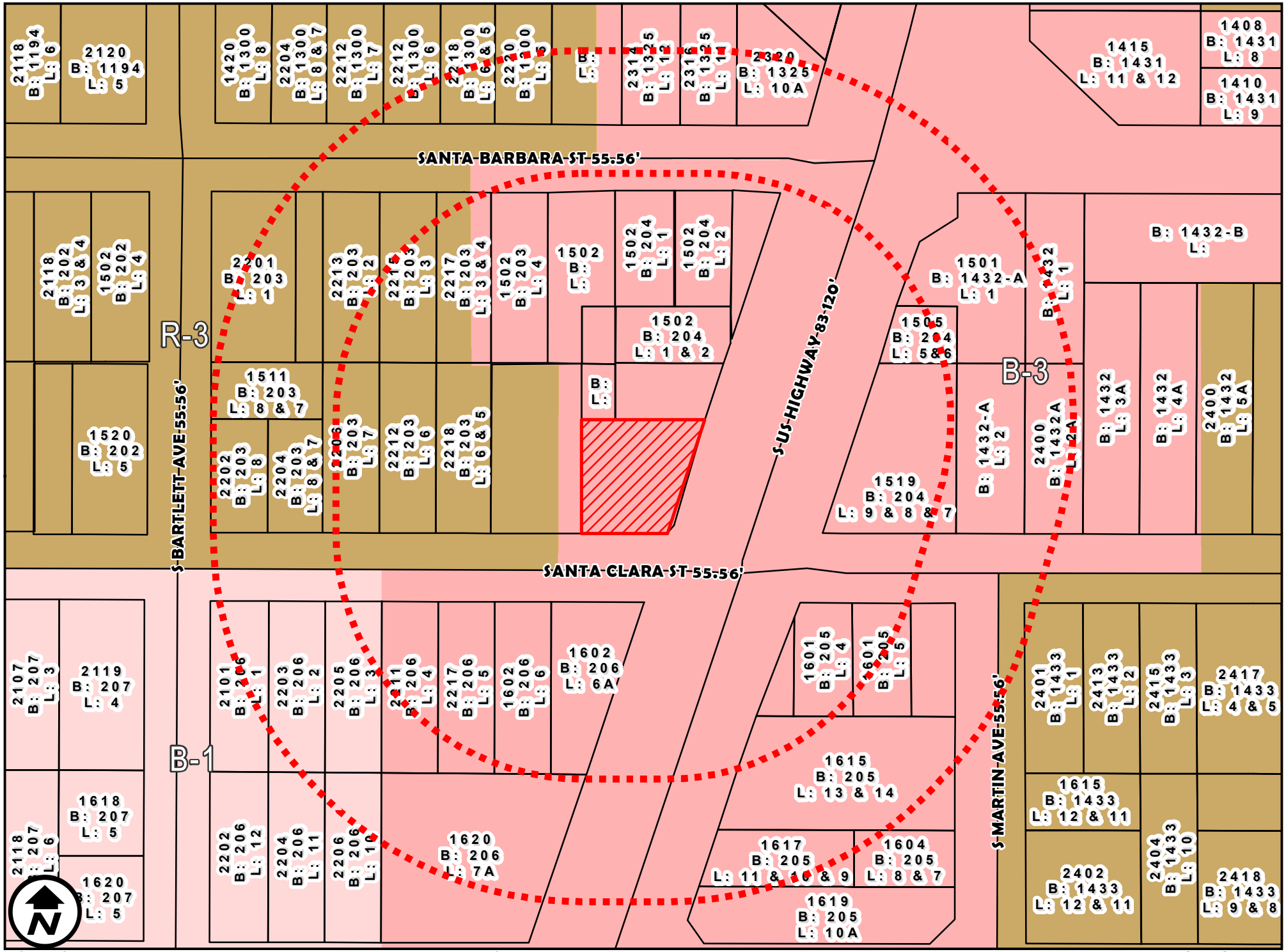
COUNCIL DISTRICT 2

1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I

B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]

S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

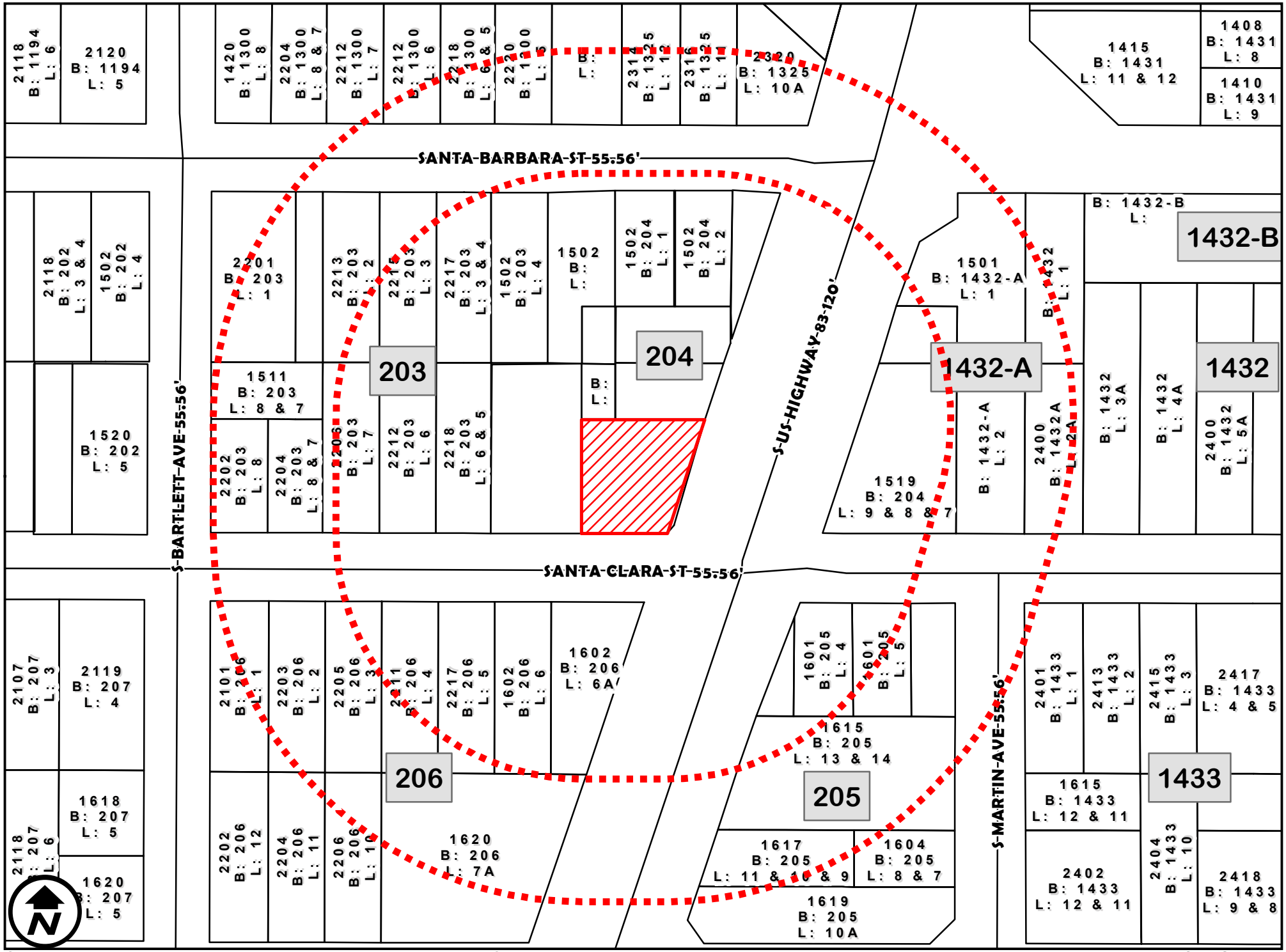


ZONING MAP

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

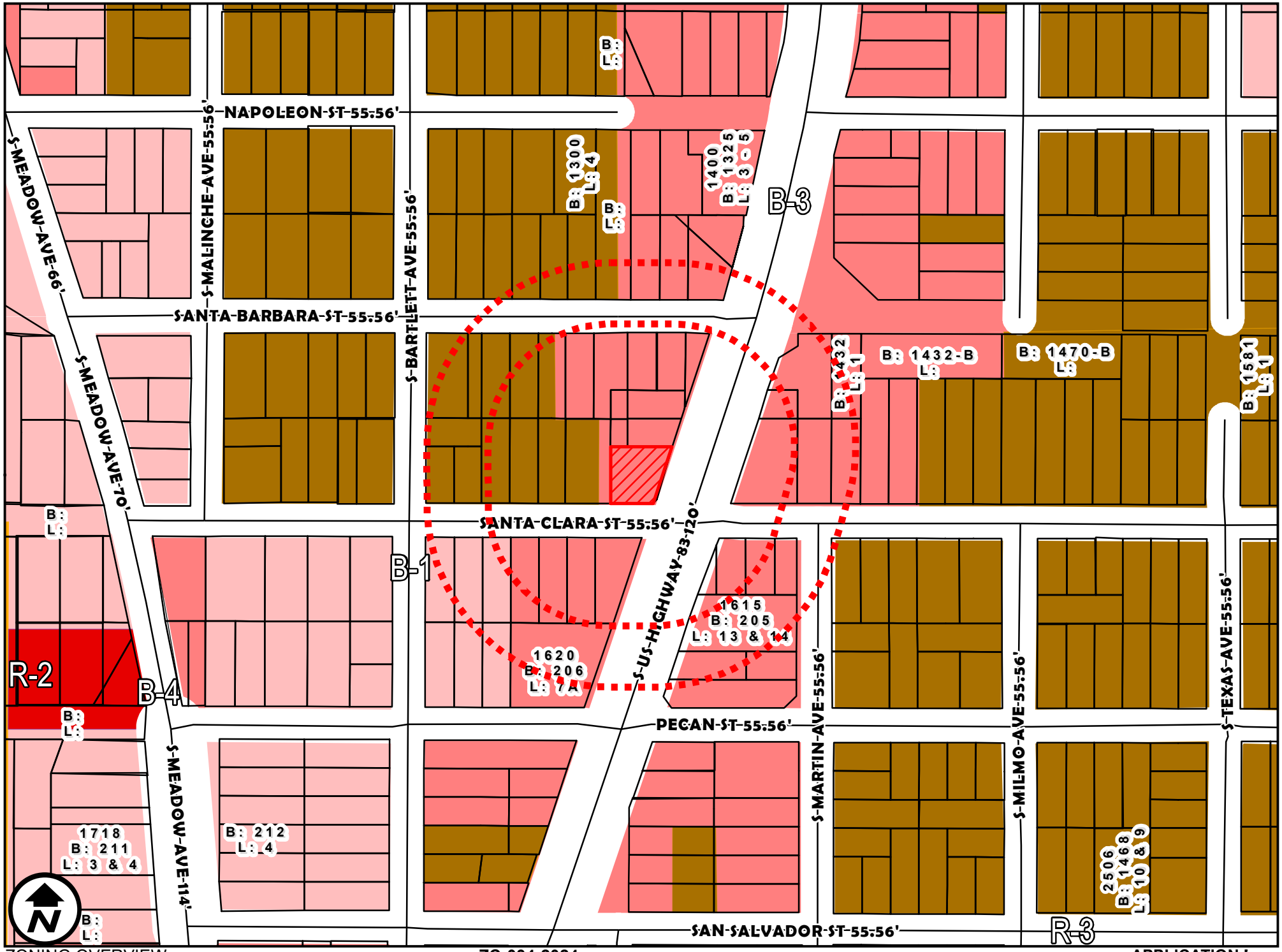


SURVEY MAP

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, I
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

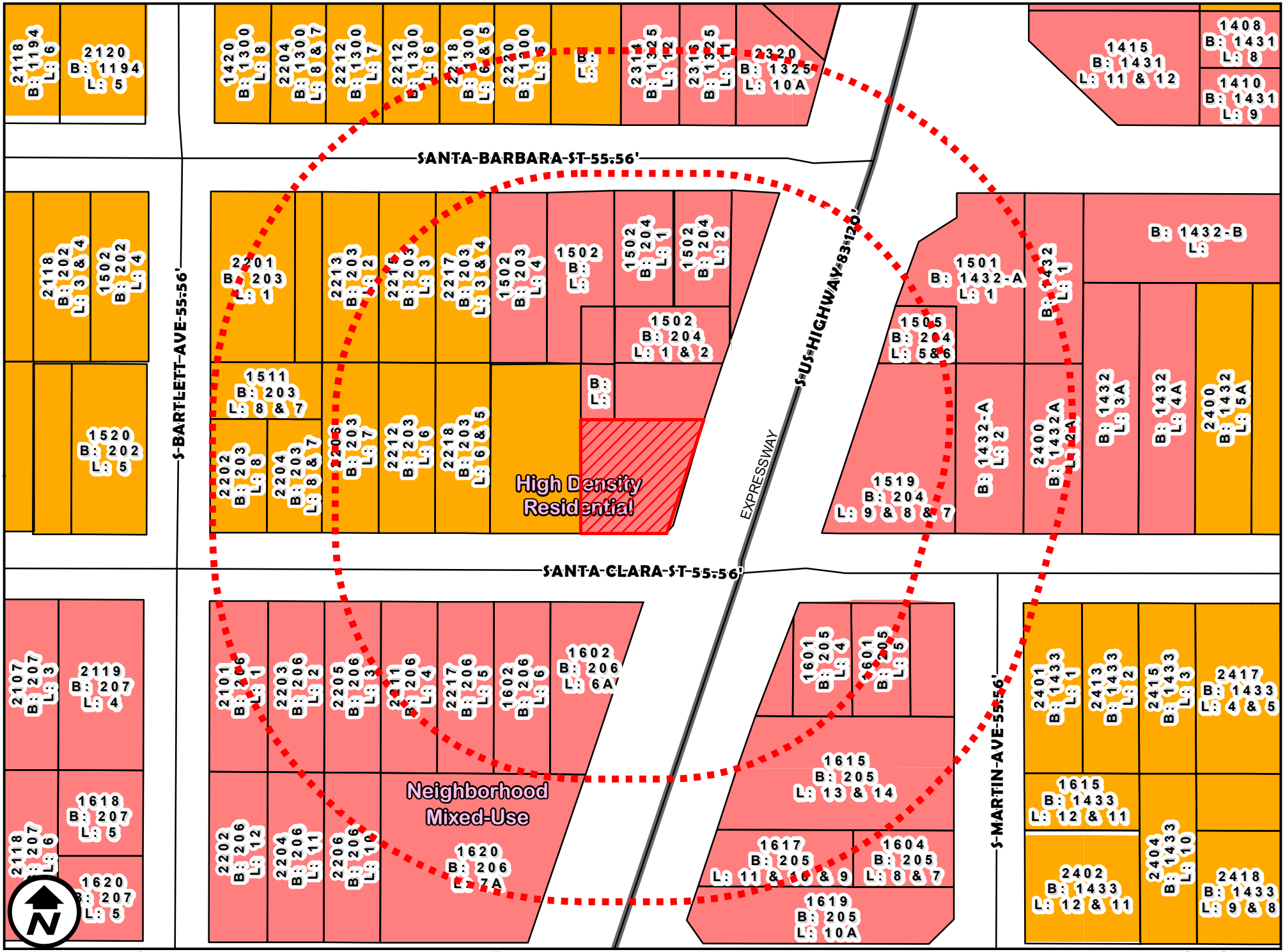


ZONING OVERVIEW

1 inch = 200 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT,
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

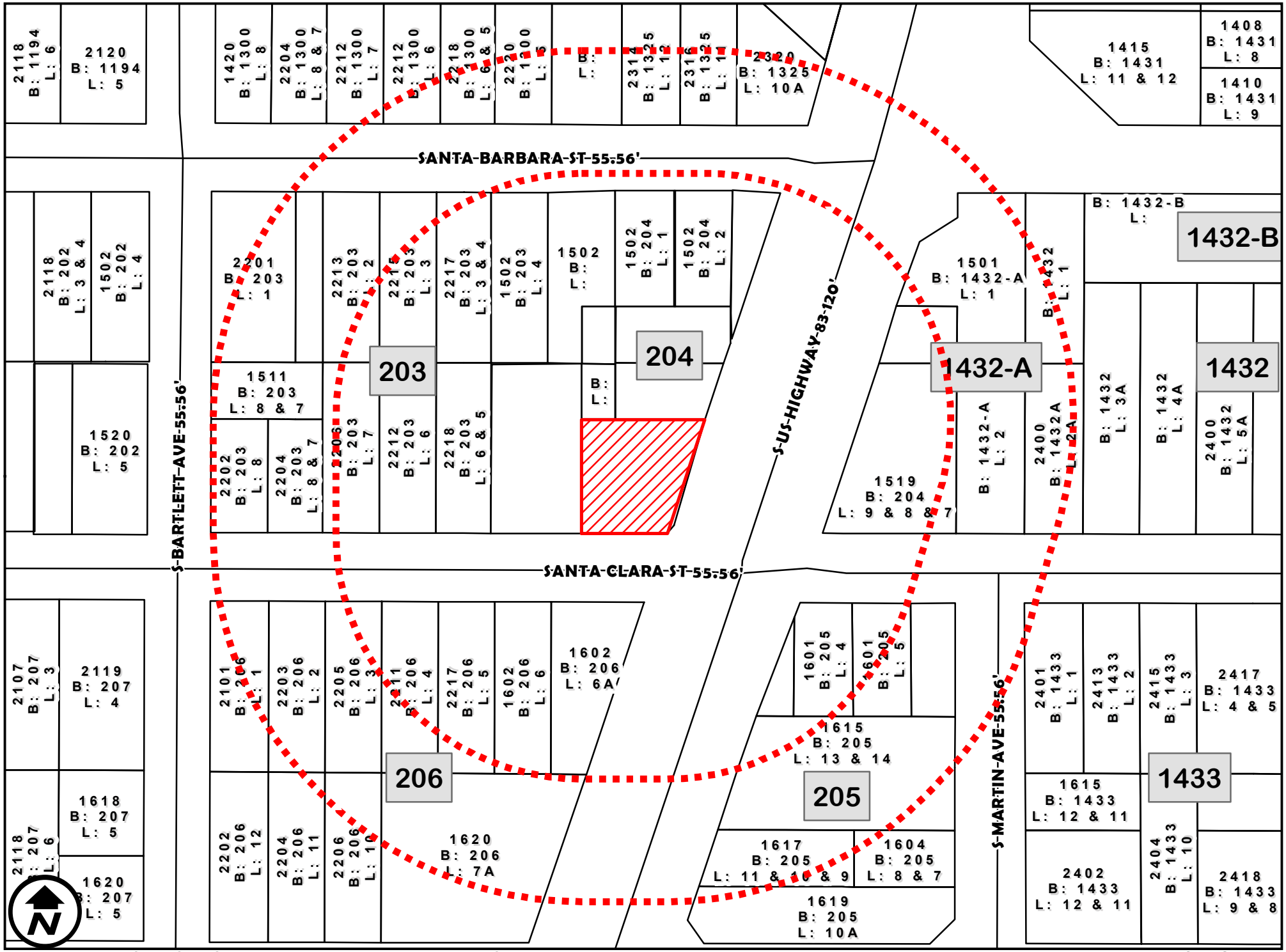


FUTURE LANDUSE

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

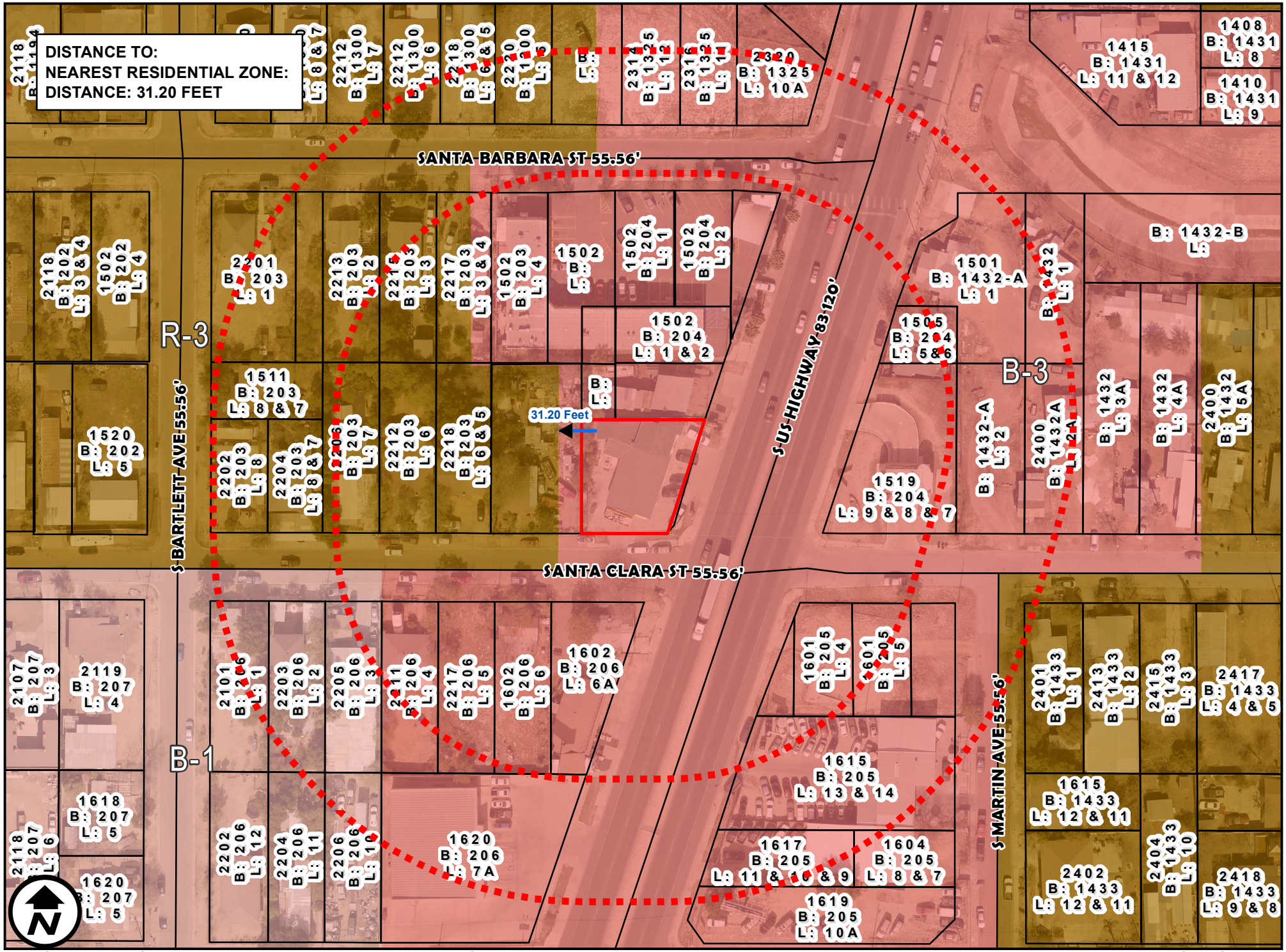


200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)



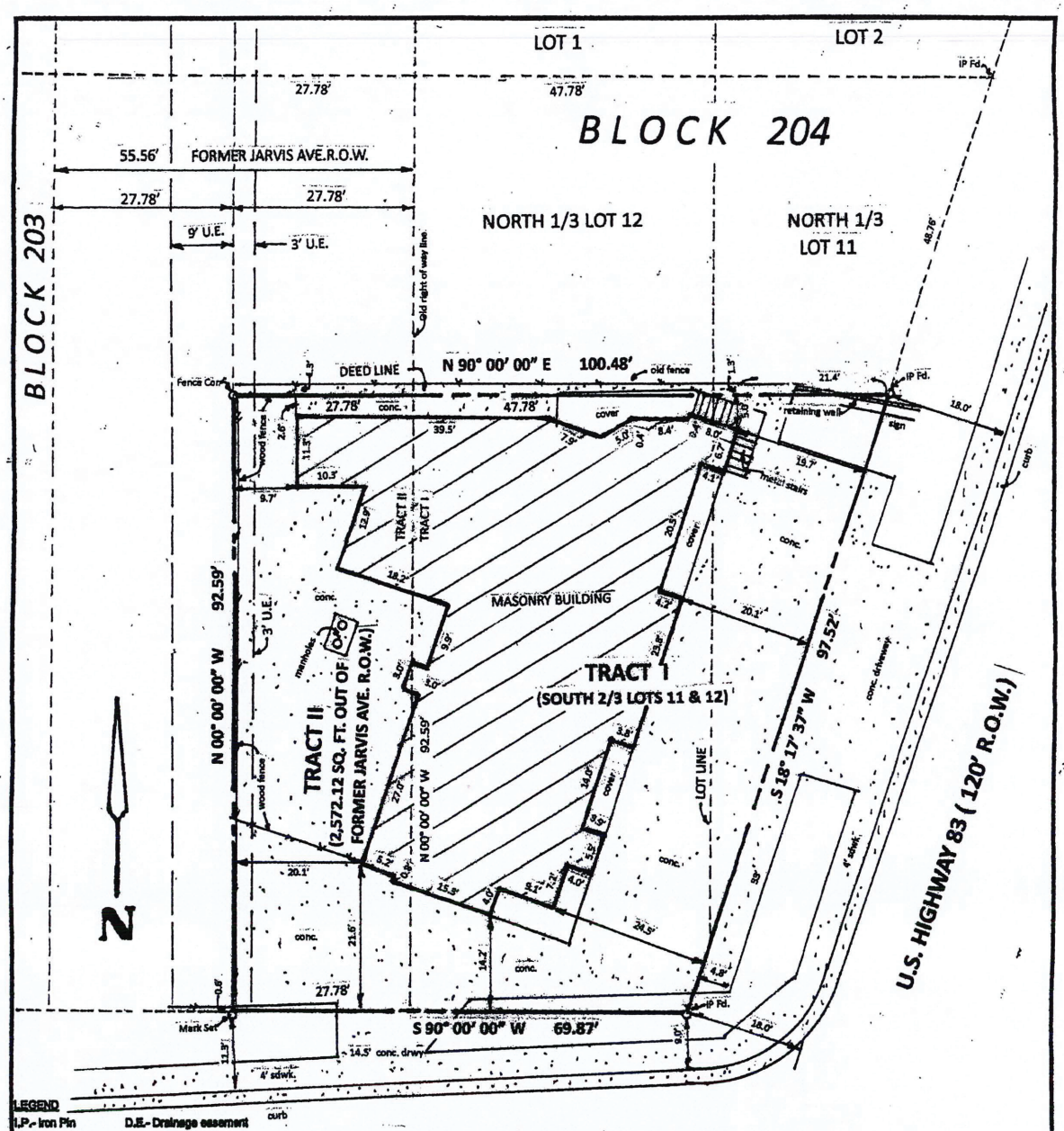
MEASUREMENTS

1 inch = 100 feet

ZC-034-2024
COUNCIL DISTRICT 2
1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET)

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR TOBACCO SHOP (E-CIGARETTE SALES)

EXHIBIT A



LEGEND
I.P.- Iron Pin D.E.- Drainage easement
P.L.- Property Line B.L.- Building Line
U.E. - Utility Easement

NOTES:
1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor, except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Metes & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements as follows: Per Title Commitment Dated : _____ GF# not provided

Vol. 7 Pg. 15 Webb County Plat Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records

Bearing basis: Santa Clara St. R.O.W. per subd. Plat N 90° 00' 00" E

CLIENT: SUSANA V. GARCIA

SURVEY OF

TRACT I: THE SOUTH 2/3 OF LOTS 11 AND 12, BLOCK 204, EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, AS PER THE RIVERSIDE RE-PLAT OF SAID BLOCK, *LESS AND EXCEPT* THAT PART CONVEYED TO THE CITY OF LAREDO FOR HIGHWAY PURPOSES IN DEED RECORDED IN VOLUME 152, PAGES 27-30, WEBB COUNTY, TEXAS, DEED RECORDS.

TRACT II: A TRACT OF LAND CONTAINING 2,572.12 SQ. FT. SITUATED IN THE CITY OF LAREDO, BEING PART OF FORMER JARVIS AVE. RIGHT OF WAY AND DESCRIBED BY METES AND BOUNDS IN DEED.

TRACTS I AND II ARE DESCRIBED IN WARRANTY DEED DATED APRIL 21, 2011 AND RECORDED IN VOLUME 3097, PAGE 15, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

ADDRESS: 1516 SOUTH U.S. HIGHWAY 83

SURVEY NO. 6323

Scale: 1" = 20'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1380C, F.I.R.M. Date: APRIL 2,2008

SURVEYOR'S CERTIFICATION

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 1ST day of APRIL, 2024.

Signed: _____
J. Ricardo Sanchez
R.P.L.S. # 4232

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

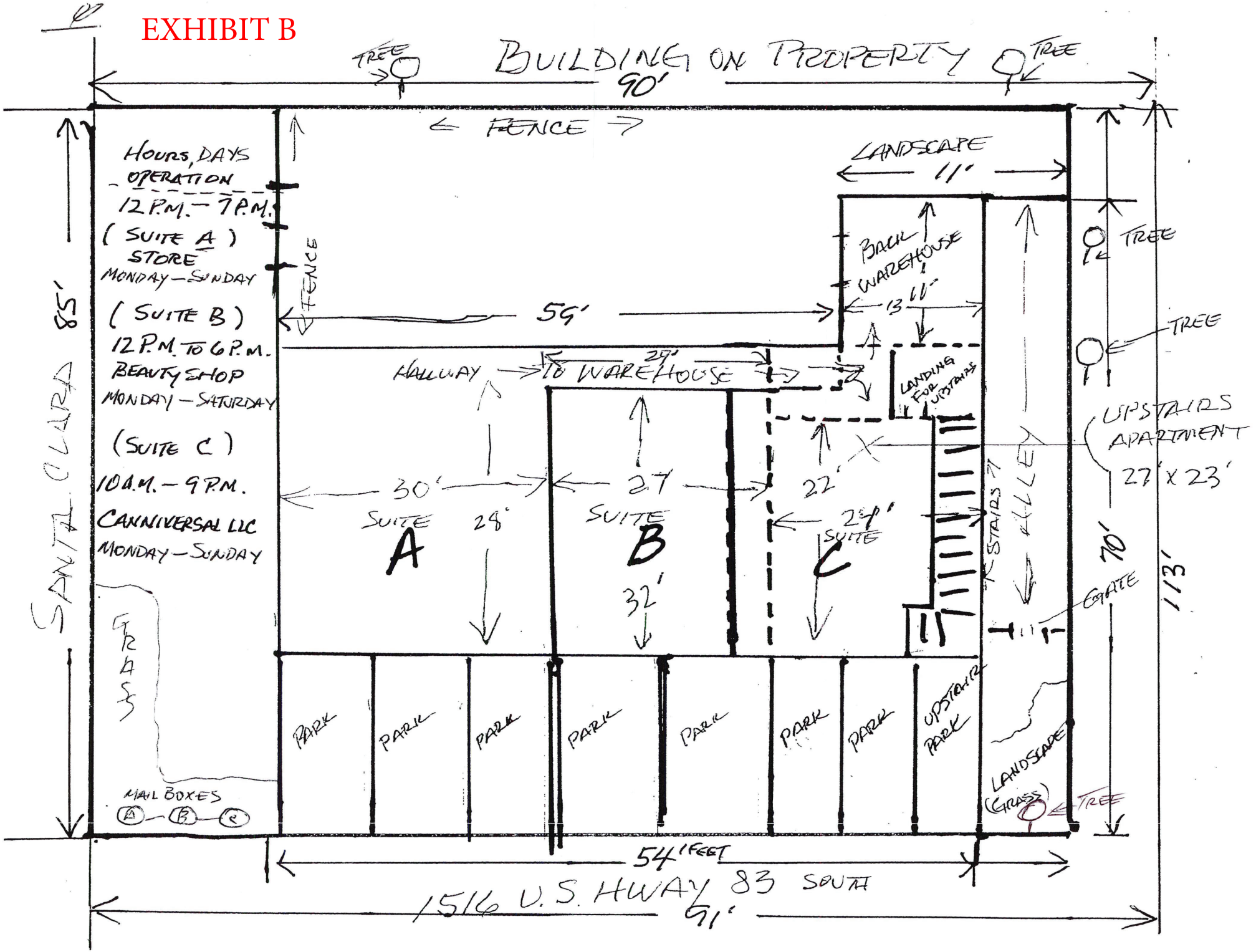
SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956) 723-5578
Texas Land Surveying Firm No. 10111000

Narrative

Canniversal is an established family owned company that started in 2018 and has been contributing to the greater good of communities with our products and services. We provide strict and compliant measures with all products issued reassuring customer satisfaction and safety. Our hours of operation will be Monday thru Sunday from 10:00am to 9:00pm. We will have 2 employees alternating shifts. Canniversal thanks you for taking the time to consider our request to sell e-cigarettes. We understand that there are many concerns surrounding the se of eye-cigarettes, but we believe that our products can be a valuable tool for smokers who are trying to quit. E—cigarettes offer a number of benefits over traditional cigarettes. They do not produce harmful tar or smoke, and they contain far less nicotine than regular cigarettes. This makes them a safer and healthier alternative to smoking, and they can help smokers reduce their nicotine intake over time. We are committed to providing our customers with high-quality products and excellent customer service.

For por CBD users they will have access to our very beneficial and fast acting CBD oil extract E-cigarette that has numerous benefits for consumption most importantly noting pain, anxiety and sleep.

EXHIBIT B


BUILDING ON PROPERTY
TREE
90'
FENCE
HOURS, DAYS OPERATION
12 P.M. – 7 P.M.
(SUITE A)
STORE
MONDAY – SUNDAY
(SUITE B)
12 P.M. TO 6 P.M.
BEAUTY SHOP
MONDAY – SATURDAY
(SUITE C)
10 A.M. – 9 P.M.
CANNIVERSAL LLC
MONDAY – SUNDAY
SANTA CLARA
85'
FENCE
59'
LANDSCAPE
11'
BACK WAREHOUSE
13' 11"
TREE
TREE
HALLWAY
29'
TO WAREHOUSE
LANDING FOR UPSTAIRS
UPSTAIRS APARTMENT
27' X 23'
30'
27'
22'
SUITE A
28'
SUITE B
SUITE C
23'
32'
STAIRS
ALLEY
70'
113'
ESTATE
GRASS
PARK
PARK
PARK
PARK
PARK
PARK
PARK
UPSTAIRS PARK
LANDSCAPE (GRASS)
TREE
MAIL BOXES
A
B
C
54' FEET
1516 U.S. HWY 83 SOUTH
91'


ZC-034-2024
ATTENTION
PROPOSED Tabacco Shop
E-cigarettes Sales
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
UNDER
21
NO SALES OF CIGARETTES, E-CIGARETTES,
OR TOBACCO PRODUCTS IN TEXAS

ORDINANCE NO. 2024-O-113

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A TOBACCO SHOP (E-CIGARETTE SALES) ON THE SOUTH 2/3 OF LOTS 11 AND 12, BLOCK 204, EASTERN DIVISION AND APPROXIMATELY 2,572.12 SQUARE FEET TRACT OF LAND, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT 1516 SOUTH US HIGHWAY 83, SUITE C (528 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Tobacco Shop (E-Cigarette Sales) on the south 2/3 of Lots 11 and 12, Block 204, Eastern Division and approximately 2,572.12 square feet tract of land, as further described by metes and bounds in attached Exhibit A, located at 1516 South US Highway 83, Suite C (528 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on June 10, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a Tobacco Shop (E-Cigarette Sales) on

the south 2/3 of Lots 11 and 12, Block 204, Eastern Division and approximately 2,572.12 square feet tract of land, as further described by metes and bounds in attached Exhibit A, located at 1516 South US Highway 83, Suite C (528 square feet).

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

1. The Special Use Permit is issued to Christian Contreras, and shall be non-transferal.
2. The Special Use Permit is restricted to 528 square feet located within Suite C as per the site plan, Exhibit B, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Sunday, 10:00 a.m. to 9:00 p.m.
4. No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from

obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

16. 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.
18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Tex. Health & Safety Code §481.125.
19. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to ensure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia.
20. A business entity, which has been granted a SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing SUP shall be null, void and of no force or effect. In every instance of transfer of ownership, a new SUP application is required to be submitted and shall be processed as a new SUP request.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a

Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 19.**

SUBJECT
Amending the Zoning Ordinance of the City of Laredo by rezoning Lots 1 and 2, Block 201, Eastern Division, located at 1520 South Malinche Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-043-2024
District II

Council District: District 2 **Zone Case:** ZC-043-2024

Letters sent to property owners: 22

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular
Meeting Date: 06/24/2024
Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: Jose San Miguel, Owner

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-114 Amending the Zoning Ordinance of the City of Laredo by rezoning Lots 1 and 2, Block 201, Eastern Division, located at 1520 South Malinche Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-043-2024
District II

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced at City Council.

On June 3, 1996, City Council approved a Conditional Use Permit for Auto Sales and Auto Frame Repair.

BACKGROUND

Council District: II - Cm. Ricardo Rangel Jr.

Proposed use: Auto Dealer

Site: The site is currently occupied by a commercial structure and a carport.

Surrounding land uses: To the north of the site is residential uses, Sanchez Bro's, and Santa Barbara Street. To the east of the site is South Malinche Avenue and mixed residential uses. To the south of the site is Santa Clara Street and Comcar Auto Sales. To the west of the site is South Meadow Street and vacant land.

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

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies South Meadow Avenue as a Collector and does not identify Santa Clara Street nor Malinche Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 22 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, AN, FH, OG, FiH), which includes B-3 zoning districts.
2. The proposed site meets the minimum lot width requirement of 46 feet for B-3 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot width is approximately 75 feet.
3. There is a B-3 zoning district south of the site, across Santa Clara Street.
4. There are similar uses within the vicinity.

Staff **supports** the application.

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
There are similar uses within the vicinity.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is B-3 zoning south of the site.

Will change adversely influence living conditions in the neighborhood?

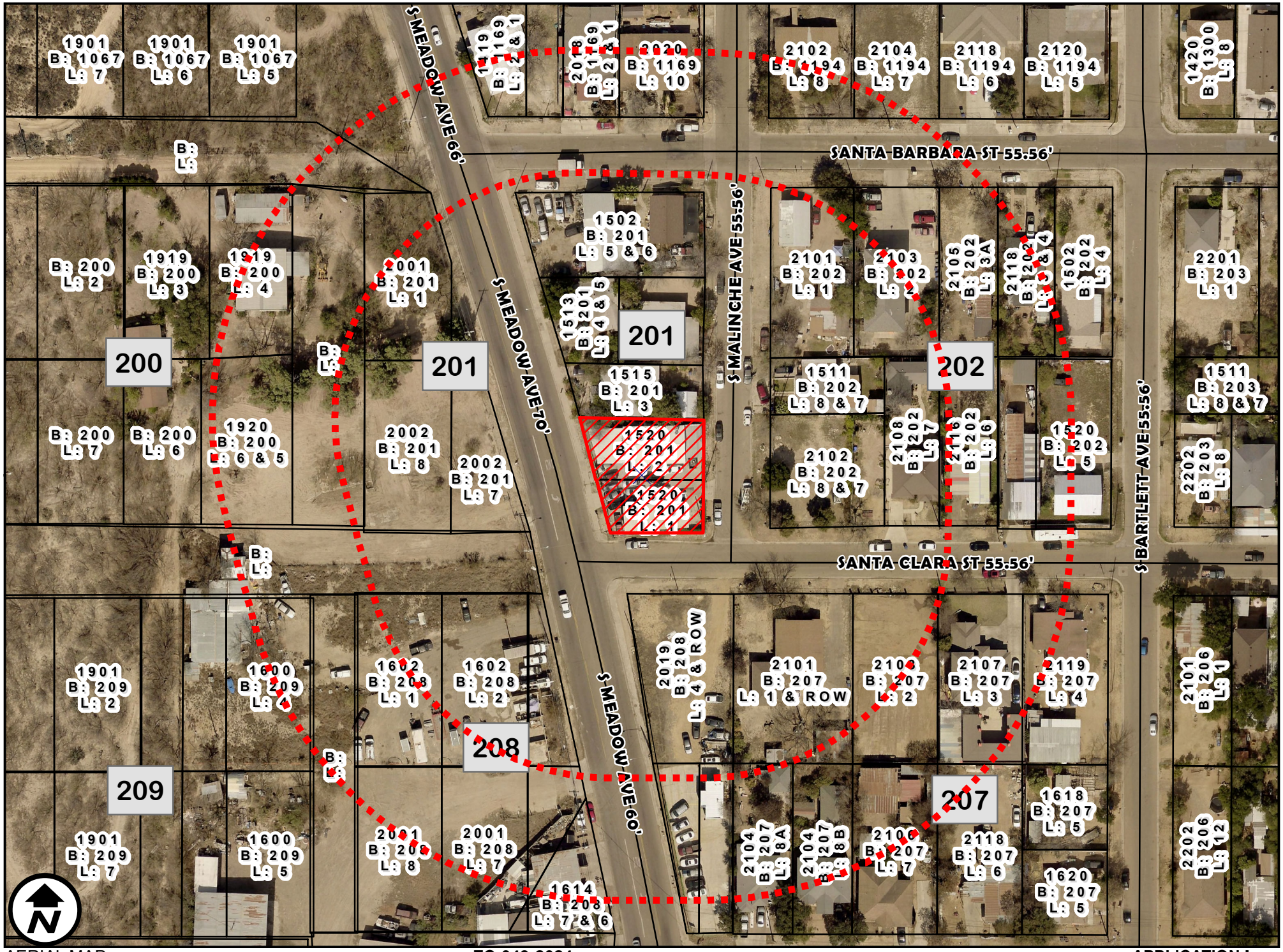
No. The proposed zone is not anticipated to negatively impact the surrounding area or neighborhood.

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

Yes, the existing zone does not allow for an Auto Dealer intended by the applicant.

Attachments

Maps
Zone Change Signage
Ordinance 96-O-079
Final Ordinance

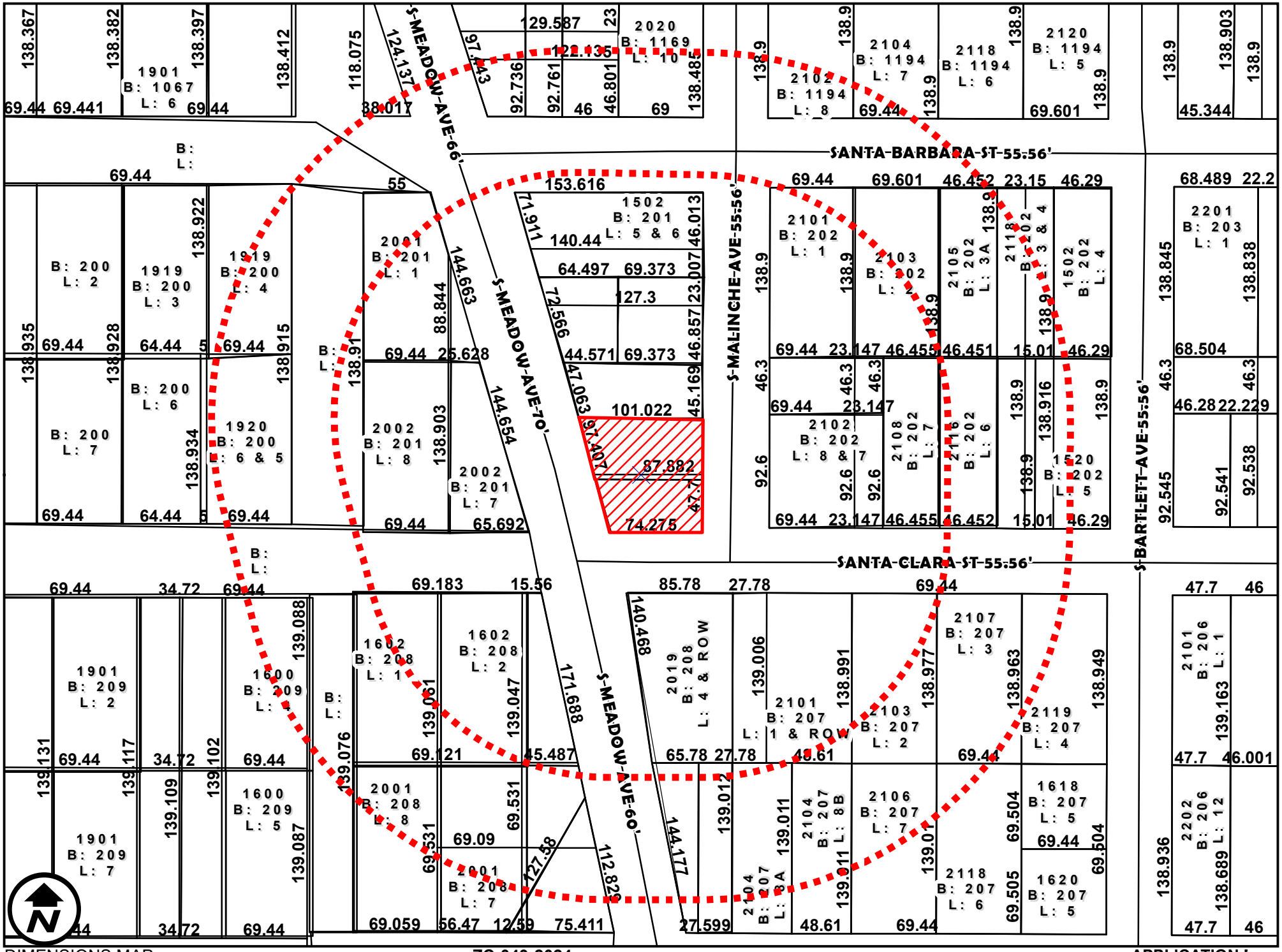


AERIAL MAP

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, ;
B-3 (COMMUNITY BUSINESS DISTRICT)

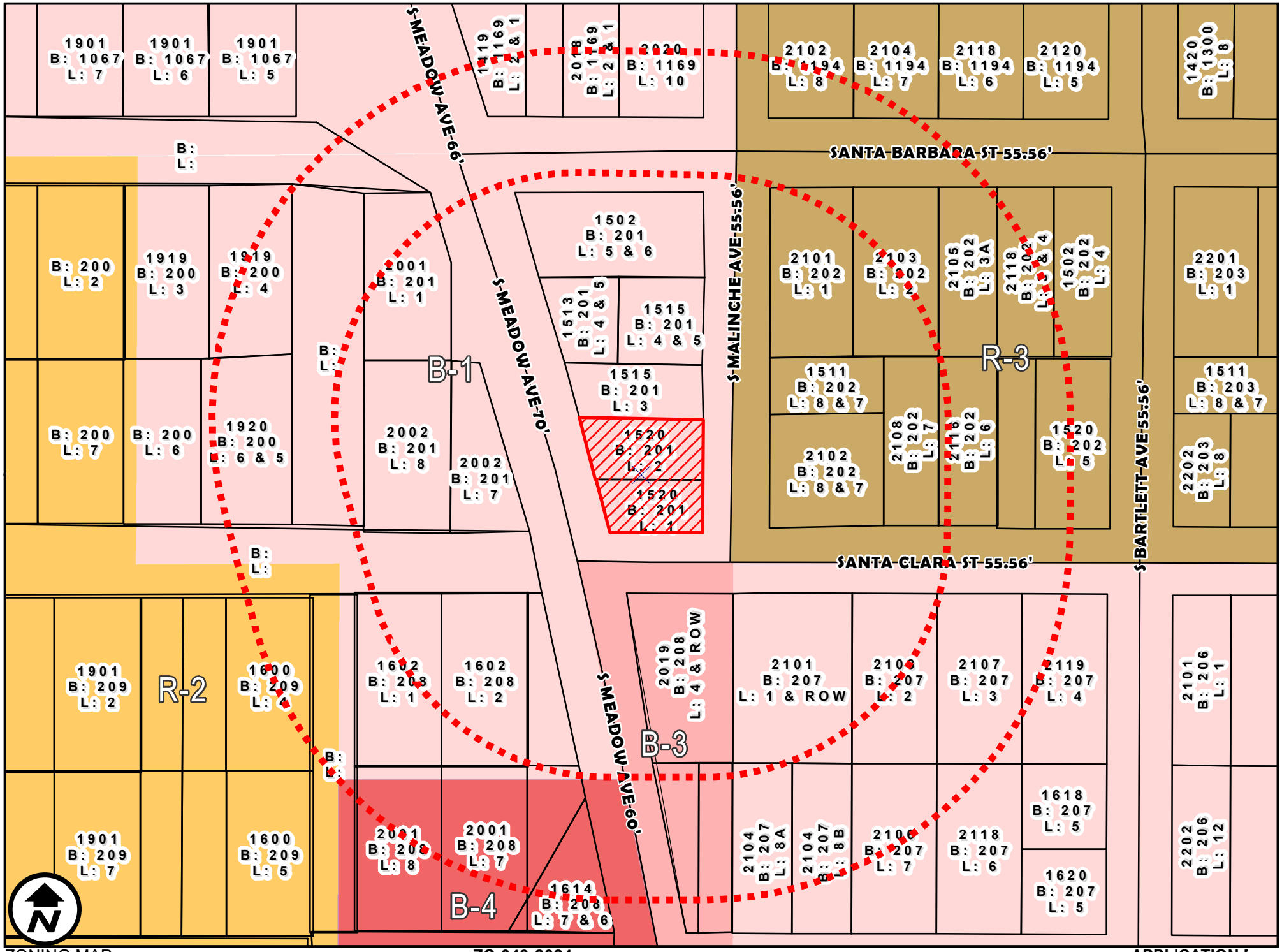


DIMENSIONS MAP

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

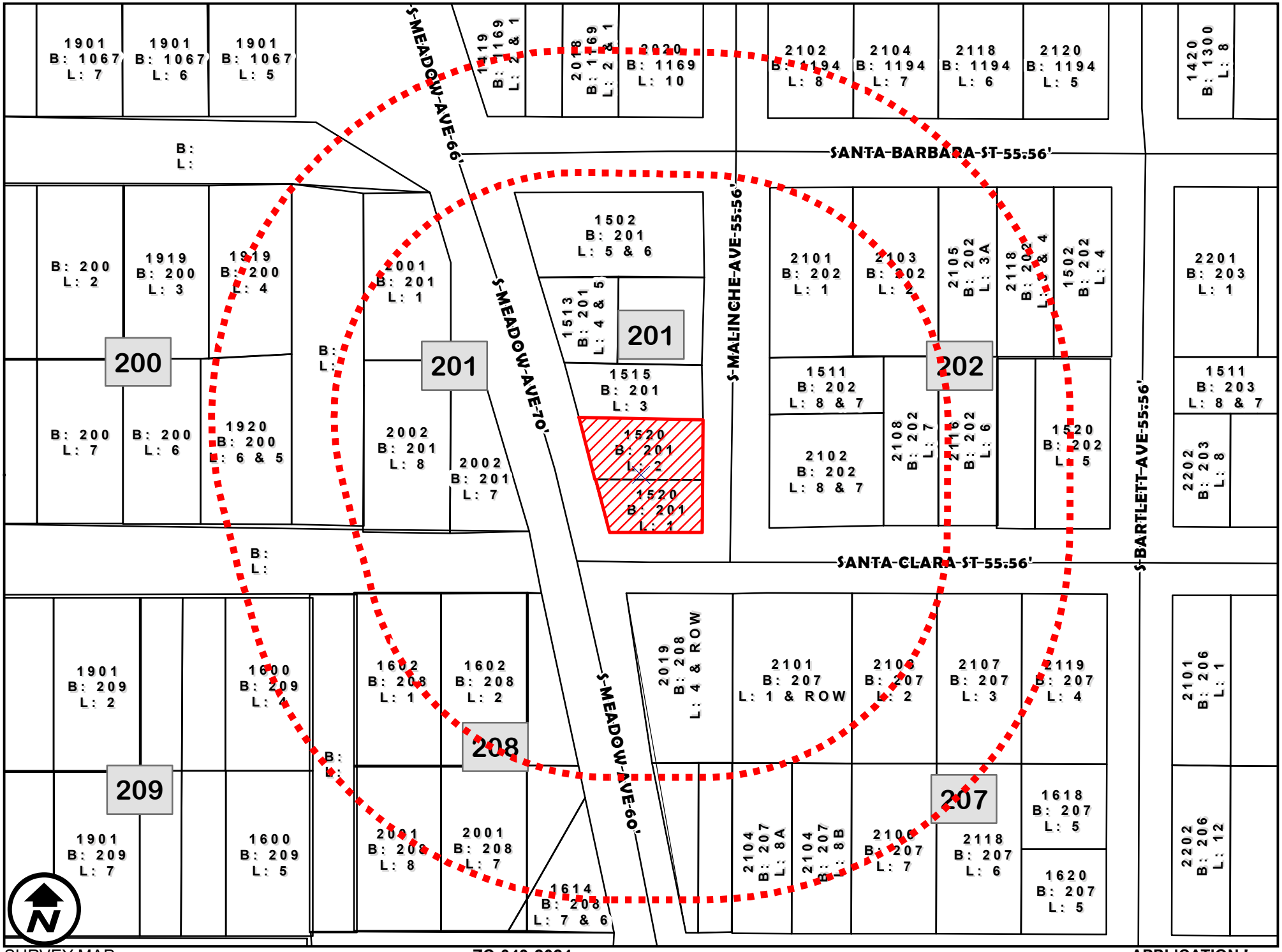


ZONING MAP

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

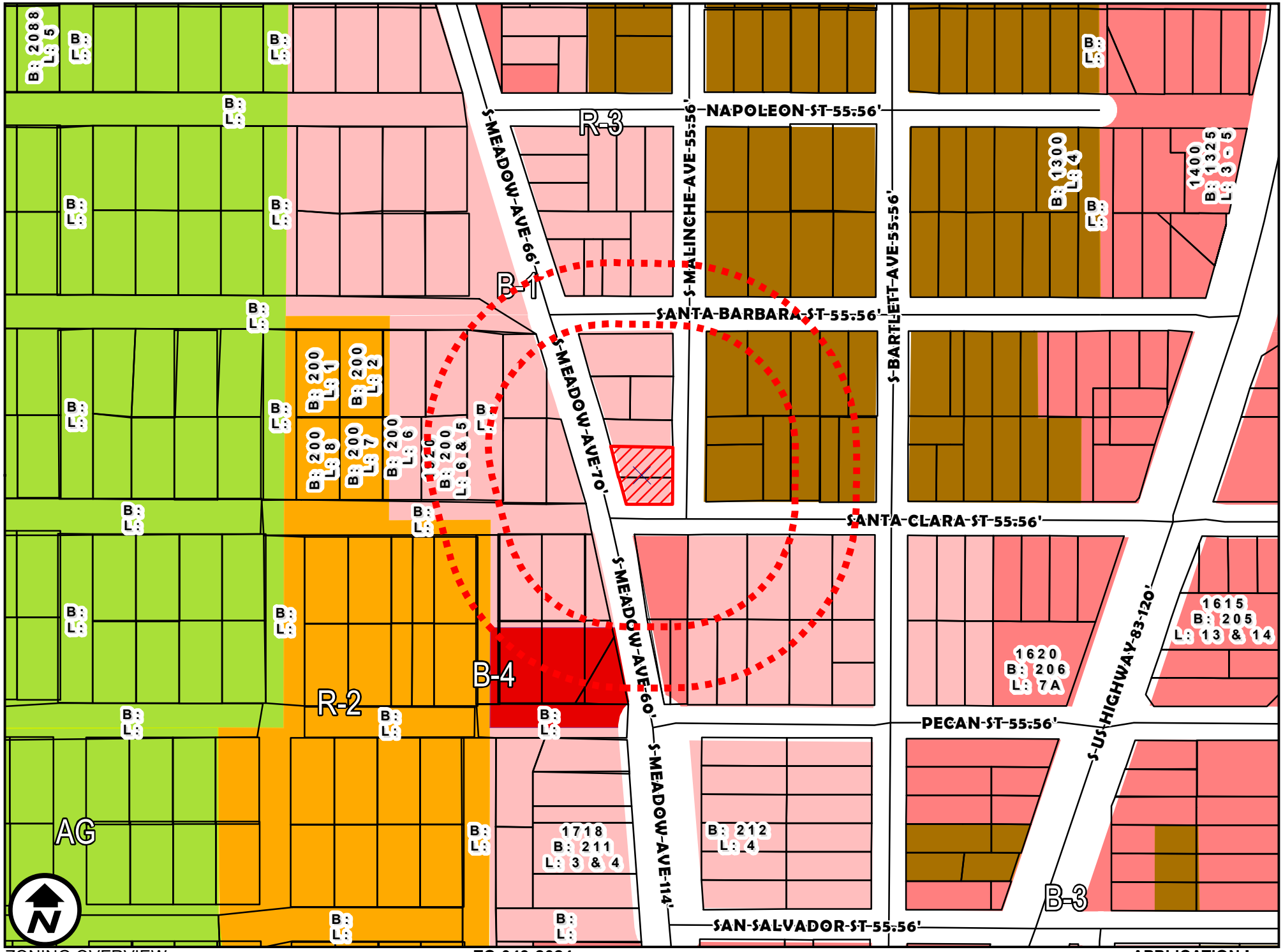


SURVEY MAP

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

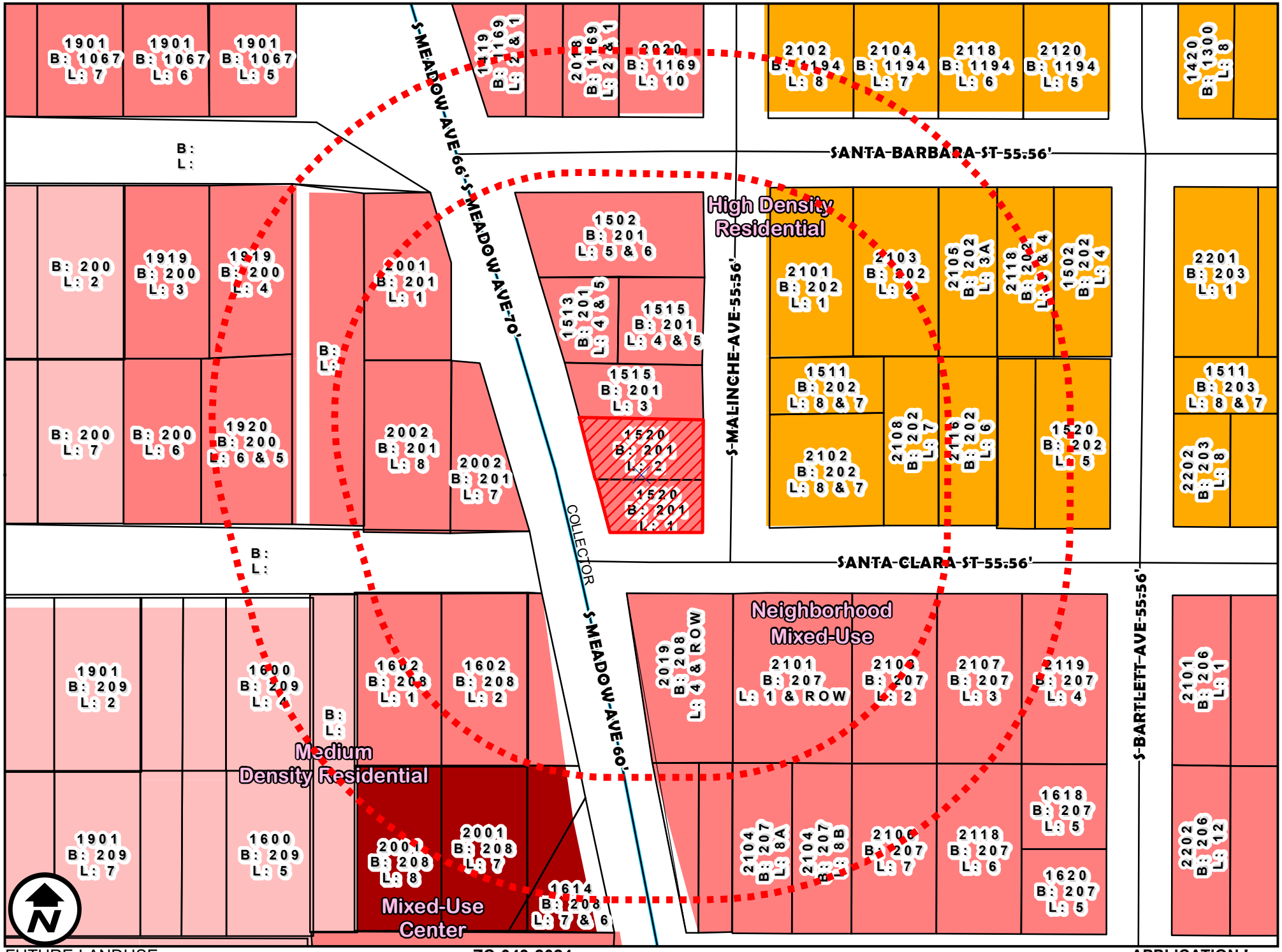


ZONING OVERVIEW

1 inch = 200 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT), [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

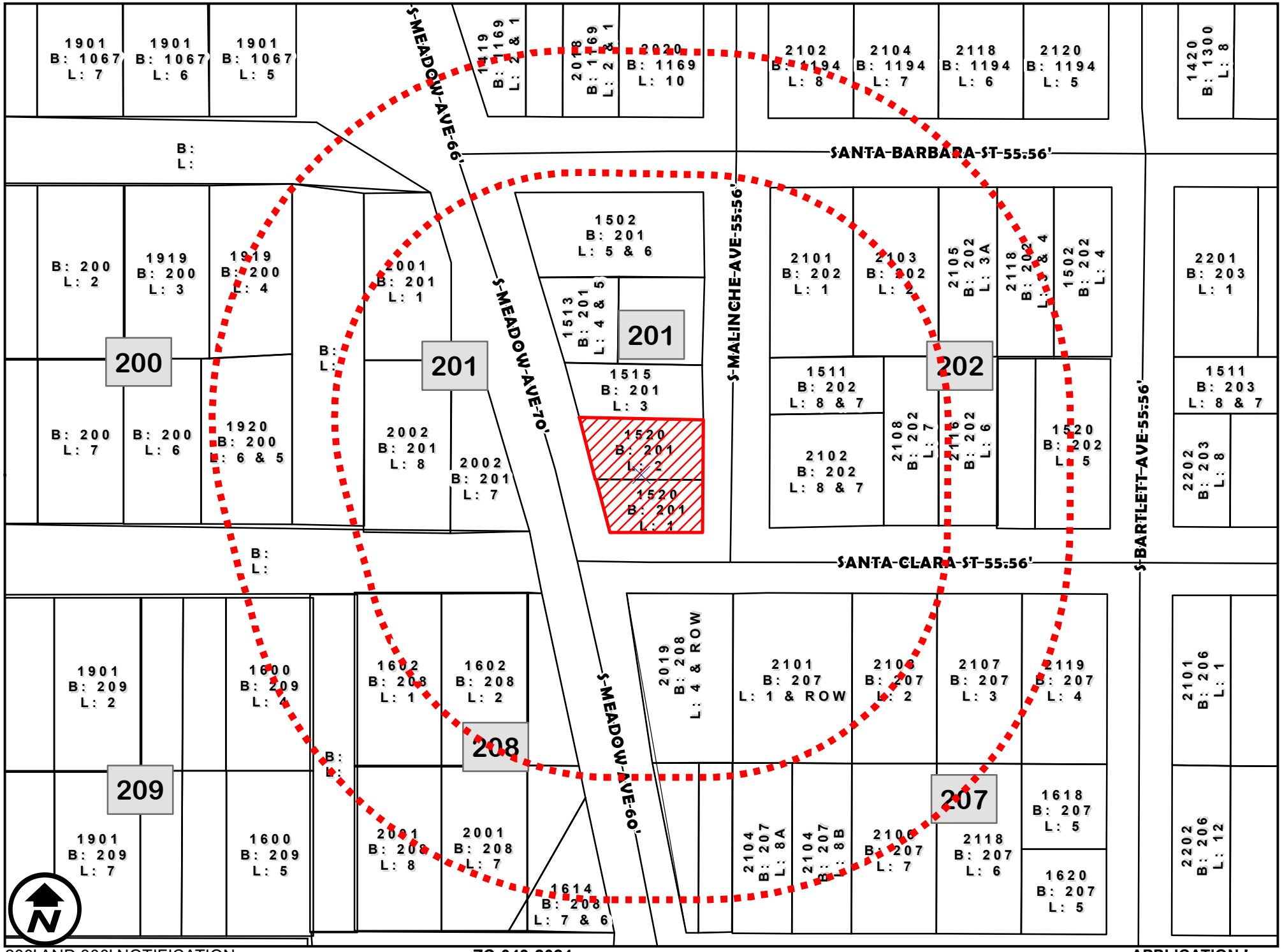


FUTURE LANDUSE

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT),
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-043-2024
COUNCIL DISTRICT 2
1520 SOUTH MALINCHE AVENUE

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)


COMCAR
AUTO SALES
ATTENTION
ZONE CHANGE
RESERVED PARKING
2022
DOWN
4,500

ORDINANCE NO. 96-0-079

AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AUTO SALES AND AUTO FRAME REPAIR ON LOT 1 AND THE SOUTH 39.6 FEET OF LOT 2, BLOCK 201, EASTERN DIVISION, LOCATED ON SOUTH MEADOW AVE. AND SANTA CLARA ST.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1 and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on South Meadow Ave at Santa Clara St. has requested a Conditional Use Permit for jewelry sales and repair; and,

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

WHEREAS, the required written notices were sent to surrounding property owners at least fifteen (15) days before the public hearing held before the Planning and Zoning Commission on May 16, 1996; and,

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

WHEREAS, the City Council has held a public hearing on May 28, 1996 on the request and finds the proposed Special Use Permit is appropriate and consistent with the General Plan of the City of Laredo.

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

Section 1: A Conditional Use Permit is granted for auto sales and auto frame repair on lot 1, and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on South Meadow Ave. and Santa Clara St.

Section 2: The Conditional Use Permit is restricted to the site plan, Exhibit "A", which is made a part hereof for all purposes.

Section 3: The Conditinal Use Permit is further restricted to the following provisions recommended by the Planning and Zoning Commission and herewith adopted by the City Council:

1) The Conditional Use Permit is restricted to this site and auto sales and auto frame repair.

2) The Conditional Use Permit is non-transferable.

3) An opaque fence of not less than seven (7) feet in height shall be required as shown on the site plan.

Section 4: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 5: This ordinance shall become effective as and from the date of publication specified in Section 4.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 3RD DAY OF JUNE, 1998.

SAUL N. RAMIREZ, JR.
MAYOR

ATTEST:

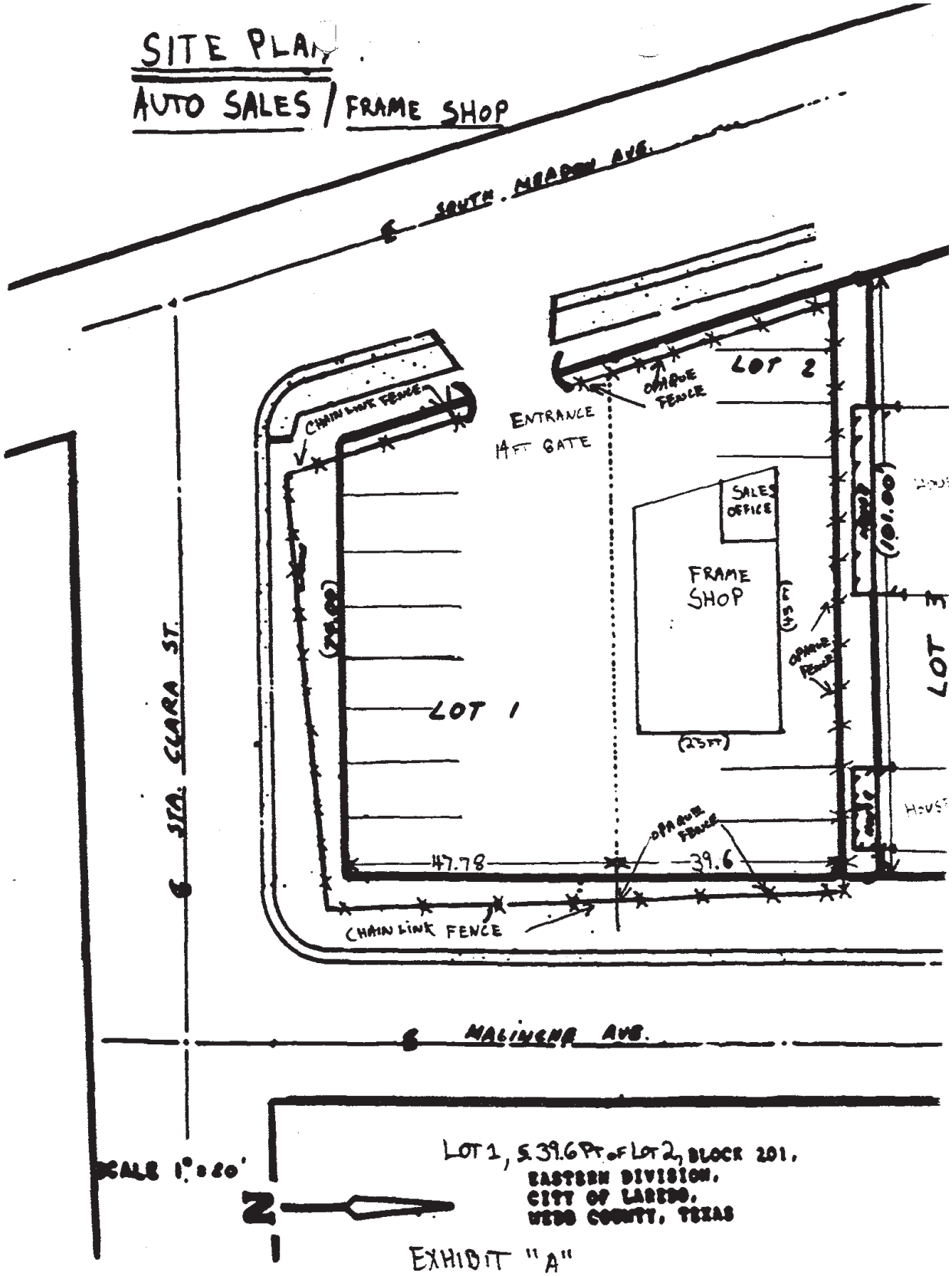
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

~~FAUSTO SOSA~~
CITY ATTORNEY

SITE PLAN

AUTO SALES / FRAME SHOP



SCALE 1" = 20'

LOT 1, S. 39.6 Ft. OF LOT 2, BLOCK 201,
EASTERN DIVISION,
CITY OF LAREDO,
WEBB COUNTY, TEXAS

EXHIBIT "A"

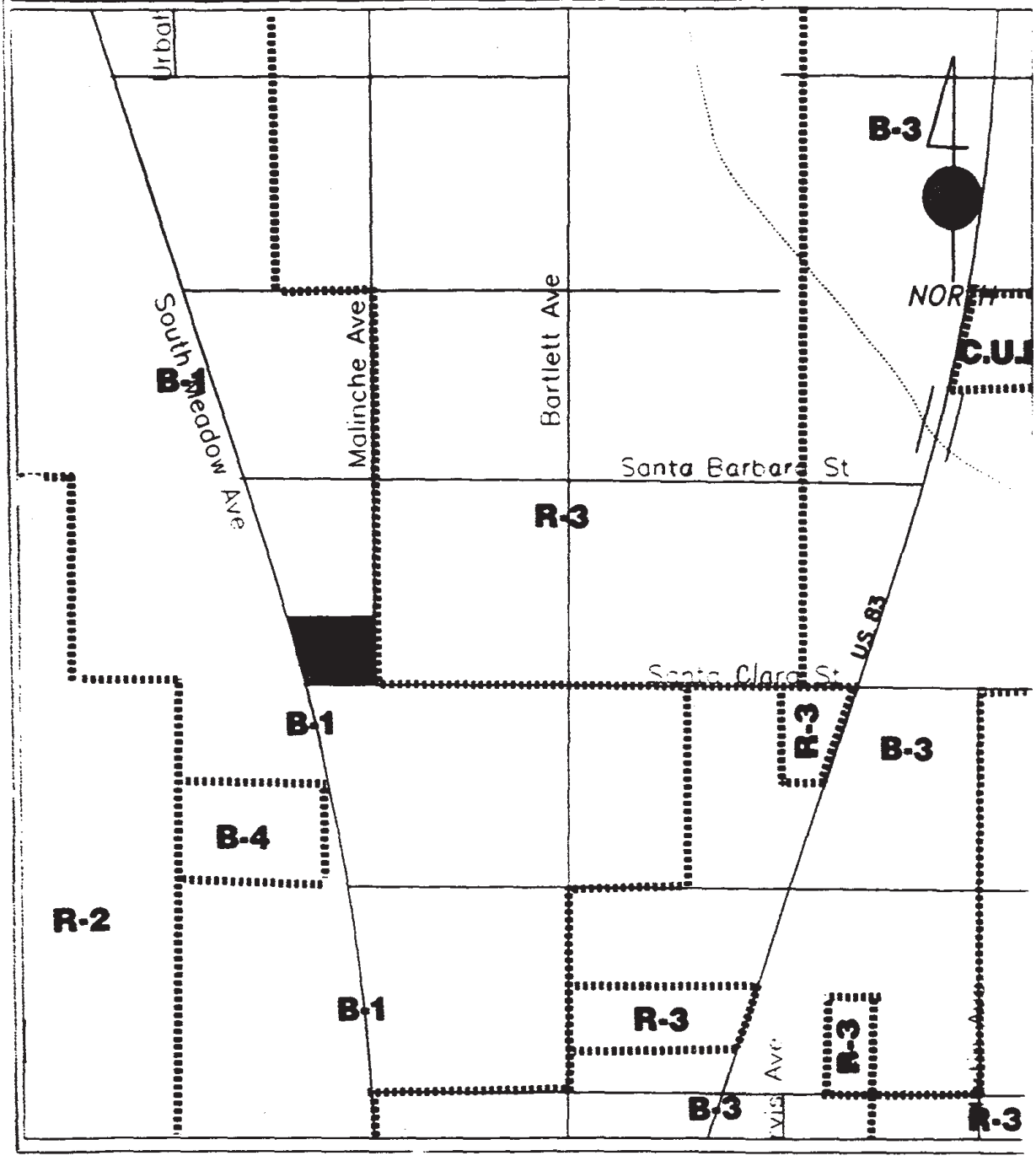
REZONE LOCATION
MEXICO
Rio Grande
Martin Ave
Jarvis Ave
Bartlett Ave
Malinche Ave
Urbahn Ave
Santa Clara St
Pecan St
San Salvador St
Santa Barbara St
Napoleon St
Bismark St
Cleveland St
Arkansas Ave
Louisiana Ave
Texas Ave
Milton Ave
U.S. 83
NORTH
REQUEST FOR A C.U.P.
(CONDITIONAL USE PERMIT)
LOCATION: Meadow Ave. South at Santa Clara St.
ZONE CASE: ZC-24-96

REQUEST FOR A C.U.P.
(CONDITIONAL USE PERMIT)

LOCATION: Meadow Ave, South at Santa Clara St.

ZONE CASE: ZC-24-96

Prepared By F M
City of Laredo
Planning Department



COUNCIL COMMUNICATION

DATE:	**SUBJECT:** FINAL READING OF ORDINANCE NO. 96-0-079 Authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair on Lot 1 and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on S. Meadow Ave. and Santa Clara St. ZC-24-96
6/3/96	

INITIATED BY:	**STAFF SOURCE:**
Samuel Cantu 3504 S. Louisiana Laredo, Texas	Marina Sukup, AICP, Director Planning & Building Services

PRIOR ACTION: This item was introduced by Councilman Jose R. Perez, Jr. at the City Council meeting of May 28, 1996.

ACTION PROPOSED: Final reading of ordinance no. 96-0-079 authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair.

COUNCIL DISTRICT: I

BACKGROUND

PROPOSED USE: Auto sales and auto frame shop.

SITE: This site is currently vacant.

SURROUNDING LAND USE: North of the site are three single family residences and a auto repair shop. North of Sta. Clara St. are more single family homes and another auto repair shop which is used mainly at night and on weekends. East of site is a auto repair and muffler repair shop. The remainder of the area east and southeast of the site is a mix of single family residences, multi-family units, mobile homes and vacant lots. South of the site, on the east side of the intersection of S. Meadow Ave. and Sta. Clara St. and the dead end of Malinche Ave. is a single family residence. Southwest, across S. Meadow Ave. is R & R Materials Co. West of the site is a mix of single family residences on large lots and vacant tracts.

LETTERS: 24 (For zone change) In Favor: 2 Opposed: 0

RECOMMENDATION: P & Z COMMISSION	**RECOMMENDATION: STAFF**
The P & Z Commission, in a 6 to 0 vote, recommended **approval** of the Conditional Use Permit.	Staff **supports** the proposed Conditional Use Permit.

BACKGROUND

COMPREHENSIVE PLAN: The Future Land Use Map recognizes this area as Low Density Residential.

TRANSPORTATION PLAN: The Long Range Thoroughfare Plan recognizes Meadow Ave. as a Major Collector.

IMPACT ANALYSIS

A Conditional Use Permit is used for those type uses which warrant individual attention on a case by case basis and should not be categorized into a specific zoning district. A Conditional 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.

While there was no public opposition to the zone change, concern was expressed by the Commission about the number of businesses of this type which open and close leaving a vacant tract with a zoning designation which may allow uses which may be detrimental to the surrounding uses. A Conditional Use Permit at this location will address this concern while allowing the applicant to open his business.

The Conditional Use Permit will be none transferable and restricted to the auto sales and auto frame repair. No other commercial uses will be allowed. Adequate off-street parking is provided. A site plan is attached and will be made a part of the C.U.P.

Public Notice 250

COUNCIL COMMUNICATION

DATE:	**SUBJECT:** PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair on Lot 1 and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on S. Meadow Ave. and Santa Clara St. ZC-24-96
5/28/96	

INITIATED BY:	**STAFF SOURCE:**
Samuel Cantu 3504 S. Louisiana Laredo, Texas	Marina Sukup, AICP, Director Planning & Building Services

PRIOR ACTION: None

ACTION PROPOSED: Public hearing and introduction of an ordinance authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair.

COUNCIL DISTRICT: I

BACKGROUND

PROPOSED USE: Auto sales and auto frame shop.

SITE: This site is currently vacant.

SURROUNDING LAND USE: North of the site are three single family residences and a auto repair shop. North of Sta. Clara St. are more single family homes and another auto repair shop which is used mainly at night and on weekends. East of site is a auto repair and muffler repair shop. The remainder of the area east and southeast of the site is a mix of single family residences, multi-family units, mobile homes and vacant lots. South of the site, on the east side of the intersection of S. Meadow Ave. and Sta. Clara St. and the dead end of Malinche Ave. is a single family residence. Southwest, across S. Meadow Ave. is R & R Materials Co. West of the site is a mix of single family residences on large lots and vacant tracts.

LETTERS: 24 (For zone change) In Favor: 2 Opposed: 0

RECOMMENDATION: P & Z COMMISSION	**RECOMMENDATION: STAFF**
The P & Z Commission, in a 6 to 0 vote, recommended **approval** of the Conditional Use Permit.'	Staff **supports** the proposed Conditional Use Permit.

BACKGROUND

COMPREHENSIVE PLAN: The Future Land Use Map recognizes this area as Low Density Residential.

TRANSPORTATION PLAN: The Long Range Thoroughfare Plan recognizes Meadow Ave. as a Major Collector.

IMPACT ANALYSIS

A Conditional Use Permit is used for those type uses which warrant individual attention on a case by case basis and should not be categorized into a specific zoning district. A Conditional 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.

While there was no public opposition to the zone change, concern was expressed by the Commission about the number of businesses of this type which open and close leaving a vacant tract with a zoning designation which may allow uses which may be detrimental to the surrounding uses. A Conditional Use Permit at this location will address this concern while allowing the applicant to open his business.

The Conditional Use Permit will be none transferable and restricted to the auto sales and auto frame repair. No other commercial uses will be allowed. Adequate off-street parking is provided. A site plan is attached and will be made a part of the C.U.P.

ORDINANCE NO. 96-0-

AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AUTO SALES AND AUTO FRAME REPAIR ON LOT 1 AND THE SOUTH 39.6 FEET OF LOT 2, BLOCK 201, EASTERN DIVISION, LOCATED ON SOUTH MEADOW AVE. AND SANTA CLARA ST.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1 and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on South Meadow Ave at Santa Clara St. has requested a Conditional Use Permit for jewelry sales and repair; and,

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

WHEREAS, the required written notices were sent to surrounding property owners at least fifteen (15) days before the public hearing held before the Planning and Zoning Commission on May 16, 1996; and,

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

WHEREAS, the City Council has held a public hearing on May 28, 1996 on the request and finds the proposed Special Use Permit is appropriate and consistent with the General Plan of the City of Laredo.

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

Section 1: A Conditional Use Permit is granted for auto sales and auto frame repair on lot 1, and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on South Meadow Ave. and Santa Clara St.

Section 2: The Conditional Use Permit is restricted to the site plan, Exhibit "A", which is made a part hereof for all purposes.

Section 3: The Conditinal Use Permit is further restricted to the following provisions recommended by the Planning and Zoning Commission and herewith adopted by the City Council:

1) The Conditional Use Permit is restricted to this site and auto sales and auto frame repair.

2) The Conditional Use Permit is non-transferable.

3) An opaque fence of not less than seven (7) feet in height shall be required to enclose the north 39.6 feet of Lot 2 as shown on the site plan.

Section 4: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 5: This ordinance shall become effective as and from the date of publication specified in Section 4.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 1996.

_____
SAUL N. RAMIREZ, JR.
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

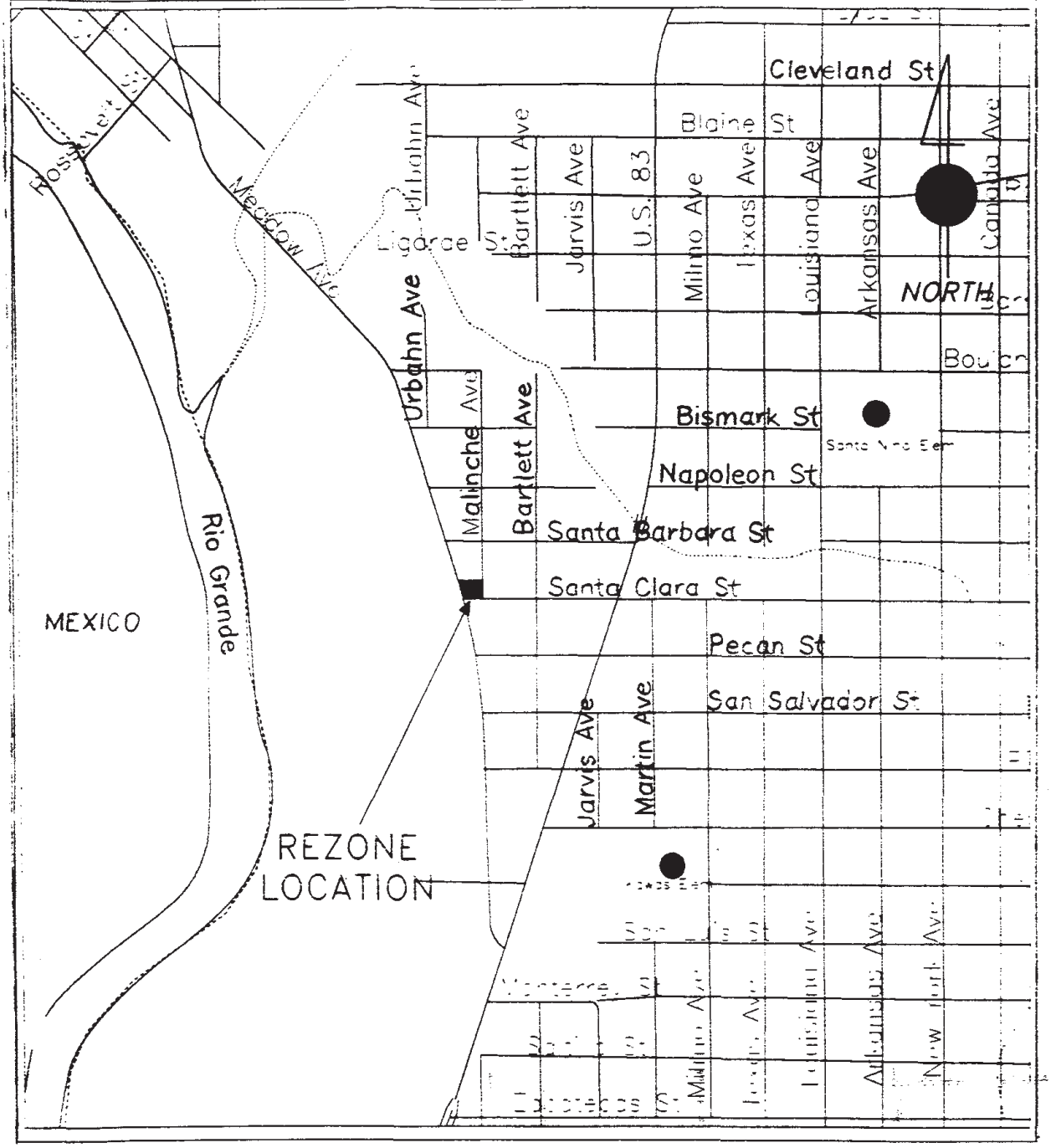
_____
FAUSTO SOSA
CITY ATTORNEY

REQUEST FOR A C.U.P.
(CONDITIONAL USE PERMIT)

LOCATION: Meadow Ave, South at Santa Clara St.

ZONE CASE: ZC-24-96

Prepared By: F.M.
City of Laredo
Planning Department

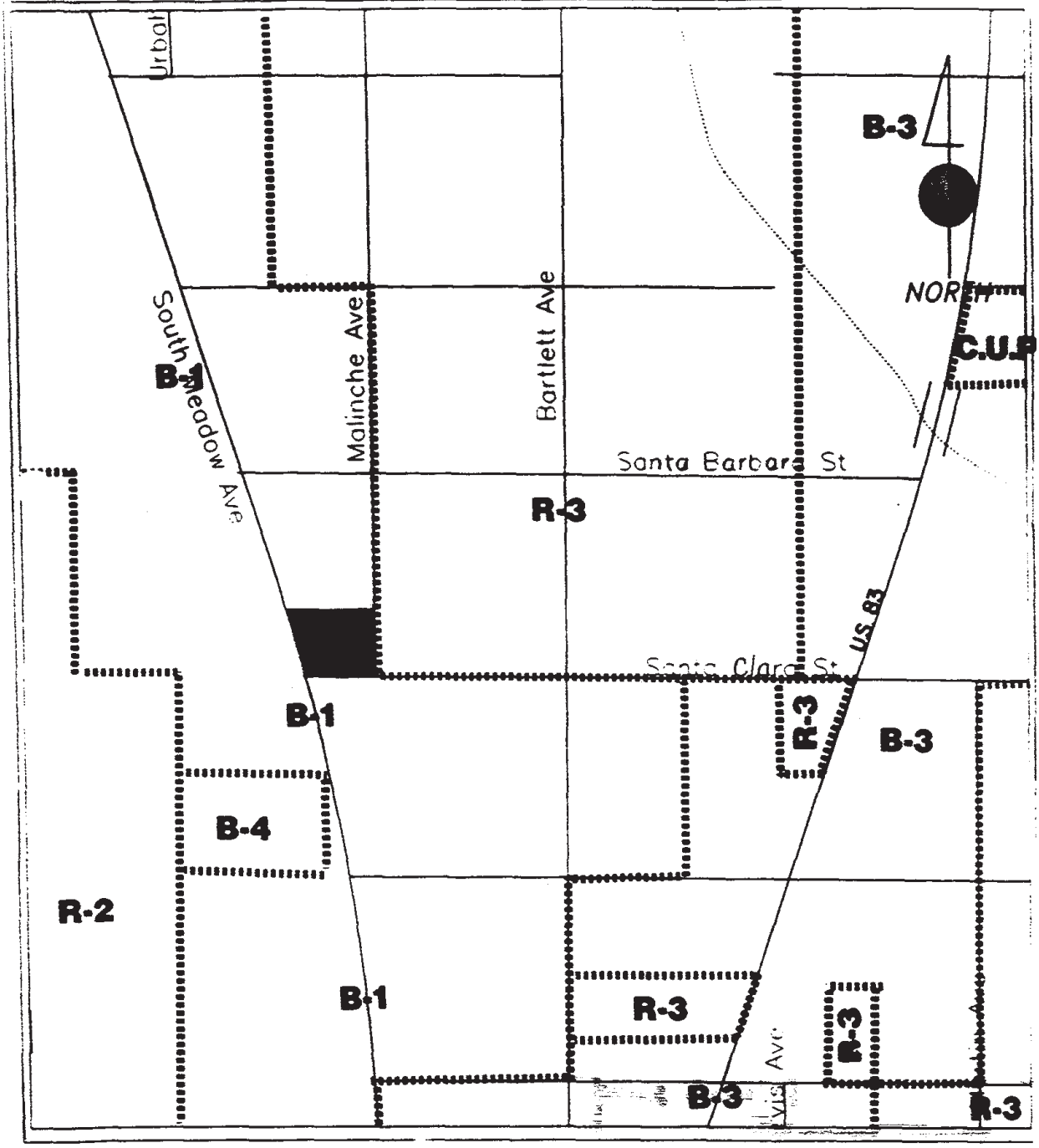


REQUEST FOR A C.U.P.
(CONDITIONAL USE PERMIT)

LOCATION: Meadow Ave, South at Santa Clara St.

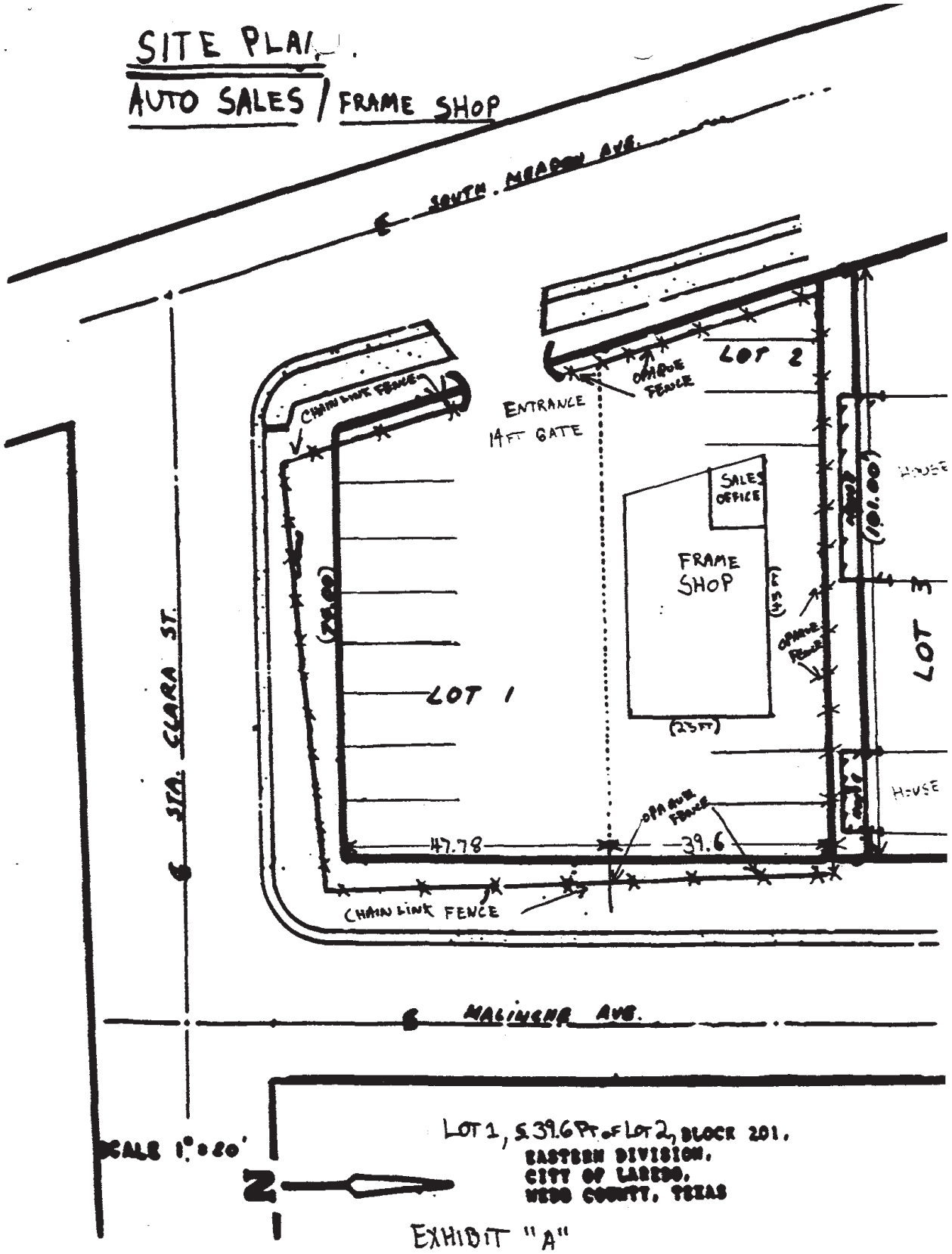
ZONE CASE: ZC-24-96

Prepared By F M
City of Laredo
Planning Department



SITE PLAN

AUTO SALES / FRAME SHOP



SCALE 1" = 20'

LOT 1, S. 39.6 Ft. of LOT 2, BLOCK 201,
EASTERN DIVISION,
CITY OF LAREDO,
WEBB COUNTY, TEXAS

EXHIBIT "A"

Agenda Item Routing Form
City of Laredo

I

How many items are being sent with this routing form? ONE

Department or Division from where item(s) originated: Planning
Contact Person: Pete
Telephone #: 443
Date: 5/21
Needed for Meeting to be held on the: 5/28

Department Director Approval: R.S. for M.S.
Date: 5/21/96

Legal Department Approval:
Date: 5/22/96

Administrative Assistant Approval:
Date:

Assistant City Manager in Charge of Administration:

Assistant City Manager in Charge of Operations:

JY

96 MAY 21 AM 10:13
CITY OF LAREDO
CITY ATTORNEY'S OFFICE
RECD

The deadline for having an item into the Legal Department's office is 10:00 A.M. on the Tuesday before the City Council meeting. Legal will, in turn, forward the item on to the Administrative Assistant. Please note that Resolutions and Ordinances going before the Council for final reading require a resolution or ordinance number. This number is assigned by the Administrative Assistant so you should contact him before forwarding any item(s) to the Legal Department for inspection. Additionally, the twenty copies that are needed for the agenda books should not be initiated until the above contact person receives a call from the Administrative Assistant instructing them to do so. Thank you.

P & Z COMMUNICATION

DATE:	**SUBJECT:** PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE Authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair on Lot 1 and the south 39.6 feet of Lot 2, Block 201, Eastern Division, located on S. Meadow Ave. and Santa Clara St. ZC-24-96
5/16/96	
Item #4	

INITIATED BY:	**STAFF SOURCE:**
Samuel Cantu 3504 S. Louisiana Laredo, Texas	Marina Sukup, AICP, Director Planning & Building Services

PRIOR ACTION: This item was brought forward as a zone change from B-1 to B-4 at the P & Z meeting of May 2, 1996. The public hearing was recessed so that staff and the applicant could discuss use of a C.U.P. instead of a zone change.

ACTION PROPOSED: Public hearing and recommendation of an ordinance authorizing the issuance of a Conditional Use Permit for auto sales and auto frame repair.

COUNCIL DISTRICT: I

BACKGROUND

PROPOSED USE: Auto sales and auto frame shop.

SITE: This site is currently vacant.

SURROUNDING LAND USE: North of the site are three single family residences and a auto repair shop. North of Sta. Clara St. are more single family homes and another auto repair shop which is used mainly at night and on weekends. East of site is a auto repair and muffler repair shop. The remainder of the area east and southeast of the site is a mix of single family residences, multi-family units, mobile homes and vacant lots. South of the site, on the east side of the intersection of S. Meadow Ave. and Sta. Clara St. and the dead end of Malinche Ave. is a single family residence. Southwest, across S. Meadow Ave. is R & R Materials Co. West of the site is a mix of single family residences on large lots and vacant tracts.

LETTERS: 24 (For zone change) In Favor: 2 Opposed: 0

RECOMMENDATION: P & Z COMMISSION	**RECOMMENDATION: STAFF**
The P & Z Commission, in a to vote, recommended of the Conditional Use Permit.	Staff **supports** the proposed Conditional Use Permit.

P & Z COMMUNICATION

BACKGROUND

COMPREHENSIVE PLAN: The Future Land Use Map recognizes this area as Low Density Residential.

TRANSPORTATION PLAN: The Long Range Thoroughfare Plan recognizes Meadow Ave. as a Major Collector.

IMPACT ANALYSIS

A Conditional Use Permit is used for those type uses which warrant individual attention on a case by case basis and should not be categorized into a specific zoning district. A Conditional 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.

While there was no public opposition to the zone change, Cm. Hinojosa did express a concern about the number of businesses of this type which open and close leaving a vacant tract with a zoning designation which may allow uses which may be detrimental to the surrounding uses. A Conditional Use Permit at this location will address this concern while allowing the applicant to open his business.

The Conditional Use Permit will be none transferable and restricted to the auto sales and auto frame repair. No other commercial uses will be allowed. Adequate off-street parking is provided. A site plan is attached and will be made a part of the C.U.P.

ORDINANCE NO. 2024-O-114

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 2, BLOCK 201, EASTERN DIVISION, LOCATED AT 1520 SOUTH MALINCHE AVENUE, FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lots 1 and 2, Block 201, Eastern Division, located at 1520 South Malinche Avenue, from B-1 (Limited Business District) to B-3 (Community Business 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 May 16, 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 June 10, 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 and 2, Block 201, Eastern Division, located at 1520 South Malinche Avenue, from B-1 (Limited Business District) to B-3 (Community Business 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 of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 20.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, San Isidro/McPherson No. 1 Subdivision, located at 9902 McPherson Road, Suites 14 and 15.

ZC-047-2024
District VI

Council District: District 6 **Zone Case:** ZC-047-2024

Letters sent to property owners: 35

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 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application

City Council-Regular

Meeting Date: 06/24/2024

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

Initiated By: Ramgon Management, LLC, Owner; Bolillos Cafe, LLC, Applicant; Amanda Montoya, Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-115 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a restaurant serving alcohol on Lot 1, Block 1, San Isidro/McPherson No. 1 Subdivision, located at 9902 McPherson Road, Suites 14 and 15.

ZC-047-2024

District VI

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced at City Council.

BACKGROUND

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

Proposed use: Restaurant Serving Alcohol

Site: The site is currently occupied by a commercial plaza.

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

Surrounding land uses: To the north of the site is United Day School and Rayados Soccer Academy. To the east of the site is McPherson Road and a commercial plaza that includes Geo Mortgage Service, EOG Resources, San Isidro Management, L.C., Nolan Transportation Group, Allied Universal, Sal Engineering Co. Inc., and Slay Architecture. To the south of the site is Sonterra Drive Taco Palenque, Pizza Hut, and multi-family residential uses. To the west of the site is single family residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and does not identify Sonterra Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 35 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

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

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

1. The site meets the minimum distance requirement of 300 feet between the proposed use and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential district is approximately 330 feet.
2. The proposed use is compatible with the comprehensive plan, and it is not anticipated to negatively impact the surrounding area.
3. The proposed use is anticipated to complement the surrounding uses within the vicinity of the site. There are similar uses south of the site (Taco Palenque and Pizza Hut).

    ***** Please note, parking alternatives, including shared parking or off-street parking, shall be met by the time the applicant receives the Certificate of Occupancy.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Magdalena Ramos, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,366 square feet located within Suites 14 and 15 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Saturday, 7:00am to 10:00pm and Sunday, 8:00am to 3:00pm.

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

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

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

7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

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

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

10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.

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

12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

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

14. The restaurant shall undergo an annual Fire Inspection.

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

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

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

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

19. A business entity, which has been granted a SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.

20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No. There are similar uses south of the site (Taco Palenque and Pizza Hut).

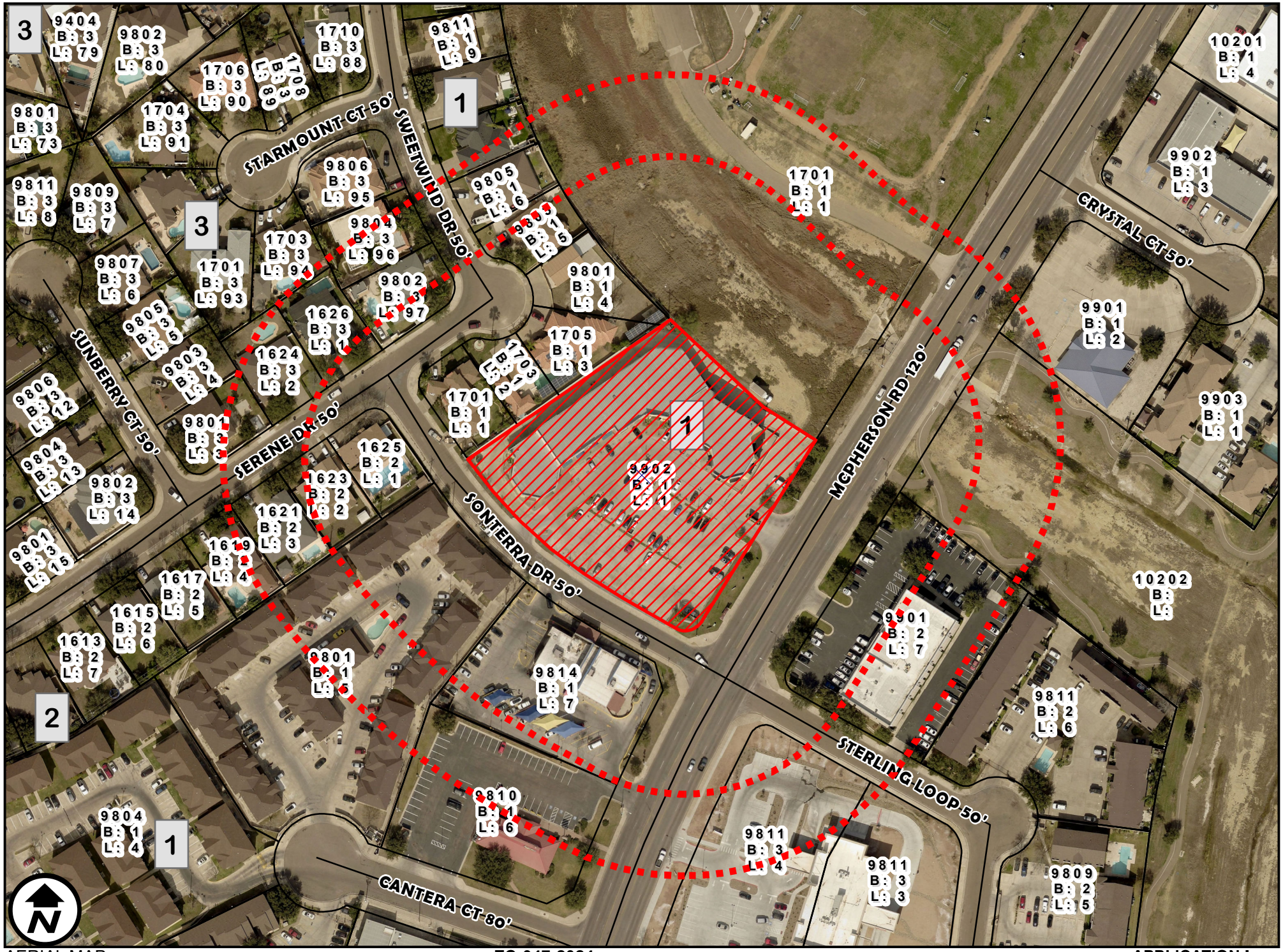
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
It is anticipated to complement the existing uses in the area.

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

Attachments

Maps
Measurement Map
Narrative
Site Plan
Tenant List
Zone Change Signage
Final Ordinance

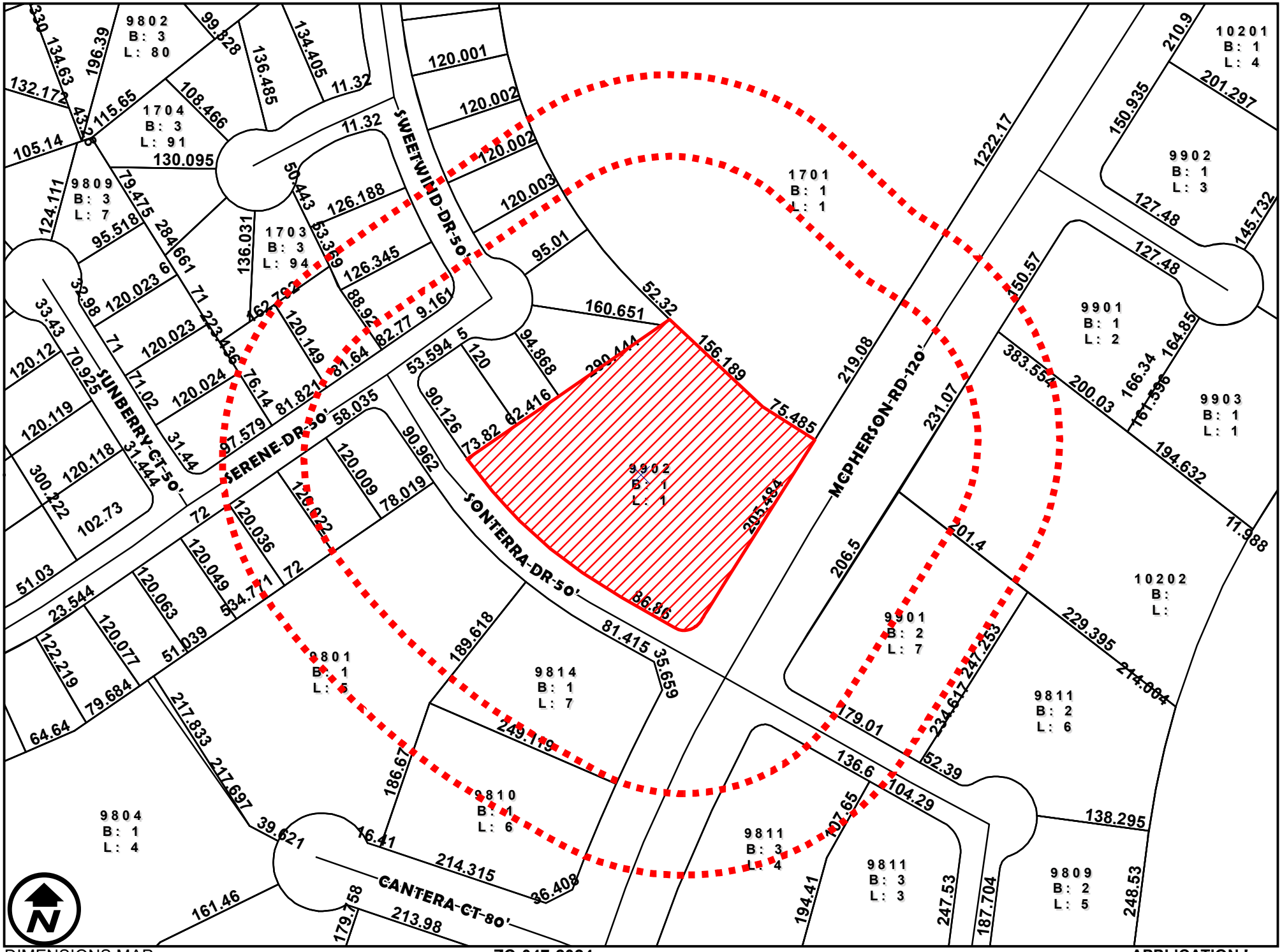


AERIAL MAP

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

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

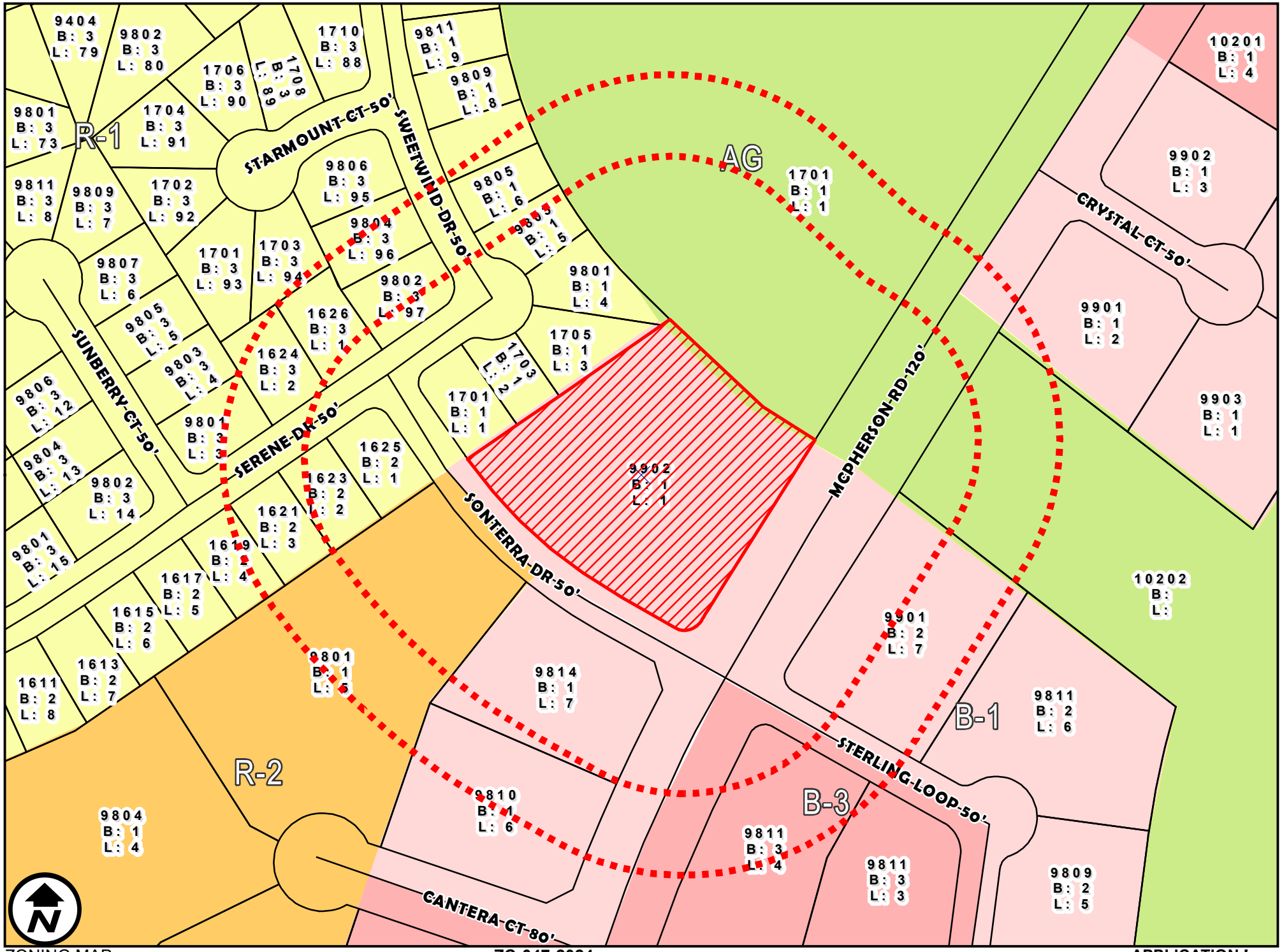


DIMENSIONS MAP

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

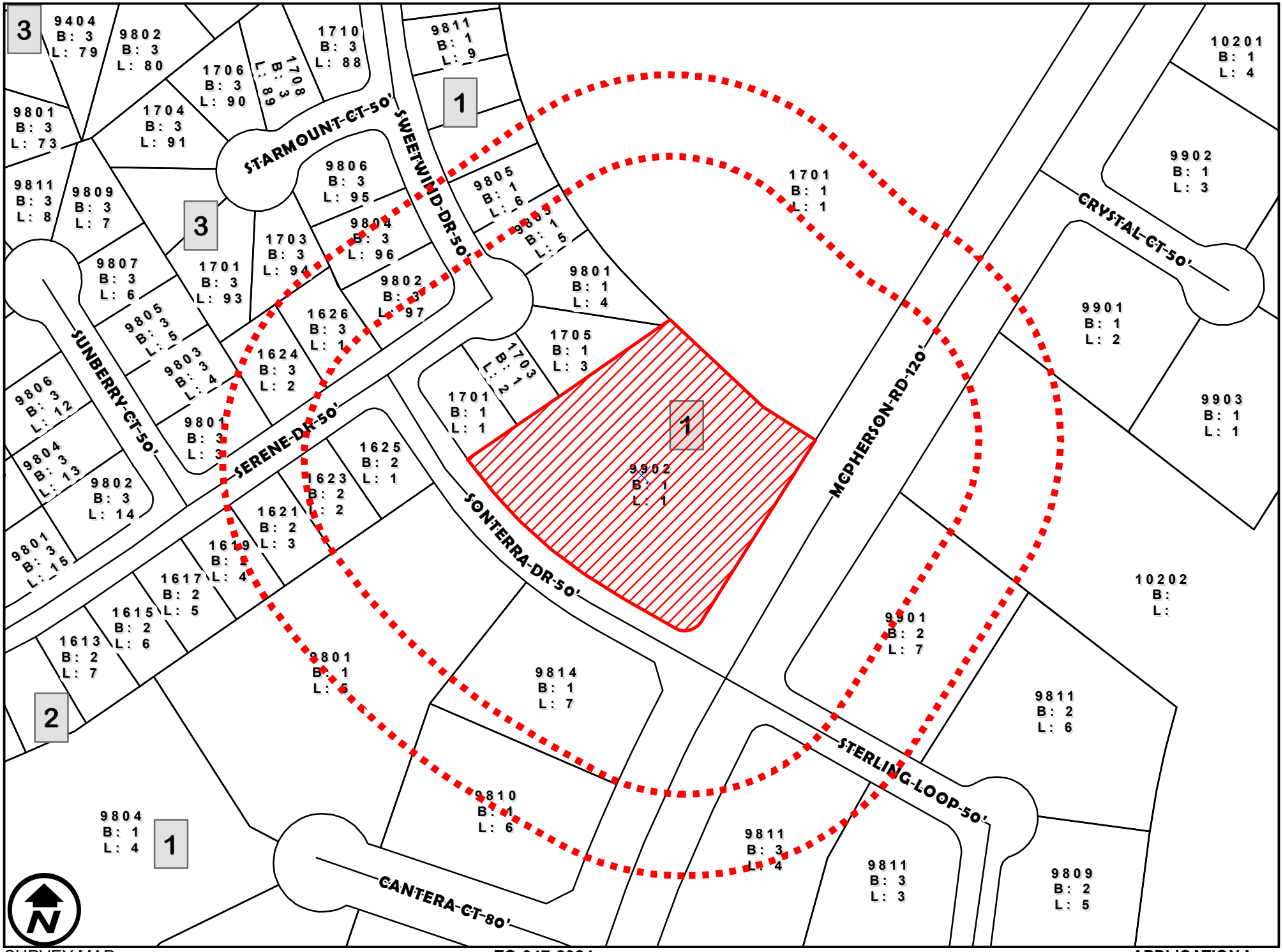


ZONING MAP

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

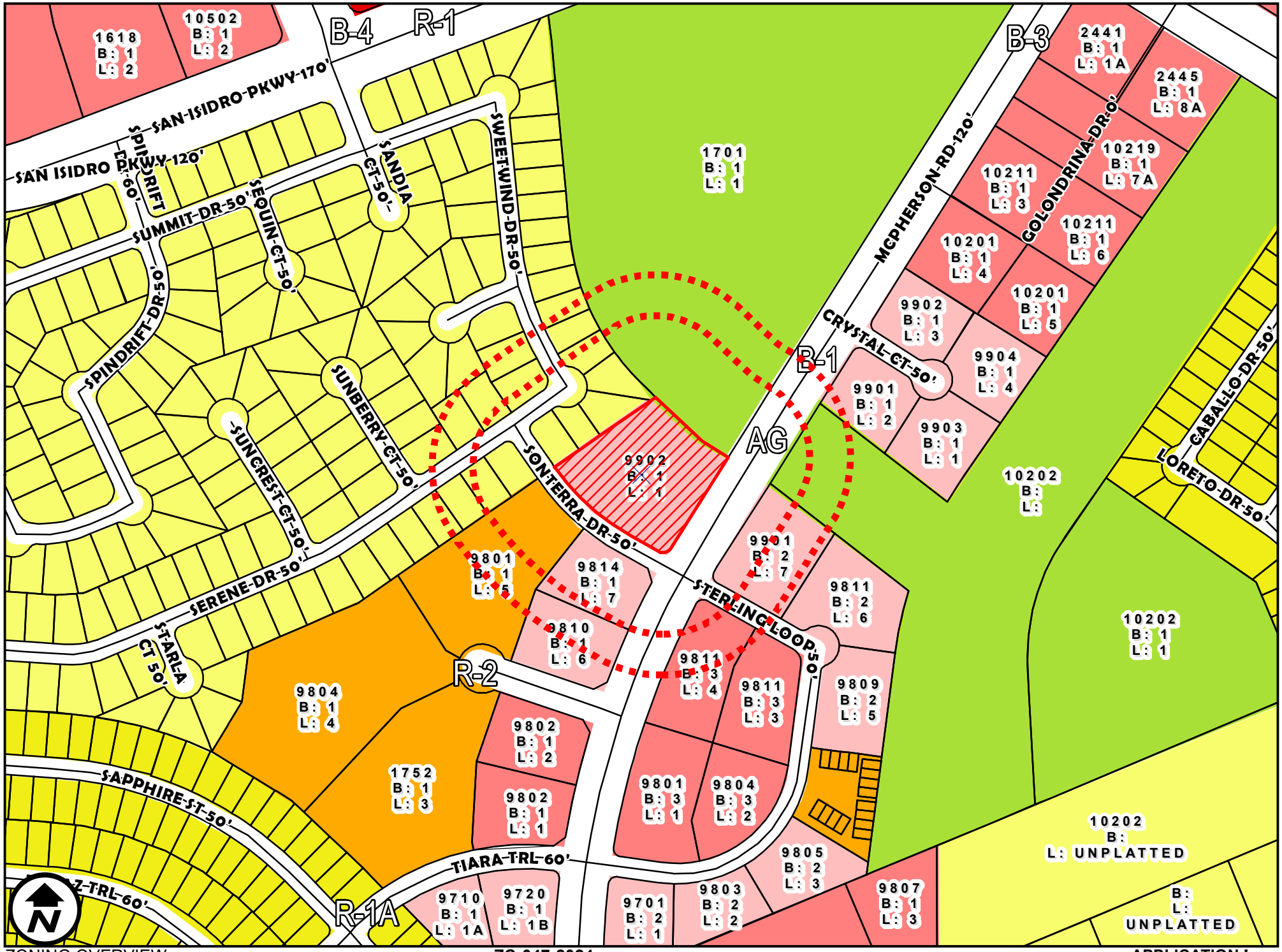


SURVEY MAP

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

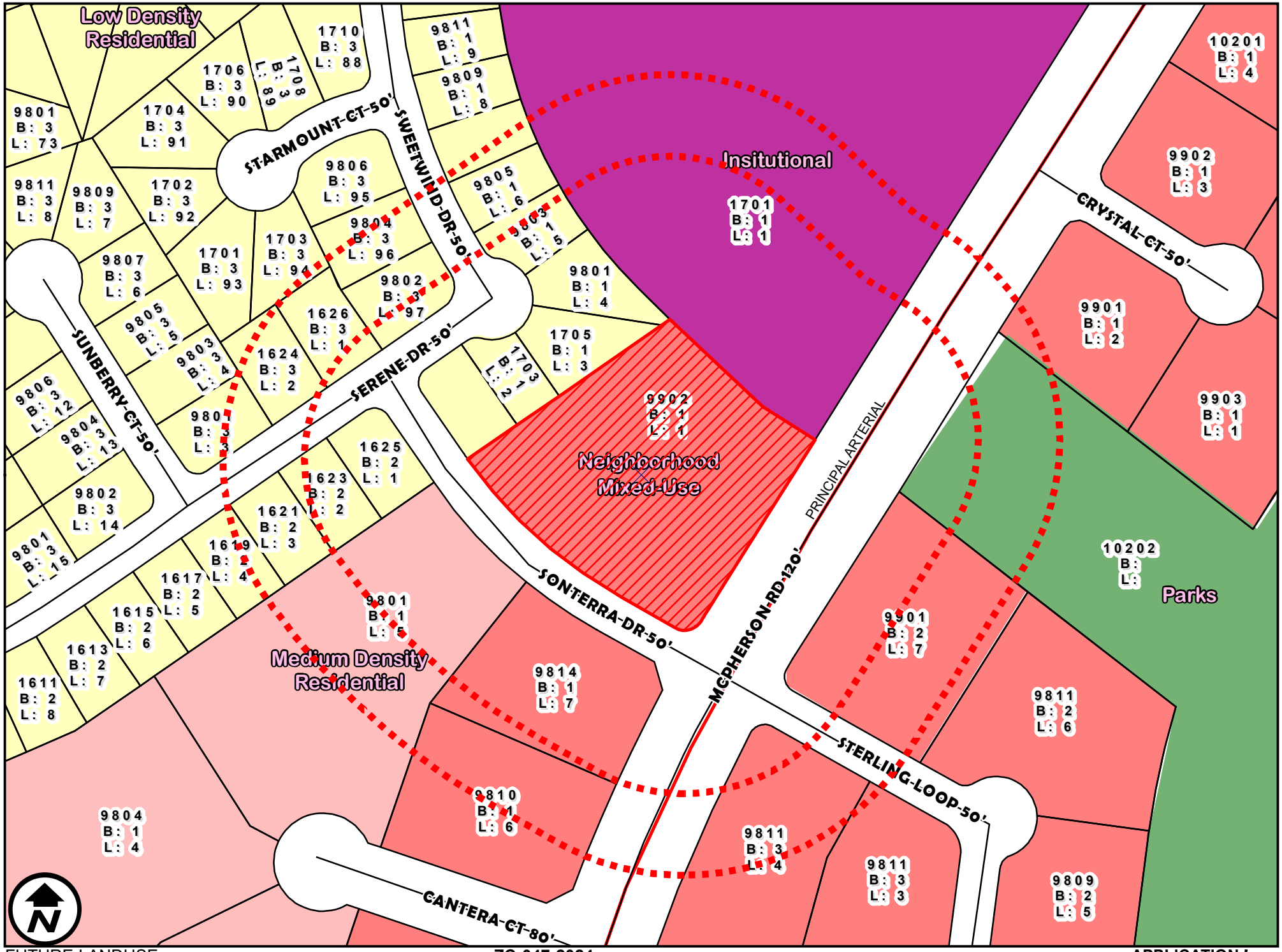


ZONING OVERVIEW

1 inch = 300 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

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

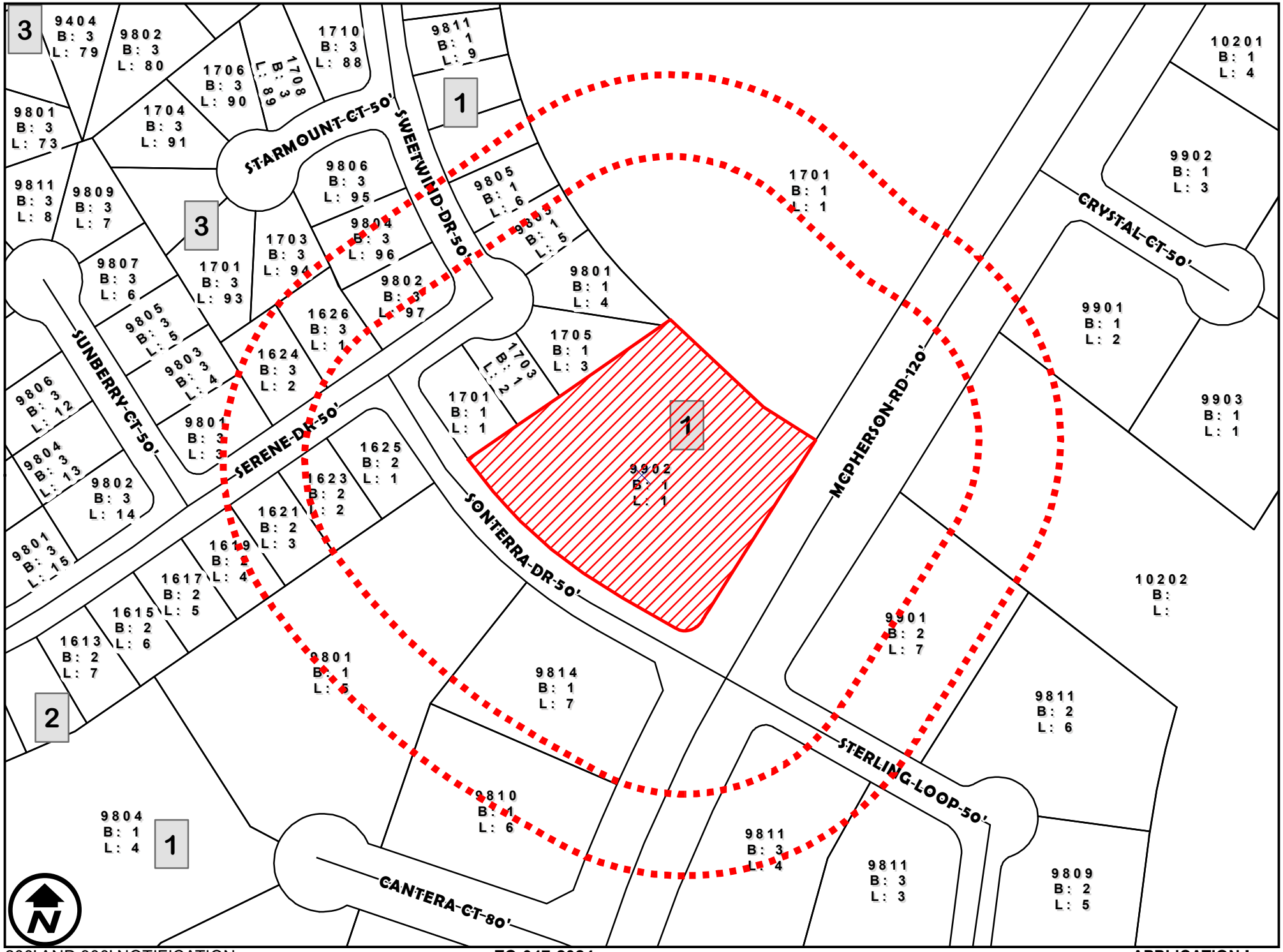


FUTURE LANDUSE

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL

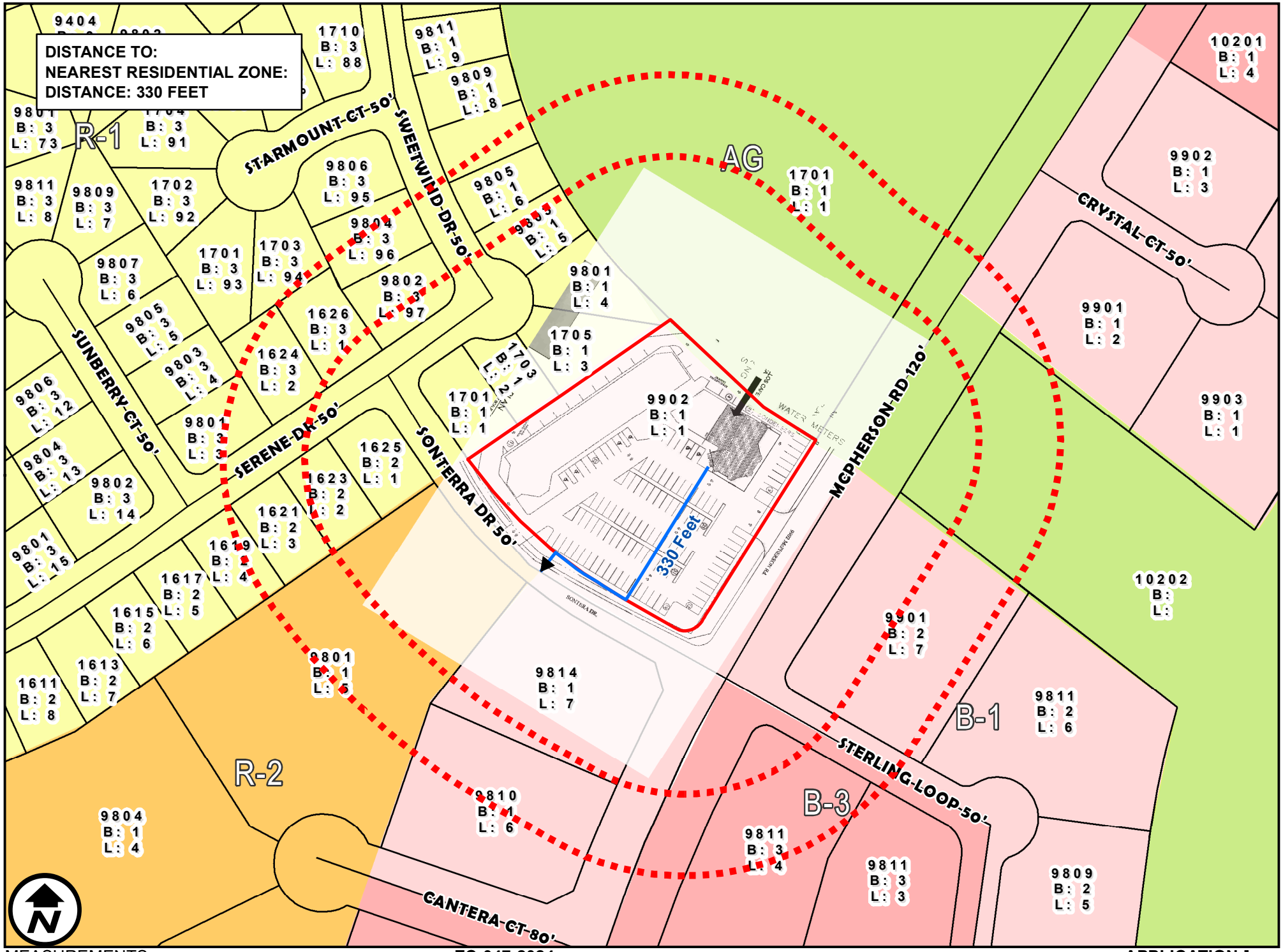


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHEROSN ROAD, SUITES 14 AND 15

APPLICATION I
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
S.U.P FOR RESTAURANT SERVING ALCOHOL



MEASUREMENTS

1 inch = 150 feet

ZC-047-2024
COUNCIL DISTRICT 6
9902 MCPHERSON ROAD, SUITES 14 AND 15

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

In 2009, Our family opened its doors to Bolillos Cafe to bridge together everything we love: Food, Family, Art and Culture. We currently serve our community out of two locations in Laredo and we are working on our third location at 9902 McPherson Ste 14&15. Our hours of operation will be 7am - 10pm. This location is a great opportunity for us to embellish our story and continue to reach across multiple generations. In order to do so, we are seeking to use a mixed beverage permit in order for us to expand our brunch experience on the weekends. This location will also allow us to expand our team. We plan to hire 30 additional team-members on our staff, therefore will be using approximately 10 parking spaces per shift at this location. On the weekends, we will use up to 20-25 in the morning shift. Part of the reason, we chose this location was due to parking since almost all the tenants in the plaza only operate on weekdays, which allows for the parking lot to be almost vacant on the weekends.

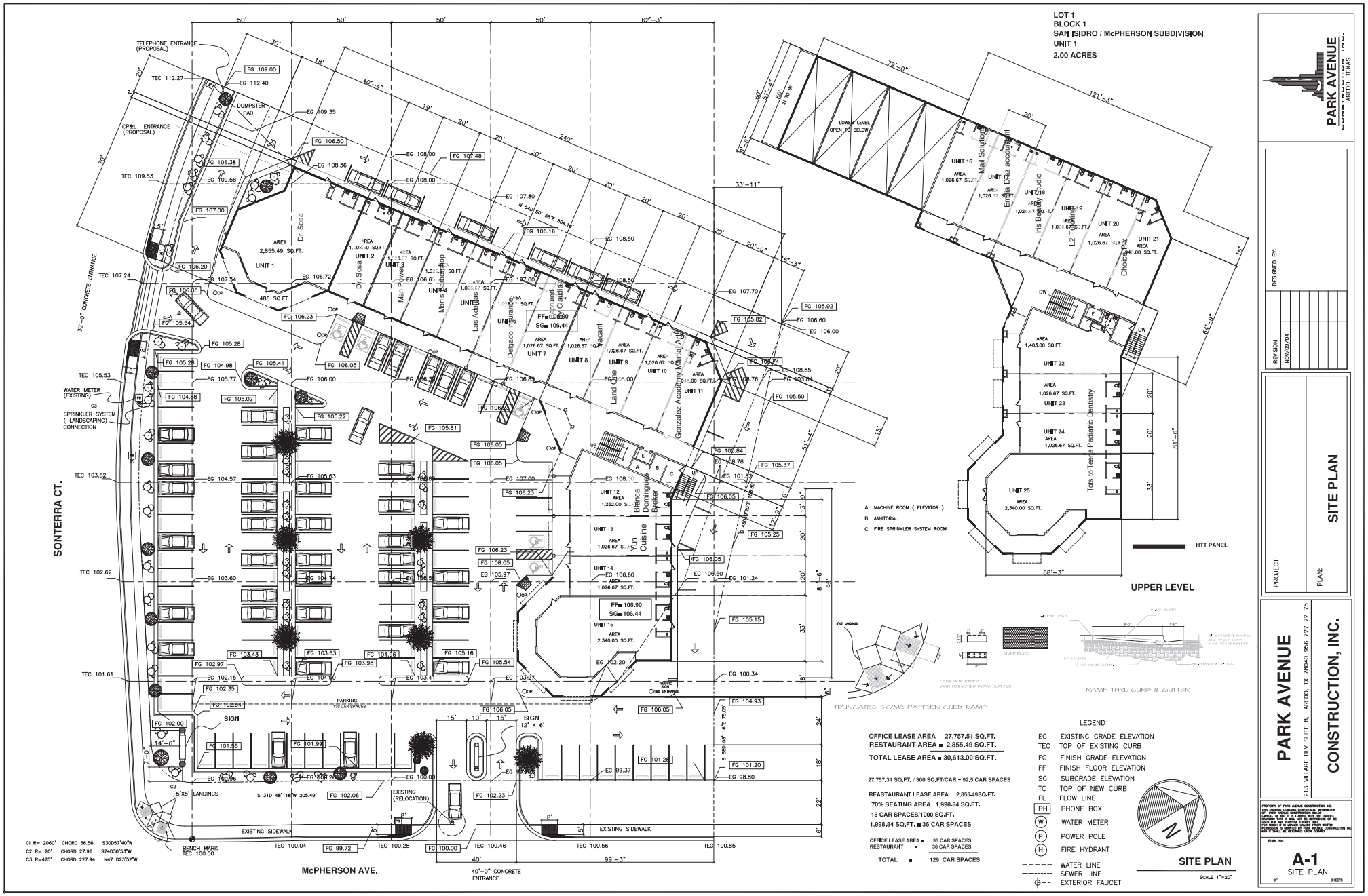
Our cafe is a family-friendly experience, where we offer something for everyone. We have designed it to be like an extension of home, where families can gather and have a multi-generational experience. According to medium.com, statistics show that the weekend Brunch Culture is the most popular social experience that bridges together both the older generations and newer generations.

We ask that you consider allowing us a special use permit in order to achieve our vision as we continue to grow, connect, and serve this community with the best intentions.

Sincerely,

Amanda Montoya &
The Team at Bolillos Cafe

EXHIBIT A


LOT 1
BLOCK 1
SAN ISIDRO / McPHERSON SUBDIVISION
UNIT 1
2.00 ACRES
PARK AVENUE CONSTRUCTION, INC.
LAREDO, TEXAS
SONTERRA CT.
McPHERSON AVE.
UPPER LEVEL
SITE PLAN
SCALE 1"=20'
PROJECT:
PLAN:
DESIGNED BY:
REVISION
NOV/09/04
PARK AVENUE CONSTRUCTION, INC.
213 VILLAGE BLV SUITE 8, LAREDO, TX. 78040 956 727 72 75
OFFICE LEASE AREA 27,757.51 SQ.FT.
RESTAURANT AREA = 2,855.49 SQ.FT.
TOTAL LEASE AREA = 30,613.00 SQ.FT.
27,757.51 SQ.FT. / 300 SQ.FT/CAR = 92.5 CAR SPACES
REASTAURANT LEASE AREA 2,855.49SQ.FT.
70% SEATING AREA 1,998.84 SQ.FT.
18 CAR SPACES/1000 SQ.FT.
1,998.84 SQ.FT. = 36 CAR SPACES
OFFICE LEASE AREA - 93 CAR SPACES
RESTAURANT - 36 CAR SPACES
TOTAL = 129 CAR SPACES
LEGEND
EG EXISTING GRADE ELEVATION
TEC TOP OF EXISTING CURB
FG FINISH GRADE ELEVATION
FF FINISH FLOOR ELEVATION
SG SUBGRADE ELEVATION
TC TOP OF NEW CURB
FL FLOW LINE
PH PHONE BOX
W WATER METER
P POWER POLE
H FIRE HYDRANT
WATER LINE
SEWER LINE
EXTERIOR FAUCET
A-1
SITE PLAN

Tonila Square Tenants

	Use of Business	Hours of Operation	Unit			
Captured by Claudia Photography	Photography	Open by appointment only				
L2 Tutoring	Tutoring	M-F (4-10 pm)				
Tots to Teens Orthodontics	Medical Office	M-F (8-5pm)	22,23,24			
Las Adelitas Boutique	Boutique	Tuesday-Saturday (12-8pm)				
Delgado Insurance	Insurance	M-F (8:30-5:30)				
Men's Hairstyle Barbershop	Hair Studio	11am-12pm				
Yun Cusine	Restaurant	M-F (12-8:30)				
Fernando Sosa MD	Medical Office	M-Th (9-5) Fri (9-12)				
Mail Solutions	Shipping	M-F (9-6) Sat (1:30-3:30)				
Iris Beauty Studio	Hair Studio	By appointment only				
Marshal Arts Gonzalez Academy	Karate Studio	Mon-Wed 6:30-9:25 Saturday 2-4				
Laredo Sassy Designer Purses	Boutique	Tues-Fri (11:30-6:30) Sat (10-5)				
Professional tax services Emilia Diaz	Tax Office	M-F 8:30-5:30				
Choice Pix	Photography	M-F 9-6 by appointment				
Man Power	Office	M-F 8-6				
Land One	Brokers Office	M-F 9-5				
Blanca Dominguez Broker	Brokers Office	M-F 9-5				
Emilia Diaz Broker	Brokers Office	M-F 9-5				


ZC-047-2024
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
NO PARKING

ORDINANCE NO. 2024-O-115

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, SAN ISIDRO/MCPHERSON NO. 1 SUBDIVISION, LOCATED AT 9902 MCPHERSON ROAD, SUITES 14 AND 15; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, San Isidro/McPherson No. 1 Subdivision, located at 9902 McPherson Road, Suites 14 and 15; 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 May 16, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on June 10, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, San Isidro/McPherson No. 1 Subdivision, located at 9902 McPherson Road, Suites 14 and 15.

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 Magdalena Ramos, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,366 square feet located within Suites 14 and 15 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Saturday, 7:00am to 10:00pm and Sunday, 8:00am to 3:00pm.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:

    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;

4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Final Readings 21.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 101, 102, and outdoor patio only (4,758 square feet).

ZC-039-2024
District VI

Council District: District 6 **Zone Case:** ZC-039-2024

Letters sent to property owners: 59

In Favor (within 200 radius): 1
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 special use permit.

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

City Council- Regular Meeting

Meeting Date: 06/24/2024

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

Initiated By: SKG KHP, LLC, Owner; Barra 83, LLC, Renata M. Trevino & Lebriam, LLC, Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-116 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 101, 102, and outdoor patio only (4,758 square feet).

ZC-039-2024
District VI

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced by City Council.

BACKGROUND

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

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

Proposed use: Restaurant Serving Alcohol

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

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

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

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

Letters sent to surrounding property owners: 59 **In Favor:** 1 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 7 to 0 vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

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

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

1. The site does not meet the minimum distance requirement of 300 feet between the proposed use and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    1. The distance to the nearest residential district is approximately 232 feet.
2. The primary use is compatible with the comprehensive plan, but does not meet the performance standard under the Laredo Land Development Code. Please refer to comment 1.

*Please note: The parking calculations were determined at the time the certificate of occupancy was issued by Building Development Services.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Renata M. Trevino, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,768 square feet located within Suites 101,102, and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday 8:00am to 8:00pm, Tuesday to Thursday 8:00am to 12:00am (midnight), and Friday to Saturday 8:00am to 2:00am.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.

11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No. There are similar uses (restaurants serving alcohol: Korean BBQ, Laredo Brewing Company, & Santa Barra) on the proposed site.

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

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

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

Attachments

Maps
Narrative
Site Plan
Tenant List
Zone Change Signage
Final Ordinance



AERIAL MAP

1 inch = 200 feet

ZC-039-2024

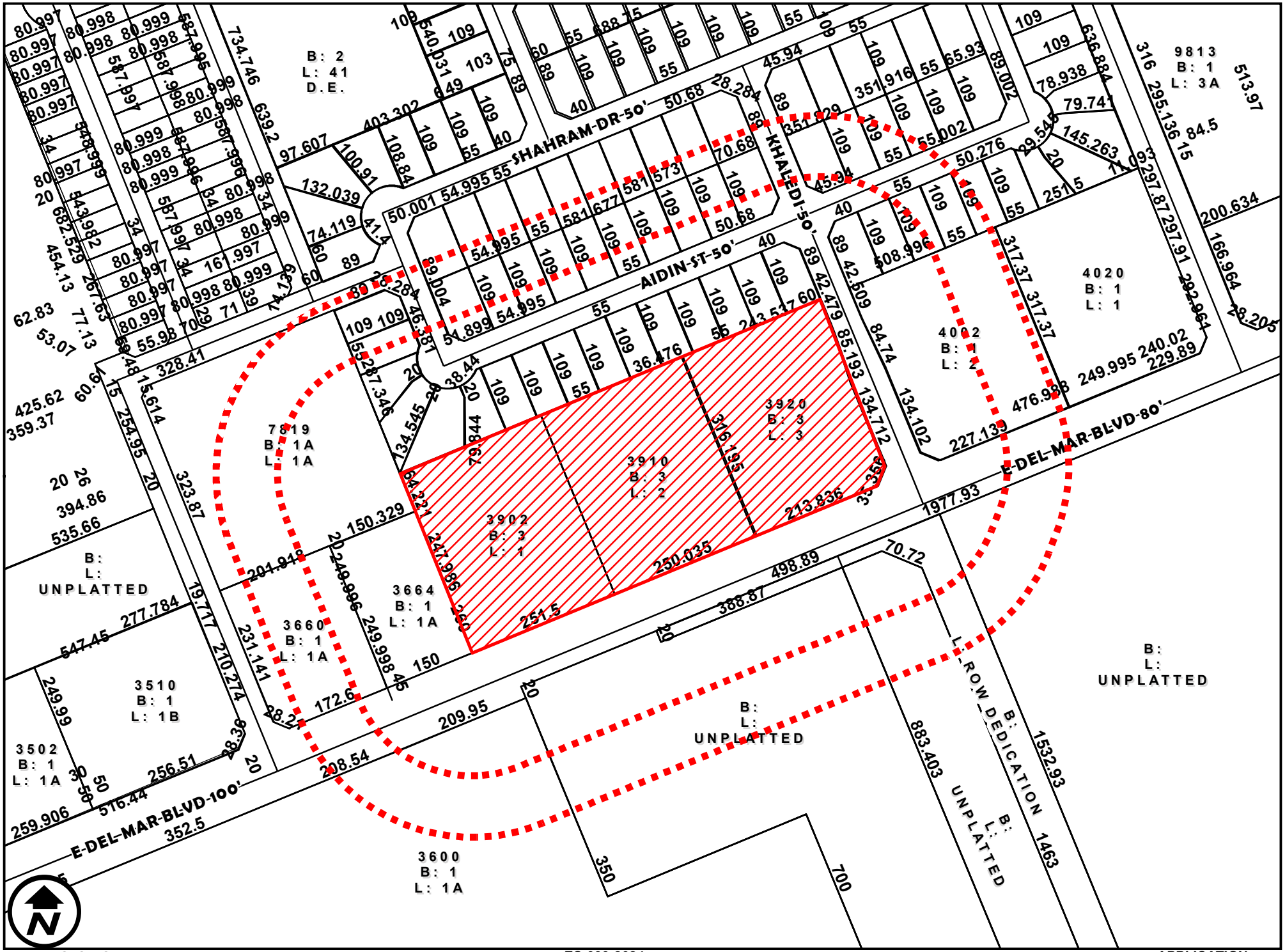
COUNCIL DISTRICT 6

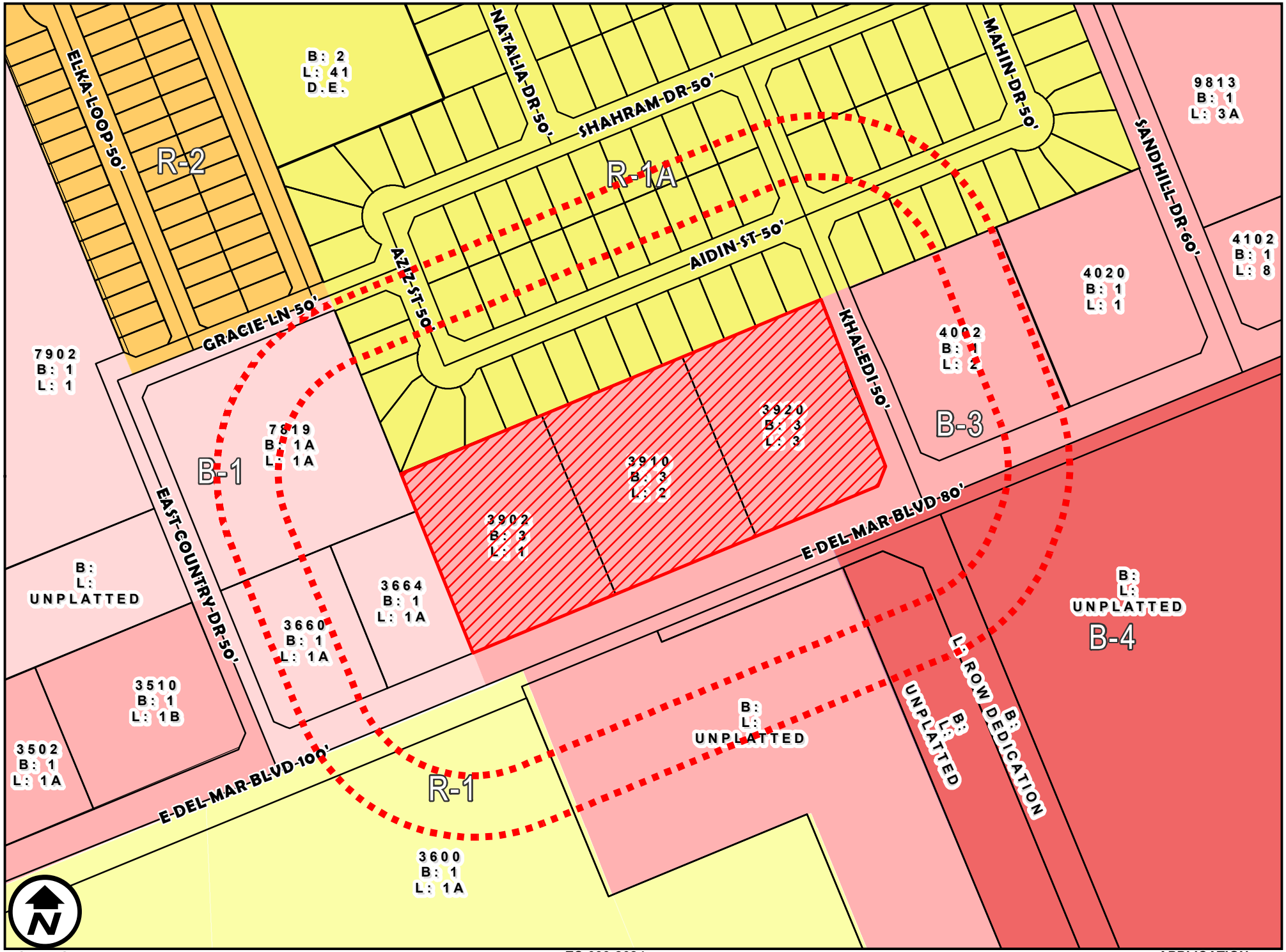
APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)


SHAHRAM-DR-50'
KHALEDI-50'
AIDIN-ST-50'
E-DEL-MAR-BLVD-80'
E-DEL-MAR-BLVD-100'
B: 2
L: 41
D.E.
9813
B: 1
L: 3A
4020
B: 1
L: 1
4002
B: 1
L: 2
7819
B: 1A
L: 1A
3920
B: 3
L: 3
3910
B: 3
L: 2
3902
B: 3
L: 1
3664
B: 1
L: 1A
3660
B: 1
L: 1A
3510
B: 1
L: 1B
3502
B: 1
L: 1A
3600
B: 1
L: 1A
B:
L:
UNPLATTED
B:
L:
UNPLATTED
B:
L:
UNPLATTED
B:
L:
UNPLATTED
L: ROW DEDICATION
1977.93
1532.93
1463
883.403
498.89
388.87
70.72
328.41
425.62
359.37
535.66
394.86
547.45
277.784
259.906
352.5
516.44
256.51
249.99
208.54
209.95
172.6
201.948
231.141
210.274
150.329
249.998
249.996
247.986
250.035
213.836
316.195
134.712
85.193
42.479
243.517
36.476
134.545
134.102
227.139
476.98
249.995
240.02
229.89
200.634
166.964
84.5
513.97
297.87
292.964
317.37
84.74
508.996
55.002
351.916
351.929
45.94
50.276
50.68
54.995
50.001
97.607
403.302
132.039
74.119
108.84
100.91
734.746
639.2
682.529
454.13
267.63
77.13
53.01
62.83
60.6
254.95
323.87
19.717
328.41
700
350
1463
1532.93
883.403
1977.93
498.89
388.87
70.72
1977.93
1532.93
1463
883.403
498.89
388.87
70.72
1977.93
1532.93
1463
883.403
498.89
388.87
70.72
1977.93
1532.93
1463
883.403



ZONING MAP

1 inch = 200 feet

ZC-039-2024

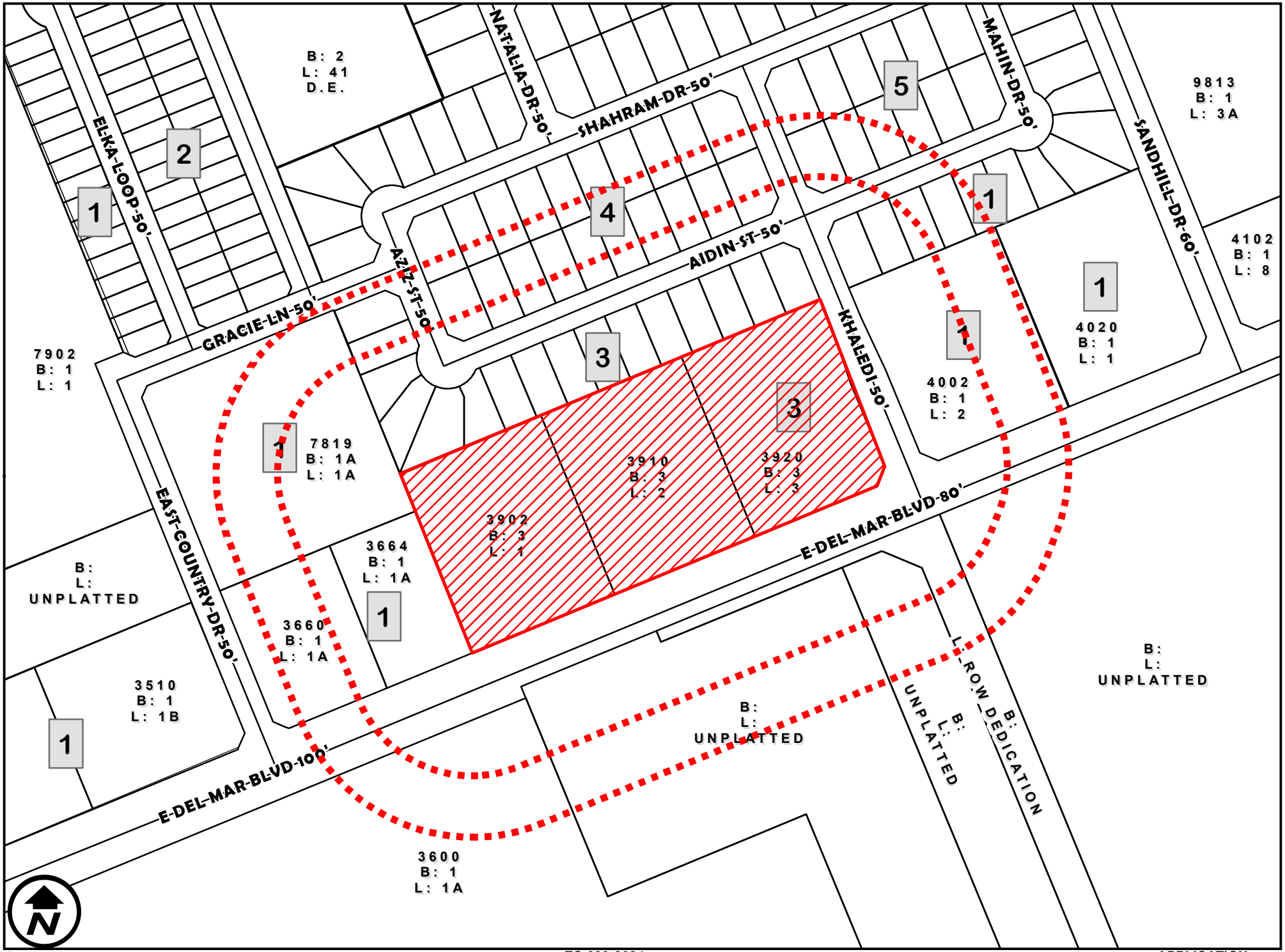
COUNCIL DISTRICT 6

APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)



SURVEY MAP

1 inch = 200 feet

ZC-039-2024

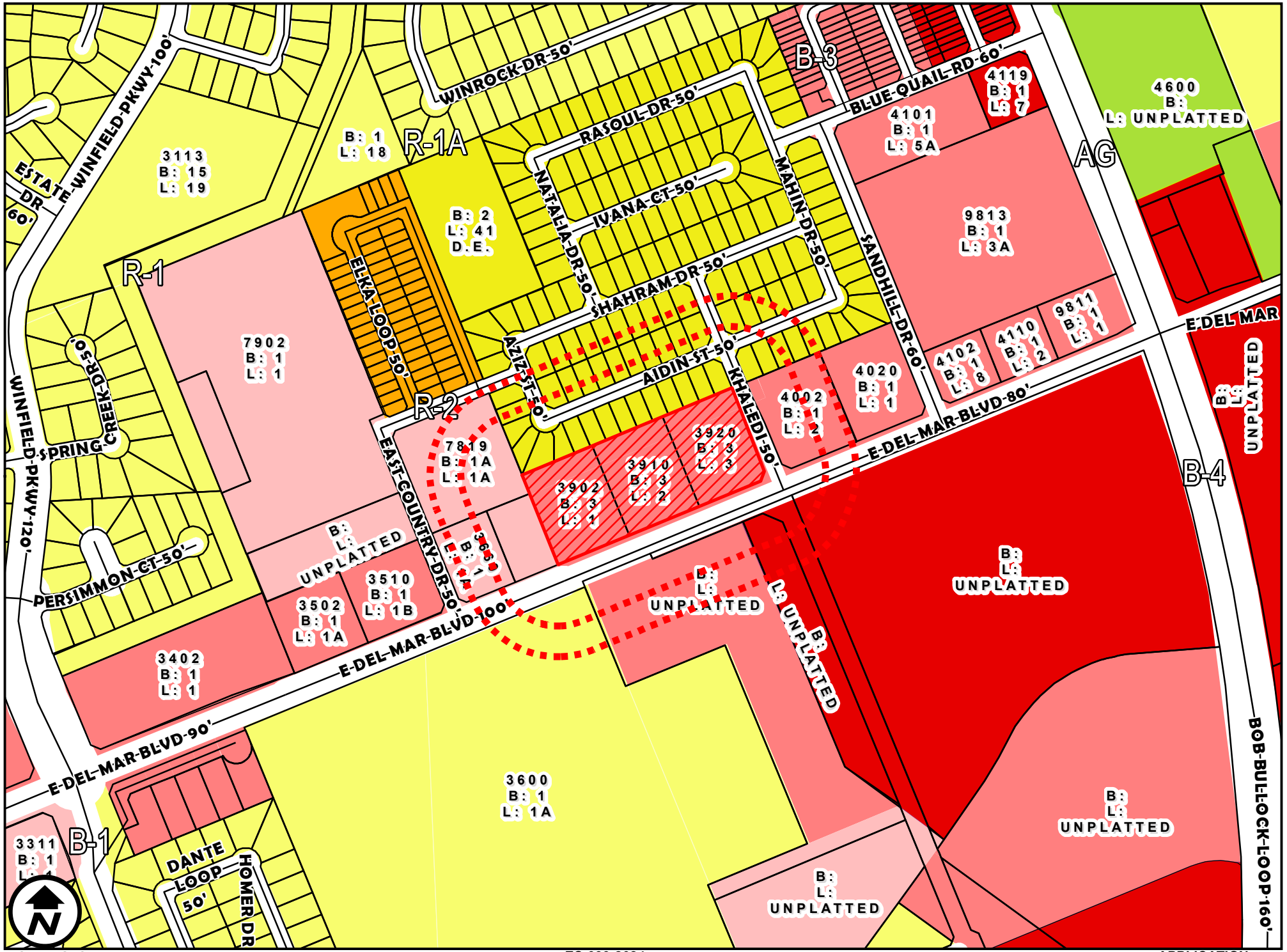
COUNCIL DISTRICT 6

APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)



ZONING OVERVIEW

1 inch = 400 feet

ZC-039-2024

COUNCIL DISTRICT 6

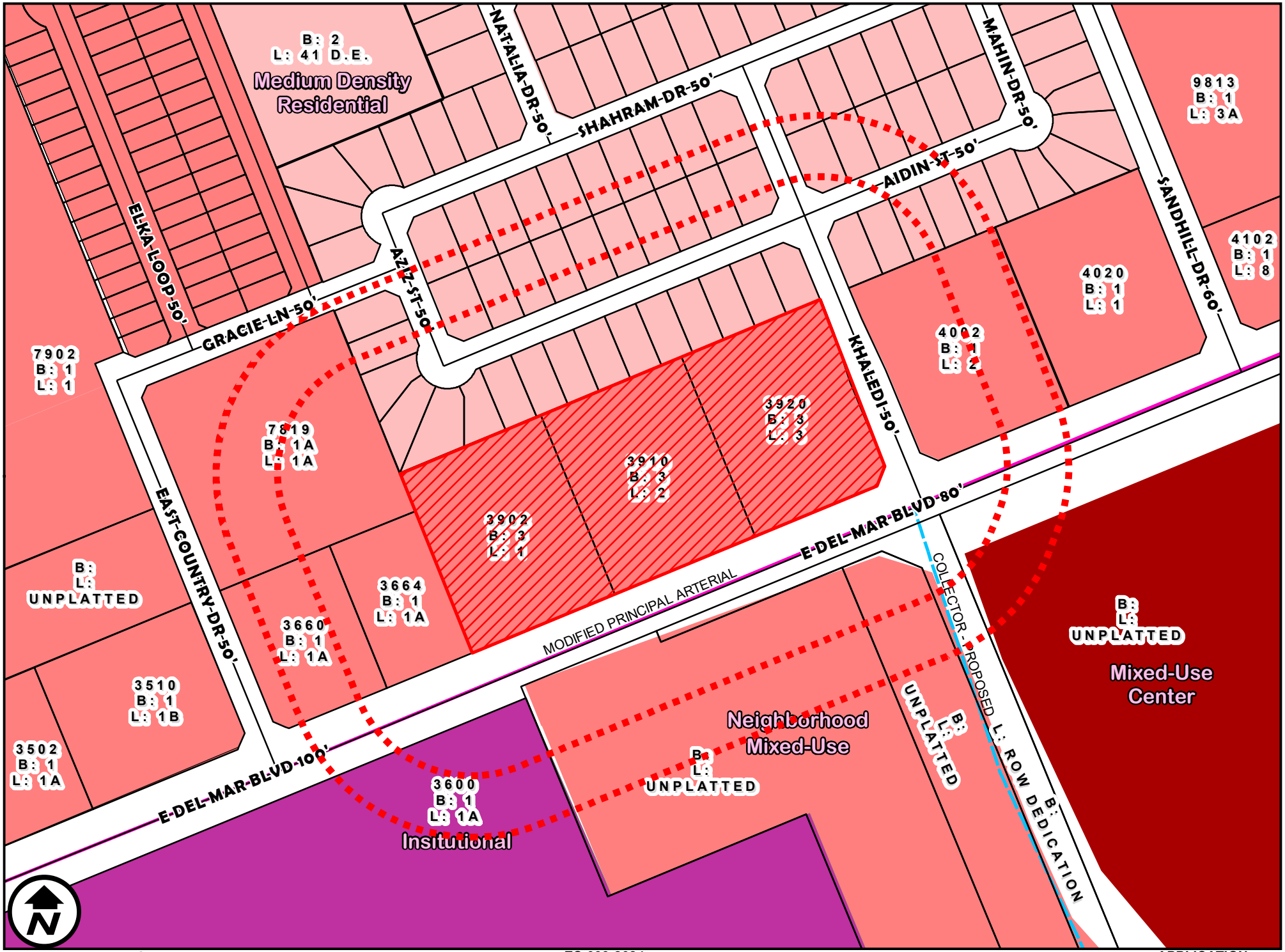
APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

382

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)



FUTURE LANDUSE

ZC-039-2024

COUNCIL DISTRICT 6

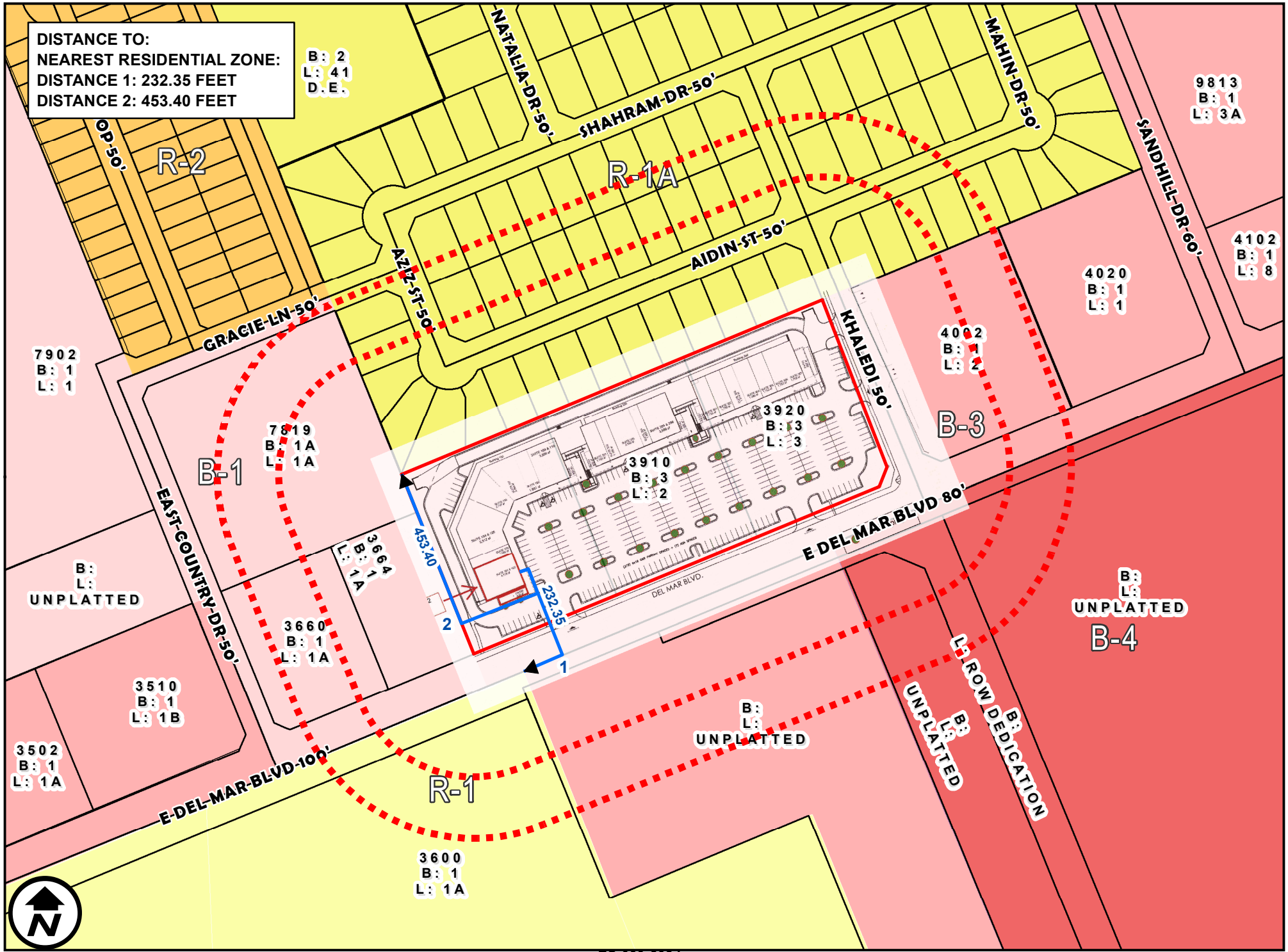
APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

1 inch = 200 feet

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)



MEASUREMENTS

1 inch = 200 feet

ZC-039-2024

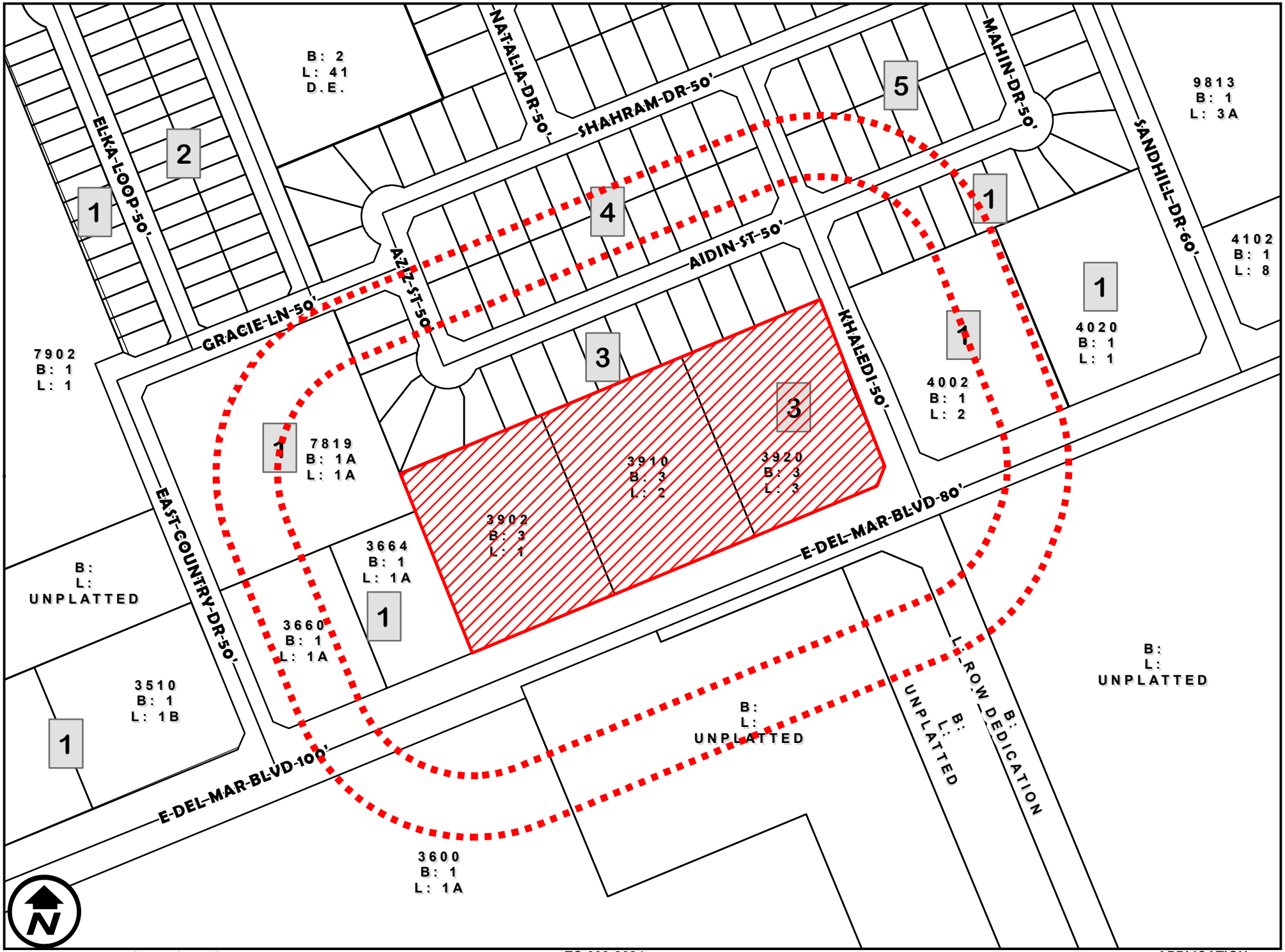
COUNCIL DISTRICT 6

APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-039-2024

COUNCIL DISTRICT 6

APPLICATION

B-3 (COMMUNITY BUSINESS DISTRICT

S.U.P FOR RESTAURANT SERVING ALCOHOL

3902, 3910 AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102 AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET)

SPECIAL USE PERMIT

RENATA TREVINO / BARRA 83, LLC

EDWARD BECKELHYMER / SKG KHP LLC

ALEXIS WALLER / LEBIRAM LLC

Barra 83 is located at 3910 E Del mar Ste 101,102 currently operating and is requesting Approval for Special use Permit to serve Alcohol. Barra 83 was previously located at 16594 Us83 outside the City Limits with a beautiful concept and decided to be closer to their customers and offer same customer service and the house specialties Cabritos, Rib Eye Pork Belly, Salmon to name a few. Barra 83 will cater to the whole family as new location is spacious with private room for special occasions and a nice terrace that creates a nice atmosphere. Current hours or operation are Tuesday to Saturday 8 am to 12 am Sunday 8 am to 8pm with a 30 employees with different shifts. If SUP is granted we will continue with same hours of operation 8 am to 12am , from Tuesday to Thursday and Friday to Saturday 8am to 2am. This is to clarify the restaurant will not always be be open till 2am.

We hope you will consider approving our request for SUP (Special Use Permit) to serve Alcohol.

Thank you

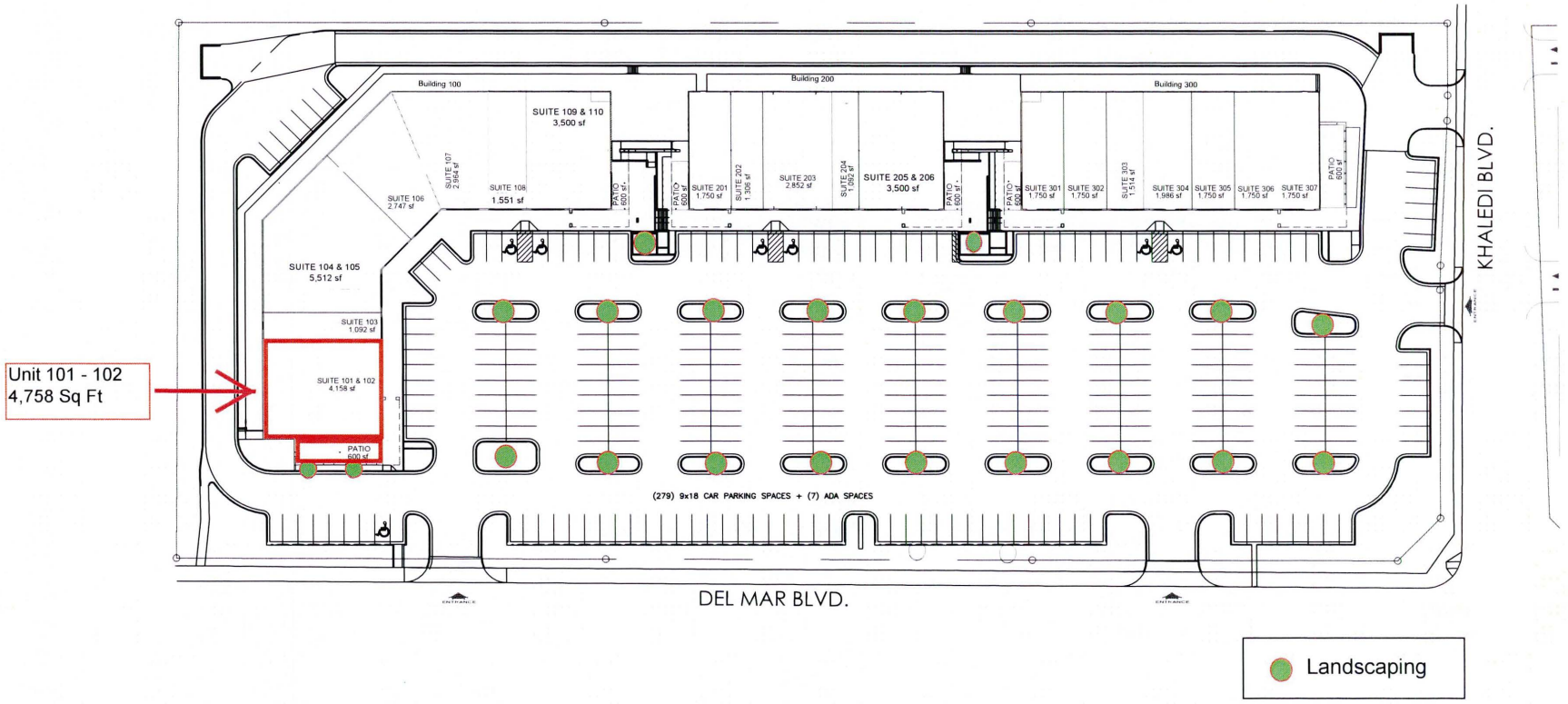
Renata Trevino / Barra 83. Llc

Edward Beckelhymer / SKG KHP Llc

Alexis Waller / Lebiram Llc

KHALEDI HEIGHTS PLAZA
SITE PLAN

3910 E. DEL MAR LAREDO TX. 78045



LEGAL DESCRIPTION OF THE SHOPPING CENTER

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

KHALEDI HEIGHTS PLAZA

3910 E Del Mar Blvd
Laredo TX, 78041-6661

Building 100	Unit (SqFt)	Patio (SqFt)	Business Name	Business Operation	HOURS OF OPERATION
Suite 101-102	4,158	600	Unit being proposed for permit		
Suite 103	1,092	n/a	Vanish of Laredo LLC	Spa	10:00 AM - 6:00 PM
Suite 104-105	5,512	n/a	SKG Homes LLC	Offices	8:00 AM - 5:00 PM
Suite 106	2,747	n/a	SKG Homes LLC	Offices	8:00 AM - 5:00 PM
Suite 107	2,964	n/a	Trevino Haynes PLLC	Law Offices	8:30 AM - 5:30 PM
Suite 108	1,551	n/a	The Blow Out Dry Bar Inc	Hair Salon	Not yet open
Suite 109-110	3,500	600	VACANT		
Building 200					
Suite 201	1,750	600	Laredo Brewing Company LLC	Restaurant Serving Alcohol	12:00 PM - 12:00 AM
Suite 202	1,306	n/a	De La Paz Cleaning and Rental Service LLC	Cleaning Services	8:00 AM - 5:00 PM
Suite 203	2,852	n/a	My Dress Inc	Boutique	11:00 AM - 7:00 PM
Suite 204	1,092	n/a	Picate Mucho LLC	Snack Shop	2:00 PM - 11:00 PM
Suite 205-206	3,500	600	Pro Mega Corporation (Santa Barra)	Restaurant & Bar	5:00 PM - 2:00 AM
Building 300					
Suite 301	1,750	600	Gorilla Smoke and Grill Inc	Restaurant	11:00 AM - 10:00 PM
Suite 302	1,750	n/a	CMG Mortgage Inc	Offices	8:00 AM - 5:00 PM
Suite 303	1,514	n/a	Chic & Charm Nails Spa LLC	Nail Salon	10 AM - 7:30 PM
Suite 304	1,986	n/a	K Dup Bab LLC	Restaurant	11:00 AM - 10:00 PM
Suite 305	1,750	n/a	Luis Angel Saito	Martial Arts Studio	Not yet open
Suite 306-307	3,500	600	Triumfit LLC	Gym	7:00 AM - 9:00 PM HRS VARY

Bldg 83 Approx 10 parking spaces
Ste 101-102

Vanish of Laredo Mon to Friday 10 am to 6 pm Saturday & Sunday Closed

SKG Homes Llc Monday to Friday 8am to 5pm Saturday & Sunday Closed

SKG Homes Llc Monday to Friday 8am to 5pm Saturday & Sunday Closed

Trevino Haynes Pllc Monday to Friday 8:30am to 5:30pm Saturday & Sunday Closed

The Blow Out Dry Bar Llc not yet open

Laredo Brewing company Llc Monday to Sunday 12pm to 12am

De La Paz Cleaning and Rental Services Monday to Saturday 8am to 5pm Sunday Closed

My Dress Monday to Saturday 11am to 7pm Sunday Closed

Picate Mucho Monday Closed Tuesday & Wednesday 12pm to 10pm Thurs 12pm to 11pm Saturday & Sunday 12pm to 12am.

Pro Mega Santa Barra Monday to Saturday 5pm to 2am

Gorilla Smoke and Grill Monday Closed Tuesday to Sunday 11am to 10pm

CMG Mortgage Monday to Friday 8am to 5pm Saturday & Sunday Closed

Chic & Charm Nails Spa Monday to Saturday 10am to 7:30pm Sunday Closed

K Dup Bab Restaurant Monday Closed Tuesday to Thursday 11am to 10pm Friday & Saturday 11am to 11pm Sunday 11am to 7pm.

Luis Angel Saito Not yet Open

Trimfit Gym Monday 5am to 12am Tuesday Wednesday Thrusday Closed Friday 12am 10pm Saturday & Sunday 7am to 9pm


ZC-039-2024
ATTENTION
CITY OF LAREDO
PLANNING & ZONING
PROPOSED (Restaurant Serving Alcohol)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-116

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOTS 1 AND 2, BLOCK 3 KHALEDI HEIGHTS SUBDIVISION, UNIT 3 AND LOT 3, BLOCK 3, KHALEDI HEIGHTS SUBDIVISION, UNIT 2, LOCATED AT 3902, 3910, AND 3920 EAST DEL MAR BOULEVARD (RESPECTIVELY), SUITES 101, 102, AND OUTDOOR PATIO ONLY (4,758 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1 and 2, Block 3 Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 101, 102, and outdoor patio only (4,758 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on June 10, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1 and

2, Block 3 Khaledi Heights Subdivision, Unit 3 and Lot 3, Block 3, Khaledi Heights Subdivision, Unit 2, located at 3902, 3910, and 3920 East Del Mar Boulevard (respectively), Suites 101, 102, and outdoor patio only (4,758 square feet).

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

1. The Special Use Permit is issued to Renata M. Trevino, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,768 square feet located within Suites 101,102, and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday 8:00am to 8:00pm, Tuesday to Thursday 8:00am to 12:00am (midnight), and Friday to Saturday 8:00am to 2:00am.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and

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

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;

2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

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

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

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Final Readings 22.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.7479 acres, as further described by metes and bounds in attached Exhibit A, located south of East Ash Street and east of North Smith Avenue, from AG (Agricultural District) to R-1 (Single Family Residential District).

ZC-041-2024
District IV

Council District: District 4 **Zone Case:** ZC-041-2024

Letters sent to property owners: 32

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 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 06/24/2024

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

Initiated By: Landa Investments, LLC, Owner; Florentino Caballero, PE, Applicant/Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-117 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.7479 acres, as further described by metes and bounds in attached Exhibit A, located south of East Ash Street and east of North Smith Avenue, from AG (Agricultural District) to R-1 (Single Family Residential District).

ZC-041-2024
District IV

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced by City Council.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr

Proposed use: Single Family Residential

Site: The site is currently vacant undeveloped land.

- The proposed site is included in the Airport Noise Zoning District, Subdistrict B, which includes the area within 70 Ldn to 75 Ldn noise exposure area.

Surrounding land uses: To the north of the site is predominantly multifamily residential uses, vacant undeveloped land, and East Ash Street. To the east of the site is vacant undeveloped and Paul Young Ranch Lake. To the south of the site is East Frost Street and single-family residential uses. To the west of the site is North Elm Street, East Plum Street, East Frost Street, and mixed-residential uses.

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 does not identify Elm Street, Locust Street, or Plum Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 32 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 7 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 abuts a large area of R-1 (Single Family Residential District) to the south of the site.
2. The proposed use is compatible with the residential uses in the surrounding area since there are already established single-family residential uses.
3. The proposed use is not anticipated to negatively impact the surrounding area or neighborhood.

* Please note the proposed site is included in the Airport Noise Zoning District, Subdistrict B, which includes the area within 70 Ldn to 75 Ldn noise exposure area.
* Please note the applicant must comply with the construction standards as stated in the Laredo Land Development Code, Appendix N, *Noise Attenuation Performance Standards for Structures Located within Airport Noise Specific Use Zoning Overlay Districts*.

Staff **supports** the application.

R-1. The purpose of the R-1 (Single Family Residential District) is to provide an area for residential uses and those public and semi-public uses normally considered and integral part of the residential neighborhood they serve.

Is this change contrary to the established land use pattern?
No. There are similar uses to the south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-1 zoning districts to the south of the site.

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 AG does not allow for the residential uses intended by the applicant.

Attachments

Maps
Survey, Metes, & Bounds
Zone Change Signage
Final Ordinance



AERIAL MAP

1 inch = 250 feet

ZC-041-2024

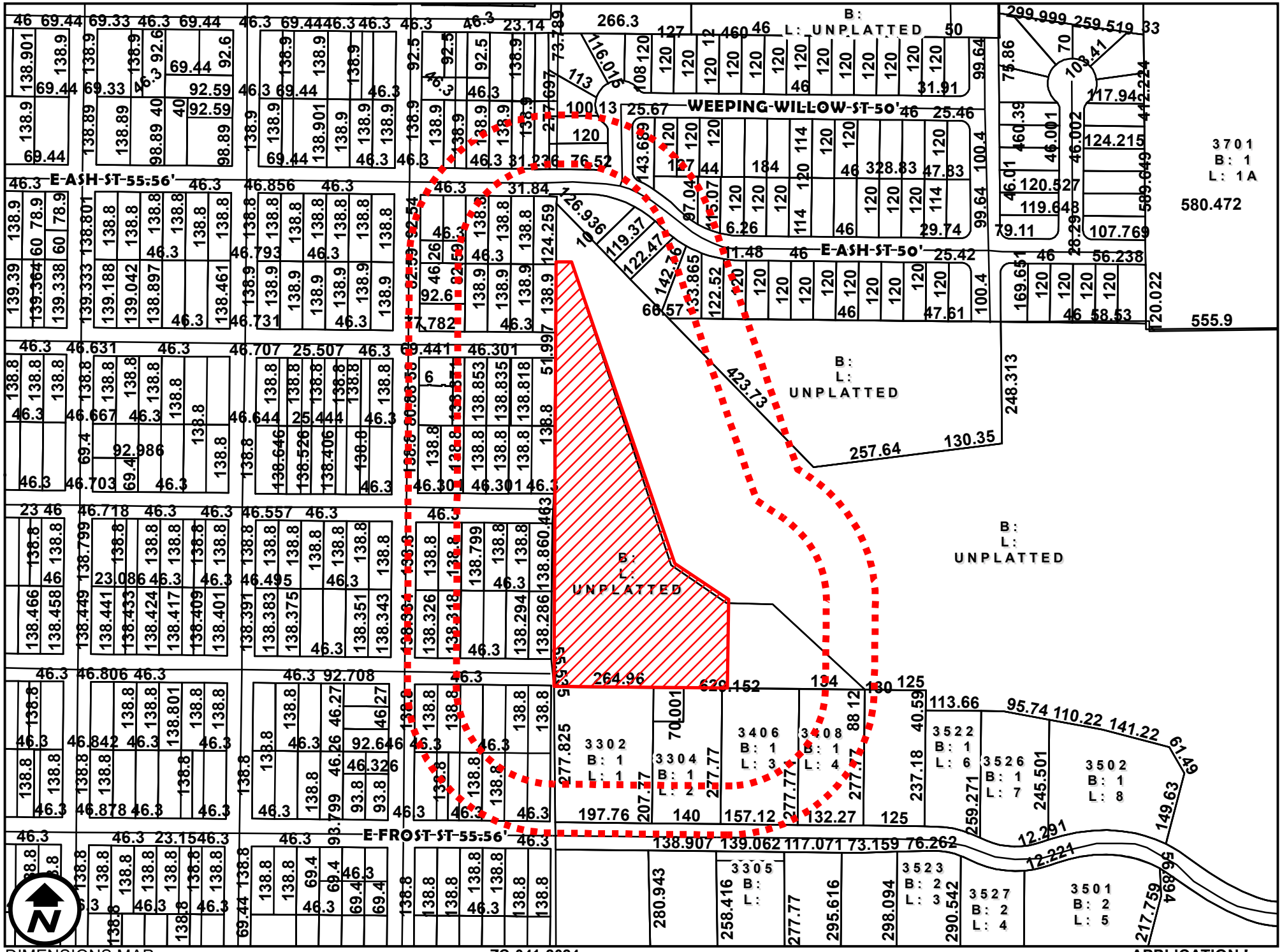
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION F

AG (AGRICULTURAL DISTRICT, T

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



DIMENSIONS MAP

1 inch = 250 feet

ZC-041-2024

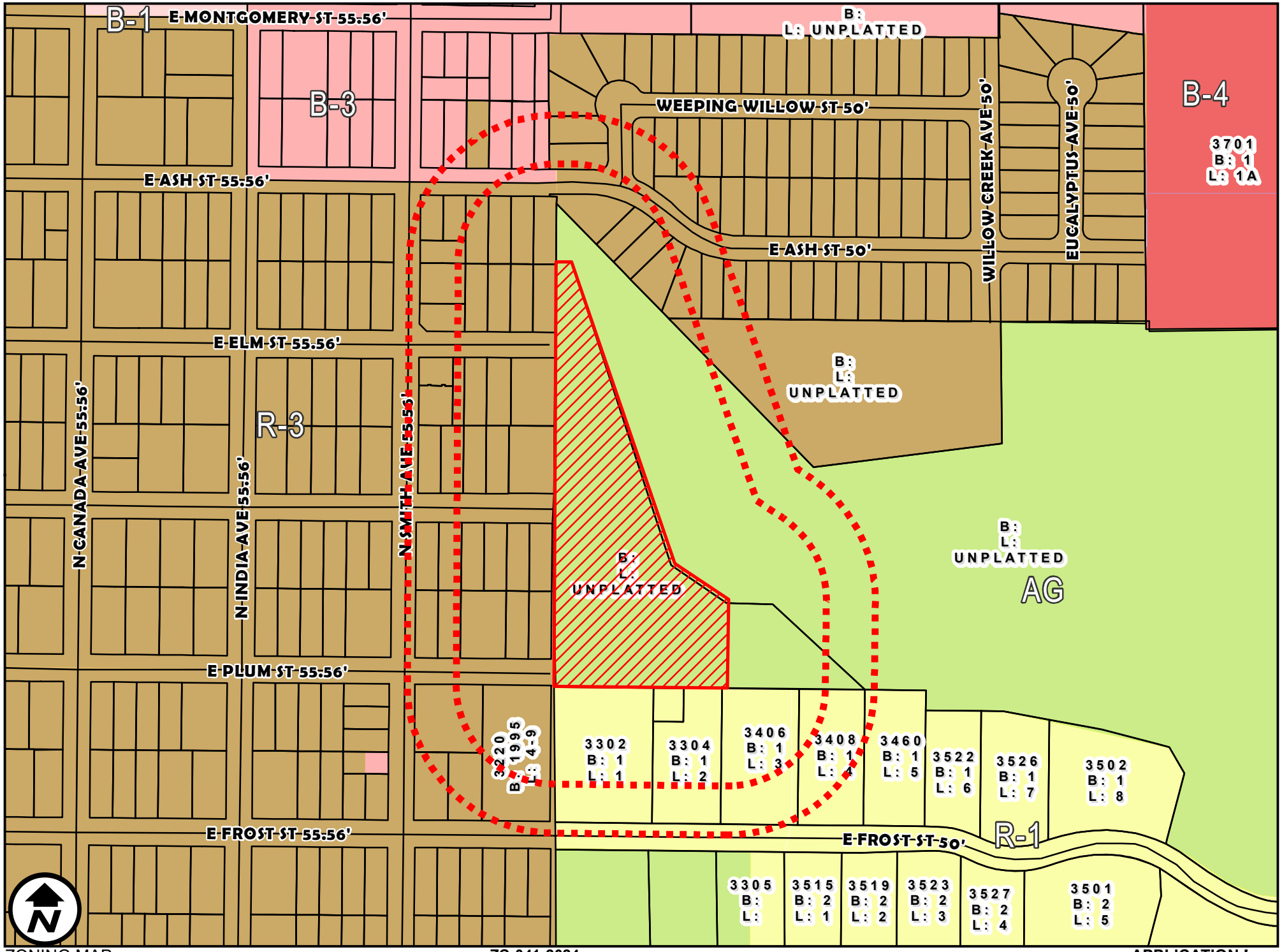
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION I

AG (AGRICULTURAL DISTRICT,

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



ZONING MAP

1 inch = 250 feet

ZC-041-2024

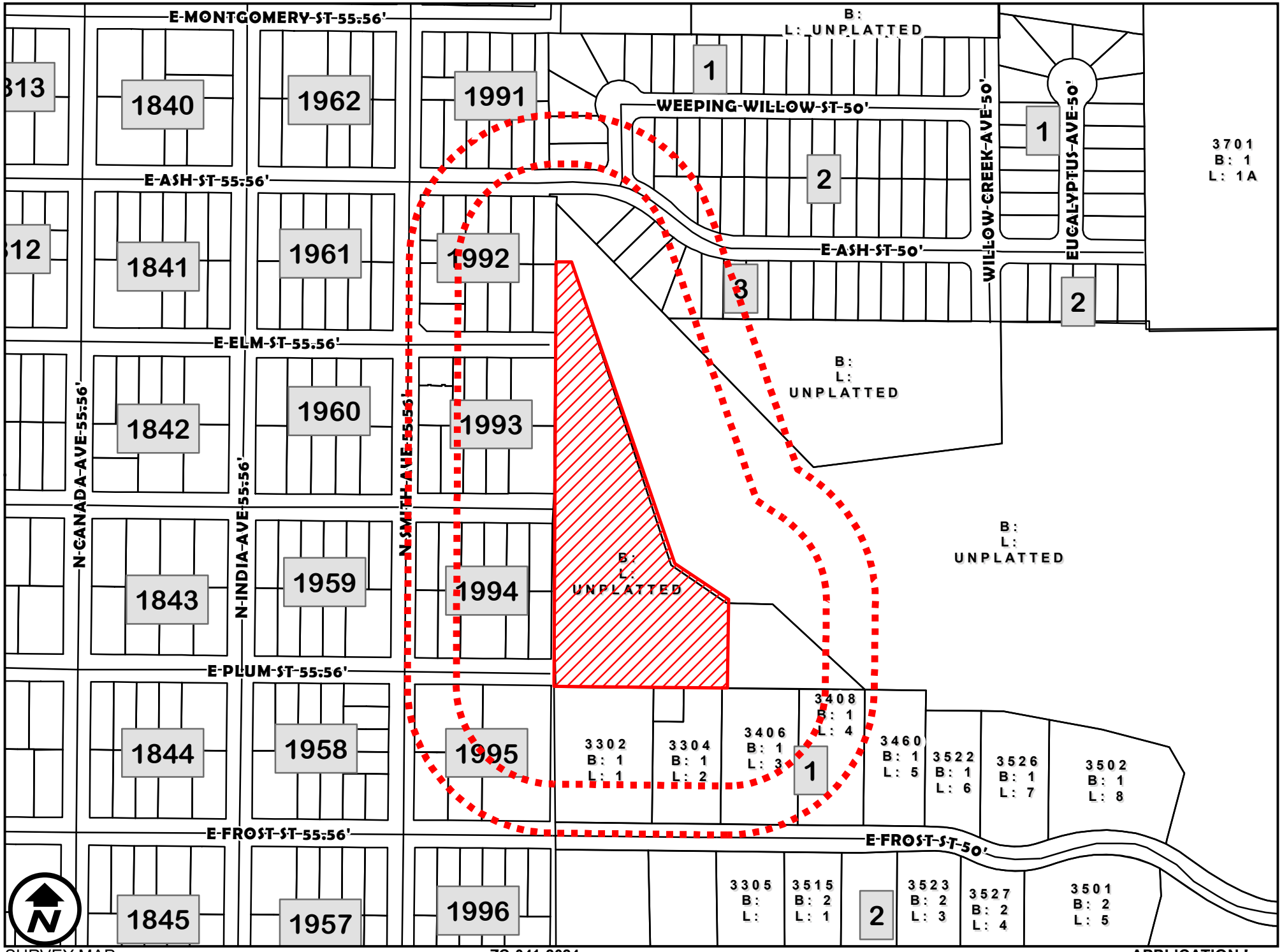
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION I

AG (AGRICULTURAL DISTRICT, TO

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



SURVEY MAP

1 inch = 250 feet

ZC-041-2024

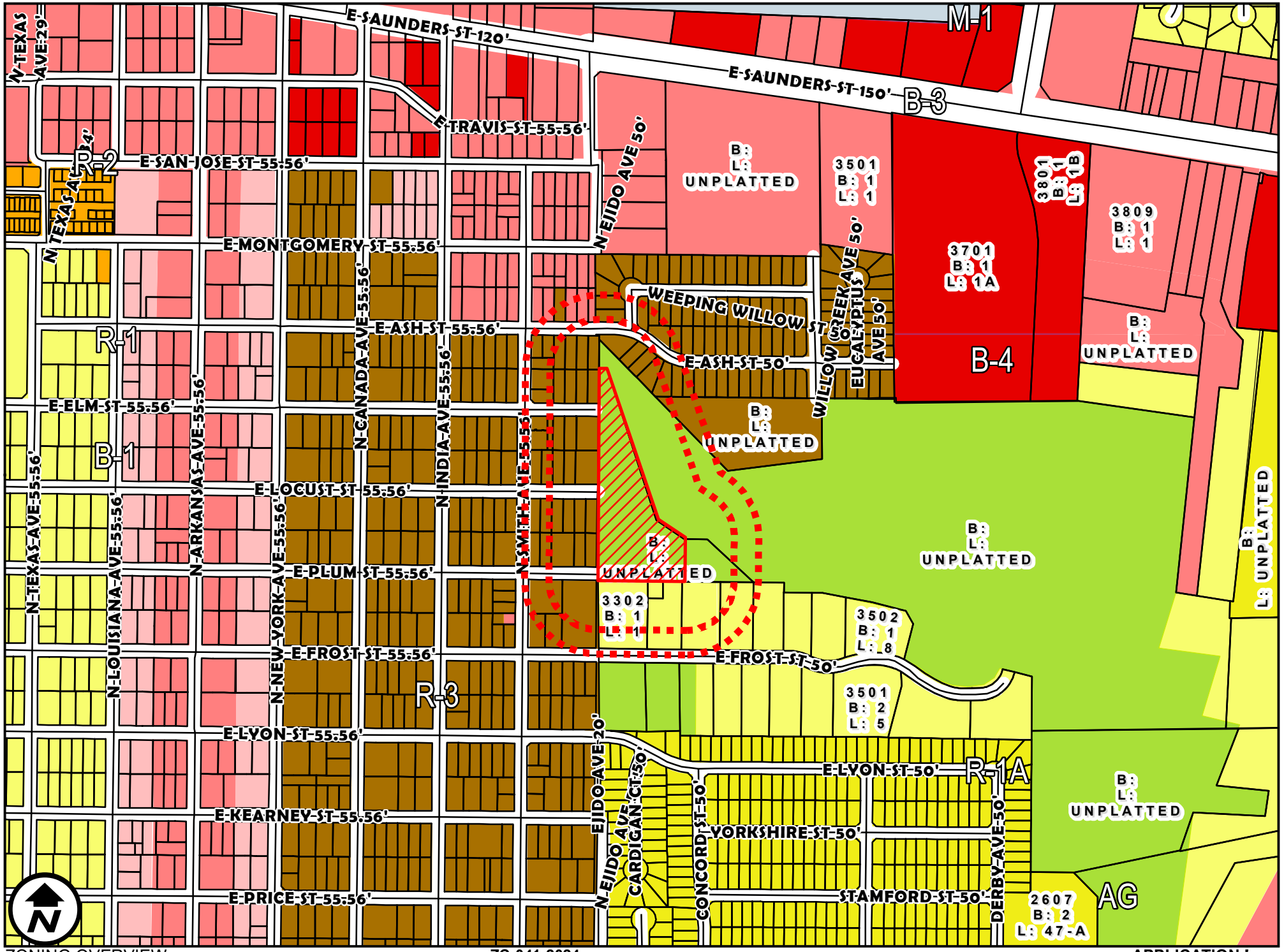
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION I

AG (AGRICULTURAL DISTRICT, [illegible]

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



ZONING OVERVIEW

1 inch = 500 feet

ZC-041-2024

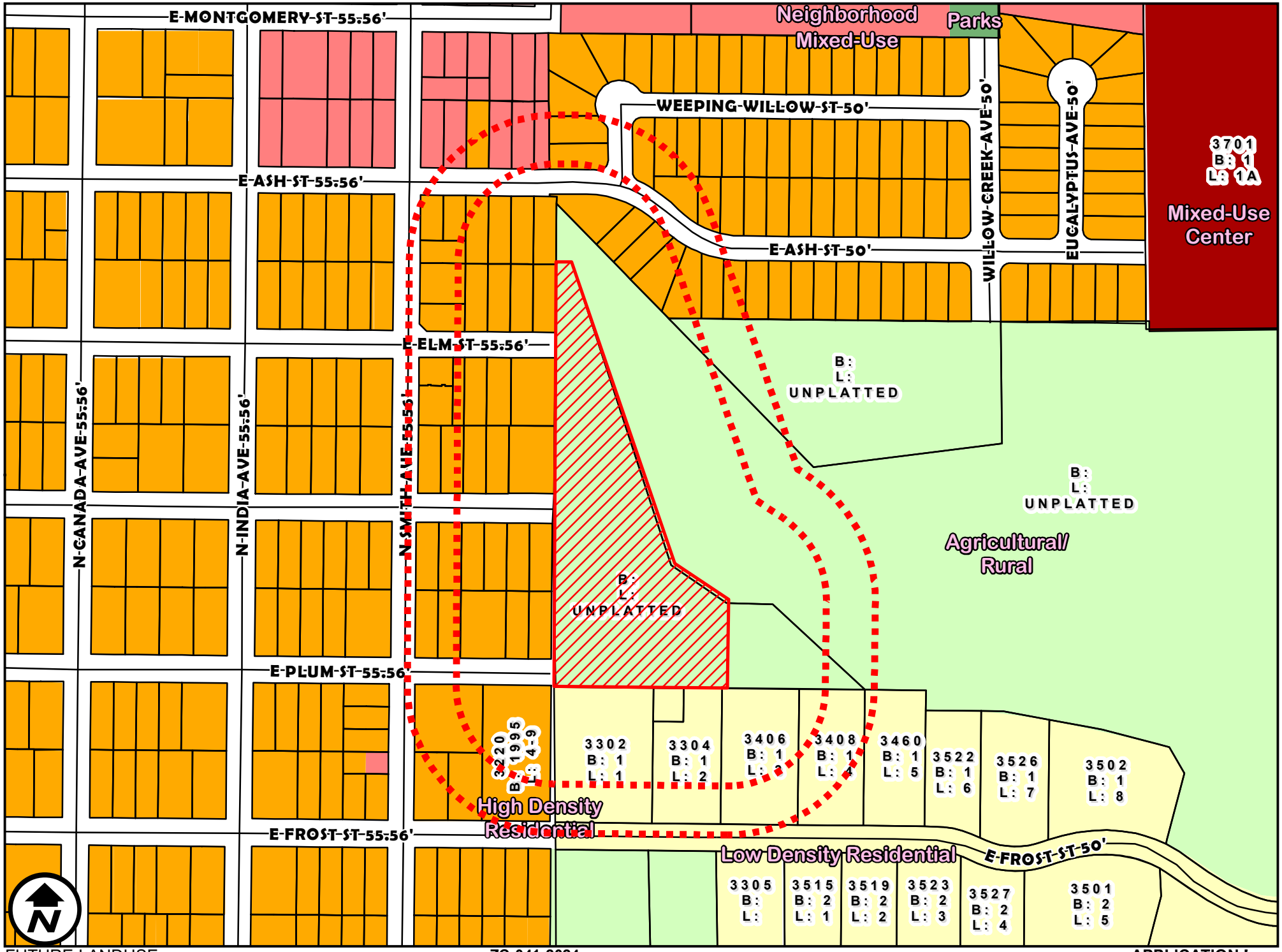
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION F

AG (AGRICULTURAL DISTRICT, [illegible]

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



FUTURE LANDUSE

1 inch = 250 feet

ZC-041-2024

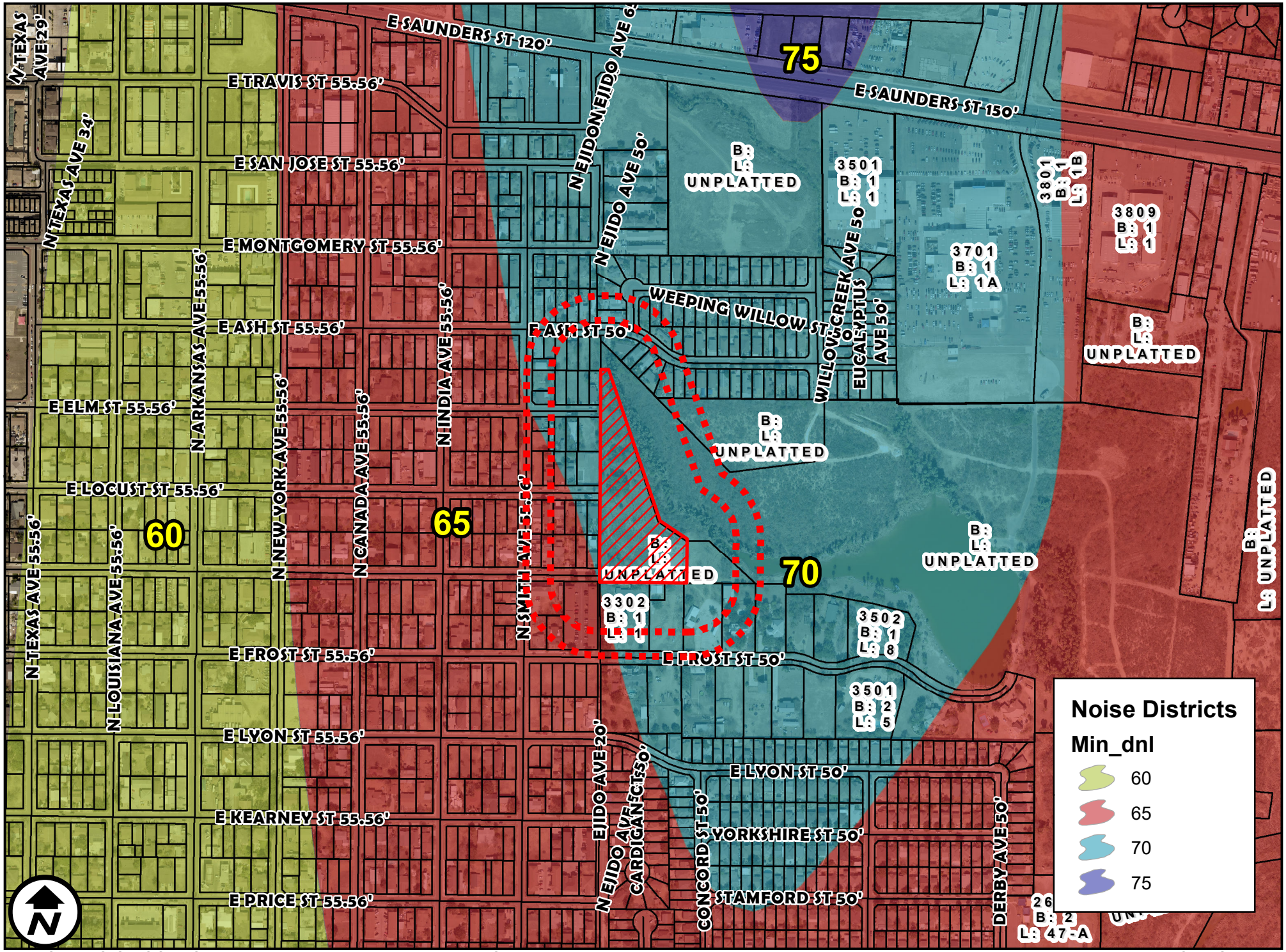
COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION I

AG (AGRICULTURAL DISTRICT, [illegible]

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

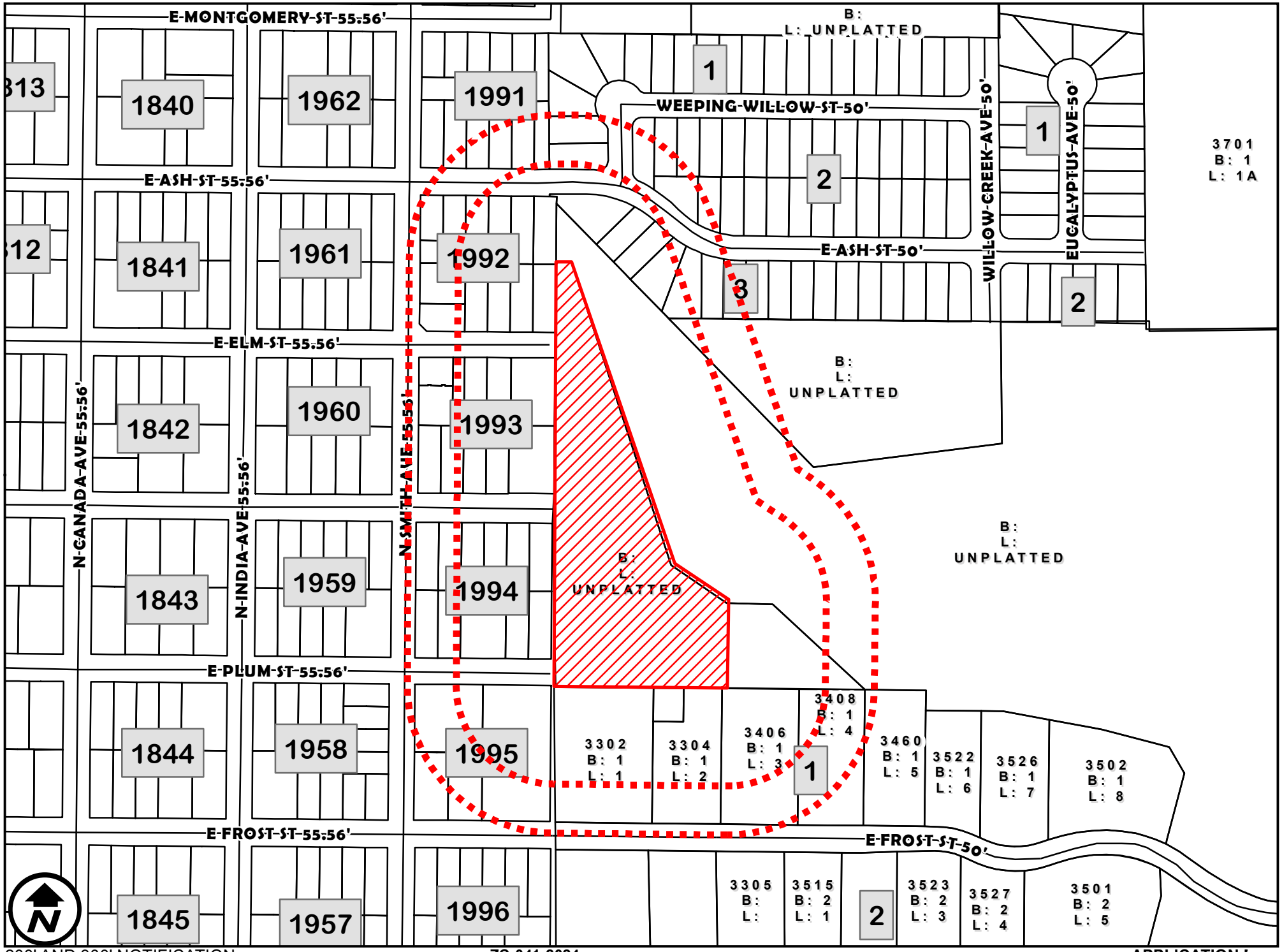


AIRPORT NOISE CONTOUR

1 inch = 500 feet

ZC-041-2024
COUNCIL DISTRICT 4
SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION F
AG (AGRICULTURAL DISTRICT)
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-041-2024

COUNCIL DISTRICT 4

SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE

APPLICATION F

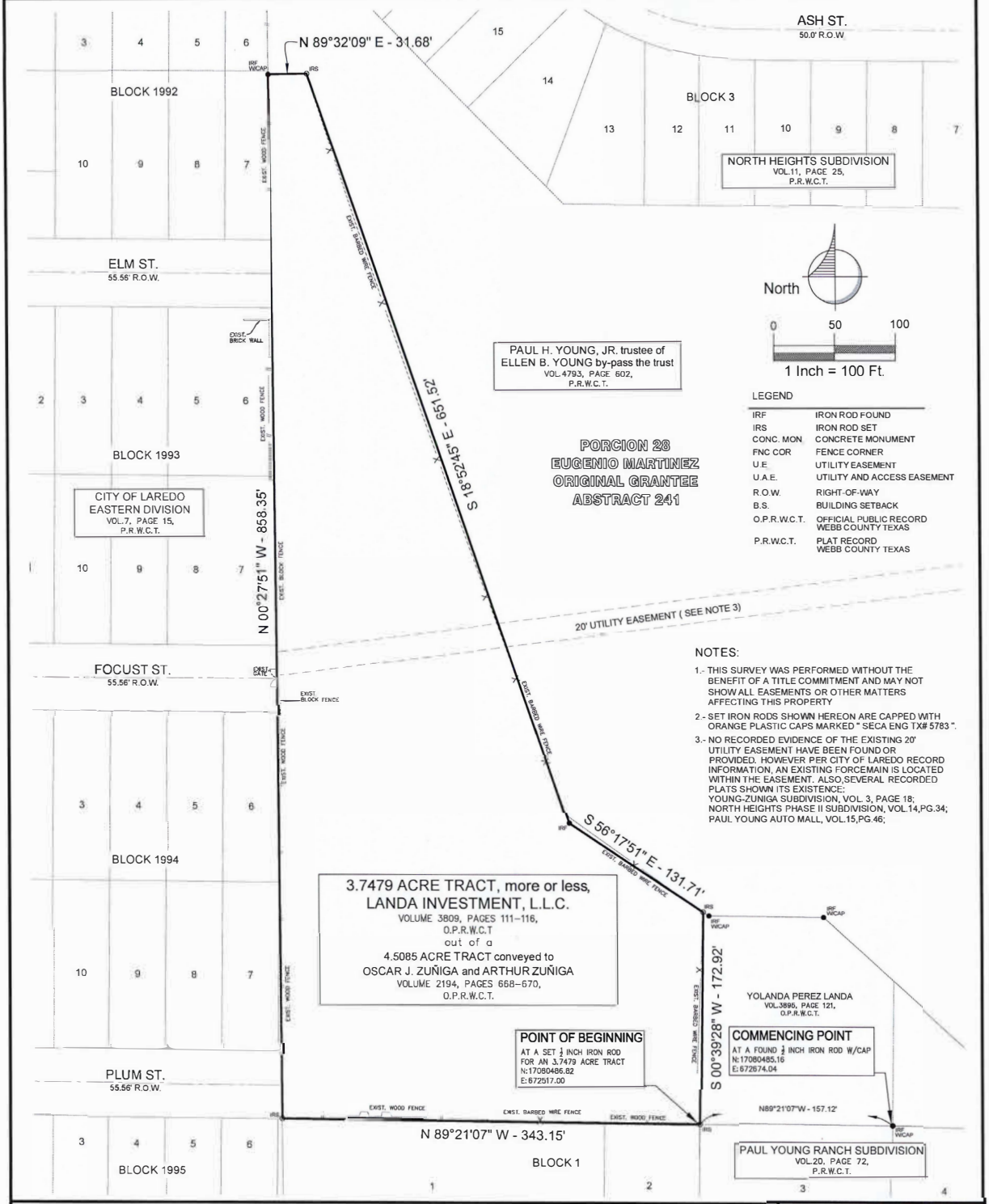
AG (AGRICULTURAL DISTRICT, [illegible]

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

Exhibit A

N89°27'41"E RECORD 65.00' INFORMATION	S33°29'20"W 161.24' AS MEASURED IN FIELD	● 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED) ○ 1/2" IRON ROD SET	⊠ CONCRETE MONUMENT ✕ BARBE WIRE FENCE	WOOD FENCE BLOCK FENCE	UTILITY POLE WROUGHT IRON	LIGHT POST

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:
VOL. 7 ,PAGE 15 , P.R.W.C.T.
VOL. 20 ,PAGE 72 , P.R.W.C.T.
VOL. 11 ,PAGE 25 , P.R.W.C.T.
VOL. 4793 ,PAGE 602 , O.P.R.W.C.T.
VOL. 2174 ,PAGE 668-670 , O.P.R.W.C.T.



LEGEND

IRF	IRON ROD FOUND
IRS	IRON ROD SET
CONC. MON.	CONCRETE MONUMENT
FNC COR	FENCE CORNER
U.E.	UTILITY EASEMENT
U.A.E.	UTILITY AND ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
B.S.	BUILDING SETBACK
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORD WEBB COUNTY TEXAS
P.R.W.C.T.	PLAT RECORD WEBB COUNTY TEXAS

NOTES:

1.- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY

2.- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED " SECA ENG TX# 5783 ".

3.- NO RECORDED EVIDENCE OF THE EXISTING 20' UTILITY EASEMENT HAVE BEEN FOUND OR PROVIDED. HOWEVER PER CITY OF LAREDO RECORD INFORMATION, AN EXISTING FORCEMAIN IS LOCATED WITHIN THE EASEMENT. ALSO,SEVERAL RECORDED PLATS SHOWN ITS EXISTENCE: YOUNG-ZUNIGA SUBDIVISION, VOL. 3, PAGE 18; NORTH HEIGHTS PHASE II SUBDIVISION, VOL.14,PG.34; PAUL YOUNG AUTO MALL, VOL.15,PG.46;

SURVEY

SHOWING A TRACT OF LAND

CONTAINING, 3.7479 ACRES, MORE OR LESS,
SITUATED IN PORCION 28, ABSTRACT 241,
EUGENIO MARTINEZ, ORIGINAL GRANTEE
WEBB COUNTY, TEXAS
OUT OF
4.5085 ACRE TRACT CONVEYED TO
OSCAR J. ZUÑIGA AND ARTHUR ZUÑIGA
VOLUME 2194, PAGES 668-670
O.P.R.W.C.T.

CONTROLLING MONUMENTS:
½" IRON RODS FOUND AT THE NORTHWEST AND NORTHEAST CORNER OF LOT 3,BLOCK 1, PAUL YOUNG RANCH SUBDIVISION, AS RECORDED IN VOL.20, PG. 72, P.R.W.C.T.

BASIS OF BEARING:
TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205, NAD83.

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1701 JACAMAN RD., LAREDO, TEXAS 78041
E-mail :hseca@seca-engineering.com
TXLS Firm Registration # 100138-00
OFFICE: (956) 753-3014 FAX: (855) 316-2265

I, HUGO SECA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM OFFICE RECORD INFORMATION AVAILABLE AND FROM AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
HUGO SECA
5783
PROFESSIONAL
LAND SURVEYOR

Executed this 22th day of March, 2024

HUGO SECA, R.P.L.S.

SCALE: 1" = 100'		DRAWN BY: J.L.B.	
FIELD DATE: 03-11-24		CHECKED BY: H.S.	
SURVEYED BY: B.U.		SECA ENGINEERING JOB No. SECA - 2024S102	

©2024

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 Jacaman Rd., Suite #11
Laredo, TX 78041
(956) 235-1594
TBPE Certificate of Registration No. F-10071
Texas Licensed Surveying Firm No. 100138-00

Legal Description for a Tract of Land containing 3.7479 acres, more or less, situated in Porcion 28, Eugenio Martinez, Original Grantee, Abstract 241, Webb County, Texas

A tract of land containing 3.7479 acres, more or less, situated in Porcion 28, Eugenio Martinez, Original Grantee, Abstract 241, Webb County, Texas, said 3.7479 acres, more or less, being out of a tract of land called to contain 4.5085 acres, conveyed to Oscar J. Zuniga and Arthur Zuniga, as recorded in Volume 2194, Pages 668-670, Official Public Records of Webb County, Texas, and said 4.5085-acre tract, originally out of tract called to contain 180.06 acres, described as Tract III, conveyed to Paul Young., as recorded in Volume 262, Pages 236-240, Deed Records of Webb County, Texas, this tract of land containing 3.7479 acres, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod with cap (GPS N:17080485.16; E:672674.04) found on the common boundary line between Paul Young Ranch Subdivision, as recorded in Volume 20, Page 72, Plat Records of Webb County, Texas, and a tract of land called to contain 0.5783 acres, conveyed to Yolanda Perez Landa, as recorded in Volume 3895, Page 121, Official Public Records of Webb County, Texas, same iron rod being the northeast corner of Lot 3, Block1, the northwest corner of Lot 4, Block 1, of said Paul Young Ranch Subdivision; **THENCE,** N 89° 21' 07" W, along the common boundary line between Paul Young Ranch Subdivision and the Yolanda Perez Landa Tract, a distance of 157.12 feet to a found ½" iron rod (GPS N:17080486.82; E:672517.00), same being the northeast corner of Lot 2, Block1, the northwest corner of Lot 3, Block 1, Paul Young Ranch Subdivision, and the **POINT-OF-BEGINNNING** of this tract of land containing 3.7479 acres, more or less, the southeast corner hereof;

THENCE, N 89° 21' 07" W, along the common boundary line between this tract and Paul Young Ranch Subdivision, at 78.30 feet past a found ½" iron rod, a total distance of 343.15 feet to a set ½" iron rod, same being the northwest corner of Paul Young Ranch Subdivision and on the easterly limits of the Eastern Division, City of Laredo, Webb County, Texas, the southwest corner hereof;

THENCE, N 00° 27' 51" W, along the common boundary line between this tract and the Eastern Division, City of Laredo, Webb County, Texas, a distance of 858.35 feet to a found ½" iron rod with cap, same being on the common boundary between this tract and a tract of land conveyed to Paul H. Young, Jr., Trustee of the Ellen B. Young By-Pass Trust, as recorded in Volume 4793, Page 602, Official Public Records of Webb County, Texas, the northwest corner hereof;

THENCE, along the common boundary line between this tract and the Paul H. Young, Jr., Trustee of the Ellen B. Young By-Pass Trust, tract the following calls and distances:

THENCE, N 89° 32 '09" E, a distance of 31.68 feet to a set ½" iron rod, the northeast corner hereof;

THENCE, S 18° 52' 45" E, a distance of 651.52 feet to a found ½" iron rod, an interior corner hereof;

THENCE, S 56° 17' 51" E, a distance of 131.71 feet to a set ½" iron rod, same being the northwest corner of the said Yolanda Perez Landa Tract, an exterior corner hereof;

THENCE, S 00° 39' 28" W, along the common boundary line between this tract and the Yolanda Perez Landa Tract, a distance of 172.92 feet to the **POINT OF BEGINNING** of this tract of land containing 3.7479 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

STATE OF TEXAS
COUNTY OF WEBB

I, Hugo Seca, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Legal Description and the Plat of Survey attached are true and correct and were prepared from record information and from an actual survey on the ground made under my supervision.

Executed this 22nd day of March, 2024.

Hugo Seca, RPLS No. 5783 – Texas




22-041-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO R-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-117

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 3.7479 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF EAST ASH STREET AND EAST OF NORTH SMITH AVENUE, FROM AG (AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 3.7479 acres, as further described by metes and bounds in attached Exhibit A, located south of East Ash Street and east of North Smith Avenue, from AG (Agricultural District) to R-1 (Single 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 May 16, 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 June 10, 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 3.7479 acres, as further described by metes and bounds in attached Exhibit A, located south of East Ash Street and east of North Smith Avenue, from AG (Agricultural District) to R-1 (Single 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 of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 23.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 1431, Eastern Division, located at 1408 South Milmo Avenue, from B-3 (Community Business District) to R-3 (Mixed Residential District).

ZC-045-2024
District III

Council District: District 3 **Zone Case:** ZC-045-2024

Letters sent to property owners: 27

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 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 06/24/2024

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

Initiated By: Fidel A Hernandez/Elvia Angelina Reyes, Owner; Elvia Angelina Reyes, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-118 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 1431, Eastern Division, located at 1408 South Milmo Avenue, from B-3 (Community Business District) to R-3 (Mixed Residential District).

ZC-045-2024
District III

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced by City Council.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa.

Proposed use: Single Family Residential

Site: The site currently has inoperable vehicles, inoperable appliances, and a freestanding patio.

Surrounding land uses: To the north of the site is primarily mixed residential uses, Napoleon Street, and Mario's Tire Shop. To the east of the site is Milmo Avenue and predominantly mixed residential uses. To the south of the site a drainage easement and mixed residential uses. To the west of the site is US Highway 83, mixed residential uses, and Martinez Auto Electric.

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 does not identify Milmo Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 7 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, AN FH, OG, FiH), which includes R-3 zoning districts.

2. The proposed site meets the minimum lot width requirement of 46 feet for R-3 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot is approximately 46 feet.
3. The property meets the minimum lot depth requirement of 120 feet for R-3 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 139 feet.
4. The proposed residential use is compatible with the area since there are similar uses abutting to the north of the site.
5. There are R-3 zoning districts within the vicinity of the property located to the north and east of the site (across Milmo Avenue).

Staff **supports** the application.

R-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, 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?
No. There are similar residential uses to the east, north, and south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-3 zoning districts to the north and east of the site (across Milmo Avenue).

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 B-3 does not allow for a mobile home intended by the applicant.

Attachments

Maps

Zone Change Signage

Final Ordinance

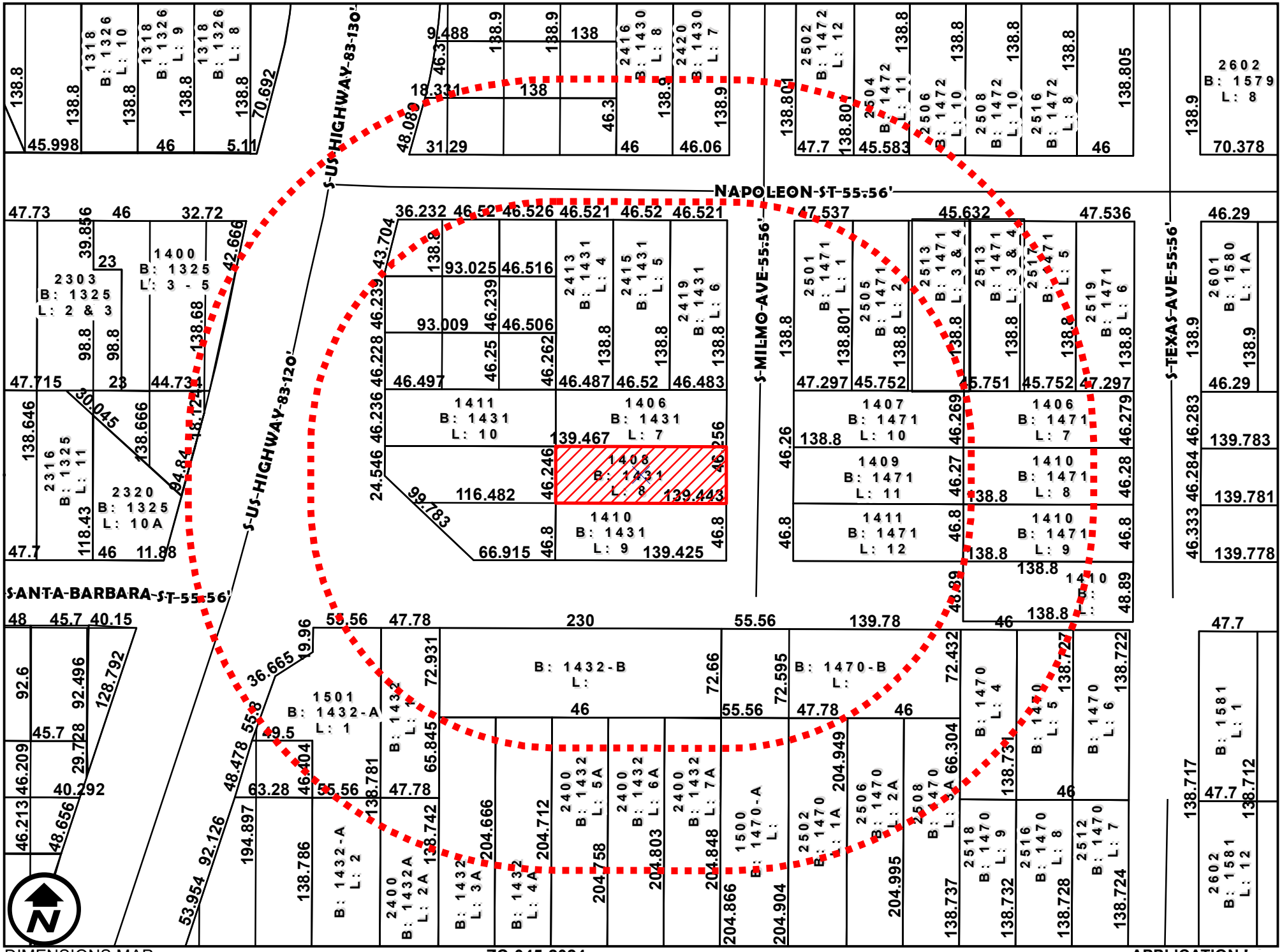


AERIAL MAP

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
R-3 (MIXED RESIDENTIAL DISTRICT)

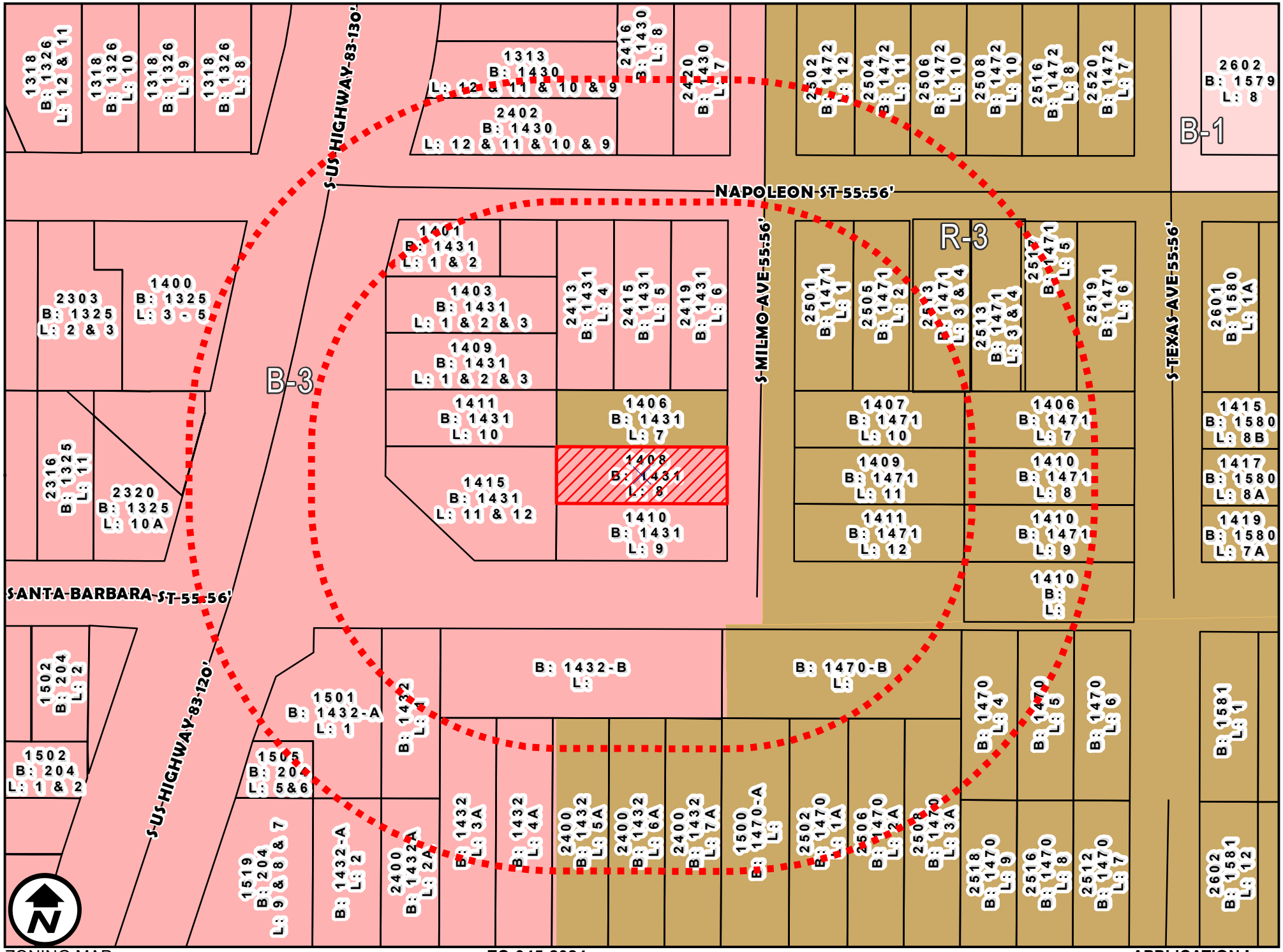


DIMENSIONS MAP

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT,
R-3 (MIXED RESIDENTIAL DISTRICT)

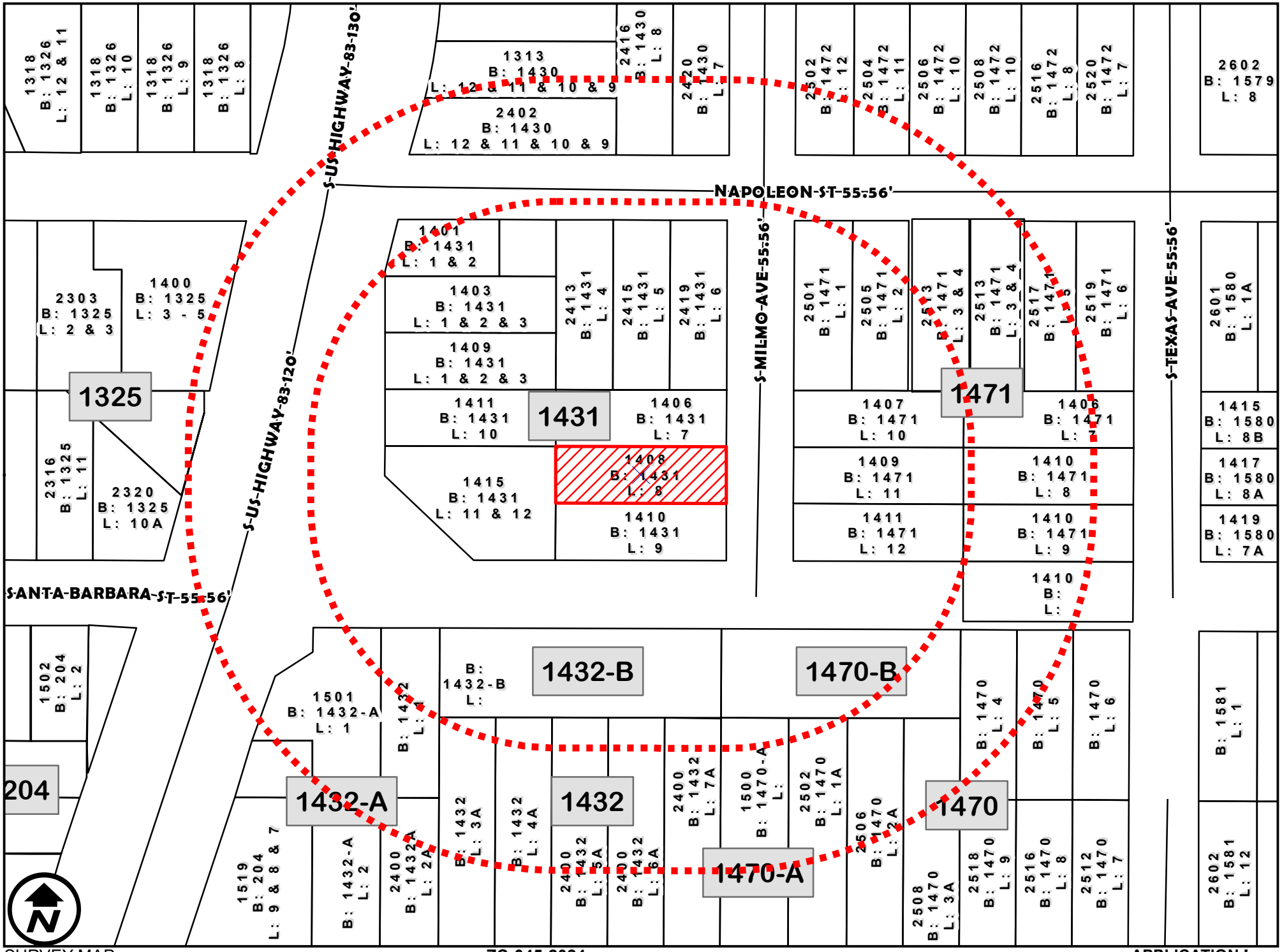


ZONING MAP

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
R-3 (MIXED RESIDENTIAL DISTRICT)

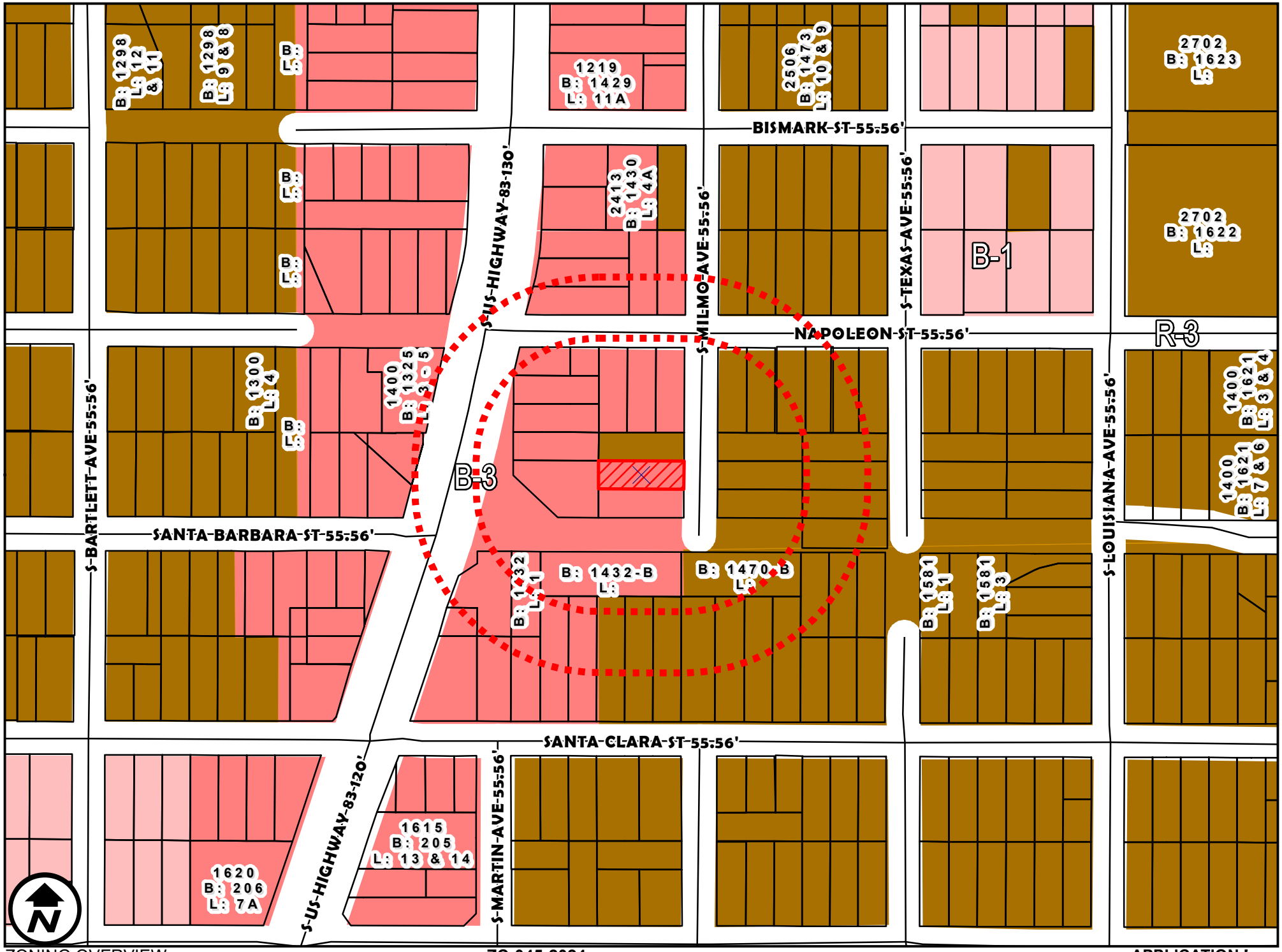


SURVEY MAP

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT,
R-3 (MIXED RESIDENTIAL DISTRICT)

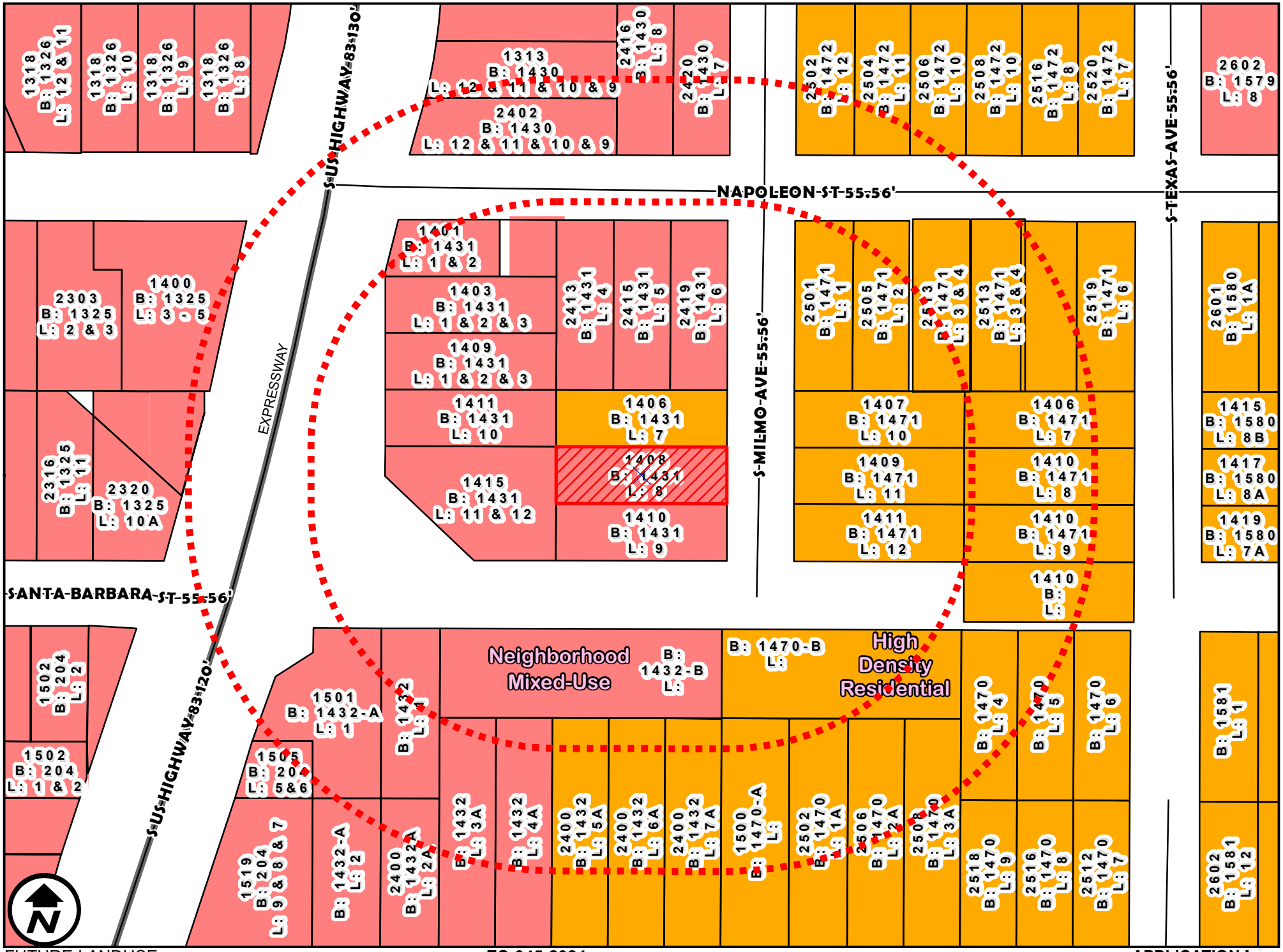


ZONING OVERVIEW

1 inch = 200 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
R-3 (MIXED RESIDENTIAL DISTRICT)

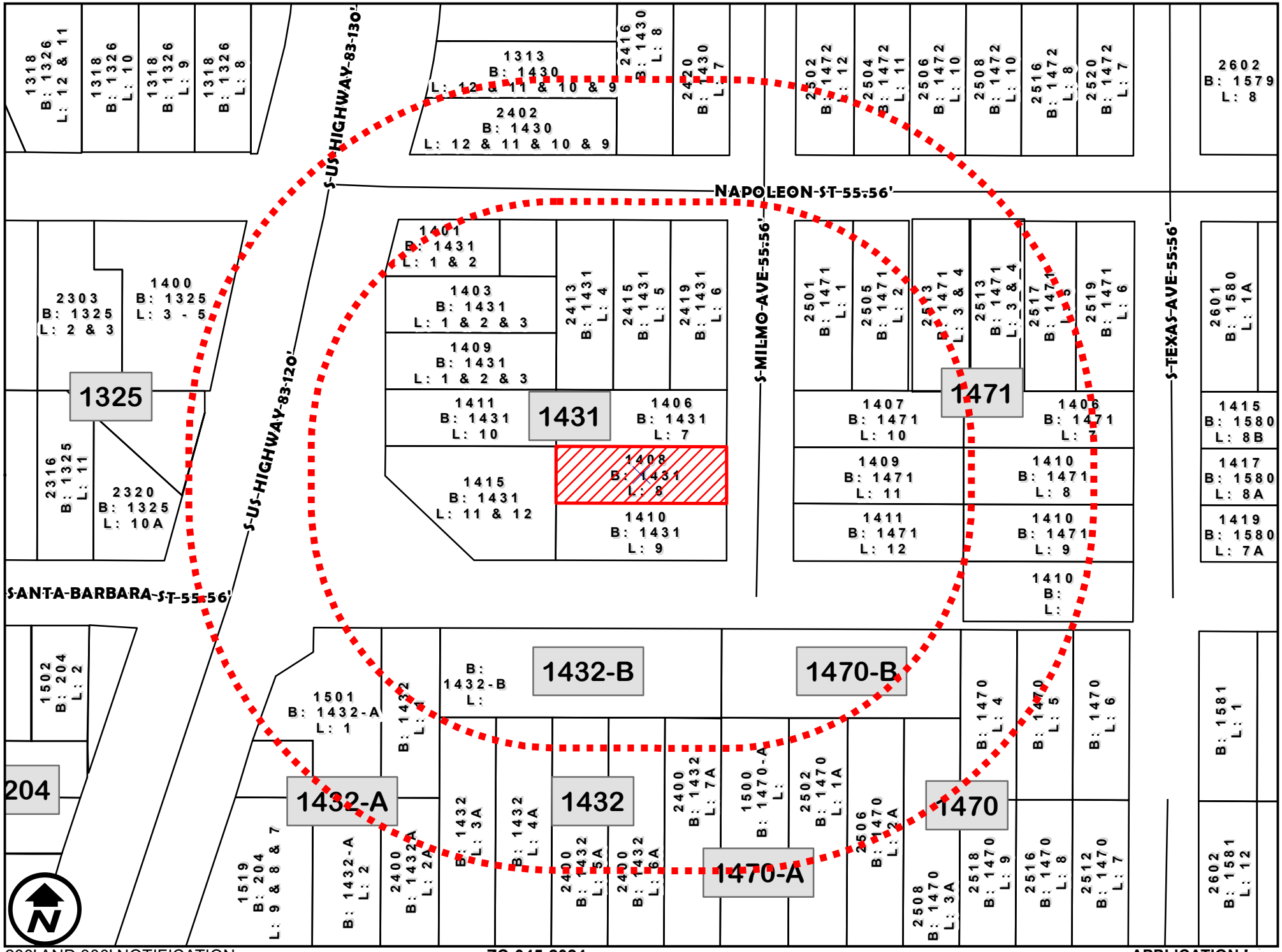


FUTURE LANDUSE

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT,
R-3 (MIXED RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-045-2024
COUNCIL DISTRICT 3
1408 SOUTH MILMO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT,
R-3 (MIXED RESIDENTIAL DISTRICT)


ZC-015-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM RD-3 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-118

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 8, BLOCK 1431, EASTERN DIVISION, LOCATED AT 1408 SOUTH MILMO AVENUE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 8, Block 1431, Eastern Division, located at 1408 South Milmo Avenue, from B-3 (Community Business District) to R-3 (Mixed 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 May 16, 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 June 10, 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 8, Block 1431, Eastern Division, located at 1408 South Milmo Avenue, from B-3 (Community Business District) to R-3 (Mixed 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 of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 24.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, Unit IV, located at 1701 Jacaman Road, Suite RB1 and outdoor patio only (2,350 square feet).

ZC-046-2024
District V

Council District: District 5 **Zone Case:** ZC-046-2024

Letters sent to property owners: 24

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

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

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the proposed special use permit with the requirement of submitting a lease agreement document for the parking lot located to the south of the property, and the documentation shall be provided before the City Council meeting.

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

City Council- Regular Meeting

Meeting Date: 06/24/2024

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

Initiated By: Reinhardt Properties, LLC, Owner; Casa Ramona, LLC. Applicant; Alexis Waller/Lebiram, LLC, Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-119 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, Unit IV, located at 1701 Jacaman Road, Suite RB1 and outdoor patio only (2,350 square feet).

ZC-046-2024
District V

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced by City Council.

BACKGROUND

Council District: V - Cm. Ruben Gutierrez, Jr.

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

Proposed use: Restaurant Serving Alcohol (Casa Ramona)

Site: The site is currently occupied by a commercial plaza that includes Casa Ramona (proposed restaurant), Frank Computer, Carla Salon, Barbershop, Accounting, Kirby Cleaning Service, Advance Physical, Phone Express, Peralta Insurance, Spa, RP Suites, Adams Printing, SR Construction, Seca Engineering, and Omega Financial.

Surrounding land uses: To north of the site is Jacaman Road, a commercial plaza (Guerra Centre) that includes La Bracitas Restaurant, Rock's Discount Vitamins -n- More, Dream Big Mortgage, Majestic Reception Hall, Motto Mortgage, Wacky World Party Place, Instyle Barbershop, and Re/Max Real Estate Services. and multifamily residential uses. To the east of the site is Bartlett Avenue, Rock Fitness Center, and Women's Rock Fitness Center. To the south of the site is vacant undeveloped land, apartments, and SCAN. To the west of the site is Saldana Avenue, Jacaman Square Plaza that includes Mobil 1 Lube Express, Laredo Colonic Hydrotherapy, Windshield Repair, Farmers Insurance, Glams Boutique, and Gus Fades Grooming Studio.

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 Jacaman Road as a Major Collector and does not identify Saldana Avenue

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

Letters sent to surrounding property owners: 24 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 6 to 0 vote recommended **approval** of the proposed special use permit with the requirement of submitting a lease agreement document for the parking lot located to the south of the property, and the documentation shall be provided before the City Council meeting.

STAFF RECOMMENDATION

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

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

1. The site does not meet the minimum distance requirement of 300 feet between the proposed use and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    1. The distance to the nearest residential district is approximately 201 feet.
2. The primary use is compatible with the comprehensive plan, but does not meet the performance standard under the Laredo Land Development Code. Please refer to comment 1.

*Please note: The parking calculations were determined at the time the certificate of occupancy was issued by Building Development Services.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Viridiana Gonzalez/Casa Ramona, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 2,350 square feet located within Suites RB1 and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Wednesday, 8:00am to 11:00pm and Thursday to Saturday, 8:00am to 2:00am.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing

onto adjacent streets and properties.

8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No. There is a restaurant located across Jacaman Road.

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

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

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

Attachments

Maps

Narrative

Site Plan
Tenant List
Lease Agreement
Zone Change Signage
Final Ordinance



AERIAL MAP

1 inch = 150 feet

ZC-046-2024

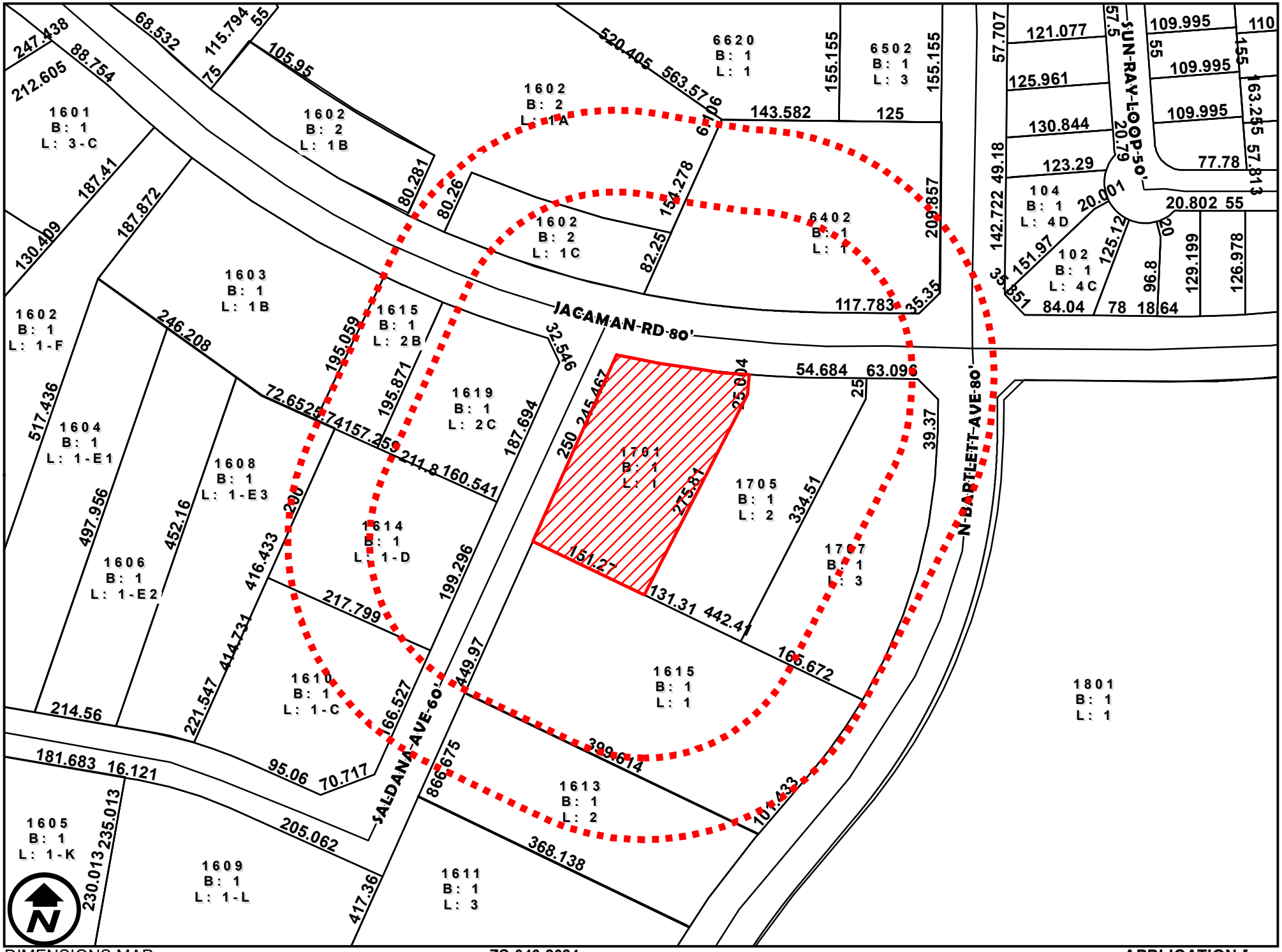
COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT) TO

S.U.P FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP

1 inch = 150 feet

ZC-046-2024

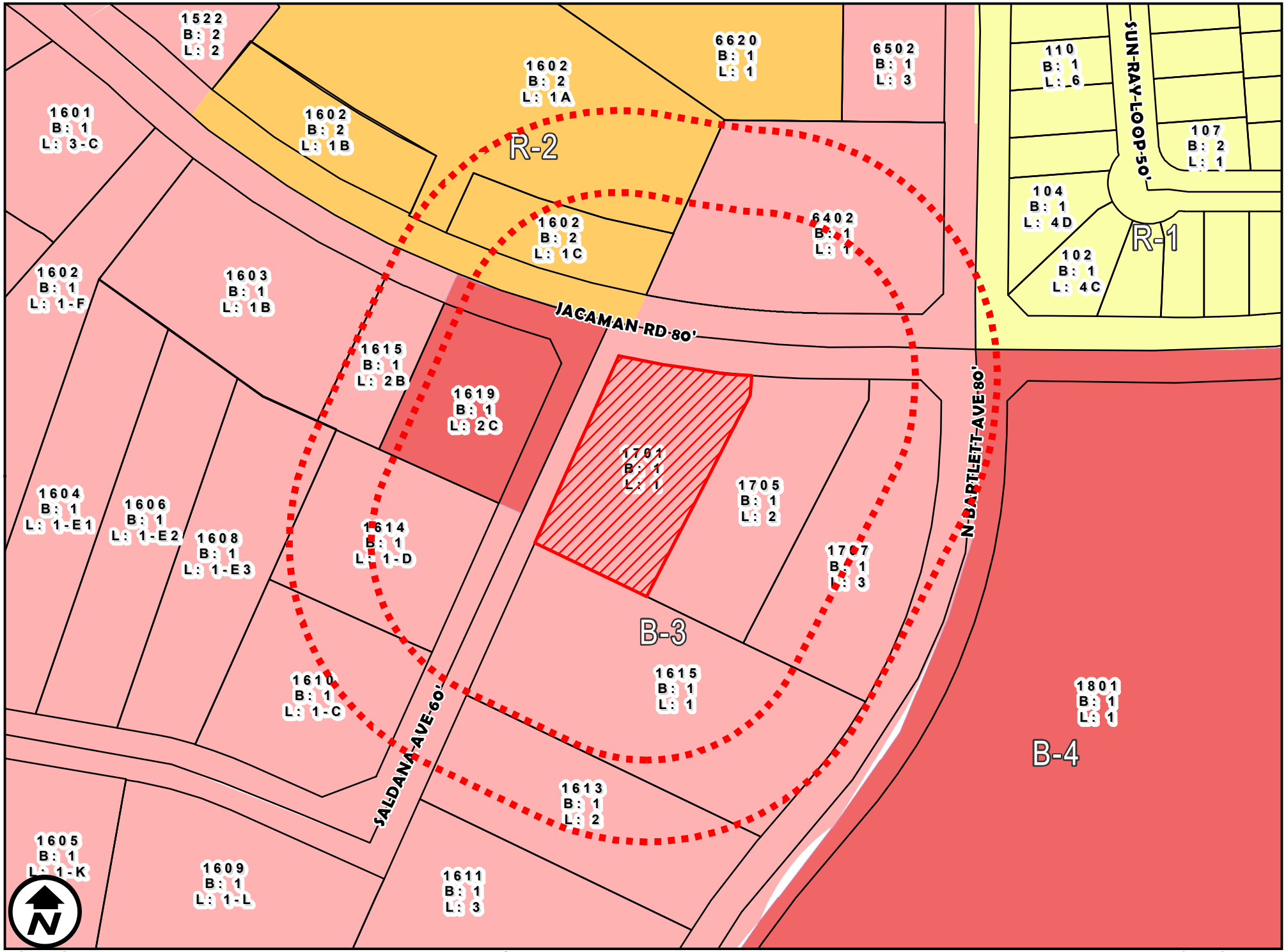
COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT) TO

S.U.P FOR RESTAURANT SERVING ALCOHOL



ZONING MAP

1 inch = 150 feet

ZC-046-2024

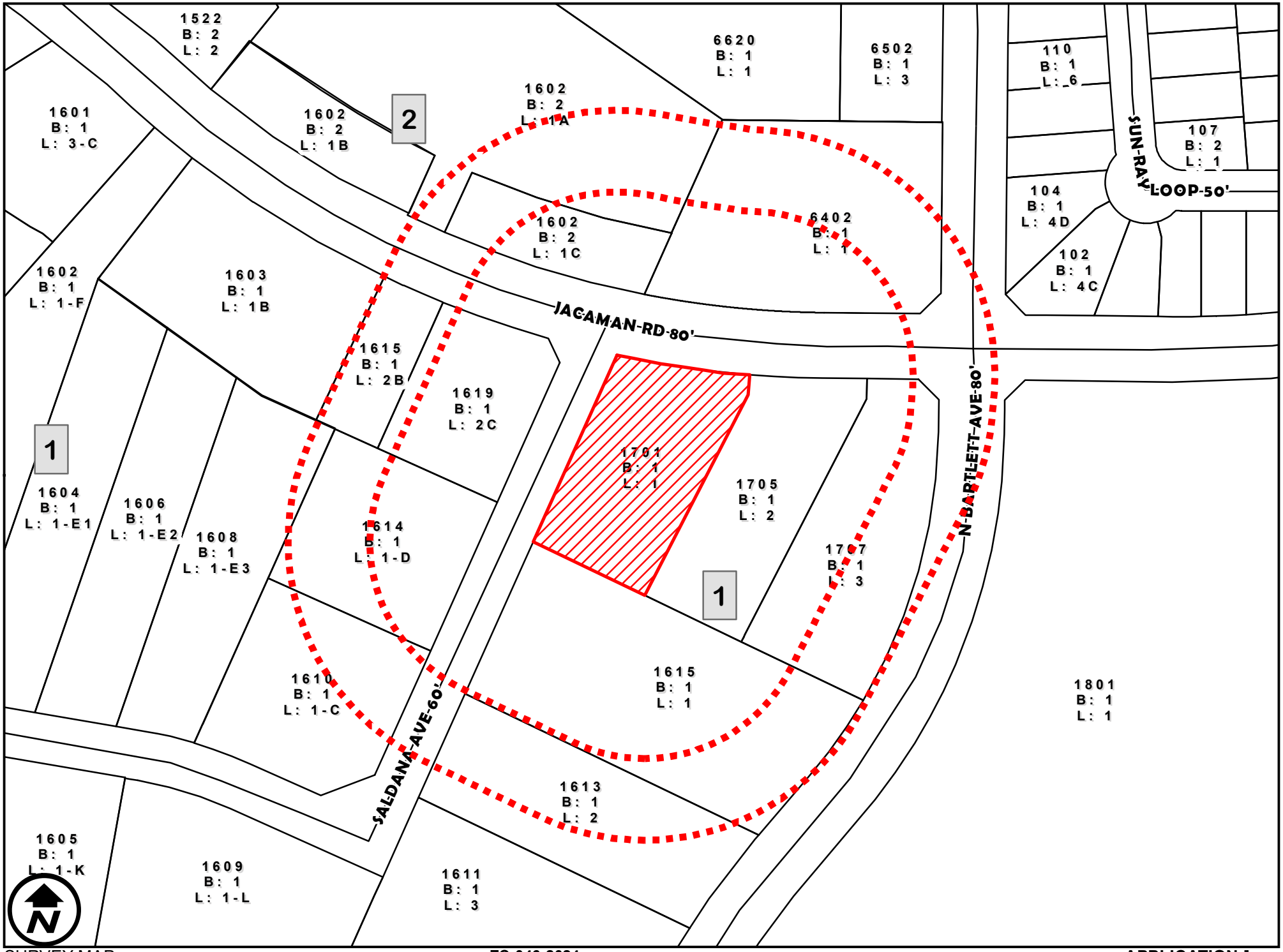
COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT)

S.U.P FOR RESTAURANT SERVING ALCOHOL

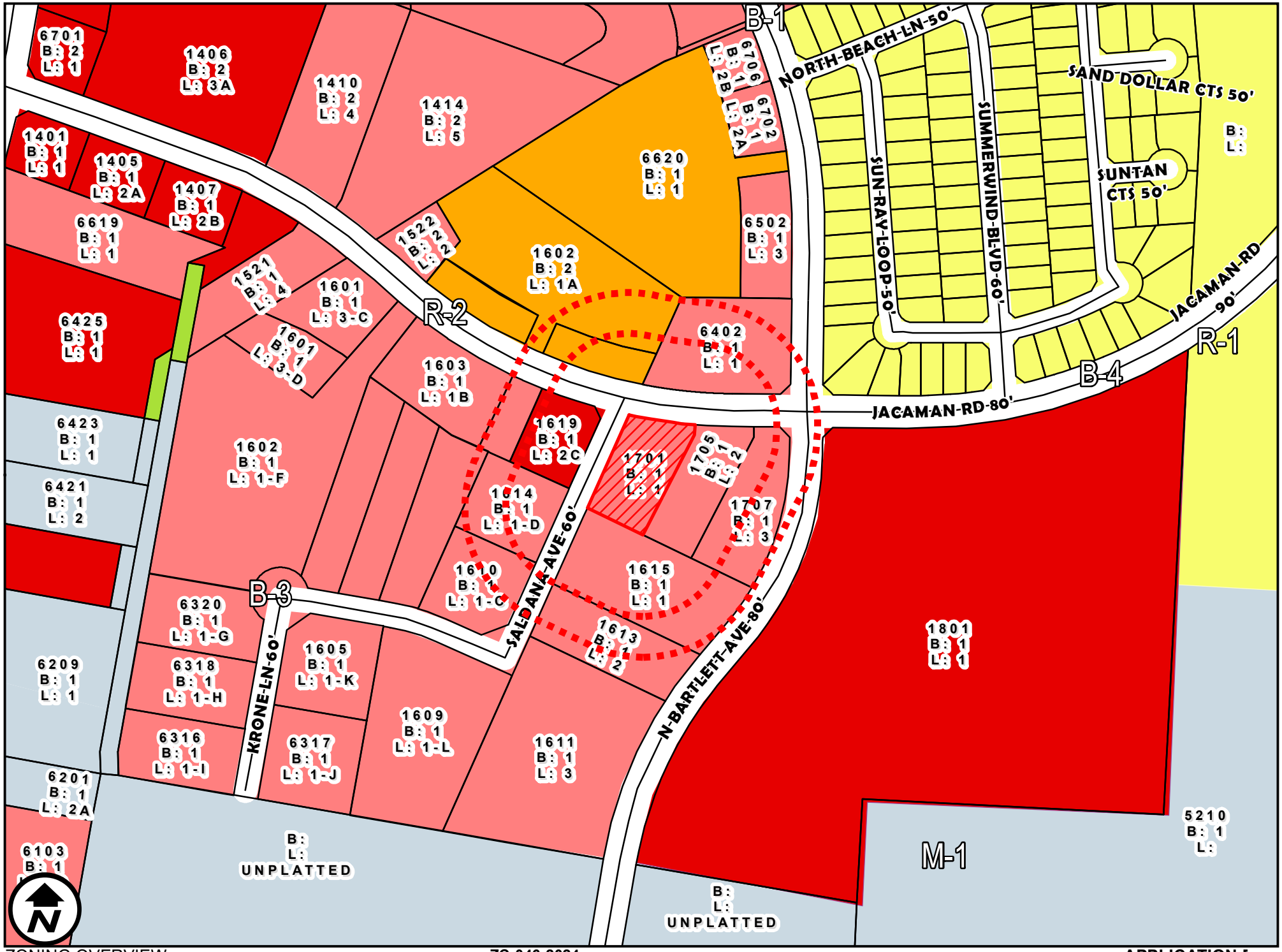


SURVEY MAP

1 inch = 150 feet

ZC-046-2024
COUNCIL DISTRICT 5
1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

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



ZONING OVERVIEW

1 inch = 300 feet

ZC-046-2024

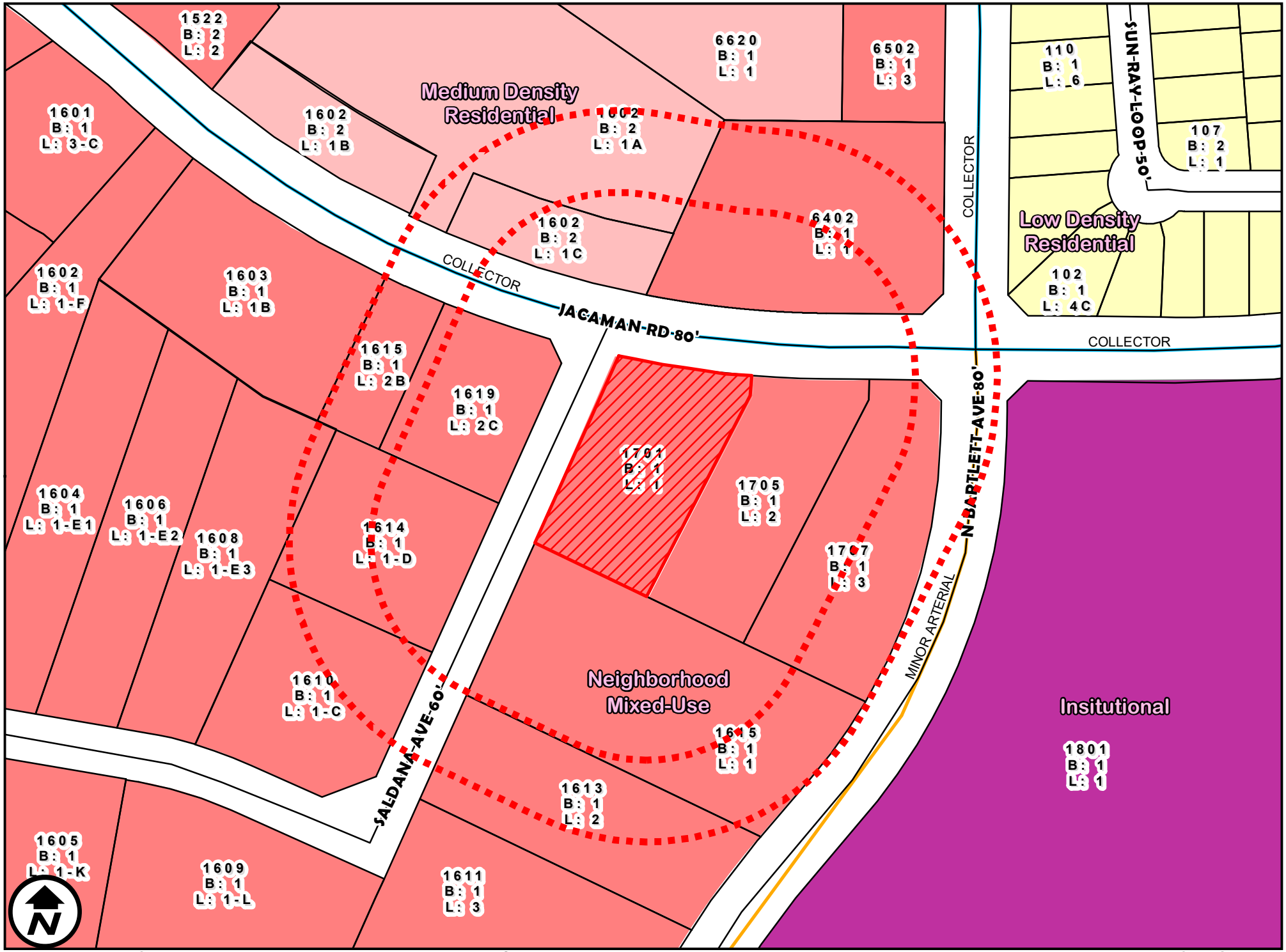
COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT)

S.U.P FOR RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE

1 inch = 150 feet

ZC-046-2024

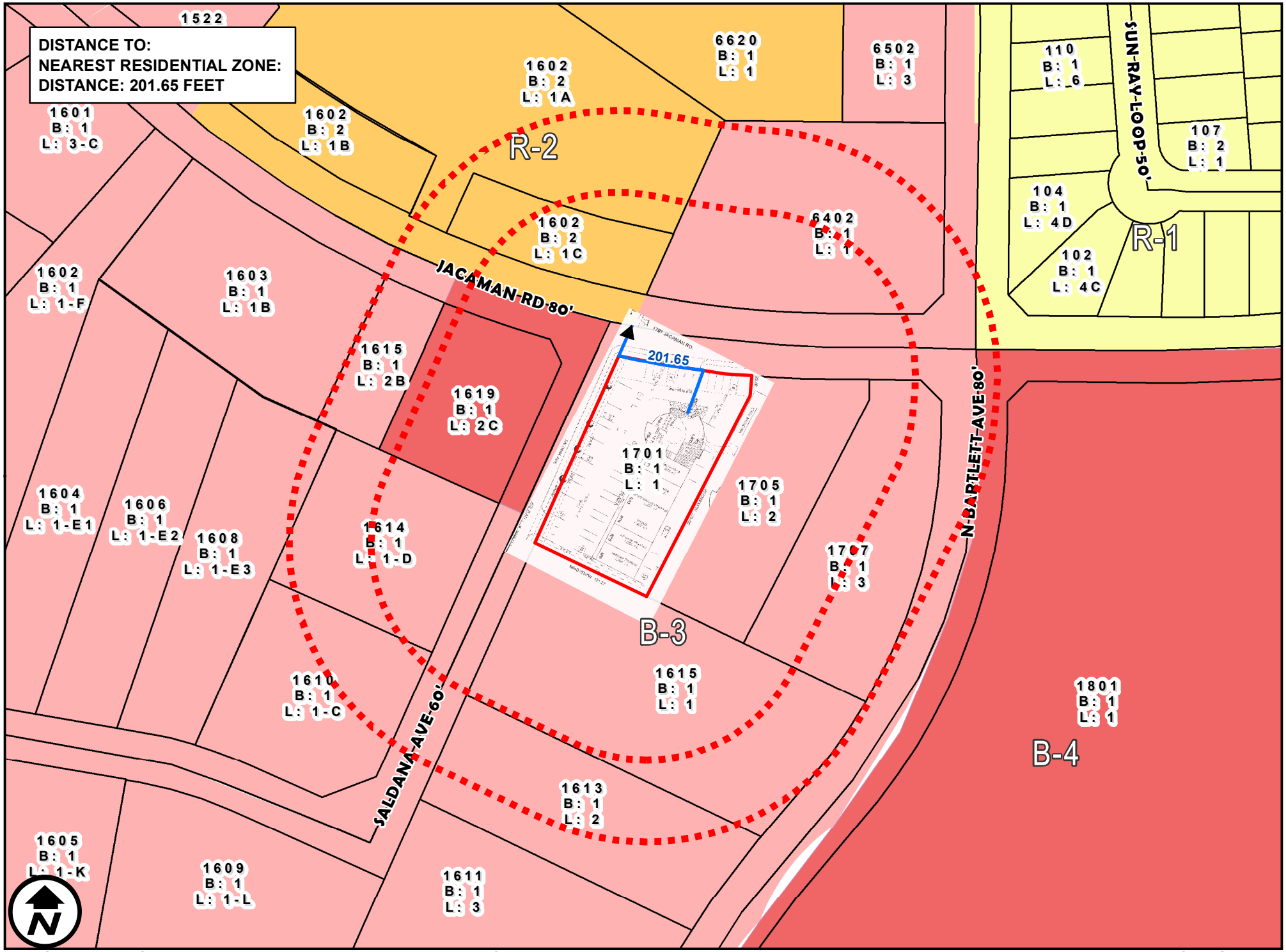
COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT) TO

S.U.P FOR RESTAURANT SERVING ALCOHOL

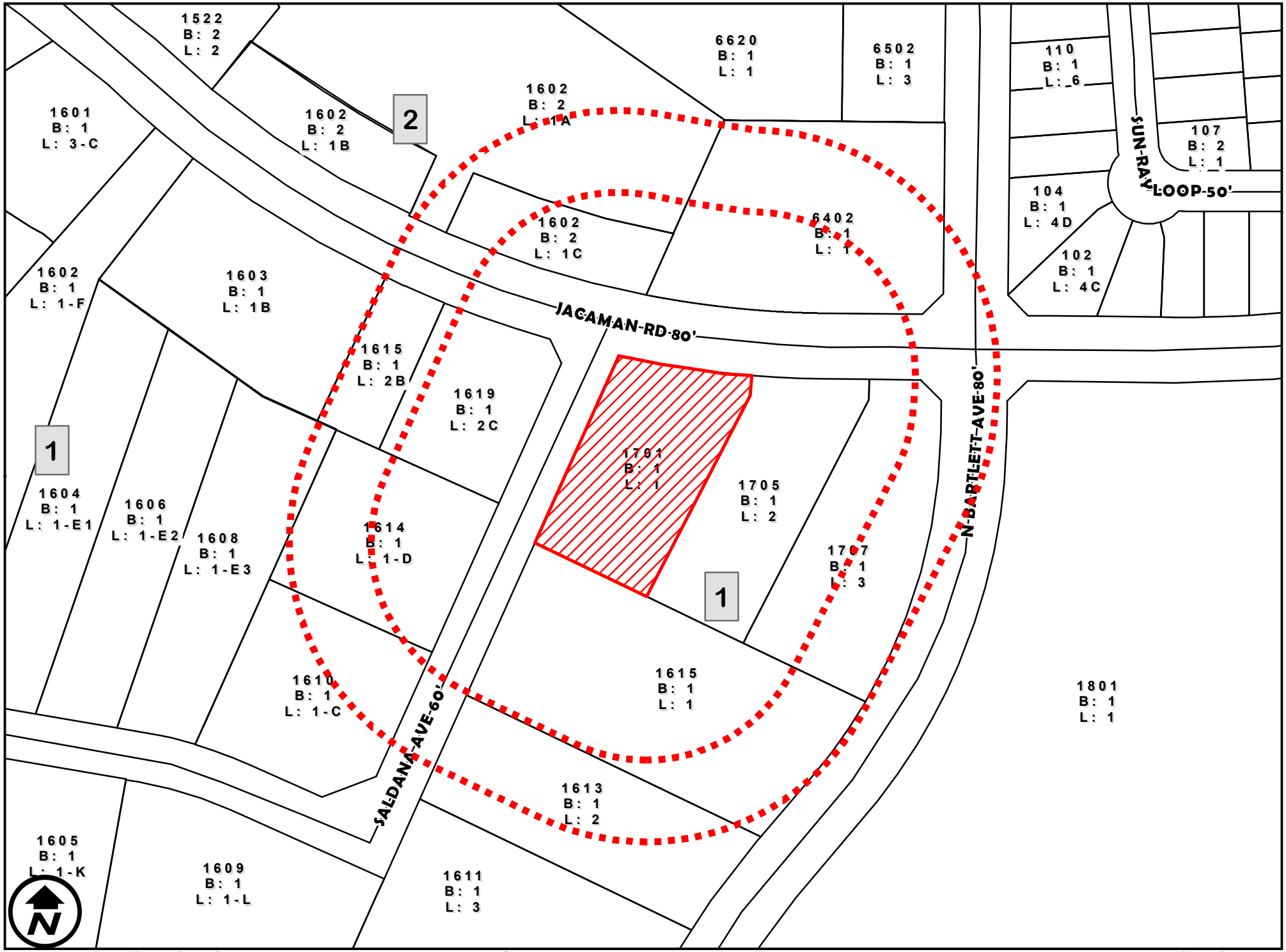


MEASUREMENTS

1 inch = 150 feet

ZC-046-2024
COUNCIL DISTRICT 5
1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

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



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-046-2024

COUNCIL DISTRICT 5

1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET)

APPLICATION F

B-3 (COMMUNITY BUSINESS DISTRICT)

S.U.P FOR RESTAURANT SERVING ALCOHOL

SPECIAL USE PERMIT

VIRIDIANA GONZALEZ / CASA RAMONA LLC

CARBELL REINHARDT / REINHARDT PROPERTIES LLC

ALEXIS WALLER / LEBIRAM LLC

Casa Ramona is located at 1701 Jacaman Rd RB1 currently operating and is requesting Approval for Special Use Permit to serve Alcohol. Casa Ramona will offer a variety of great dishes as they own two restaurants in the Riviera Maya and know the industry. Casa Ramona has an inviting atmosphere for the whole family with an inviting outside terrace and great customer service. Current hours of operation are from 8am to 4pm Mon to Sun with 10 employees, if SUP is approved new hours of operation will be Sunday to Wednesday 8am to 11pm and Thursday to Saturday 8am to 2am with kitchen open during hours of operation. This to clarify the restaurant will not always be open till 2:am

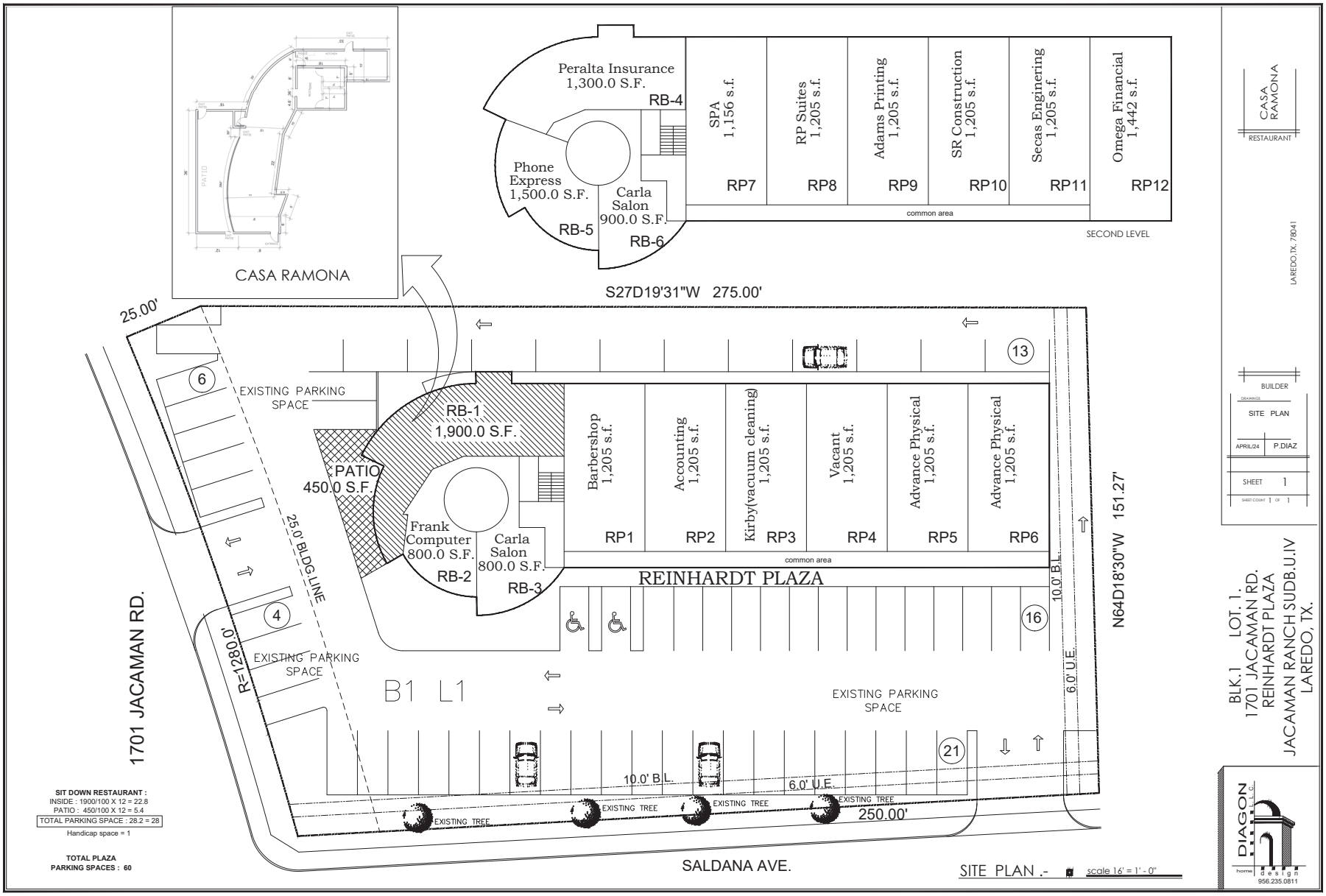
We hope you consider approving our request for SUP (Special Use Permit) to serve Alcohol

Thank you

Viridiana Gonzalez / Casa Ramona Llc

Carbell Reinhardt / Reinhardt Properties Llc

Alexis Waller / Lebiram Llc


CASA RAMONA
Peralta Insurance
1,300.0 S.F.
RB-4
Phone
Express
1,500.0 S.F.
RB-5
Carla
Salon
900.0 S.F.
RB-6
SPA
1,156 s.f.
RP7
RP Suites
1,205 s.f.
RP8
Adams Printing
1,205 s.f.
RP9
SR Construction
1,205 s.f.
RP10
Secas Enginering
1,205 s.f.
RP11
Omega Financial
1,442 s.f.
RP12
common area
SECOND LEVEL
S27D19'31"W 275.00'
25.00'
6
EXISTING PARKING
SPACE
RB-1
1,900.0 S.F.
PATIO
450.0 S.F.
Frank
Computer
800.0 S.F.
RB-2
Carla
Salon
800.0 S.F.
RB-3
Barbershop
1,205 s.f.
RP1
Accounting
1,205 s.f.
RP2
Kirby(vacuum cleaning)
1,205 s.f.
RP3
Vacant
1,205 s.f.
RP4
Advance Physical
1,205 s.f.
RP5
Advance Physical
1,205 s.f.
RP6
common area
REINHARDT PLAZA
13
16
21
4
25.0' BLDG.LINE
R=1280.0'
1701 JACAMAN RD.
B1 L1
EXISTING PARKING
SPACE
EXISTING PARKING
SPACE
10.0' B.L.
6.0' U.E.
N64D18'30"W 151.27'
10.0' B.L.
6.0' U.E.
EXISTING TREE
EXISTING TREE
EXISTING TREE
EXISTING TREE
250.00'
SALDANA AVE.
SIT DOWN RESTAURANT :
INSIDE : 1900/100 X 12 = 22.8
PATIO : 450/100 X 12 = 5.4
TOTAL PARKING SPACE : 28.2 = 28
Handicap space = 1
TOTAL PLAZA
PARKING SPACES : 60
SITE PLAN .- scale 16' = 1' - 0"
CASA
RAMONA
RESTAURANT
LAREDO,TX. 78041
BUILDER
SITE PLAN
APRIL/24
P.DIAZ
SHEET 1
BLK.1 LOT. 1.
1701 JACAMAN RD.
REINHARDT PLAZA
JACAMAN RANCH SUDB.U.IV
LAREDO, TX.
DIAGON
home design
956.235.0811

Reinhardt Plaza. 1701 Jacaman Rd. Laredo, Texas 78041

Retail Building	Unit (Sq Ft)	Patio (Sq Ft)	Business Name	Business Operation	Hours of Operation
Suite RB1	1900	450	Casa Ramona	Restaurant	8:00 AM 4:00 PM
Suite RB2	800	n/a	Frank Computer	PC Repair	11:00 AM 5:00 PM
Suite RB3	700	n/a	Carla Salon	Beauty Salon	
Suite RB4	1300	n/a	Peralta Insurance	Insurance	9:00 AM 5:00 PM
Suite RB5	1500	n/a	Phone Express	Phone Repair	1:00 AM 7:30 PM
Suite RB6	900	n/a	Care Guardian	Register Nursing	8:00 AM 4:00 PM
Downstair Plaza					
Suite RP1	1,233	n/a	Barbershop	Barbershop	8:00 AM 7:00 PM
Suite RP2	1,200.5	n/a	Canavati	Accounting	9:00 AM 5:00 PM
Suite RP3	1,200.5	n/a	Kirby	Vacuum Cleaner	9:00 AM 5:00 PM
Suite RP4	1,200.5	n/a	VACANT		
Suite RP5	1,200.5	n/a	Advance Physical	Physical Therapy	9:00 AM 5:00 PM
Suite RP6	1,200.5	n/a	Advance Physical	Physical Therapy	9:00 AM 5:00 PM
Upstair Plaza					
Suite RP7	1,156	n/a	Spa	Spa	
Suite RP8	1,200.5	n/a	RP Suites	Executive	10:00 AM 5:00 PM
Suite RP9	1,200.5	n/a	Adams Printing	Printing	9:00 AM 5:00 PM
Suite RP10	1,200.5	n/a	SR Construction	Construction	9:00 AM 6:00 PM
Suite RP11	1,200.5	n/a	Secas Enginering	Survey	9:00 AM 5:00 PM
Suite RP12	1,442	n/a	Omega Financial	Financial	9:00 AM 5:00 PM

Casa Ramona Mon to Sun

Frank Computer Mon to Saturday

Carlas Salon By Appointment

Peralta Insurance Monday to Friday

Phone Express Monday to Saturday

Care Guardian Monday to Friday

Barber Shop Xesars Tuesday to Sat

Canavatti Accounting Monday to Friday

Kirby Monday to Friday

Advance Physical Moday to Friday

Advance Phisical Monday to Friday

Spa By Appointment

RP Suites Monday to Friday

Adams Printing Monday to Saturday

SR Construction Monday to Friday

Secas Enginering Monday to Friday

Omega Financial Monday to Friday

Lease Agreement

Tenants Parking

I Carbell Reinhardt owner of Reinhardt Plaza Condos located at 1701 Jacaman Rd

Laredo, Tx. 78041, Give Tenants permission to use parking spaces on location mentioned.

Units:

RB 1 CASA RAMONA RB2 FRANK COMPUTER RB 3 CARLOS SALON RB 4 PERALTA INSURANCE

RB 5 PHONE EXPRESS RB6 CARE GUARDIAN

RP 1 BARBER SHOP RP 2 CANAVATTI ACCOUNTING RP 3 KIRBY RP 4 VACANT

RP 5 ADVANCE PHYSICAL RP 6 ADVANCE PHYSICAL RP 7 SPA RP 8 RP SUITES

RP 9 ADAMS PRINTING RP 10 SR CONSTURCTION RP 11 SECAS ENGINERING

RP 12 OMEGA FINANCIAL.

CARBELL REINHARDT / REINHARD PLAZA

NOTARY PUBLIC STATE OF TEXAS
MARIBEL GARCIA
Notary ID #130236145
My Commission Expires
May 21, 2027


ZC-046-2024
ATTENTION
PROPOSED (Restaurant Serving Alcohol)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
RB-1

ORDINANCE NO. 2024-O-119

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, JACAMAN RANCH SUBDIVISION, UNIT IV, LOCATED AT 1701 JACAMAN ROAD, SUITE RB1 AND OUTDOOR PATIO ONLY (2,350 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, Unit IV, located at 1701 Jacaman Road, Suite RB1 and outdoor patio only (2,350 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on June 10, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, Unit IV, located at 1701 Jacaman Road, Suite RB1 and outdoor patio only (2,350 square feet).

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

1. The Special Use Permit is issued to Viridiana Gonzalez/Casa Ramona, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 2,350 square feet located within Suites RB1 and outdoor patio as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Wednesday, 8:00am to 11:00pm and Thursday to Saturday, 8:00am to 2:00am.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being

the approved capacity of a building or portion thereof.

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;

3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

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

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

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Final Readings 25.**

SUBJECT
Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.86 acres and 1.84 acres, as further described by metes and bounds in attached Exhibit A, located at 8301 and 8311 San Dario Avenue from B-3 (Community Business District) to B-4 (Highway Commercial District).

ZC-048-2024
District VII

Council District: District 7 **Zone Case:** ZC-048-2024

Letters sent to property owners: 9

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 recommended approval of the proposed zone change and staff supports the application.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 06/24/2024

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

Initiated By: Laredo Holdings, LLC & Lazaro Chavarria, Owners; KCI Technologies, Applicant/Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-120 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.86 acres and 1.84 acres, as further described by metes and bounds in attached Exhibit A, located at 8301 and 8311 San Dario Avenue from B-3 (Community Business District) to B-4 (Highway Commercial District).

ZC-048-2024
District VII

PREVIOUS COUNCIL ACTION

On June 10, 2024, the item was introduced by City Council.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: Commercial Parking (Truck/Heavy Equipment)

Site: The site is currently occupied by commercial parking (Truck/Heavy Equipment.

Surrounding land uses: To the north of the site is a U-Haul Trailer Rental, vacant undeveloped land, Webb County Precinct 4 Justice-of-the-Peace, and International Boulevard. To the east of the site is predominantly mixed-residential uses. To the south of the site is MexiFest (Mexican good store), Cuevas Imports, Emperor Services, LLC, Trevino Road, and DSM Transport, LLC. To the west of the site is San Dario Avenue, Interstate Highway 35, and Santa Maria Avenue.

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 Land Use Map recognizes identifies San Dario Avenue as a freeway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 9 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change meets the Laredo Land Development Code location requirement stating that B-4 zoning districts should be located along Major Arterials or a Freeway. San Dario Avenue is identified as a Freeway on the Thoroughfare Plan.
2. The property meets the minimum lot area requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately a combined 4.7 acres (1 acre = 43,560 square feet).
3. There are B-4 zoning districts abutting the property located to the north and south of the site.
4. While the proposed site abuts residential uses to the east of the site, the residential uses already abut existing B-4 zoning districts.
5. Although the proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, AN, FH, OG, FiH), which does not include B-4 zoning districts, the proposed use is compatible with the area since there are similar uses abutting south of the site.

Staff **supports** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

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?
No. There is a large area of B-4 zoning districts located north and south of the site.

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

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-3 does not allow for commercial parking (truck/heavy equipment) uses intended by the applicant.

Attachments

Maps
Survey, Metes, and Bounds
Zone Change Signage
Final Ordinance

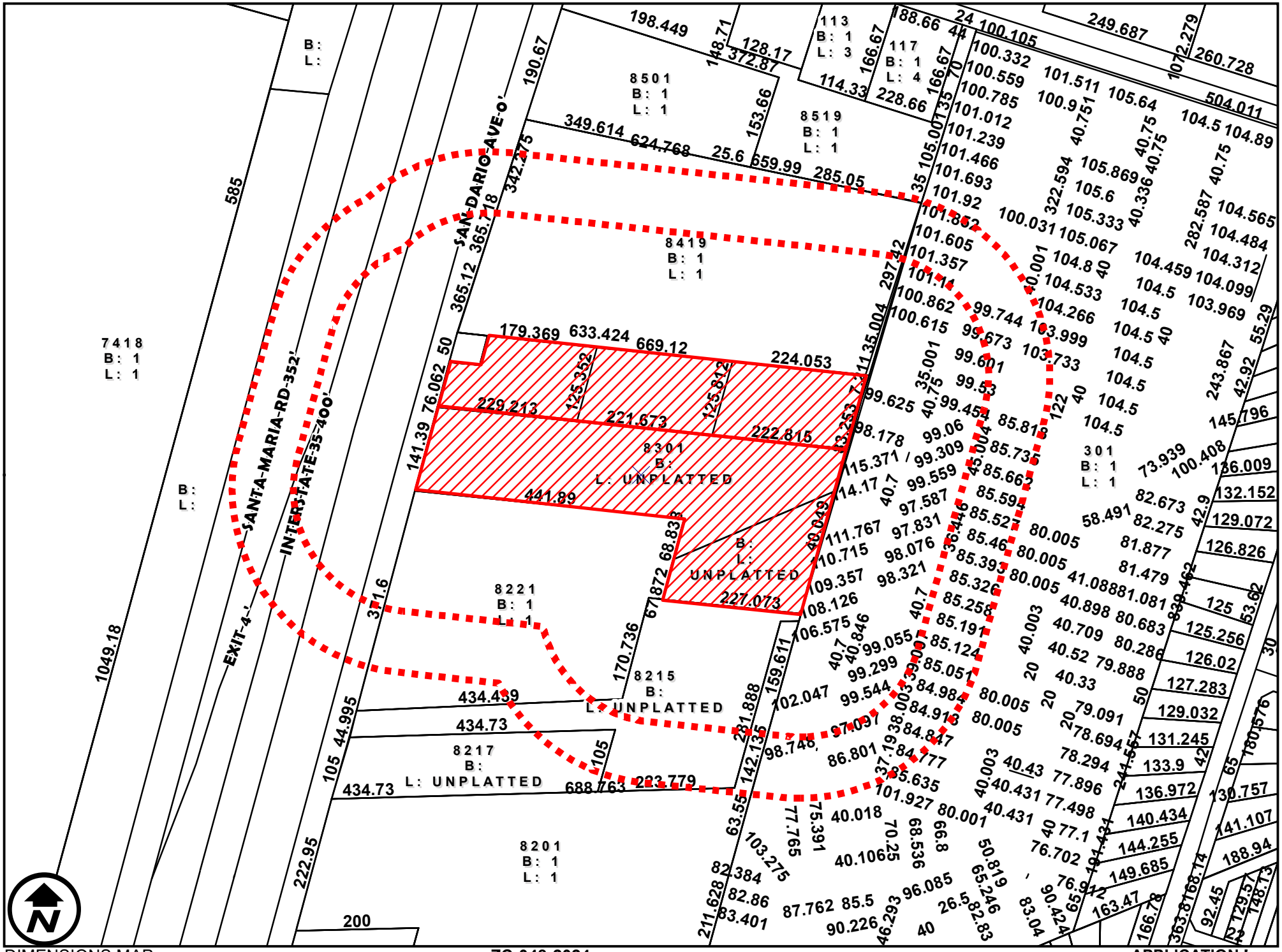


AERIAL MAP

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
B-4 (HIGHWAY COMMERCIAL DISTRICT)

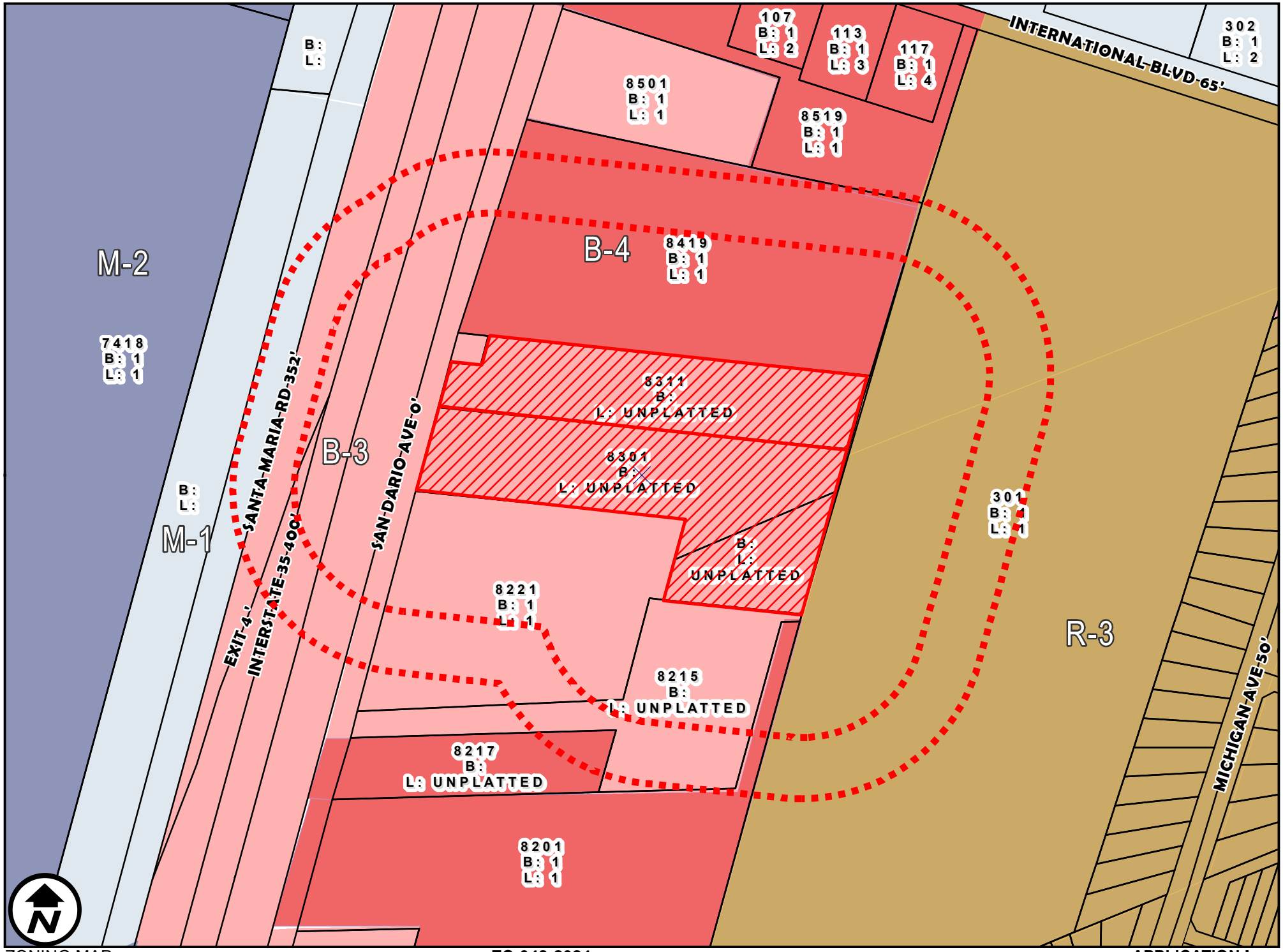


DIMENSIONS MAP

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
B-4 (HIGHWAY COMMERCIAL DISTRICT)

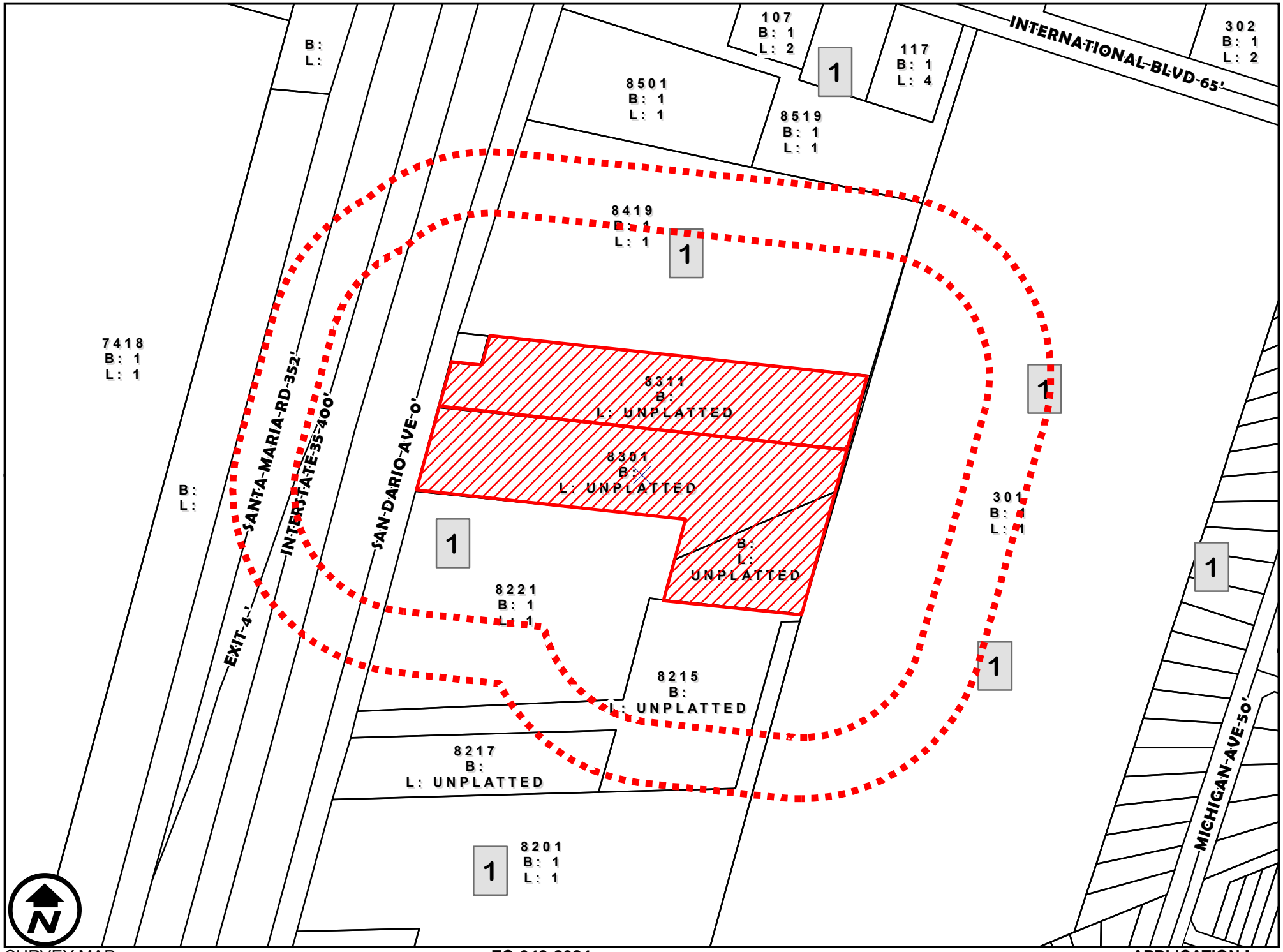


ZONING MAP

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
B-4 (HIGHWAY COMMERCIAL DISTRICT)

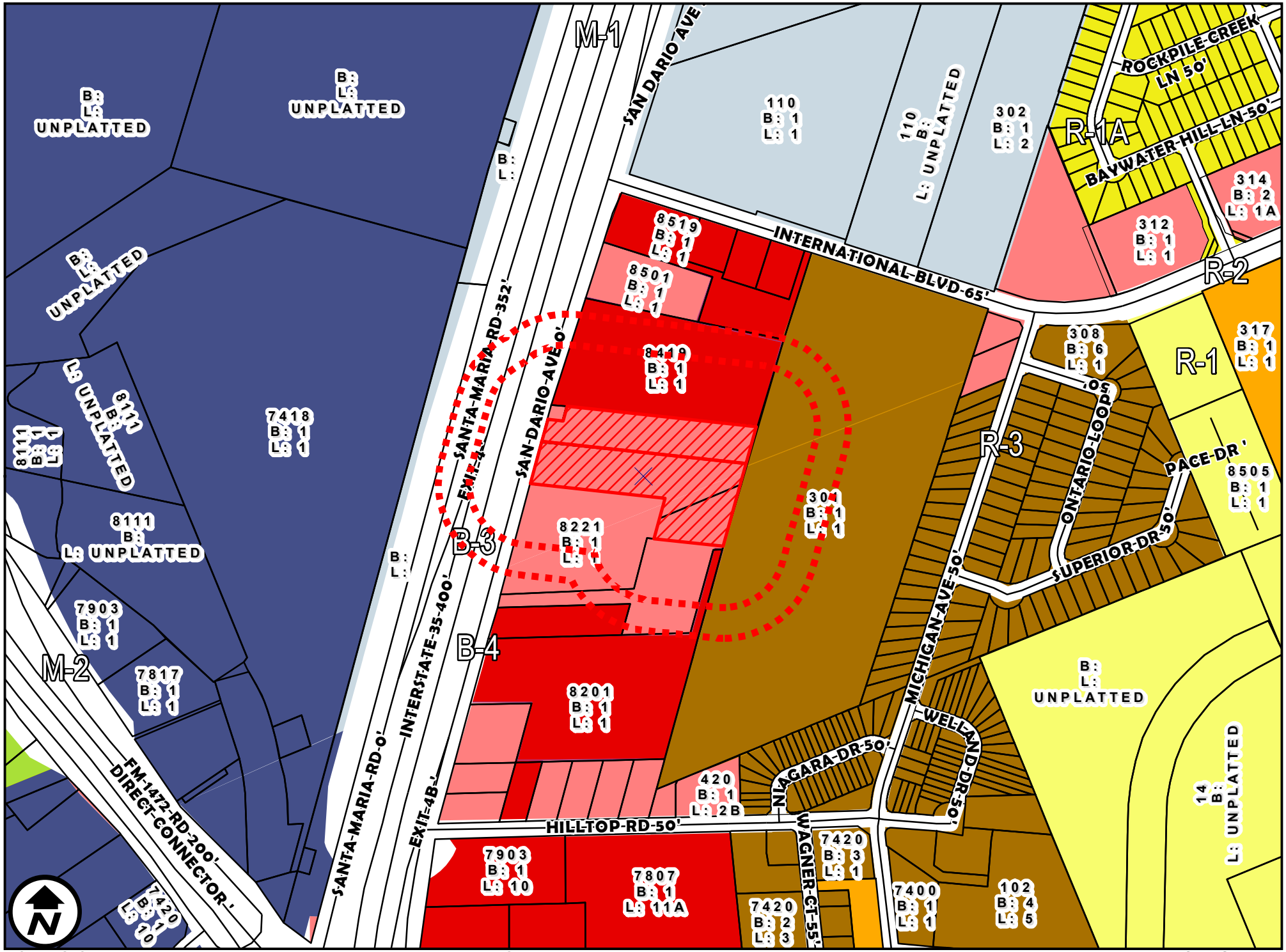


SURVEY MAP

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, 1
B-4 (HIGHWAY COMMERCIAL DISTRICT)

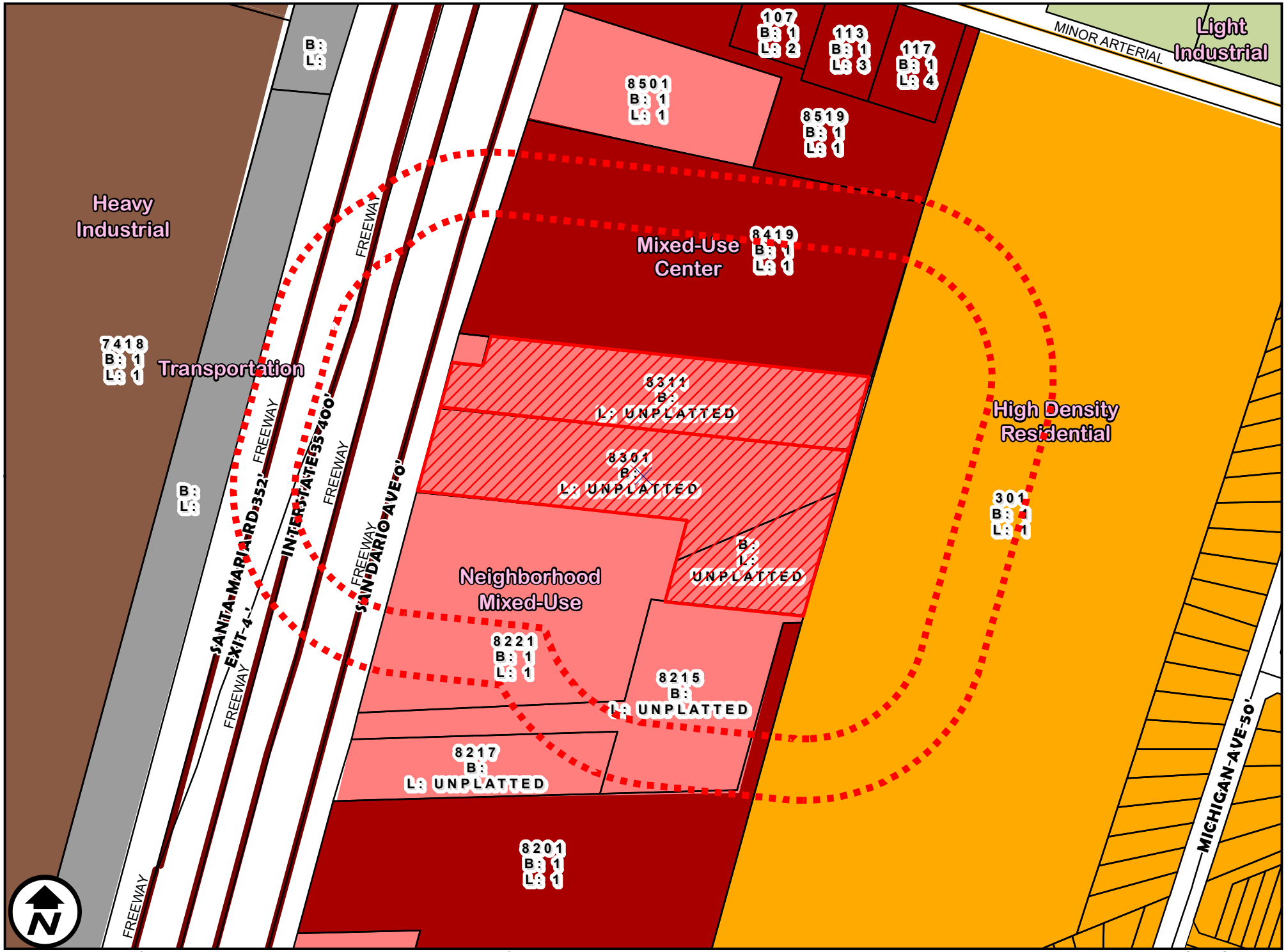


ZONING OVERVIEW

1 inch = 400 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT, [illegible]
B-4 (HIGHWAY COMMERCIAL DISTRICT)

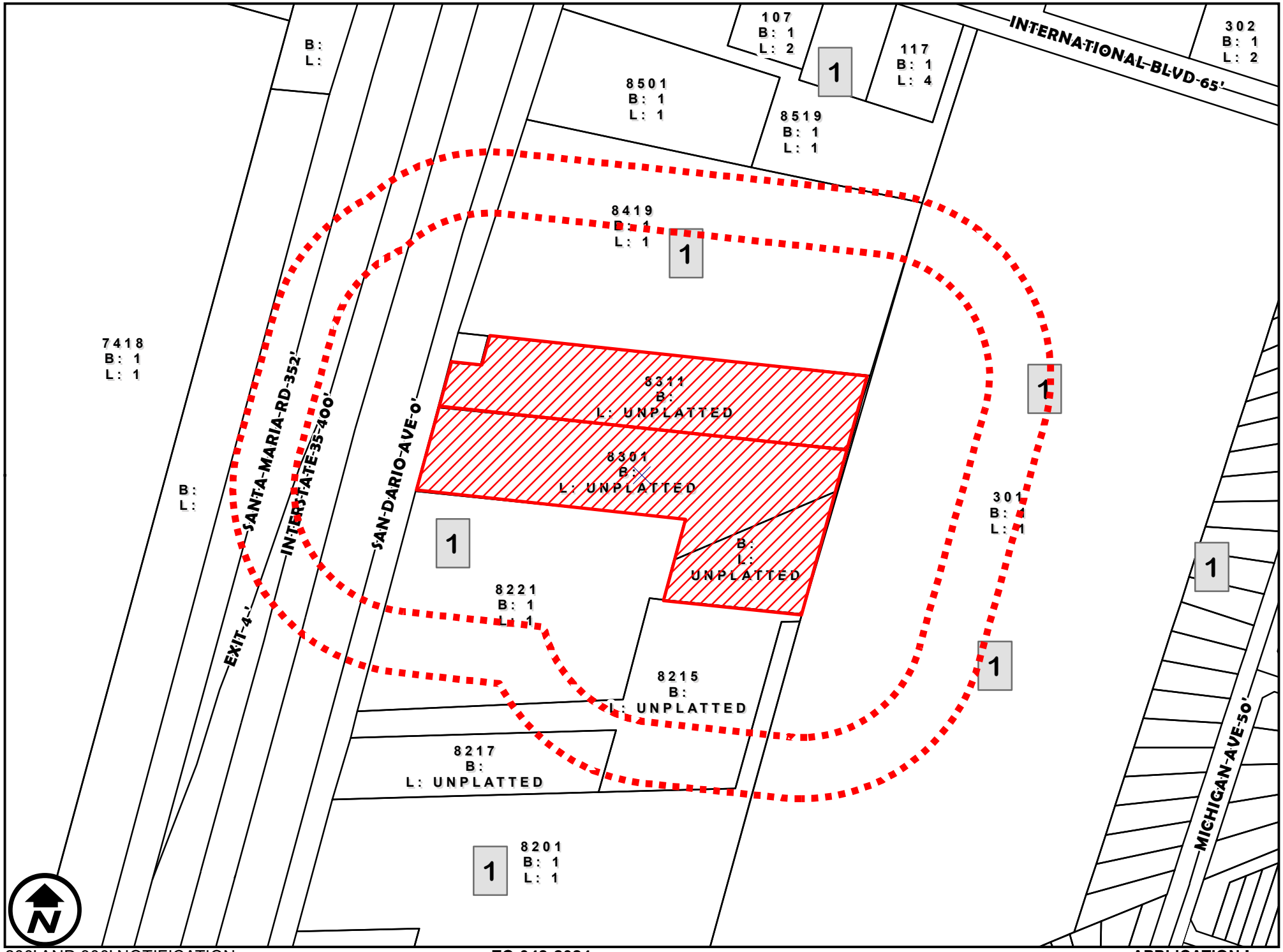


FUTURE LANDUSE

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



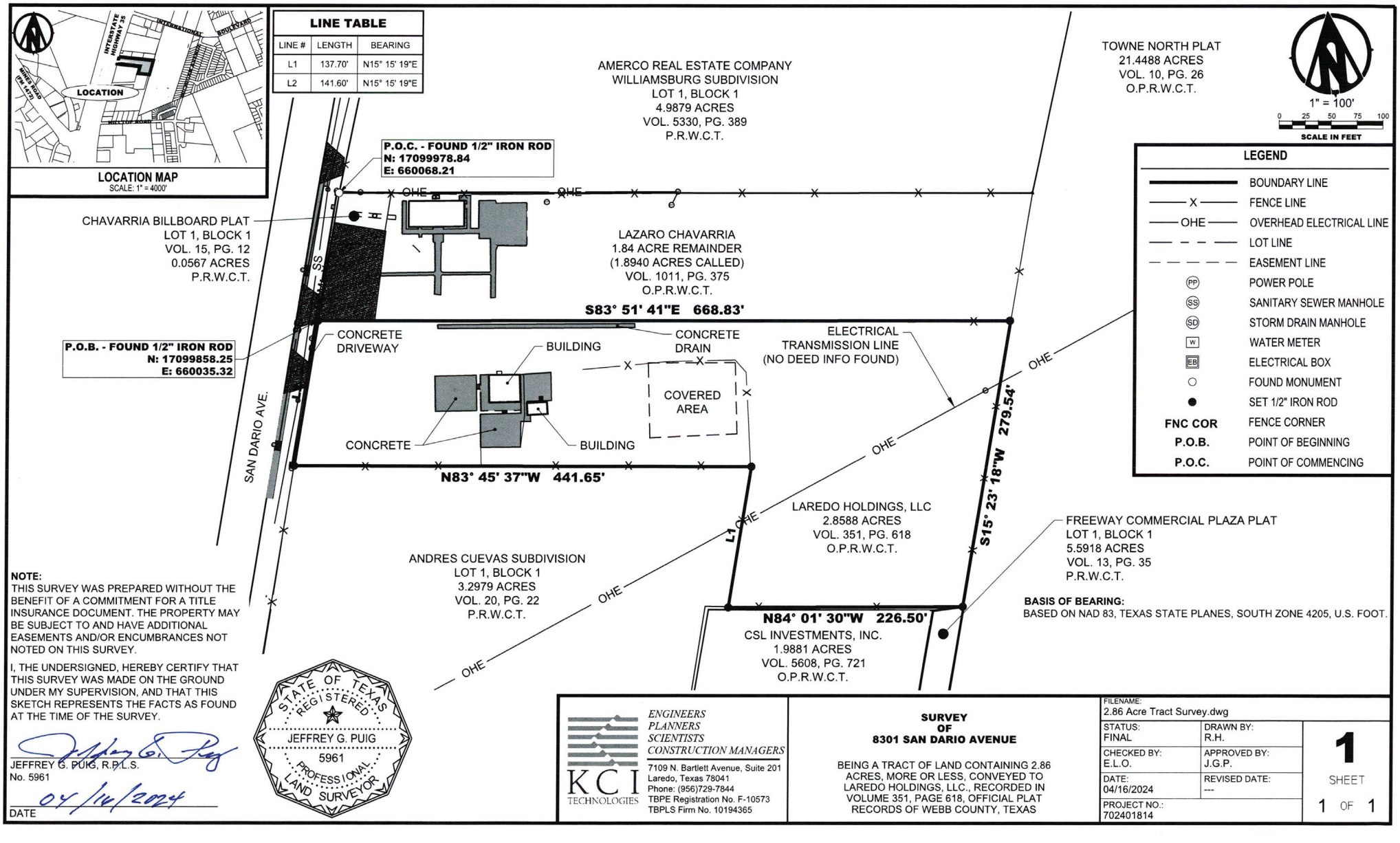
200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-048-2024
COUNCIL DISTRICT 7
8301 AND 8311 SAN DARIO AVENUE

APPLICATION I
B-3 (COMMUNITY BUSINESS DISTRICT, 1
B-4 (HIGHWAY COMMERCIAL DISTRICT)

Exhibit A


LOCATION MAP
SCALE: 1" = 4000'
LOCATION
INTERSTATE HIGHWAY 35
INTERNATIONAL BOULEVARD
MIRES ROAD (FM 1472)
MILITARY HIGHWAY
LINE TABLE
LINE # | LENGTH | BEARING
L1 | 137.70' | N15° 15' 19"E
L2 | 141.60' | N15° 15' 19"E
P.O.C. - FOUND 1/2" IRON ROD
N: 17099978.84
E: 660068.21
P.O.B. - FOUND 1/2" IRON ROD
N: 17099858.25
E: 660035.32
AMERCO REAL ESTATE COMPANY
WILLIAMSBURG SUBDIVISION
LOT 1, BLOCK 1
4.9879 ACRES
VOL. 5330, PG. 389
P.R.W.C.T.
TOWNE NORTH PLAT
21.4488 ACRES
VOL. 10, PG. 26
O.P.R.W.C.T.
CHAVARRIA BILLBOARD PLAT
LOT 1, BLOCK 1
VOL. 15, PG. 12
0.0567 ACRES
P.R.W.C.T.
LAZARO CHAVARRIA
1.84 ACRE REMAINDER
(1.8940 ACRES CALLED)
VOL. 1011, PG. 375
O.P.R.W.C.T.
S83° 51' 41"E 668.83'
CONCRETE DRIVEWAY
BUILDING
CONCRETE DRAIN
ELECTRICAL TRANSMISSION LINE
(NO DEED INFO FOUND)
COVERED AREA
CONCRETE
BUILDING
SAN DARIO AVE.
N83° 45' 37"W 441.65'
OHE
SS
LAREDO HOLDINGS, LLC
2.8588 ACRES
VOL. 351, PG. 618
O.P.R.W.C.T.
S15° 23' 18"W 279.54'
L1
FREEWAY COMMERCIAL PLAZA PLAT
LOT 1, BLOCK 1
5.5918 ACRES
VOL. 13, PG. 35
P.R.W.C.T.
ANDRES CUEVAS SUBDIVISION
LOT 1, BLOCK 1
3.2979 ACRES
VOL. 20, PG. 22
P.R.W.C.T.
N84° 01' 30"W 226.50'
CSL INVESTMENTS, INC.
1.9881 ACRES
VOL. 5608, PG. 721
O.P.R.W.C.T.
1" = 100'
0 25 50 75 100
SCALE IN FEET
LEGEND
BOUNDARY LINE
FENCE LINE
OVERHEAD ELECTRICAL LINE
LOT LINE
EASEMENT LINE
POWER POLE
SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
WATER METER
ELECTRICAL BOX
FOUND MONUMENT
SET 1/2" IRON ROD
FNC COR FENCE CORNER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.
JEFFREY G. PUIG, R.P.L.S.
No. 5961
DATE 04/16/2024
STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR
BASIS OF BEARING:
BASED ON NAD 83, TEXAS STATE PLANES, SOUTH ZONE 4205, U.S. FOOT.
ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
7109 N. Bartlett Avenue, Suite 201
Laredo, Texas 78041
Phone: (956)729-7844
TBPE Registration No. F-10573
TBPLS Firm No. 10194365
SURVEY
OF
8301 SAN DARIO AVENUE
BEING A TRACT OF LAND CONTAINING 2.86 ACRES, MORE OR LESS, CONVEYED TO LAREDO HOLDINGS, LLC., RECORDED IN VOLUME 351, PAGE 618, OFFICIAL PLAT RECORDS OF WEBB COUNTY, TEXAS
FILENAME: 2.86 Acre Tract Survey.dwg
STATUS: FINAL
DRAWN BY: R.H.
CHECKED BY: E.L.O.
APPROVED BY: J.G.P.
DATE: 04/16/2024
REVISED DATE: ---
PROJECT NO.: 702401814
1
SHEET
1 OF 1

METES & BOUNDS DESCRIPTION
2.86 ACRE TRACT

A tract of land containing 2.86 acres (2.8588 acres Called), more or less, conveyed to Laredo Holdings LLC., recorded in Volume 351, Page 618, Official Public Records of Webb County, Texas, situated in Abstract 283, Porcion 23, Leonardo Sanchez Original Grantee and Abstract 268, Porcion 24, Toribio Rodrigues Original Grantee; this 2.86 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod for the northwest corner of Lot 1, Block 1, Chavarria Billboard Plat, recorded in Volume 15, Page 12, Plat Records of Webb County, Texas, same being a point along the eastern right-of-way line of Interstate Highway 35, **THENCE, South 15° 15' 19" West,** for a distance of **125.00 feet,** to a set 'X' mark on concrete, and being the **POINT OF BEGINNING** of this 2.86 acre tract hereof;

THENCE, **South 83° 51' 41" East,** along the southern boundary line of a called 1.8940 acre tract, conveyed to Lazaro Chavarria, recorded in Volume 1011, Page 375, Official Public Records of Webb County, Texas, for a distance of **668.83 feet,** to a set 1/2" iron rod, for the **northeast corner** and point of deflection to the right hereof;

THENCE, **South 15° 23' 18" West,** along the west boundary line of a 21.4488 acre tract, Towne North Plat, recorded in Volume 10, Page 26, Official Records of Webb County, Texas, for a distance of **279.54 feet,** to a set 1/2" iron rod, for the **southeast corner** and point of deflection to the right hereof;

THENCE, **North 84° 01' 30" West,** for a distance of **226.50 feet,** to a set 1/2" iron rod, for a point of deflection to the right hereof;

THENCE, **North 15° 15' 19" East,** for a distance of **137.70 feet,** to a set 1/2" iron rod, for a point of deflection to the left hereof;

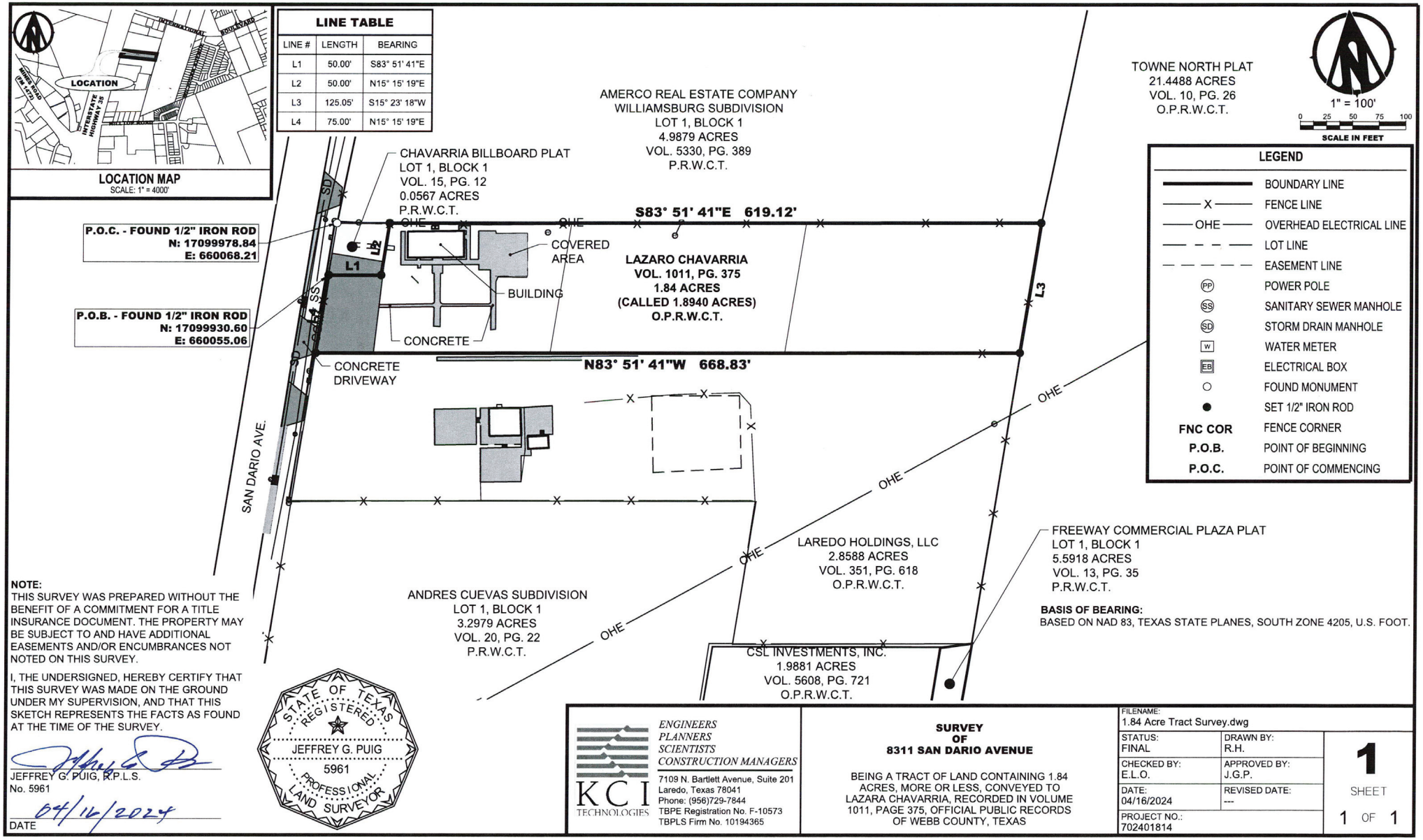
THENCE, **North 83° 45' 37" West,** for a distance of **441.65 feet,** to a set 'X' mark on concrete, being a point on the eastern right-of-way of Interstate Highway 35, for a point of deflection to the right hereof;

THENCE, **North 15° 15' 19" East,** along the eastern right-of-way line of Interstate Highway 35, for a distance of **141.80 feet,** to the **POINT OF BEGINNING,** containing **2.86 acres,** more or less.

BASIS OF BEARING: Based on NAD83, Texas State Planes, South Zone 4205, US Foot.



Exhibit A


LOCATION MAP
SCALE: 1" = 4000'
LOCATION
INTERNATIONAL BOULEVARD
INTERSTATE HIGHWAY 35
SPRING ROAD (FM 1472)
LINE TABLE
LINE # | LENGTH | BEARING
L1 | 50.00' | S83° 51' 41"E
L2 | 50.00' | N15° 15' 19"E
L3 | 125.05' | S15° 23' 18"W
L4 | 75.00' | N15° 15' 19"E
CHAVARRIA BILLBOARD PLAT
LOT 1, BLOCK 1
VOL. 15, PG. 12
0.0567 ACRES
P.R.W.C.T.
AMERCO REAL ESTATE COMPANY
WILLIAMSBURG SUBDIVISION
LOT 1, BLOCK 1
4.9879 ACRES
VOL. 5330, PG. 389
P.R.W.C.T.
TOWNE NORTH PLAT
21.4488 ACRES
VOL. 10, PG. 26
O.P.R.W.C.T.
1" = 100'
0 25 50 75 100
SCALE IN FEET
P.O.C. - FOUND 1/2" IRON ROD
N: 17099978.84
E: 660068.21
P.O.B. - FOUND 1/2" IRON ROD
N: 17099930.60
E: 660055.06
S83° 51' 41"E 619.12'
LAZARO CHAVARRIA
VOL. 1011, PG. 375
1.84 ACRES
(CALLED 1.8940 ACRES)
O.P.R.W.C.T.
COVERED AREA
BUILDING
CONCRETE
CONCRETE DRIVEWAY
N83° 51' 41"W 668.83'
SAN DARIO AVE.
OHE
SS
SD
W
L1
L2
L3
L4
LEGEND
BOUNDARY LINE
FENCE LINE
OVERHEAD ELECTRICAL LINE
LOT LINE
EASEMENT LINE
POWER POLE
SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
WATER METER
ELECTRICAL BOX
FOUND MONUMENT
SET 1/2" IRON ROD
FNC COR FENCE CORNER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
LAREDO HOLDINGS, LLC
2.8588 ACRES
VOL. 351, PG. 618
O.P.R.W.C.T.
FREEWAY COMMERCIAL PLAZA PLAT
LOT 1, BLOCK 1
5.5918 ACRES
VOL. 13, PG. 35
P.R.W.C.T.
ANDRES CUEVAS SUBDIVISION
LOT 1, BLOCK 1
3.2979 ACRES
VOL. 20, PG. 22
P.R.W.C.T.
CSL INVESTMENTS, INC.
1.9881 ACRES
VOL. 5608, PG. 721
O.P.R.W.C.T.
BASIS OF BEARING:
BASED ON NAD 83, TEXAS STATE PLANES, SOUTH ZONE 4205, U.S. FOOT.
NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.
JEFFREY G. PUIG, R.P.L.S.
No. 5961
DATE 04/16/2024
STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR
KCI TECHNOLOGIES
ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
7109 N. Bartlett Avenue, Suite 201
Laredo, Texas 78041
Phone: (956)729-7844
TBPE Registration No. F-10573
TBPLS Firm No. 10194365
SURVEY
OF
8311 SAN DARIO AVENUE
BEING A TRACT OF LAND CONTAINING 1.84 ACRES, MORE OR LESS, CONVEYED TO LAZARA CHAVARRIA, RECORDED IN VOLUME 1011, PAGE 375, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
FILENAME: 1.84 Acre Tract Survey.dwg
STATUS: FINAL
DRAWN BY: R.H.
CHECKED BY: E.L.O.
APPROVED BY: J.G.P.
DATE: 04/16/2024
REVISED DATE: ---
PROJECT NO.: 702401814
1
SHEET
1 OF 1

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
7109 N. Bartlett, Suite 201 • Laredo, Texas 78041 • Phone (956) 729-7844

METES & BOUNDS DESCRIPTION
1.84 ACRE TRACT

A tract of land containing 1.84 acre remainder out of 1.8940 acres, more or less, conveyed to Lazaro Chavarria, recorded in Volume 1011, Page 375, Official Public Records of Webb County, Texas, situated in Abstract 283, Porcion 23, Leonardo Sanchez Original Grantee this 1.84 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod for the northwest corner of Lot 1, Block 1, Chavarria Billboard Plat, recorded in Volume 15, Page 12, Plat Records of Webb County, Texas, same being a point along the eastern right-of-way line of Interstate Highway 35, **THENCE, South 15° 15' 19" West,** for a distance of **50.00 feet,** to a set 'X' mark on concrete, and being the **POINT OF BEGINNING** of this 1.84 acre tract hereof;

THENCE, **North 83° 51' 41" East,** along the south boundary line of said Chavarria Billboard Plat tract, for a distance of **50.00 feet,** to a set 'X' mark on concrete, for a point of deflection to the left hereof;

THENCE, **North 15° 15' 19" East,** along the east boundary line of said Chavarria Billboard Plat tract, for a distance of **50.00 feet,** to a set 1/2" iron rod, for the **northwest corner** and point of deflection to the right hereof;

THENCE, **South 83° 51' 41" East,** along the south boundary line of a 4.98789 acre tract, Lot 1, Block 1, Williamsburg Subdivision, conveyed to Amerco Real Estate Company, recorded in Volume 5330, Page 389, Official Public Records of Webb County, Texas, for a distance of **619.12 feet,** to a set 1/2" iron rod, for the **northeast corner** and point of deflection to the right hereof;

THENCE, **South 15° 23' 18" West,** along the west boundary line a 21.4488 acre tract, Towne North Plat, recorded in Volume 10, Page 26, Plat Records of Webb County, Texas, for a distance of **125.05 feet,** to a set 1/2" iron rod, for the **southeast corner** and point of deflection to the right hereof;

THENCE, **North 83° 51' 41" West,** along the north boundary line of a 2.8588 acre tract, conveyed to Laredo Holdings, LLC, recorded in Volume 351, Page 618, Official Public Records of Webb County, Texas, for a distance of **668.83 feet,** to a set 'X' mark on concrete, for the **southwest corner** and point of deflection to the right hereof;

THENCE, **North 15° 15' 19" East,** along the east right-of-way line of Interstate Highway 35, for a distance of **75.00 feet,** to the **POINT OF BEGINNING,** containing **1.84 acres,** more or less.

BASIS OF BEARING: Based on NAD83, Texas State Planes, South Zone 4205, US Foot.



Employee-Owned Since 1988
RISE TO THE CHALLENGE
WWW.KCI.COM


ZC-048-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-120

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 2.86 ACRES AND 1.84 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT 8301 AND 8311 SAN DARIO AVENUE FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 2.86 acres and 1.84 acres, as further described by metes and bounds in attached Exhibit A, located at 8301 and 8311 San Dario Avenue from B-3 (Community Business District) to B-4 (Highway Commercial 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 May 16, 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 June 10, 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 2.86 acres and 1.84 acres, as further described by metes and bounds in attached Exhibit A, located at 8301 and 8311 San Dario Avenue from B-3 (Community Business District) to B-4 (Highway Commercial 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: 6/24/2024 **Final Readings 26.**

SUBJECT
Final reading amending ordinance No. 2024-O-095 Chapter 31 (Utilities), Article V (Water Conservation) Section 31-237 to include the City Council in the determination of Stage 4 drought restrictions, Section 31-238 to include a threshold and surcharges when thresholds are exceeded in Stage 3 and 4 drought conditions. Stage 3 and 4 surcharges and thresholds are as follows:

Single Family Residential
Stage 3- $10.00 per thousand gallons for customers exceeding 20,000 gallons
Stage 4- $10.00 per thousand gallons for customers exceeding 15,000 gallons

Multi Family Residential
Stage 3- $10.00 per thousand gallons over the threshold. Multifamily thresholds will be determined by multiplying the number of units by 20,000 gallons.
Stage 4- $10.00 per thousand gallons over the threshold. Multifamily thresholds will be determined by multiplying the number of units by 15,000 gallons.

Commercial Irrigation
Stage 3- $10.00 per thousand gallons for customers exceeding 15,000 gallons
Stage 4- $10.00 per thousand gallons for customers exceeding 10,000 gallons

PREVIOUS COUNCIL ACTION
On May 20, 2024, the City Council approved the final reading of ordinance 2024-O-122.

BACKGROUND
The Texas Water Development Board requires a copy of all municipal water conservation and drought contingency plans in order to qualify for funding. A comparative analysis was conducted to assess Laredo’s water conservation ordinance with other ordinances around the state. Findings indicated that our ordinance was significantly more lax than other cities around Texas that have similar population, poverty rate and water scarcity issues. As a result, the City of Laredo Utilities Department developed a water conservation plan and drought contingency plan to be adopted as a combined ordinance officially named the Water Conservation and Drought Contingency Ordinance. Implementation of this ordinance will help reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water for the ultimate purpose of making a water supply available for future or alternative uses. In addition, implementation of this ordinance will help establish procedures for identifying and responding to a water supply emergency minimizing any risks to public health and safety, preserving essential public services, and minimizing any adverse impacts of a water supply emergency on the residents and economic well-being of the city.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Amendment of Ordinance

Fiscal Impact

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

FINANCIAL IMPACT:
No Financial Impact

ARTICLE V. WATER CONSERVATION

Sec. 31-195. Purpose of the Water Conservation and Drought Contingency Plan for city utilities.

(1) The purpose of this plan is to promote the protection and proper utilization of Laredo's only water resource, the Rio Grande River, and to ensure an uninterrupted supply of water sufficient to satisfy essential needs.

(2) The Water Conservation and Drought Contingency Plan as a combined ordinance officially named the Water Conservation Ordinance is established in accordance with Texas Administrative Code (TAC) Title 30, Chapter 288 and as required by the Texas Water Development Board (TWDB).

Sec. 31-196. - Interpretation of the Water Conservation and Drought Contingency Plan.

(a) The provisions of the Water Conservation and Drought Contingency Plan shall be interpreted and applied as the minimum requirements for water conservation in the city and shall control over all other landscape and water management requirements in any other ordinance in the city Code of Ordinances, if applicable.

(b) This plan is not intended to interfere with, abrogate or annul any restrictive covenants or other agreements between individual parties. When there is a conflict between the requirements of this plan and any restrictive covenants, agreements or other requirements imposed on the property, the more stringent requirement shall apply.

(c) Where any provision of federal or state law conflicts with any provision of this plan, the most stringent provision shall apply unless otherwise regulated by law.

(d) The provisions of this plan shall not be interpreted as part of or in lieu of the city's drought contingency plan.

Sec. 31-197. Definitions.

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

Athletic Field: A field used for playing sports made up of turf grass and primarily used for organized sports practice, competitions or school events.

City manager: The City Manager for the City of Laredo, Texas or designee.

Commercial and institutional water use: Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

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

Customer: Any person, company, or organization using water supplied by the City of Laredo.

Designated outdoor water use day: The day prescribed by the City of Laredo irrigation schedule on which a person or business is permitted to water outdoors.

Drip irrigation: The method of low volume, low pressure water application for landscapes from a series of valves, pipes, tubes and emitters delivering water at a rate of 0.16 up to 4 gallons an hour.

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

Even number address: Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Foundation watering: An application of water to the soils directly abutting (within 2 feet) the foundation of a building, structure.

Hose-end sprinkler: An above ground water distribution device that attaches to a garden hose.

Industrial water use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Institutional use: The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

Irrigation system: A system with fixed pipes and emitter or heads used for the irrigation of grass, turf, crops, trees, and pastureland.

Large water users: Customers who consume for than 4,000 gallons per day

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

Municipal use: The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

Non-essential water use: Water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Ornamental fountain: A fountain with water feature that utilizes a jet, stream or flow of water and is not used for the preservation of aquatic life.

Residential customer: Customer who uses water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

Reclaimed water: Domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use.

Residential use: The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

Retail public water supplier: An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Total gallons per capita per day (GPCD): The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

Water conservation coordinator: The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

Xeriscape: A style of landscape design requiring little or no irrigation or other maintenance, used in arid regions.

Sec. 31-198. Reserved.

Sec. 31-198. Quantified 5-year and 10- year water conservation goals.

In an effort to reduce long-term capital expenditures and ensure water availability for all customers, the City of Laredo instituted a water conservation program in February 2006 to implement water conservation regulations citywide in accordance with the rules of the Texas Water Development Board and the Texas Commission on Environmental Quality. With the help of the Water Conservation and Drought Contingency Plan, the city will continue to implement additional activities and programs, as deemed necessary, in order to meet or exceed specific and quantified water conservation goals.

5-year target and goals:

- Per capita reduction goal- The City of Laredo's goal is to reduce per capita water consumption from 140 GPCD (2023) to 130 GPCD by 2029.
- Residential per capita reduction goal- The City of Laredo's goal is to reduce residential per capita water consumption from 79 GPCD (2023) to 75 GPCD by 2029.
- Water loss goal- The water loss goal for 2029 is to operate at a system water loss of 13 GPCD, which is equal to 10% of GPCD.

10-year target and goals:

- Per capita reduction goal- The City of Laredo's goal is to reduce per capita water consumption from 140 GPCD (2023) to 120 GPCD by 2034.
- Residential per capita reduction goal- The City of Laredo's goal is to reduce residential per capita water consumption from 79 GPCD (2023) to 70 GPCD by 2034.
- Water loss goal- The water loss goal for 2034 is to operate at a system water loss of 10 GPCD, which is equal to 8% of GPCD.

Sec. 31-200. Water conservation program.

The city's water conservation program is designed to provide practices, techniques, and technologies that help reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water for the ultimate purpose of making available a water supply for future or alternative uses. The program is comprised of a water conservation planner and water conservation inspectors, who are responsible for implementing water conservation requirements and enforcing all regulations established in the water conservation and drought contingency plans, also known as the water conservation ordinance.

Sec. 31-201-202. Reserved.

Sec. 31-203. Fire hydrant meters and illegal connections.

(a) Fire hydrant meters can only be installed, repaired, or replaced by utilities department staff.

(b) No person shall be allowed to open or close a fire hydrant or fire hydrant meter without having a training and certificate from the utilities department for having completed a mandatory training.

(c) The City of Laredo Fire Department is exempt from this mandatory training only during emergency firefighting operations and when conducting firefighting trainings at the fire training facility located at Pinto Valle. The fire department is not authorized to use water from any other fire hydrant throughout the city for firefighting trainings or for washing of any units and/or fire protection equipment unless there prior request and approval from the Utilities Department. Washing of any city units and/or fire protection equipment must be done at each corresponding fire station using water from the facility's water meter.

(d) Water from a fire hydrant shall not be used by any city department without a fire hydrant meter. Utilities staff are also prohibited from using water from a fire hydrant for any water-related operation without a fire hydrant meter installed.

(e) When an illegal connection is identified, staff take pictures, remove the illegal connection and confiscate the illegal device used as a connection, send correspondence to the property owner, and document the citation. The City of Laredo will also impose a $500 connection fee once the customer legally connects to the city's utility line. Water conservation inspectors also assist by issuing a citation for theft of water services and for having an illegal connection and also file a police report against the alleged violator. The Laredo Police Department then proceeds with an investigation, which may lead to prosecution.

Sec. 31-204. Public education and awareness program.

Public education is a key component of the Water Conservation Program and allows our community to become aware of our water conservation needs. The Water Conservation Program will continue to provide the public with information in English and Spanish about the Water Conservation Plan and Drought Contingency Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Information promoting Water Conservation and Drought Contingency Plan will be provided by means of social media campaigns, public events, press releases, and utility bill inserts as well as education and outreach campaigns

Sec. 31-205. Water rate and sewer rate structure.

The city has a water rate increase plan as specified in section 31-138, Water Rates. This water rate increase plan is a strategy placed in effect to discourage excessive use of water.

In addition to an escalating water rate structure, the city adopted a sewer rate increase plan as specified in section 31-92, Rates and Charges. This escalating water rate structure is a

strategy placed in effect to discourage excessive use of water. The more water that is used, the higher that the sewer rate will be.

Sec. 31-206. Reserved.

Sec. 31-207. Implementation and enforcement of the Water Conservation and Drought Contingency Plan.

(1) All water conservation orders described on this plan shall be enforced by the utility's water conservation inspectors, water conservation planner and other utility personnel designated by the utilities director, such as code enforcement inspectors, code-certified personnel from other city departments, police officers, and the municipal court, as appropriate.

(2) The alleged violator shall receive one (1) written warning before receiving the first citation. The written warning may be for violation of any section, or combination of sections, found on this water conservation plan. The citation, which shall be issued on the second offense and thereafter, shall be prepared in triplicate form and must contain the name and address of the alleged violator, if known, the offense charged, and shall direct him or her to appear at the City of Laredo Municipal Court on the date shown on the citation, which date shall be not less than five (5) days or more than ten (10) days from the date that the citation was issued. The citation must be issued to the alleged violator, an agent, manager, or employee of the violator, or to a person of age eighteen (18) years or older who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall be served with a copy of the citation, and a copy must be submitted to the water conservation program for data entry and recordkeeping. Any pictures taken as proof of violation shall also be submitted to the water conservation program with a copy of the citation. The original document(s) must be delivered to the City of Laredo Municipal Court for stamping and processing. The alleged violator shall appear at the City of Laredo Municipal Court to enter a plea of guilty or not guilty for the violation of this water conservation plan. If the alleged violator fails to appear in court, a warrant for his or her arrest may be issued by the City of Laredo Municipal Court. A summons to appear in court may also be issued in lieu of an arrest warrant. Cases involving a violation of the water conservation plan shall be expedited and given preferential setting at the City of Laredo Municipal Court before all other cases.

Sec. 31-208. Penalties for violation of the Water Conservation and Drought Contingency plan.

(a) After receiving one (1) written warning for any section or combination of sections, a person who violates this water conservation plan shall be issued a citation and may be guilty of a class C misdemeanor.

(b) Upon citation and conviction, any person violating these provisions shall be subject to punishment as provided in section 31-132 and/or receive a fine not less than fifty dollars ($50.00) and not more than one hundred dollars ($100.00) for the first offense;

a fine not less than two hundred dollars ($200.00) and not more than three hundred dollars ($300.00) for the second offense; a fine of not less than four hundred dollars ($400.00) and not more than five hundred dollars ($500.00) for the third and additional offenses.

(c) Each violation of a particular section of this division shall constitute a separate offense.

(d) All payments shall be made payable to the City of Laredo Municipal Court, as set forth in the City Code of Ordinances and approved and adopted by the city council.

(e) The court shall transfer a total of 50% of each fine to a "Water Conservation Fund" that will be designated to the Water Conservation Program. Funds from the "Water Conservation Fund" shall be used for programs related to water conservation, which include but are not limited to, educational materials, promotional items, and water conservation programs and activities for the community.

(f) The following violations of the water conservation ordinance will constitute an automatic citation: illegal connections, theft of water, vehicle washing for the purpose of fundraising and/or promoting a business, failure to repair a controllable leak within 5 days of discovery, ornamental fountain not recirculating, carwash facilities without a water recycling system installed or in working condition, and the unauthorized use or removal of a fire hydrant meter from a third-party other than the person or business who obtained the service agreement.

(g) A previous violation shall not be considered if a period of one (1) year has elapsed since the violation was first incurred or the property is acquired by a new owner or tenant.

Sec. 31-209. - Coordination with regional water planning groups.

The service area of the City of Laredo is located within the Rio Grande planning area. The City of Laredo has provided a copy of this Plan to the Rio Grande planning group, Region M. The Water Conservation Planner will provide a copy of the updated Water Conservation and Drought Contingency Plan as required by the Texas Water Development Board and the Texas Commission on Environmental Quality.

Sec. 31-210. Plan review and update.

The City of Laredo Utilities Department shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The City of Laredo Utilities Department shall review and update the next revision of its water conservation plan not later than May 1, 2024, and every five (5) years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

Sec. 31-211-212. Reserved.

Sec. 31-213. Conservation-oriented water rates and water rate structures.

The utilities department instituted an increasing water block rate schedule in April 2006, for a period of thirty-one (31) years, as approved by city council, categorizing a water rate structure for each of the following block tiers: residential, multi-family, residential irrigation, commercial, commercial irrigation, and commercial hydrant. As the water consumption increases, the water rate also increases, thereby, discouraging the use of excessive water use serving as an indirect conservation-oriented water rate structure. The water rate increase plan is as specified in the Laredo Code of Ordinances, Chapter 31-Utilities, Article III.-Water, Division 3.- Rates and Charges, Section 31-138-Water Rates. The sewer rate increase plan is as specified in section 31-92, Rates and Charges.

Sec. 31-214. Water-conserving plumbing fixtures.

Under the Texas Health and Safety Code, § 372.002, "Water Saving Performance Standards," water-conserving plumbing fixtures are required by all local municipalities in the State of Texas for new structures and existing structures undergoing substantial modification or addition.

Water conserving fixtures are required by the city as per the 2012 edition of the International Plumbing Code as adopted and referenced in Section 25-3.

Sec. 31-215. Reuse and recycling of wastewater.

(1) *Wastewater reuse program.* The City of Laredo Utilities Department has a wastewater reuse program, in which effluent is used at the wastewater treatment plant for many beneficial purposes. Effluent, which is treated wastewater that meets the requirements of the Texas Commission on Environmental Quality and is suitable for a beneficial use, is used by the utility for washdowns, dust control, cleaning of equipment, tank washing, and for site irrigation including the Laredo Country Club Golf Course and the Casa Blanca State Park Golf Course.

(2) *Vehicle wash facilities. (Regardless of date of operation commencement)*

(a) Vehicle washing facilities using conveying, touchless, or rollover technology shall reuse a minimum of fifty percent of water from previous rinses in subsequent washes.

(b) Self-service spray wands shall emit no more than three gallons of water per minute.

(c) Vehicle car washes are expected to maintain recycling systems and equipment in good working condition and provide periodic maintenance.

(3) *Bleeder lines from evaporative systems.* New and replacement bleeder lines from evaporative systems shall not be larger than one-eighth (⅛) inch diameter inside. Lines shall be directed to discharge the effluent outdoors to irrigate landscaping or other

vegetation, if possible, except where this would be impractical or unfeasible as determined by the utilities director.

(4) *Single-pass cooling or heating systems.* The use of water for non-residential single-pass cooling or heating systems is strictly prohibited, unless the water is reused and recycled for other purposes such as irrigating landscaping or other vegetation.

Sec. 31-216. Reserved.

Sec.31- 217. Landscape regulations applicable on and after January 1, 2025

Except as specifically provided with alternative effective dates, persons affected by the regulations set out herein below shall comply on or after January 1, 2025. A violation of this section and subsections shall be subject to the enforcement provisions set out in section 31-208. It shall be and is hereby declared unlawful for any person to violate, refuse, prohibit or fail to implement the requirements of this division, including but not limited to homeowners' associations (HOAs), renters, and property owners.

(a) *Xeriscaping option.*

(1) Effective January 1, 2025, homebuilders and/or developers subdividing lots and/or constructing new single-family homes will be required to offer a xeriscape option. An approved low water plant list for Laredo which lists all plants, shrubs, vines, groundcovers, perennials, ornamental grasses, trees, and turf grasses suitable for Laredo is available through the water conservation program on the City of Laredo Utilities Department website.

(2) Xeriscaping for existing public facilities. It will be required that landscaping on existing, municipal, county, state, and federal buildings, including public libraries, industrial parks, and commercial developments be converted to Xeriscape within ten (10) years from the effective date of this division.

(b) *Model homes.* Effective January 1, 2025, homebuilders and/or developers who construct model homes for a designated subdivision shall have at least on model home per subdivision landscaped according to xeriscape design.

(c) *Zonal system.* In-ground irrigation systems installed on and after January 1, 2006, shall be zonal irrigation system.

(d) *Pop-up sprays.* Pop-up sprays and irrigation rotor heads must be directed away from any impervious surfaces and shall not be placed less than 4 inches from an impervious surface.

Sec. 31-218. Outdoor water management applicable on and after January 1, 2025.

The following are outdoor water management requirements:

(a) *Hose bibb.* Every outdoor faucet in residential, commercial, or public facility shall have a hose bibb vacuum breaker installed in order to prevent water contamination to the facility and the city's water system. Effective January 2014, all hose bibb vacuum breakers shall be lead free.

(b) *Fountains.*

(1) All residential fountains and indoor commercial fountains can operate at any stage of drought if they have a water recycling system installed.

(2) Outdoor commercial fountains must have a City of Laredo variance in order to operate during drought stages 1 through 4.

(c) *Swimming pools.*

(1) All non-public swimming pools must have a minimum of 25 percent of the surface area covered with evaporation screens when not in use.

(2) Splash parks and all other water parks shall be equipped with filtration and recirculation systems and must be maintained in good working conditions.

(3) Pool companies offering installation and/or maintenance services under this code must give each customer written information on maintenance requirements, emphasizing preventive measures to maintain high water quality and alternatives to draining pools for water quality issues, unless draining is necessary for physical repairs.

The provisions of the water conservation plan shall not be interpreted as part of or in lieu of the city's drought contingency plan. During a more stringent drought triggering stage, the outdoor water use conditions from the drought contingency plan shall supersede this section.

Sec. 31-219. Reserved.

Sec. 31-220. Other water management strategies.

(a) *Irrigation for parks, golf courses, and athletic fields.* City of Laredo Parks may irrigate more than three times a week (except during Stage 4) provided, an Annual Water Conservation Plan is submitted to the Water Conservation Program. Effective January 1, 2025, operators of golf courses, athletic fields, and parks that do not use effluent water must submit an Annual Water Conservation Plan no later than August 1, 2025. The water conservation plan shall include conservation goals and targets, conservation improvements from the year prior and improvements for the year ahead, and techniques and technologies that will reduce the loss of water, or increase the recycling and reuse of water. A revised plan should be submitted every year by August 1.

(b) *Mobile Vehicle Washing.*

(1) Mobile vehicle washing businesses, which provides on-site services, will not be permitted, unless a permit is obtained from the City of Laredo. In addition, mobile vehicle washing businesses will not be permitted to operate unless all run-off water is captured and properly disposed of. Discharge of wastewater from cleaning activities to the street, gutter or storm drain is strictly prohibited. Businesses must use an eco-

friendly vehicle washing system that features a super fine mist of 1.6 gallons of water per minute or less.

(2) Vehicle washing for fundraising or promotion of business will no longer be permitted unless conducted at a commercial car wash.

Sec. 31-221. Reserved.

Sec. 31-222. Citizen participation.

All citizens are required to participate in water conservation and encouraged to report any violation of this division to the City of Laredo Utilities Department—Water Conservation Program at (956) 721-2020, or the 311 Call Center at 3-1-1.

Sec. 31.223. Exempted Parties.

Owners of water wells, owners of water rights, and effluent users are exempt from the provisions of this division, except that they are prohibited from allowing water to spray or run off in any street, gutter, ditch, or drain, or to any adjacent property.

Customers using effluent for irrigation or other purposes shall have an approved written agreement from the City of Laredo Utilities Department.

Secs. 31-224—31-235. Reserved.

Sec. 31-236. Public Notification

(1) The City Manager, City Council, or designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists.

(2) The public will be notified by means of City of Laredo website, City of Laredo Utilities website, public service announcements, social media announcements, and notice on monthly bill.

Sec. 31-237. Criteria for Initiation and Termination of Drought Response Stages

The triggering criteria described below are based on the average Amistad Reservoir capacity, Amistad/Falcon combined Reservoir capacity, and/or water treatment plant capacity.

(a) ***Stage 1 -- MILD Water Shortage Conditions.***

(1) Criteria for initiation:

Water treatment plant capacity has reached or exceeded 85% of delivery capacity for 4 consecutive days;

The Amistad Reservoir is at 51% storage capacity or higher; or

The combined capacity of the Amistad/Falcon reservoirs is 70% or higher capacity.

(2) Management measures:

Customers shall adhere to mandatory conservation measure and adhere to the prescribed restrictions on certain water uses as outlined in Sec.31-238.

(3) Criteria for termination:

Stage 1 of the drought response stages will remain in effect if no other stage is in place.

(b) ***Stage 2 Triggers – MODERATE Water Shortage Conditions***

(1) Criteria for initiation:

Water treatment plant capacity has reached or exceeded 90% of delivery capacity for 3 consecutive days;

The Amistad Reservoir between 25% and 50% storage capacity; or

The combined capacity of the Amistad/Falcon reservoirs is between 21% and 69% capacity.

(2) Management measures:

Customers shall adhere to mandatory conservation measure and adhere to the prescribed restrictions on certain water uses as outlined in Sec.31-238.

(3) Criteria for termination:

Stage 2 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

(c) ***Stage 3 Triggers – CRITICAL Water Shortage Conditions***

(1) Criteria for initiation:

Water treatment plant capacity has reached or exceeded 95% of delivery capacity for 2 consecutive days;

The Amistad Reservoir is lower than 25% storage capacity;

The combined capacity of the Amistad/Falcon reservoirs is lower than 20% capacity; or

The Rio Grande's water levels are not high enough for collection through the intake

(2) Management measures:

Customers shall adhere to mandatory conservation measure and adhere to the prescribed restrictions on certain water uses as outlined in Sec.31-238.

(3) Stage 3 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

(d) ***Stage 4 Triggers – EXTREME DROUGHT OR EMERGENCY Water Shortage Conditions***

(1) Criteria for initiation (Extreme Drought):

The City Council will determine initiation of Stage 4 if any of the following criteria or combination of criteria are met;

Water treatment plant capacity has reached or exceeded 95% of delivery capacity for 5 consecutive days;

The Amistad Reservoir is lower than 20% storage capacity;

The combined capacity of the Amistad/Falcon reservoirs is lower than 15% capacity; or

The Rio Grande's water levels are not high enough for collection through the intake.

(2) Criteria for initiation (Emergency Water Shortage):

Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service;

Natural or man-made contamination of the water supply source(s); or

Water from the Rio Grande is unable to be pumped into water treatment plant system due to extreme drought conditions and depletion of the Rio Grande.

(3) Management measures:

Customers shall adhere to mandatory conservation measure and adhere to the prescribed restrictions on certain water uses as outlined in Sec.31-238.

(4) Criteria for termination:

The extreme drought or emergency water shortage condition may be rescinded when the City Manager, or designee, deems appropriate.

Sec. 31-238. Designated drought response stages and water use reduction measures.

Stage 1—Mild water shortage watch.

(1) *Triggering level.* Amistad conservation level is above fifty-one (51) percent, water treatment plant capacity is less than eighty-five (85) percent for four (4) consecutive days, or combined reservoir storage is at seventy (70) percent or higher.

(2) *Cumulative reduction goal.* 15% In daily water demand.

(3) *Wasting water.* The following uses of water are defined as wasting water and are prohibited:

(a) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(b) Failure to repair a controllable leak from a faucet, hose, sprinkler, backflow preventer, or meter within 5 days.

(c) Operating an irrigation system with a broken head, head that is out of adjustment or a head that is misting due to high water pressure;

(d) Allowing overspray and runoff during irrigation that runs, flows, or streams in a way that extends into streets, driveways, or other impervious surfaces for a distance of 30 feet or greater or that causes water to pond at a depth of 0.25 inches or greater;

(e) Washing sidewalks, streets, driveways, parking area, tennis courts, buildings and structures or other paved areas, except to alleviate immediate fire hazards;

(f) Watering during precipitation.

(4) *Irrigation schedule.* Landscape watering with an irrigation system, sprinkler or soaker hose is allowed only three times a week before 8 a.m. and after 7 p.m. on your designated watering day, as determined by the last digit of your address. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to water between designated hours on Mondays, Wednesdays, and Fridays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water between designated hours on Tuesdays, Thursdays, and Saturdays. Landscape irrigation using a handheld hose with a positive shut-off nozzle, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system shall be permitted any day at any time. Leaving a water hose unattended is strictly prohibited.

Stage 1	
Addresses ending in:	Addresses ending in:
0,2,4,6,8	1,3,5,7,9
Mondays, Wednesdays and Fridays only	Tuesdays, Thursdays and Saturdays only

(5) *Mandatory Restrictions.* During Stage 1, the following restrictions shall apply to all persons.

(a) Washing of automobiles, trucks, trailers, boats, airplanes, and other mobile equipment with hand-held hoses that are equipped with a positive shut-off nozzle or buckets is permitted on designated days and times only. Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station;

(b) Vehicle washing may be exempted from this division if the health, safety and welfare of the public are contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables;

(c) Use of commercially operated cosmetic power/pressure washing equipment is not permitted unless it is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and is equipped with a positive shut-off nozzle with a protective weep mechanism;

(d) Draining of swimming pools, hot tubs, and similar facilities is prohibited, except onto pervious surfaces;

(e) Filling and makeup of existing swimming pools, hot tubs, and similar facilities is permitted on designated days and times only.

(f) The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division.

(5) *Essential use:*

(a) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Laredo.

(b) Medical use by health care facilities. No restrictions.

(6) *Water utility use:*

(a) Reduction of average system pressure to fifty (50) psi is recommended;

(b) Leak detection and system repairs are recommended;

(c) Stabilizing and equalizing system pressure is recommended;

(d) Sewer line flushing: prohibited unless required for decontamination and/or public safety;

(e) Fire hydrant flushing: prohibited unless required for decontamination and/or public safety;

Stage 2—Moderate water shortage watch.

(1) *Triggering level.* Amistad conservation level between twenty-five (25) and fifty (50) percent, water treatment plant capacity is ninety (90) percent for three (3) consecutive days, or combined reservoir storage is between twenty-one (21) and sixty-nine (69) percent.

(2) *Cumulative reduction goal.* 20% reduction in daily water demand.

(3) *Wasting water.* The following uses of water are defined as wasting water and are prohibited:

(a) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(b) Failure to repair a controllable leak from a faucet, hose, sprinkler, backflow preventer, or meter within 5 days.

(c) Operating an irrigation system with a broken head, head that if out of adjustment or a head that is misting due to high water pressure;

(d) Allowing overspray and runoff during irrigation that runs, flows, or streams in a way that extends into streets, driveways, or other impervious surfaces for a distance of 30 feet or greater or that causes water to pond at a depth of 0.25 inches or greater;

(e) Washing sidewalks, streets, driveways, parking area, tennis courts, buildings and structures or other paved areas, except to alleviate immediate fire hazards.

(f) Watering during precipitation.

(5) *Irrigation schedule.* Landscape watering with an irrigation system, sprinkler or soaker hose is allowed only twice a week before 8 a.m. and after 7 p.m. on your designated watering day, as determined by the last digit of your address. Customers with an address ending in an even number (0, 2, 4, 6, and 8) are only allowed to water between designated hours on Mondays and Wednesdays only. Customers with an address ending in an odd number (1, 3, 5, 7, and 9) are only allowed to water between designated hours on Tuesdays and Thursdays only. Landscape irrigation using a handheld hose with a positive shut-off nozzle or drip irrigation shall be permitted any day at any time. Leaving a water hose unattended is strictly prohibited.

Stage 2	
Addresses ending in:	Addresses ending in:
0,2,4,6,8	1,3,5,7,9
Mondays and Wednesdays only	Tuesdays and Thursdays only

(5) *Mandatory restrictions.* During Stage 2, the following restrictions shall apply to all persons, commercial, and industrial users. Notice of such order shall be given by the city manager and/or mayor through appropriate circular, television, radio, newspaper and social media and include the following restrictions:

(a) Commercial nurseries, commercial sod farms, and other similar establishments are prohibited from watering between the hours of 11:00 a.m. and 6:00 a.m.;

(b) Washing of automobiles, trucks, trailers, boats, airplanes, and other mobile equipment with hand-held hoses that are equipped with a positive shut-off nozzle or buckets is permitted on designated days and times only. Washing may

be done at any time on the immediate premises of a commercial carwash or commercial service station.

(c) Vehicle washing may be exempted from this division if the health, safety and welfare of the public are contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables;

(d) Use of commercially operated cosmetic power/pressure washing equipment is not permitted unless it is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and is equipped with a positive shut-off nozzle with a protective weep mechanism;

(e) Draining of swimming pools, hot tubs, and similar facilities is prohibited, except onto pervious surfaces;

(f) Filling and makeup of existing swimming pools, hot tubs, and similar facilities is permitted on designated days and times only.

(g) The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division.

(6) *Essential use:*

(a) Firefighting. No restrictions;

(b) Medical use by health care facilities. No restrictions.

(7) *Water utility use:*

(a) Reduction of average system pressure to fifty (50) psi is recommended;

(b) Leak detection and system repairs are recommended;

(c) Stabilizing and equalizing system pressure is recommended;

(d) Sewer line flushing: reduction is recommended.

(e) Fire hydrant flushing: reduction is recommended.

(f) Power production use: reduction of water use for power production is recommended.

Stage 3—Critical water shortage condition.

(1) *Triggering level.* Amistad Dam Capacity level is below twenty-five (25) percent, water treatment plant capacity is ninety-five (90) percent for two (2) consecutive days, combined reservoir storage is below twenty (20) percent, or the Rio Grande levels are not high enough for collection through the intake.

(2) *Cumulative reduction goal.* 25% in daily water demand.

(3) *Wasting water.* The following uses of water are defined as wasting water and are prohibited:

(a) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(b) Failure to repair a controllable leak from a faucet, hose, sprinkler, backflow preventer, or meter within 5 days.

(c) Operating an irrigation system with a broken head, head that if out of adjustment or a head that is misting due to high water pressure;

(d) Allowing overspray and runoff during irrigation that runs, flows, or streams in a way that extends into streets, driveways, or other impervious surfaces for a distance of 30 feet or greater or that causes water to pond at a depth of 0.25 inches or greater;

(e) Washing sidewalks, streets, driveways, parking area, tennis courts, buildings and structures or other paved areas, except to alleviate immediate fire hazards.

(f) Watering during precipitation.

(4) *Irrigation schedule.* Landscape watering with an irrigation system, sprinkler or soaker hose is allowed only once a week before 8 a.m. and after 7 p.m. on your designated watering day, as determined by the last digit of your address. Customers with an address ending in an even number (0, 2, 4, 6, and 8) are only allowed to water between designated hours on Mondays only. Customers with an address ending in an odd number (1, 3, 5, 7, and 9) are only allowed to water between designated hours on Thursdays only. Landscape irrigation using a handheld hose with a positive shut-off nozzle or drip irrigation shall be permitted on designated days only. Leaving a water hose unattended is strictly prohibited:

(a) The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited. Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station.

Stage 3	
Addresses ending in:	Addresses ending in:
0,2,4,6,8	1,3,5,7,9
Mondays only	Thursdays only

(5) *Mandatory compliance—Water shortage alert.* During Stage 3, the following restrictions shall apply to all persons, commercial, and industrial users. Notice of such order shall be given by the city manager and/or mayor through appropriate circular, television, radio, newspaper and social media and include the following restrictions:

(a) Washing of automobiles, trucks, trailers, boats, airplanes, and other mobile equipment with hand-held hoses that are equipped with a positive shut-off nozzle or buckets is permitted on designated days and times only. Washing may

be done at any time on the immediate premises of a commercial carwash or commercial service station;

(b) The maximum monthly water use allocation for residential customers will be set to 20,000 gallons and 15,000 gallons for commercial irrigation. Multifamily thresholds will be determined by multiplying the number of units by 20,000 gallons.;

(c) Vehicle washing may be exempted from this division if the health, safety and welfare of the public are contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables;

(d) Use of commercially operated cosmetic power/pressure washing equipment is not permitted unless it is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and is equipped with a positive shut-off nozzle with a protective weep mechanism;

(e) Draining of swimming pools, hot tubs, and similar facilities is prohibited, except onto pervious surfaces;

(f) The makeup of new swimming pools, hot tubs is prohibited. The filling or refilling of residential swimming and/or wading pools is prohibited;

(g) The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division;

(h) No bulk water sales shall be made from the city or water points for any purpose when such water will be transported by any tanker truck or similar type vehicle outside the City of Laredo except for domestic or residential use or for livestock as approved by the utilities director;

(i) Fire hydrant water sales shall cease. Users shall be directed to obtain effluent from the wastewater treatment plants as available. Potable water shall only be made available for direct human consumption, to maintain sanitary conditions and for livestock only with written approval from the utilities director;

(j) A water use surcharge of ten dollars ($10.00) per thousand gallons shall be levied against residential single family and multi-family customers that use over twenty thousand (20,000) gallons per month and commercial irrigators that use over fifteen thousand (15,000) gallons per month

(6) *Essential use.*

(a) Firefighting. No restrictions.

(b) Medical use by health care facilities. No restrictions.

(7) *Water utility use.*

(a) Reduction of average system pressure to fifty (50) psi is recommended.

(b) Leak detection and system repairs are recommended.

(c) Stabilizing and equalizing system pressure is recommended.

(d) Sewer line flushing: reduction is recommended.

(e) Fire hydrant flushing: reduction is recommended.

(f) Power production use: reduction of water use for power production is recommended.

Stage 4—Extreme heat or Emergency water shortage condition.

Stage 4 restrictions may be declared if the total supply of the Amistad Reservoir is insufficient to meet customer demand, even while complying with lesser restriction stages. These restrictions may be declared at the discretion of the City Manager upon completion of a 30-day monitoring period following Stage 3 declaration.

(1) *Triggering level,* Amistad conservation level is less than twenty (20) percent, water treatment plant capacity is ninety-five (95) percent for five (5) consecutive days, combined reservoir storage is lower than fifteen (15) percent, or the Rio Grande levels are not high enough for collection through the intake.

(2) *Cumulative reduction goal.* To be determined by the Water Conservation Program to protect human health, safety.

(3) *Mandatory restrictions—Water shortage emergency.* During Stage 4, the following restrictions shall apply to all persons, commercial, and industrial users. Notice of such order shall be given by the city manager and/or mayor through appropriate circular, television, radio, newspaper and social media and include the following restrictions:

(a) No applications for new, additional, either expanded or increased in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved or installed except as approved by the city utilities director;

(b) All locations of water use to nonessential industrial and commercial customers shall be reduced to amounts as established by the city utilities director;

(c) The maximum monthly water use allocation for residential customers will be set to 15,000 gallons and 10,000 gallons for commercial irrigation. Multifamily thresholds will be determined by multiplying the number of units by 20,000 gallons. Other thresholds may be established by the city council upon recommendation by the city utilities director;

(d) Irrigation utilizing hose-end sprinklers or automatic sprinkler systems for lawns, gardens, landscaped areas, trees, shrubs and other plants is prohibited. Irrigation of lawns, gardens, landscaped areas, trees, shrubs or other plants is not permitted at any time. During Stage 4, the use of hand-held hoses or drip irrigation systems is not allowed. Zero tolerance for outdoor water usage;

Stage 4
Zero outdoor water usage permitted

(e) The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited;

(f) No bulk water sales shall be made from the city or water points for any purpose when such water will be transported by any tanker truck or similar type vehicle outside the City of Laredo except for domestic or residential use or for livestock as approved by the utilities director;

(g) Fire hydrant water sales shall cease. Users shall be directed to obtain effluent from the wastewater treatment plants as available. Potable water shall only be made available for direct human consumption, to maintain sanitary conditions and for livestock only with written approval from the utilities director.

(h) The makeup of new swimming pools, hot tubs is prohibited. The filling of water to residential swimming and/or wading pools is prohibited;

(i) The operation of any ornamental fountain or other structure making similar use of water is prohibited;

(j) The use of water for irrigation for parks, plazas, and squares is prohibited. The irrigation of golf course fairway is absolutely prohibited;

(k) Irrigation for athletic fields is prohibited;

(l) A water use surcharge of ten dollars ($10.00) per thousand gallons shall be levied against residential single family and multi-family customers that use over fifteen thousand (15,000) gallons per month and commercial irrigators that use over ten thousand (10,000) gallons per month;

(m) Any irrigation system found irrigating at any time during a Stage 4 will result in the irrigation meter to be cut off temporarily until Stage 4 is lifted or reversed to a Stage 3, Stage 2, or a Stage 1.

(4) *Wasting water.* The following uses of water are defined as wasting water and are prohibited:

(a) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(b) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(c) Failure to repair a controllable leak from a faucet, hose, sprinkler, backflow preventer, or meter within 5 days.

(d) Operating an irrigation system with a broken head, head that if out of adjustment or a head that is misting due to high water pressure;

(e) Allowing overspray and runoff during irrigation that runs, flows, or streams in a way that extends into streets, driveways, or other impervious surfaces for a distance of 30 feet or greater or that causes water to pond at a depth of 0.25 inches or greater;

(f) Washing sidewalks, streets, driveways, parking area, tennis courts, buildings and structures or other paved areas, except to alleviate immediate fire hazards.

(g) Watering during precipitation.

(5) *Essential use:*

(a) Firefighting. No restrictions;

(b) Medical use by health care facilities. No restrictions.

(6) *Water utility use:*

(a) Reduction of average system pressure to fifty (50) psi is recommended;

(b) Leak detection and system repairs are recommended;

(c) Stabilizing and equalizing system pressure is recommended;

(d) Sewer line flushing: prohibited unless required for decontamination and/or public safety;

(e) Fire hydrant flushing: prohibited unless required for decontamination and/or public safety;

(f) Power production use: reduction of water use for power production is recommend.

Secs. 31-239-240. Reserved.

Sec. 31-241. Variances.

The city manager, or his/her designee, including the utilities director, may in writing, grant temporary variance for existing water uses otherwise prohibited under this plan when it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one (1) or more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

(2) Alternative methods can be implemented and will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this division shall file a written petition for a variance with the city utilities department within five (5) days after Stage 2, Stage 3, or Stage 4 has been declared. All petitions for variances shall be reviewed by the city manager, or his/her designee, including the utilities director, and shall include the following:

(1) Name, address, and contact information of the petitioner(s).

(2) Purpose of water use in detail.

(3) Specific provision(s) of the plan from which the petitioner is requesting relief.

(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.

(5) Description of the relief requested.

(6) Period of time for which the variance is sought.

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.

(8) Other pertinent information.

Variances granted by the city utilities department shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

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

Any petitioner requesting a variance will agree to follow certain watering conditions, as described in the approved variance, and violation of such conditions will result in a water waste fine without prior written warning(s).

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Final Readings 27.**

SUBJECT
An Ordinance authorizing the City Manager to accept and enter into a contract from the Department of Health and Human Services, Children & Youth with Special Health Care Needs Case Management (CYSHCN) Grant, amending the FY2023-2024 City of Laredo Public Health Department budget by appropriating revenues and expenditures in the amount of $88,000.00, with no match for the City of Laredo Public Health Department, and amend the City of Laredo Public Health Department FY2023-2024 Full-Time Equivalent (FTE) position listing by adding one (1) Caseworker, 206 position, with four (4) one-year renewals to include total grant amount of $440,000.00 for the term period from September 01, 2024 through August 31, 2029.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Department of Health and Human Services contracts with The City of Laredo Public Health Department to provide public health services through Children and Youth with Special Health Care Needs Grant (CYSHCN). Through this partnership, Laredo Public Health Department will be able to provide leadership in assessing, prioritizing, and addressing the health needs of children and youth up to age 21 with special health care needs and individuals of any age with cystic fibrosis in Texas, to promote the health of families through advocacy and education and to ensure access to high-quality, community-based, preventive, primary and specialty health care.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	CYSHCN Grant
Account #:	226-6051
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in revenue account 226-0000-323-4006 and the expenditure division is 226-6051 with project number HECY01.

ORDINANCE NO. 2024-0-123

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, CHILDREN & YOUTH WITH SPECIAL HEALTH CARE NEEDS CASE MANAGEMENT GRANT, AMEND THE FY2023-2024 CITY OF LAREDO PUBLIC HEALTH DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $88,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, AND AMEND THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FY2023-2024 FULL-TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) CASEWORKER, 206 POSITION, WITH FOUR (4) ONE-YEAR RENEWALS FOR A TOTAL AMOUNT OF $440,000.00 FOR THE TERM PERIOD FROM SEPTEMBER 01, 2024 THROUGH AUGUST 31, 2029.

WHEREAS, The Department of Health and Human Services contracts with The City of Laredo Public Health Department to provide public health services through Children and Youth with Special Health Care Needs Grant (CYSHCN). Through this partnership, Laredo Public Health Department will be able to provide leadership in assessing, prioritizing, and addressing the health needs of children and youth up to age 21 with special health care needs and individuals of any age with cystic fibrosis in Texas, to promote the health of families through advocacy and education and to ensure access to high-quality, community-based, preventive, primary and specialty health care.

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

Section 1: The City Manager is authorized to accept and enter into a contract from the Department of Health and Human Services, Children & Youth with Special Health Care Needs Case Management (CYSHCN) Grant, amend the FY2023-2024 City of Laredo Public Health Department budget by appropriating revenues and expenditures in the amount of $88,000.00, with no match for the City of Laredo Public Health Department, and amend the City of Laredo Public Health Department FY2023-2024 Full-Time Equivalent (FTE) position listing by adding one (1) Caseworker, 206 position, with four (4) one-year renewals for a total amount of $440,000.00 for the term period from September 01, 2024 through August 31, 2029.

Section 2: The revenue account is 226-0000-323-4006 and the expenditure division is 226-6051 with project number HECY01.

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 28.**

SUBJECT
Consideration to authorize 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. Funding is available in the Laredo Bridge System Construction Fund.

PREVIOUS COUNCIL ACTION
None

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 this 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: Quimby5.31
Prepared for: City of Laredo
Date: 6.4.24

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							
		DIR-TSO-4354						
		Quantity 4, Eaton 9355-20-30, VRLA Sealed, 6		Two YR				
	(BL07CAXX)	**P-106000220, Corrective Labor Coverage extended from 1 to 2-yrs** · N/A Response Time · Age based pricing has been applied · EOSL Status Active		TBD	TBD	$484.64	$1,938.56	$1,647.78
	(P-106000220)	**Battery Replacement Items** · 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				
	(BL07CAXX)	**P-106000226, Corrective Labor Coverage extended from 1 to 2-yrs** · N/A Response Time · Age based pricing has been applied · EOSL Status Active		TBD	TBD	$479.98	$1,919.92	$1,631.93
	(P-106000226)	**Battery Replacement Items** • 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: 6.4.24
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
	245753-15							
		DIR-TSO-4354						
		Quantity 4, Eaton 9355-20-30, VRLA Sealed, 6		One YR				
	(FL87NXXX-0030)	**Flex: 8 Hr Rsp, 7x24 Cvg**						
		· After Hours (7x24) w/ Parts&Labor		TBD	TBD			
		· 8 HR Response Time						
		· PredictPulse Remote						
		· 1x UPS PM, After Hrs, 7x24,includes internal battery PM, 1						
	(0005NXXX-0030-1)	PM per year				$1,920.00	$7,680.00	$6,528.00
	(XXXXWEXX-0030)	· 1x PredictPulse Wireless						
		· EOSL Status Moving to Best Effort on Jan 1, 2034						
		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 9355 Service Life Extension Program, UPS Electronics						
	(P-106000287)	Replacement, 20-30 KVA, 208V,				$21,362.00	$85,448.00	$72,630.80
		• 1x INDGW-X2, Industrial						
	(744-07538)	Gateway Card (X-Slot)				$597.00	$2,388.00	$2,029.80
		• 1x Eaton Universal Accessories						
	(P-103003411)	Power (UAP) 208V				$1,143.00	$4,572.00	$3,886.20
	(P-154000455)	• 1x PredictPulse Modem Kit				$1,170.00	$4,680.00	$3,978.00
		• 1x						
	(744-A4026)	EMPDT1H1C2,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				
	(FL87NXXX-0015)	**Flex: 8 Hr Rsp, 7x24 Cvg**		TBD	TBD			
		• After Hours (7x24) w/ Parts&Labor						
		• 8 HR Response Time						
		• PredictPulse Remote Monitoring						
		• 1x UPS PM, After Hrs, 7x24,includes internal battery PM, 1						
	(0005NXXX-0015-1)	PM per year				$1,807.00	$7,228.00	$6,143.80
	(XXXXWEXX-0015)	• 1x PredictPulse Wireless						
		• EOSL Status Moving to Best Effort on Jan 1, 2034						

	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			
(P-106000285)	Replacement, 8-15 KVA, 208V, 7x24	$10,008.00	$40,032.00	$34,027.20
	• 1x INDGW-X2, Industrial			
(744-07538)	Gateway Card (X-Slot)	$597.00	$2,388.00	$2,029.80
	• 1x Eaton Universal Accessories			
(P-103003411)	Power (UAP) 208V	$1,143.00	$4,572.00	$3,886.20
(P-154000455)	• 1x PredictPulse Modem Kit	$1,170.00	$4,680.00	$3,978.00
	• 1x			
(744-A4026)	EMPDT1H1C2,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
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: 6/24/2024 **Consent Agenda 29.**

SUBJECT
Authorization to reject the inclusion of an intelligent freight system concept to the City's pending presidential permit for the Colombia-Solidarity Bridge due to timing concerns.

PREVIOUS COUNCIL ACTION
Through Council Item 24-C-109 Council motioned to look into including Green Corridors as part of the Colombia Presidential Permit and come back no later than 30 days.

BACKGROUND
The City of Laredo is in the process of finalizing a presidential permit application for the Colombia Solidarity Bridge. Through Council Item 24-C-109, the City looked into working with Green Corridors, an intelligent freight system concept, and including their concept within our presidential permit. The Colombia Bridge was included in the National Defense Authorization Act for FY 2024, which expedites presidential permitting processes for international bridge projects in Texas submitted this year. The proposed freight system as it is currently understood is still in development and has the potential to need work that would delay the submission of the presidential permit application. Additional background can be found in the memo from LJA Engineering attached to this item.

COMMITTEE RECOMMENDATION
n/a

STAFF RECOMMENDATION
City Staff recommends to not move forward with including this language as part of the presidential permit application.

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

210.503.2700
TBPELS F-1386
TBPELS 10110501
www.LJA.com
9830 Colonnade Boulevard, Suite 300, San Antonio, Texas 78230

June 14, 2024

Joseph Neeb, City Manager
City of Laredo
1110 Houston St.
Laredo, TX 78040

Re: Proposed "Freight Shuttle System" as part of Laredo-Colombia Solidarity Bridge Expansion

Dear Mr. Neeb,

It is our understanding that City Council took action on Monday, June 10, 2024, to amend the Memorandum of Understanding (MOU) with the State of Nuevo Leon to include a proposed "Freight Shuttle System" as part of the Laredo-Colombia Solidarity International Bridge Expansion project. As requested by City of Laredo management, we are offering our professional opinion on proceeding with this request.

The Laredo-Colombia Solidarity International Bridge was included in the National Defense Authorization Act (NDAA) for Fiscal Year 2024, which expedites the process for issuing Presidential Permits for international bridge projects in Texas for projects with applications submitted by the end of 2024. To submit a Presidential Permit Application (PPA) to the U.S. Department of State by the end of the year and get into queue, our PPA schedule will require us to submit a draft PPA to City of Laredo by late-October 2024. To accomplish this, we must first obtain agreement and commitment for the proposed bridge expansion layout from the State of Nuevo Leon. We will also be notifying the General Services Administration, and Customs and Border Protection among several other key stakeholders, of the proposed project layout and scope. Lastly, by assembling a complete PPA within that timeframe, the international bridge expansion/improvements are planned to tie into existing roadway infrastructure on both sides of the international border, keeping the discussions focused on the international bridge expansion component alone, simplifying the PPA, allowing us to meet this schedule.

The proposed "Freight Shuttle System" as we understand it, is still in development and is potentially years from having all aspects studied, planned, and coordinated on what its cross-border structure would tie into on either side of the border. It is our opinion that including this proposed project in the current/imminent PPA would almost certainly take the upfront work required to develop the PPA well into 2026. Any delay to the current international bridge expansion is significant, as the project is needed to meet current demands. It is also our opinion that omitting the "Freight Shuttle System" from this PPA is not likely to hinder the development of such a system in any meaningful way. Additionally, this would not prohibit either the City of Laredo or the State of Nuevo Leon from continuing discussions and coordination with Green Corridors on their proposed project. Once that project has more definition and certainty, we look forward to working on a separate PPA that can be developed and submitted for that project and working to deliver the "Freight Shuttle System" project.

It is our recommendation that City of Laredo postpone the proposed "Freight Shuttle System" into a separate PPA once construction begins on the Colombia Solidarity expansion project and continue discussions on the concept and feasibility with Green Corridors in parallel, allowing for focus on getting the current international bridge expansion project getting environmentally cleared, designed, and let for construction as soon as possible. We are happy to discuss in further detail with you and your staff regarding this recommendation.

Sincerely,

Melisa Montemayor, LGPP
Senior Vice President, LJA Engineering

Dacio Marin, P.E.
Vice President, LJA Engineering

Sidney Mielke, P.E.
Senior Project Manager, SEA

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 30.**

SUBJECT
Authorizing the City Manager to amend 3rd Party Funding Hotel/Motel contract with Laredo Heat Youth Soccer, Inc. by changing the original expenses approved that were awarded by City Council on October 2, 2023.

From:
Original Expense Line Budget

Field Rental Fee	$24,000.00
Player Registration Expense and Tournament Fees	$4,000.00
Game Field and Improvement Expense	$2,000.00

To:
Updated Expense Line Budget

Payroll Expense	$12,000.00
Game Field and Equipment Expense	$8,000.00
Player Registration Expense and Tournament Fees	$5,000.00
Field Rental Fee Expense	$3,000.00
Referee Fee Expense	$2,000.00

PREVIOUS COUNCIL ACTION
On October 2, 2024, City Council authorized the City Manager to award and enter into contract with Laredo Heat Youth Soccer, Inc.

BACKGROUND
Laredo Heat Youth Soccer, Inc applied for Hotel-Motel for the FY 2023-2024 and was awarded $30,000 to pay for field rental fee, player registration expense and tournament fees, and game field and improvements expense.

They recently requested a change on their expense line budget due to them building their own field.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends this motion be passed.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Hotel-Motel Tax
Account #:	244-4920-553-5479
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
No Financial Impact.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 31.**

SUBJECT
Discussion with possible action to enter into an Agreement with the Laredo PONY Association for sponsorship in an amount not to exceed $60,000.00 of the 2024 Super Regional Baseball Tournament to be held from July 5 through July 7, 2024, and the South Zone Colt & Palomino Tournament Baseball Tournament to be held from July 17 to July 20, 2024, and World Series Bronco & Palomino Baseball Tournament to be held from July 25 to the 29, 2024. It is anticipated that over 80 teams will participate from throughout the United States, Mexico, Europe, and, Asia. Funding is available in the Convention and Visitor's Bureau Fund.

PREVIOUS COUNCIL ACTION
City Council approved Laredo PONY Association sponsorship in June 2023

BACKGROUND
City Council has previously approved sponsorship for Laredo PONY Association in 2021, 2022, and 2023.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Yes

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	CVB Funding
Account #:	250.5315.553.5606
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Sponsorship in the amount not to exceed $60,000

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO, TEXAS A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS CITY MANAGER AND THE LAREDO PONY ASSOCIATION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into on the 25th day in the month of June, 2024 by and between the City of Laredo, Texas, hereinafter referred to as "CITY", and the Laredo PONY Association, hereinafter referred to as "PONY".

A. PURPOSE: The purpose of this document is to establish procedures and responsibilities regarding the support and direct involvement in the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u &18u in Laredo, Texas. The laws governing hotel tax expenditures specifically allow the City to support the event because of its potential to draw in tourists, specifically sports tournament participants. The event has a reasonable expectation to utilize a host hotel in Laredo, the majority of the participants in the event are expected to be tourists, and a hotel room block should be negotiated with a local service provider. Furthermore, the expenditures that will qualify for sponsorship are referenced in Exhibit A, the original budget submitted to the City of Laredo by PONY must be directly related to current year activity. At any time that the event participation becomes more than 40% local, the CITY will withdraw its financial support of the event. While visitor participation is maintained at 60% or more for the upcoming event, the City of Laredo shall provide up to $60,000 for the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u &18u in Laredo, Texas.

B. THE LAREDO PONY ASSOCIATION SHALL:

1. conduct the logistical and procedural tasks involved with the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u &18u in Laredo, Texas, including but not limited to execution of the event and promotion, etc.;

2. set a goal of a minimum of 84 teams traveling from out of town and work to attain that amount of participation;

3. submit detailed financial accounting, to include receipts of expenses to the CITY;

4. provide a Post Event Report to verify event information and results.

5. provide a list of additional private and public sponsors supporting the event in addition to the amount provided by the City of Laredo;

6. comply with all applicable Federal and State laws, the ordinances of the City of Laredo, and obtain and pay for all necessary permits, licenses, and any copyright fees.

7. contract Active Liability Insurance for the event;

8. maintain such insurance as will protect it from any and all claims under the Worker's Compensation Laws of the State of Texas. The Organization shall maintain such insurance as will protect the Organization from claims for damages because of bodily injury including death and from claims for damage to property which may arise out of and

during the conduct of the Organization's business, services, and activities. To this end, the Organization shall have and keep in effect during the term of this contract, public liability and property damage insurance in the amount of not less than $1,000,000.00 Copies of such certificates of insurance as reflect the above required coverage shall be made a part of this contract. Any failure of the Organization to maintain the specified insurance coverage's during the term of the events identified in the contract shall mean automatic termination of the contract.

9. account for expenditures under this contract in such a way that Organization income and expenses can be readily identified and audited and can be easily separated from other financial activities of the Organization. Any expenditures of the Organization which are allocated to this contract shall be distributed based on the requirements and activities of the Organization. the expenditures that will qualify for sponsorship are referenced in Exhibit A.

C. THE CITY OF LAREDO, TEXAS SHALL:

1. provide financial support in an amount not to exceed $60,000 on a reimbursement basis;
2. provide guidance with all aspects of the event;
3. reserve the right to withhold its participation and financial support of future PONY World Series or similar events;
4. pay the Organization for the services provided on the basis of a written request for payment submitted to the City of Laredo Convention & Visitors Bureau. Such written request for payment shall include (1) a statement describing the services rendered, (2) the amount being requested, and (3) shall have attached thereto any supporting documents, such as invoices, receipts, cancelled checks, and so forth;
5. provide in-kind services from the following departments:
    a. Parks & Leisure
    b. Police
    c. Fire
    d. Traffic

D. CONFLICT OF INTEREST

No officer or employee of the City and no member of the City governing body and no employee of the Organization and no member of the Organization’s governing board and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his personal pecuniary interest. Organizations covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the provisions of this contract.

E. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the city and its officials, employees and agents (collectively referred to as "indemnitees") from and against all lost, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or

DRAFT

liabilities (collectively referred to as "liabilities") by reason of any injury to or death of any person or damage o or destruction or loss of any property arising out of, resulting from, or in connection with: (1) the performance or non-performance of services contemplated by this contract but only to the extent caused by the negligent acts, errors, omissions, intentional forts, or a failure to pay a subcontractor or supplier committed by contractor or contractors' agent, consultant under contract, or another entity over which contractor exercises control, or its employees, agents, or subcontractors (collectively referred to as "contractors") and/or (2) the failure of contractor to comply with any of the para graphs or provisions of this contract or contract documents, or the failure of contractor to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, or local, in connection with the performance of this contract. Contractor expressly agrees to indemnify and hold harmless he indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of contractor, or any of its subcontractors, as provided above, for which contractors' liability to such employee or former employee would otherwise be limited to payments under state workers' compensation or similar laws. Nothing herein shall require contractor to indemnify, defend, or hold harmless any indemnitee for the indemnitee's own gross negligence or willful misconduct. Any and all discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this contract but thereafter so long as any liability could be asserted in regard to any acts or omissions of contract in performing services under this contract.

F. CONTRACT DEFAULT

If the Organization shall default in the performance of any of the terms or conditions of this agreement, it shall have thirty (30) calendar days after receiving written notice to cure such default. If the Organization fails to cure its default within such period of time, then City shall have the right to terminate this agreement. If this agreement is terminated, then City will not be responsible for obligations incurred by the Organization after the Organization receives written notice of termination or unless there was an eligible encumbrance or other legally binding obligation which existed prior to receipt of a written notice of termination. Should the Organization not adhere to any of the requirements in the signed contract the monies allocated to the Organization shall be reduced for the following year by 10%.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Each will abide by the items outlined in section B and C above.

2. This MOU may be altered or terminated by sending notice in writing to the principal contacts mentioned below. If this does not occur it will remain in effect until immediately after the 2024 PONY World Series in Laredo, Texas or until all bills and invoices are reconciled, if applicable.

3. Invoices must be submitted timely for payment to be rendered accordingly; no invoice will be accepted after the final accounting has been negotiated between the CITY and PONY immediately following the event. Invoices for the 2024 PONY World Series must

be submitted within the fiscal year that it occurs. As per City of Laredo Accounts Payable policy, allow 30-days for check to be issued.

4. Principal Contacts.

The principal contacts for this instrument are:

Laredo PONY Association	City of Laredo
Richard Rosas	Joseph Neeb, ICMA-CM, CEcD
Executive Director	City Manager
E-Mail: richard@rotextrucks.com	E-Mail: jneeb@ci.laredo.tx.us

DRAFT

_____	_____
Richard Rosas	Joseph Neeb, ICMA-CM, CEcD
Laredo PONY Association	City of Laredo

EXHIBIT A

Examples of expenses that may be submitted for reimbursement:

- Food and beverage related expenses involved in the direct hosting of Tournament participants
- Transportation costs with vehicle rental and fuel costs
- Outreach efforts that take PONY staff or volunteers out of town to promote the tournament
- Officials hosting expenses (mileage, meals ONLY)
- Materials and supplies employed directly in hosting/executing the Tournament
- Advertising spent directly on Tournament promotion

DRAFT

City Council

Meeting Date: 6/24/2024 **Consent Agenda 32.**

SUBJECT
Discussion with possible action to initiate a Sister Cities Agreement with the City of Ciudad Fernandez, San Luis Potosi, Mexico and any matters incident thereto.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Initiate a Sister Cities agreement with the City of Ciudad Fernandez, San Luis Potosi. Presently, Ciudad Fernandez's greenhouse plant exports are exclusively directed towards the United States, facilitated through the port of Laredo. The municipality seeks to diversify its export activities to include various agricultural products such as vegetables, berries, peanuts, cereals, and citrus fruits. This strategic initiative aims to fortify the prevailing camaraderie, collaboration, and economic prosperity between the two cities.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Yes

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	CVB Funds
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Agreement will not have any financial impact on the City of Laredo

Logo City of Laredo

Proclamation

Sister Cities

Logo City of Ciudad Fernandaz

Proclaiming the creation of a Sister City affiliation between the City of Laredo, Texas and the City of Ciudad Fernandez, San Luis Potosi, México.

THEREAS, the City of Ciudad Fernandez, San Luis Potosi, México by and through its Mayor Dr. Marco Antonio Gonzalez Jasso and its Council has invited the City of Laredo to become a sister city of said city; and

THEREAS, Dr. Victor D. Treviño, Mayor of the City of Laredo, gladly accepts said invitation to become a sister city of Ciudad Fernandez, San Luis Potosi, based on its traditional friendship ties, cordial relations, economic trade, its language, customs, and traditions of the Republic of México and its member states. Both municipalities hereby agree to cooperate and work in unison to promote happiness and prosperity and are united in the firm belief that this affiliation will bind the people of two cities in everlasting bonds of friendship and at the same time will mark another milestone in economic trade, as well as social and cultural development of both cities.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF LAREDO ON JULY 12, 2024:

Section 1: That the formation of a sister city affiliation between the City of Laredo Texas, and the City of Ciudad Fernandez, San Luis Potosi, is hereby approved.

Section 2: That the Mayor is hereby authorized to act as the official representative of the City of Laredo to carry out the intent of this proclamation.

Dr. Victor D. Treviño

Mayor, City of Laredo

Dr. Marco Antonio Gonzalez Jasso

Alcalde Ciudad Fernandez, San Luis Potosi

Attest

Mario I. Maldonado, Jr.

City Secretary

PROOF

CIUDAD FERNÁNDEZ
Gobierno Municipal
2021-2024

Ciudad Fernández, San Luis Potosí, 11 de Junio del 2024

Dr. Victor D. Treviño
Mayor of City of Laredo
Texas

El municipio de Ciudad Fernández, San Luis Potosí, México externa su interés de hermanarse con la Ciudad de Laredo, Texas, resaltando los siguientes aspectos de interacción entre ambas ciudades:

Laredo, Tx es el puerto más importante de la frontera norte de México. Para nuestro municipio es de fácil acceso a través de la carretera nacional 57. Nosotros contamos con 30 hectáreas de invernaderos de media y alta tecnología y actualmente el 100% de su producción se exporta a los Estados Unidos a través de este puerto comercial terrestre. Además, contamos con una superficie cultivable en el municipio de aproximadamente 16,000 hectáreas a cielo abierto, hoy día solamente 10,000 hectáreas se siembran de hortalizas, berries, cacahuate, cereales y cítricos, a diferencia de la agricultura protegida, toda esta producción se comercializa en nuestro país. Nos interesa vincularnos con la Ciudad de Laredo, Tx para comercializar la producción agrícola, artesanal, gastronómica y optimizar la rentabilidad. Será importante también el compartir experiencias comerciales bilaterales.

Actualmente no contamos con ningún programa de intercambio cultural ni educativo. A través de ellos queremos motivar, ampliar horizontes y enriquecer la visión de nuestros estudiantes viviendo la experiencia de otra cultura. Pretendemos ofrecer de esta forma beneficios mutuos a muchos estudiantes y estrechar fuertes lazos de amistad, cooperación y confianza.

De acuerdo con las cifras del Instituto de los Mexicanos en el Exterior (IME), el 85% de los Fernandenses ingresa a los Estados Unidos por esta frontera y según datos del Departamento de Seguridad Nacional de EE. UU., más de 1,200,000 mexicanos cruzan mensualmente. Esta vinculación entre ambas ciudades nos ofrece grandes oportunidades de promoción turística y acuerdos comerciales bilaterales para incentivar y diversificar el mercado de los micro y pequeños empresarios y emprendedores de nuestro municipio.

Atentamente

ESTADOS UNIDOS MEXICANOS
H. AYUNTAMIENTO DE
CD. FERNÁNDEZ
CD. FERNÁNDEZ, S.L.P.
2021 2024

Dr. Marco Antonio González Jasso
Presidente Constitucional del municipio de
Ciudad Fernández, San Luis Potosí, México

City Council

Meeting Date: 6/24/2024 **Consent Agenda 33.**

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 12 months, for a total not to exceed $100,000.00. Funding is available in the American Rescue Plan Act Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The provider agrees to render all psychiatric nurse practitioner services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules, regulations, standards and guidelines in effect with Texas Health & Human Services Commission and Chapter 448 guidelines.

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
Account #:	271-7410-543-5528
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the American Rescue Plan Act Fund.
Account 271-7410-543-5528

INDEPENDENT CONTRACTOR – PSYCHIATRIC NURSE PRACTITIONER
SERVICE AGREEMENT

I. PARTIES

This Independent Agreement ("Agreement"), effective October 1st, 2024, between City of Laredo Detoxification Department, ROOTS Recovery Center ("Center"), and Gloria Nataki Koroma ("Practitioner").

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 $100,00.00.

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 12-months, ending September 30th, 2025.

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 executive these agreements as of the day and year set forth above.

CITY OF LAREDO

ROOTS RECOVERY CENTER authorized signature:

_____ **Date:** _____

Joseph Neeb
City Manager

_____ **Date:** _____

Viviana Martinez, Ph.D., DHA, LCDC, CART, QMHP
Detoxification Director
1300 Chicago St.
Laredo, Texas 78040
956-679-2826

APPROVED AS TO FORM

_____ **Date:** _____

Amber Holmes
Assistant City Attorney

_____ **Date:** _____

Mario Maldonado, Jr.
City Secretary

Provider:

_____ **Date:** _____

Gloria Nataki Koroma, DNP, PNP
3015 Chaucer Dr.
Laredo, Texas 78041

City Council

Meeting Date: 6/24/2024 **Consent Agenda 34.**

SUBJECT
Ratifying the execution of a service agreement between the City of Laredo Detoxification and Ritten Inc. for electronic medical record services for the City of Laredo Detoxification Department. Total contract will be for 30 months, for a total not to exceed $58,200.00. Funding is available in the American Rescue Plan Act Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The provider agrees to render all electronic medical record services necessary within the scope of practice for appropriate documentation of treatment services as defined and described by rules, regulations, standards and guidelines in effect with Texas Health & Human Services Commission and Chapter 448 guidelines.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the motion. Ritten Inc has been the electronic medical system for the ROOTS Recovery Center providing excelled services and compatible with the third-party billing service provider.

Fiscal Impact

Fiscal Year:	FY 24
Budgeted Y/N?:	Y
Source of Funds:	ARPA
Account #:	271-7410-543-5526
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the American Rescue Plan Act Fund.

Ritten EMR

Order

Order no. RIT-543
Created for {contact name}
{contact email}

Supplier

Ritten Inc.
306 U St NE
Washington, DC 20002
US

Ship to

The City of Laredo (Roots Detox)
Texas
United States

Service term	30 months
Effective date	07/01/2024
End date	12/31/2026
Currency	USD
Total amount	$58,200.00

Will vary based on usage

Recurring costs

Active Charts

Charts are charged based on the average active monthly census

24 charts x $50.00
$1,200.00

CRM

24 x $10.00
$240.00

Prescribing Individual (eRx)

2 prescribers x $75.00
$150.00

Allows access to Ritten e-prescribe integration through DoseSpot for individuals that are authorized to sign for medication

Billing Fee — **$350.00**

Fee includes up to 300 electronic claims, unlimited claim scrubbing, unlimited ERAs, and unlimited eligibility checks. Fee covers one rendering provider*.

Usage-based costs

Additional Rendering Provider — **$50.00** per rendering provider

- Any quantity of rendering providers billed through on a monthly basis exceeding the 1 included will charge at this rate and invoice monthly.

Additional Claims — **$0.67** per claim

Any monthly claim volume over 300 will be charged at this rate and invoiced monthly.

Attachments

Ritten Terms of Service

Payment schedule

Payment due immediately upon delivery of invoice

	Due Date	
2024	**Jul 01**	$1,940.00
	Aug 01	$1,940.00
	Sep 01	$1,940.00
	Oct 01	$1,940.00
	Nov 01	$1,940.00
	Dec 01	$1,940.00
2025	Jan 01	$1,940.00
	Feb 01	$1,940.00
	Mar 01	$1,940.00
	Apr 01	$1,940.00
	May 01	$1,940.00
	Jun 01	$1,940.00
	Jul 01	$1,940.00
	Aug 01	$1,940.00
	Sep 01	$1,940.00
	Oct 01	$1,940.00
	Nov 01	$1,940.00
	Dec 01	$1,940.00
2026	Jan 01	$1,940.00
	Feb 01	$1,940.00
	Mar 01	$1,940.00
	Apr 01	$1,940.00
	May 01	$1,940.00
	Jun 01	$1,940.00
	Jul 01	$1,940.00
	Aug 01	$1,940.00
	Sep 01	$1,940.00
	Oct 01	$1,940.00
	Nov 01	$1,940.00
	Dec 01	$1,940.00
2027	Jan 01	-

Business Associate Agreement

This Business Associate Agreement (this "***Agreement***") by and between The City of Laredo Roots Recovery Center ("***Covered Entity***") and Ritten, Inc. ("***Business Associate***"), is entered into on ("***Effective Date***"), for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("***HIPAA***") and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "***HITECH Act***").

Witnesseth

Whereas, Covered Entity is a covered entity as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information; and

Whereas, Business Associate has entered or may enter into an agreement or agreements with Covered Entity ("***Service Agreement***"), pursuant to which Business Associate may receive Protected Health Information for or on behalf of Covered Entity; and

Whereas, by providing services pursuant to the Service Agreement and receiving Protected Health Information for or on behalf of Covered Entity, Business Associate shall become a Business Associate of Covered Entity, as such term is defined under HIPAA, and will therefore have obligations regarding the confidentiality and privacy of Protected Health Information that Business Associate receives from or on behalf of, Covered Entity.

Now Therefore, in consideration of the mutual covenants, promises, and agreements contained herein, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms shall have the meanings ascribed to them below. All capitalized terms used but not otherwise defined herein will have the meaning ascribed to them by HIPAA.

(a) "***Protected Health Information***" or "***PHI***" is any information, whether oral or recorded in any form or medium that is created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual's past, present or future physical or mental health; (ii) the provision of health care to the individual; or (iii) the past, present or future payment for health care.

(b) "***Secretary***" shall refer to the Secretary of the U.S. Department of Health and Human Services.

(c) "***Unsecured PHI***" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary (e.g., encryption). This definition applies to both hard copy PHI and electronic PHI.

2. OBLIGATIONS OF BUSINESS ASSOCIATE.

(a) General Compliance with Law

Business Associate warrants that it, its agents and its subcontractors: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (ii) shall not use or disclose PHI other than as permitted or required by this Agreement or required by law; (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity; and (iv) shall only use and disclose the minimum necessary PHI for its specific purposes.

(b) Use and Disclosure of Protected Health Information

Subject to the restrictions set forth throughout this Agreement, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

Subject to the restrictions set forth in throughout this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that: (i) disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this Agreement with PHI, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity, [provided that the aggregated data does not reveal the specified patient's substance abuse problem as defined under 42 CFR 2.11 or the patient's status as a participant in a qualified Part 2 Program as defined under 42 CFR 2.11, to the extent applicable].

Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement. Once PHI has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this Agreement.

Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to the Agreement and Service Agreement.

(c) Covered Entity Obligations

To the extent that Business Associate is to carry out any of Covered Entity's obligations that are regulated by HIPAA, Business Associate shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.

(d) Safeguards

Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement. Business Associate shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this Agreement.

(e) Availability of Books and Records

Business Associate shall permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI in order to ensure that Covered Entity and/or Business Associate is in compliance with the requirements of HIPAA.

(f) Individuals' Rights to Their PHI

(i) Access to Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for access to PHI pursuant to 45 CFR Section 164.524, Business Associate, within ten (10) business days upon receipt of written request by Covered Entity, shall make available to Covered Entity such PHI. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as Required by Law, only Covered Entity will be responsible for releasing PHI to an Individual pursuant to such a request. Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR Section 164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

(ii) Amendment of Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for an amendment to PHI, Business Associate shall, within ten (10) business days upon receipt of a written request by Covered Entity, make available to Covered Entity such PHI. In the event that any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment to PHI and Business Associate will make no such determinations. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR Section 164.526, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

Within ten (10) business days of receipt of a request from Covered Entity to amend an individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.

(iii) Accounting of Disclosures

In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR Section 164.528, Business Associate shall, within ten (10) business days of a written request by Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI. At a minimum, Business Associate shall provide Covered Entity with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure. In the event that any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days. Covered Entity will be responsible for preparing and delivering an accounting to Individual. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this Agreement.

(g) Disclosure to Subcontractors and Agents

Notwithstanding anything to the contrary in the Services Agreement or this Agreement, Business Associate, subject to the restrictions set forth in this provision, may use subcontractors to fulfill its obligations under this Agreement. Business Associate shall obtain and maintain a written agreement with each subcontractor or agent that has or will have access to PHI, which is received from, or created or received by, Business Associate for or on behalf of Covered Entity, pursuant to which such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

(h) Reporting Obligations

In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than ten (10) business days after the date the Breach is discovered. Notice of a Breach shall include, to the extent such information is available: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if

known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.

In the event of a use or disclosure of PHI that is improper under this Agreement but does not constitute a Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.

In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within ten (10) business days of the date on which Business Associate becomes aware of such Security Incident. The parties acknowledge that unsuccessful Security Incidents that occur within the normal course of business shall not be reported pursuant to this Agreement. Such unsuccessful Security Incidents include, but are not limited to, port scans or "pings," and unsuccessful log-on attempts, broadcast attacks on Business Associate's firewall, denials of service or any combination thereof if such incidents are detected and neutralized by Business Associate's anti-virus and other defensive software and not allowed past Business Associate's firewall.

Business Associate will identify and respond internally to any suspected or known Breach of any Unsecured PHI, Security Incident or other improper use or disclosure of PHI, and will mitigate, to the extent practicable, their harmful effects, document their outcomes, and provide documentation of any successful Security Incident and Breach of any Unsecured PHI to Covered Entity upon request.

3. Obligations Of Covered Entity.

(a) Permissible Requests

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate applicable federal and state laws if such use or disclosure were made by Covered Entity. Covered Entity may request Business Associate to disclose PHI directly to another party only for the purposes allowed by HIPAA and the HITECH Act.

(b) Notifications

Covered Entity shall notify Business Associate of any limitation in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Term and Termination.

(a) General Term and Termination

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service Agreement and when all PHI provided by either party to

the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed, returned to Covered Entity, or protections are extended.

(b) Material Breach

Where either party has knowledge of a material breach by the other party, the non-breaching party shall provide the breaching party with an opportunity to cure. Where said breach is not cured to the reasonable satisfaction of the non-breaching party within twenty (20) business days of the breaching party's receipt of notice from the non-breaching party of said breach, the non-breaching party shall, if feasible, terminate this Agreement and the portion(s) of the Service Agreement affected by the breach. Where either party has knowledge of a material breach by the other party and cure is not possible, the non-breaching party shall, if feasible, terminate this Agreement and the portion(s) of the Service Agreement affected by the breach.

(c) Return or Destruction of PHI

Upon termination of this Agreement for any reason, Business Associate shall: (i) if feasible as determined by Business Associate, return or destroy all PHI received from, or created or received by Business Associate for or on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such information; or (ii) if Business Associate determines that such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS.

(a) Amendment

If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations.

(b) Interpretation

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA and the HITECH Act.

(c) Conflicting Terms

In the event that any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

(d) Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. Notices shall be deemed given upon receipt. Notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:
Name:
City of Laredo
ROOTS Recovery Center
1300 Chicago St., Ste. 101
Laredo, Texas 78041

If to Business Associate:

Ritten, Inc.

1500 Chestnut St. #1129

Attn: Noah Whitehead

(e) Severability

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
Name: Joseph Neeb	Name: Noah Whitehead
Title: City Manager	Title: Chief Executive Officer
Date:	Date:
Signature:	Signature: Noah Whitehead

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 35.**

SUBJECT
A resolution of the City Council of The City of Laredo, Texas authorizing the City Manager to submit a grant application in an amount not to exceed $2,000,000.00 to U.S. Department of Transportation (USDOT), under the 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Grant program for adaptive systems for the City of Laredo Traffic Department. If awarded, grant will allow the use of funding for advanced data technology and applications to provide traffic relief along FM1472 focusing on safety, reliability, resiliency, equity and access, climate change, and integration. The grant program does not require a local match. The grant will be accounted for in the Capital Grants Fund.

PREVIOUS COUNCIL ACTION
Council approved submission for the 2023 Strengthening Mobility and Revolutionizing Transportation (SMART) grant program on October 16, 2023 under 2023-R-198.

BACKGROUND
Application for the 2023 Strengthening Mobility and Revolutionizing Transportation (SMART) application was not selected for funding. The Department received feedback from USDOT on the 2023 application and will use the information to submit the new 2024 application.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	No
Source of Funds:	Capital Grants
Account #:	458
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
If awarded grant will be accounted for in the Capital Grants Fund.

RESOLUTION NO. 2024-R-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT NOT TO EXCEED $2,000,000.00 TO US DEPARTMENT OF TRANSPORTATION (USDOT), UNDER THE 2024 STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANT PROGRAM FOR ADAPTIVE SYSTEMS FOR THE CITY OF LAREDO TRAFFIC DEPARTMENT. IF AWARDED, GRANT WILL ALLOW THE USE OF FUNDING FOR ADVANCED TECHNOLOGY AND APPLICATIONS TO PROVIDE TRAFFIC RELIEF ALONG FM1472 FOCUSING ON SAFETY, RELIABILITY, RESILIENCY, EQUITY AND ACCESS, CLIMATE CHANGE, AND INTEGRATION. THE GRANT PROGRAM DOES NOT REQUIRE A LOCAL MATCH AT THIS TIME. THE GRANT WILL BE ACCOUNTED FOR IN THE CAPITAL GRANTS FUND.

Whereas, the *City Council of the City of Laredo* acknowledges and expresses its sincere and cordial intention to apply for the aforementioned funding opportunity; and

Whereas, the *City Council of the City of Laredo* finds it in the best interest of the citizens of the City of Laredo, Texas to formally apply and submit an application for the aforementioned Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program through the City of Laredo's Economic Development and Traffic Departments to improve the flow of traffic along FM1472 using adaptive systems

Whereas, the *City of Laredo* intends to apply under this grant opportunity for a Stage 1 – Planning and Prototyping grant that will serve as a model to help gather crucial information needed to create a fully realized implementation plan that the city can use for incorporating increased investments in technology when planning and developing future roadways and arterials that will be safer and more efficient for the residents of the community.

Whereas, the *City council of the City of Laredo* designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1: Authorizing the City Manager to submit a grant application in the amount not to exceed $2,000,000 to U.S. Department of Transportation (USDOT), under the 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program for adaptive systems for the City of Laredo Traffic Department. If awarded, grant will allow the use of funding for advanced technology and applications to provide traffic relief along FM1472 focusing on safety, reliability, resiliency, equity and access, climate change, and integration. The grant program does not require a local match at this time.

Section 2: This Resolution shall take effect immediately upon passage.

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

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 36.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to approve, enter into a Memorandum of Agreement (MOA), and to execute all relevant documents between the City of Laredo, Texas and Laredo College to provide a Workforce Development and Skills Certificate Program in the areas of Hospitality, HVAC, and Pharmacy Technician. The City appropriated $200,000.00 in funding for this program under the American Rescue Plan Act Fund.

PREVIOUS COUNCIL ACTION
For the last two years, City Council has approved 3 consecutive partnerships with Laredo College to provide workforce skills training, development training, and redevelopment training for individuals who may have experienced lay-off, furlough, or under-employment due to the COVID-19 pandemic.

BACKGROUND
This program will include a new cohort focused in the Hospitality industry as well as a second round of the high-demand HVAC & Pharmacy Technician certificate programs. These programs have impacted more than 1,000 residents providing them with job training and skills and workforce development opportunities.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	American Rescue Plan
Account #:	271-9813-513-5526
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
$200,000.00 available in the American Rescue Plan Act Fund

RESOLUTION NO. 2024-R-200

AUTHORIZING THE CITY MANAGER TO APPROVE, ENTER INTO A MEMORANDUM OF AGREEMENT (MOA), AND TO EXECUTE ALL RELEVANT DOCUMENTS BETWEEN THE CITY OF LAREDO, TEXAS AND LAREDO COLLEGE TO PROVIDE A WORKFORCE DEVELOPMENT AND SKILLS CERTIFICATE PROGRAM IN THE AREAS OF HOSPITALITY, HVAC, AND PHARMACY TECHNICIAN. FUNDING OF $200,000 HAS BEEN APPROPRIATED UNDER THE ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS.

Whereas, the United States Department of Treasury has adopted a Final Rule for use of funds provided under the American Rescue Plan Act (ARPA) that supports using ARPA funding to address economic fallout from the COVID-19 pandemic and to lay the foundation for a strong and equitable recovery; and

Whereas, the City of Laredo has received funds from the American Rescue Plan Act under the Coronavirus State and Local Fiscal Recovery Funds program; and;

Whereas, regulations implemented by the United State Treasury Department in their published Final Rule (31 CFR Part 35, RIN 1505-AC77) recognize that the pandemic has generated broad workforce disruption; and

Whereas, the City Council of the City of Laredo has approved to support programs that provide economic assistance and workforce development; and

Whereas, the City of Laredo has agreed to partner with Laredo College and to fund and provide workforce skills and development training programs for persons who experienced employment displacement as a result of the Covid-19 pandemic, and

Whereas, the City of Laredo Economic Development Department and Laredo College will partner to offer 2 (two) Hospitality Certificate Program, 1 (one) Heating, Ventilation, Air-Conditioning & Refrigeration Assistant Certificate Program, and 2 (two) Pharmacy Technician Programs.

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

Section 1: Authorizing the City Manager to approve and enter into a Memorandum of Agreement (MOA) between the City of Laredo, Texas ("City") and Laredo College to provide workforce skills training, development training, and redevelopment training for individuals who may have continued to experience lay-off, furlough, or under-employment due to the Covid-19 pandemic. The City will fund the program

in an amount not to exceed $200,000. Funding is available under the American Rescue Plan Act of 2021 (H.R. 1319) Coronavirus State and Local Fiscal Recovery Funds program.

Section 2: This Resolution shall take effect immediately from and after its passage.

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

_____
VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

MEMORANDUM OF
AGREEMENT (MOA)
between
Laredo College and
City of Laredo Economic Development Department

This Memorandum of Agreement (MOA) is made and entered into and by and between the City of Laredo Economic Development Department (also referred to herein as "COLEDD") and Laredo College (also referred to herein as "LC"), by and through their respective governing bodies as indicated herein, and serves as an agreement between the two entities.

Purpose: To provide workforce skills training, development training, and redevelopment training for individuals who experienced lay-off, furlough, or under-employment due to the Covid-19 pandemic. Funding for this program is being provided under the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, and LC's source of funding for this program is being provided under Higher Education Emergency Relief Fund (HEERF) III. Neither the City nor LC is responsible for job placement or job retention.

This Memorandum of Agreement will go into effect on the Effective Date when signed by the appropriate authorized representatives of both LC and COLEDD.

Laredo College agrees to the following responsibilities and obligations:

- Provide curriculum and/or instructional materials for courses or programs as stipulated in "Exhibit A" of this MOA.
- Provide quality instructors to deliver curriculum and course materials through virtual, remote, on-line, or face-to-face instruction.
- Provide the City with invoice(s) for all students that are enrolled no later than the 15th business day of the commencement of the workforce training program.
- Provide a tracking mechanism and support documentation for all transactions.
- Maintain records, books, documents, and other materials relevant to the program under this Agreement.
- Collect student information through an application, including self-attestation of being laid-off, furloughed or underemployed as a result of the Covid-19 pandemic
- Provide copies of enrollment and/or completion of certification programs offered through the program.
- Provide administrative and marketing support, along with recruitment efforts.
- Provide administrative, planning and marketing support to host 2 job fairs.

City of Laredo agrees to the following responsibilities and obligations:

- Disseminate SLFRF funds in an amount not to exceed $200,000 to the Laredo CARES 3.0 Continuing Education Workforce Training Program.
- Refer potential workforce skills participants to LC.
- Provide marketing support and recruitment efforts.
- Provide full payment to LC on a net 30-day basis upon receipt of invoice
- Pay LC a fee of $15,000, to be used exclusively for administrative, marketing, and advertising purposes.
- Pay LC a fee of $6,000 to be used exclusively for the planning, administration, marketing and advertising purposes of a job fair.

Contact Person:

Each party hereto shall appoint a contact person to serve as the entity's point of contact. These individuals may communicate as needed and/or call meetings between the entities for any purpose related to the program. Additionally, they may propose amendments to this Agreement and to Exhibit A as necessary to meet industry demand and to respond accordingly by abiding to national, state, and local governmental edicts in order to maintain the health and safety of students, faculty, and staff.

The contact person for the City of Laredo is **Miriam Castillo, Director of Economic Development for the City of Laredo**, who may be reached at 956-791-7397. The contact person for LC is **Brenda Martinez, Director of Continuing Education**, who may be reached at 956-721-5374.

Terms of MOA:

A. This MOA shall be in effect from the Date of Execution indicated below through November 30, 2026, unless terminated sooner under the provisions stated below and may be renewable upon the written agreement signed by the duly authorized representatives of both parties.

B. Either party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other party. In the event of termination, all courses and activities in progress shall continue until completion as agreed upon.

C. This MOA and Exhibit A may be modified or supplemented only by a written document signed by the duly authorized representatives of both parties hereto.

D. This MOA contains the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no effect. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except in writing and signed by both parties.

E. This MOA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this MOA shall be in Webb County, Texas.

F. Neither this MOA nor any rights, duties, or obligations under it shall be assignable by LC and the City without the prior written acknowledgement and authorization of both parties. Any attempted assignment in violation of this provision shall be null and void.

G. Legal Authority. The person signing this MOA on behalf of LC does warrant and represent that the Board of Trustees of LC has delegated authority to the College President or the President's designee's authority to execute this MOA on behalf of the Board of Trustees in accordance with a resolution adopted by the Board of Trustees related to Covid-19. The person signing this MOA on behalf of the City does warrant and

represent that the City of Laredo City Council has delegated authority to the undersigned signatory to execute this MOA on behalf of the City of Laredo.

H. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed or, (c) if facsimile or email upon the date of the receipt all such notices or communications shall be addressed as follows:

Laredo College
Name: Dr. Minita Ramirez
Title: President, Laredo College
One West End, Washington Street
Laredo, Texas 78040
Telephone: (956) 721-5101
Facsimile: (956) 721-5381

City of Laredo
Name: Joseph W. Neeb
Title: City Manager, City of Laredo
1110 Houston Street
Laredo, Texas 78040
Telephone: (956) 791-7398
Facsimile: (956) 791-7498

I. Agreement Execution: This agreement is acceptable to COLEDD and LC. Executed this _____ day of _____, 2024 (Effective Date).

Laredo College

_____
Dr. Minita Ramirez
President

Date: _____

City of Laredo

_____
Joseph W. Neeb
City Manager

Date: _____

Attest: _____
Mario I. Maldonado, City Secretary

Date: _____

EXHIBIT A
Program Descriptions

Pharmacy Tech Program

The Pharmacy Technician Program is designed to prepare the participant for eligibility to become a Pharmacy Technician. Students will be qualified to apply for certification by the Pharmacy Technician Certification Board (PTCB) and other similar certification examinations, meeting the training requirements of the State Board of Pharmacy. Course content includes: pharmacy medical terminology, the history of pharmacy, the pharmacy practice in multiple environments, pharmacy calculations and measurements, reading and interpreting prescriptions and defining drugs by generic and brand names. Through classroom lecture and hands on labs, students will review dosage calculations, drug classifications, the "top 200drugs", I.V. flow rates, sterile compounding, dose conversions, aseptic technique, the handling of sterile products, total parenteral nutrition (TPN), dispensing of prescriptions, inventory control and billing and reimbursement. In this 84-contact hour course, you will learn topics essential to the delivery of service, including assisting the Pharmacist in serving patients, receiving and screen prescription/medication orders for completeness and authenticity, preparing medications for distribution, compounding a prescription/medication order and controlling the inventory of medications, equipment and devices according to an established plan.

Heating, Ventilation, Air-Conditioning, And Refrigeration HVACR Assistant

A one-semester certificate program that includes instruction in Refrigeration Principles, Basic Electricity for HVAC, Refrigerators, Freezers, Window Air Conditioners, and Air Conditioning Installation and Startup.

Hospitality Certificate Program

This program aims to provide concepts and skills in the field of hospitality. Introduces an identification of the basic principles of marketing and sales and their impact on the food industry. Develops entry-level skills for the workforce. Includes professionalism, interpersonal skills, communication, workplace courtesy and employability. Focus on analyzing, classifying and recording business transactions. Emphasizes understanding of the entire accounting cycle and the preparation of financial statements, bank accounts and payroll. Teaching basic life support skills to adult patients suffering from airway obstruction and cardiovascular emergencies. Also introduces computer applications and information needed to perform specific activities in a specific professional environment. Additionally, it includes a certification program that covers topics including proper food handling methods, healthy food preparation techniques, employee sanitation, pest control, accident prevention, housekeeping, sanitation rules and standards, and conditions conducive to food outbreaks. - the spread of the disease. Methods of project planning and control are also discussed. Includes project management concepts and models, critical path, time/cost benefit analysis, and resource utilization

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 37.**

SUBJECT
A resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Highway Safety Improvement Program (HSIP), which includes traffic signal improvements at the intersection of McPherson Road and Alta Vista Drive. The project has been awarded federal funds in the amount of $244,525.00 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $25,000.00 Funds are available in General Fund-Traffic Division.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Project Budget.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	$25,000	0%	$0	0%	$0	100%	$25,000
Environmental (by Local)	$1	0%	$0	0%	$0	100%	$1
Utilities (by Local)	$1	0%	$0	0%	$0	100%	$1
Right of Way (by Local)	$1	0%	$0	0%	$0	100%	$1
Construction- Installation of Traffic Signal (by State)	$196,268	100%	$196,268	0%	$0	0%	$0
Subtotal	$221,271		$196,268		$0		$25,003
Engineering Direct State Costs	$3,500	0%	$0	0%	$0	100%	$3,500
Environmental Direct State Costs	$250	0%	$0	0%	$0	100%	$250
Right of Way Direct State Costs	$500	0%	$0	0%	$0	100%	$500
Utility Direct State Costs	$250	0%	$0	0%	$0	100%	$250
Construction Direct State Costs	$8,000	0%	$0	0%	$0	100%	$8,000
Indirect State Costs (4.60%)	$10,753	0%	$0	100%	$10,753	0%	$0
TOTAL	$244,525		$196,268		$10,753		$37,503

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval to execute an Advance Funding Agreement with the Texas Department of Transportation.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes.
Source of Funds:	Traffic Division General Fund.

Account #: 101-2611-523-5512
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Funds are available in the Traffic Division General Fund.

TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvements Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Laredo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Installation of Traffic Signal .** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installation of a traffic signal on Mcpherson Rd. from 0.1 mi N of Wyoming St. to 0.1 mi S of Wyoming St. as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with

those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with

Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Laredo ATTN: City Manager 1110 Houston Street Laredo, TX 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are 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 Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-

14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name		Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.			*AFA Not Used For Research & Development*	

32. Signatory Warranty

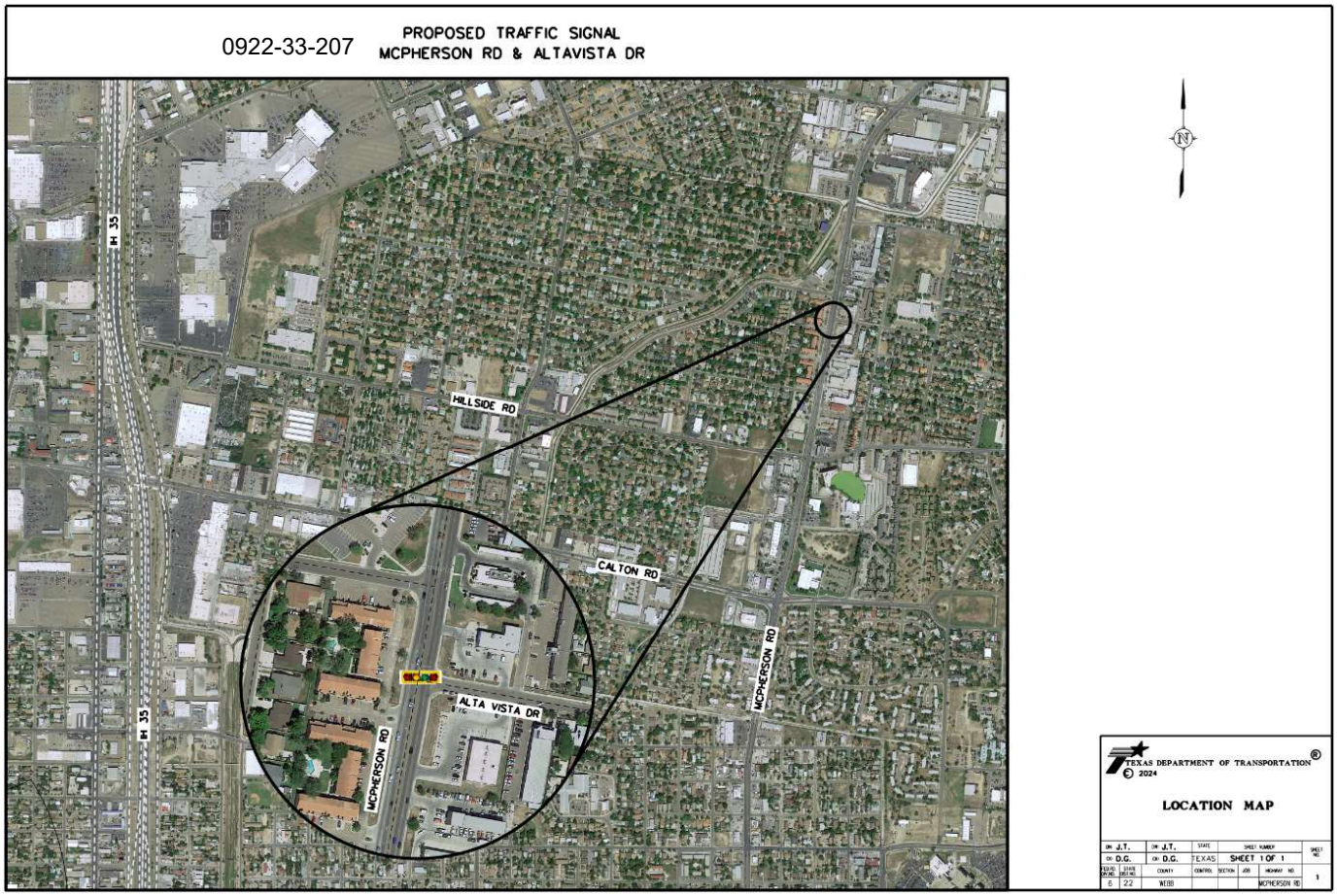
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount.The Local Government will be responsible for Direct State Costs and 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	$25,000	0%	$0	0%	$0	100%	$25,000
Environmental (by Local)	$1	0%	$0	0%	$0	100%	$1
Utilities (by Local)	$1	0%	$0	0%	$0	100%	$1
Right of Way (by Local)	$1	0%	$0	0%	$0	100%	$1
Construction- Installation of Traffic Signal (by State)	$196,268	100%	$196,268	0%	$0	0%	$0
Subtotal	$221,271		$196,268		$0		$25,003
Engineering Direct State Costs	$3,500	0%	$0	0%	$0	100%	$3,500
Environmental Direct State Costs	$250	0%	$0	0%	$0	100%	$250
Right of Way Direct State Costs	$500	0%	$0	0%	$0	100%	$500
Utility Direct State Costs	$250	0%	$0	0%	$0	100%	$250
Construction Direct State Costs	$8,000	0%	$0	0%	$0	100%	$8,000
Indirect State Costs (4.60%)	$10,753	0%	$0	100%	$10,753	0%	$0
TOTAL	$244,525		$196,268		$10,753		$37,503

Initial payment by the Local Government to the State: $4,500.00
Payment by the Local Government to the State before construction: $8.000.00
Estimated total payment by the Local Government to the State $12,500.00This is an estimate.
The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0299-14-032	AFA ID	Z00010006		CFDA No.	20.205
AFA CSJs	0922-33-207				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	2400			
Project Name		Installation of Traffic Signal – Mcpherson Rd. at Alta Vista Dr.			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 2024-R-196

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP) OFF SYSTEM. WHICH INCLUDES TRAFFIC SIGNAL IMPROVEMENTS AT THE INSERSECTION OF MCPHERSON ROAD AND ALTA VISTA DRIVE.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the state shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.550-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116292 authoring the State to undertake and complete a highway improvement or other transportation project generally described as Traffic Signal improvements in various locations. The portion of the project work covered by this agreement is identified in the Agreement, Article 3, Scope of Work project; and

WHEREAS, the governing Body of the local Government has approved entering into this Agreement by resolution, date _____ 2024, which is attached to and made part of this Agreement as Attachment C, Resolution (Attachment C). A map showing the Project location appears in (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS OF THE PARTIES, TO BE BY THEM RESPECTIVELY KEPT AND PERFORMED AS SET FORTH IN THIS AGREEMENT:

SECTION 1. The City Manager is authorized to execute an Advance Funding Agreement (AFA) for the Highway Safety Improvement Project (HSIP) with the Texas Department of Transportation (TxDOT), including any minor amendments thereto.

SECTION 2. The project has been awarded federal funds in the amount of $244,525 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $25,000 and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this resolution.

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

_____
DR. VICTOR TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO JR., CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "Zone" T. NGUYEN, CITY ATTORNEY

City Council

Meeting Date: 6/24/2024 **Consent Agenda 38.**

SUBJECT
Consideration to award a construction contract to the lowest responsible, responsive bidder Capstone Industrial Services, LLC, Lake Jackson, TX, in an amount not to exceed $132,840.00 for FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1 project for the total base bid including a $10,000.00 contingency allowance. The construction contract time for the project is 60 working days. Funding is available in the Community Development Fund - 2020 and 2021 CDBG Grant Years.

1. Capstone Industrial Services, LLC, Lake Jackson, TX
   Total Base Bid Amount $132,840.00
2. ALC Construction Co., Inc, Laredo, TX
   Total Base Bid Amount $152,345.00
3. STX Civil (Texas Guardrail Contractor), Laredo, TX
   Total Base Bid Amount $171,099.30

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
This project consists of demolishing a section of an existing sidewalk located at Los Martinez Park approximately 1,400 SF. and constructing a walking trail that includes approximately 11,820 S.F. of concrete sidewalk, 1 ADA ramp, and traffic sign relocation.

Construction contract time for the project is (60) working day.

Three (3) electronic bids were received at the City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, on Thursday, May 30, 2024 and publicly opened, read, and taken under advisement on Friday May 31, 2024 at 9:00 A.M. for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for FY24-ENG-23 “CDBG Los Martinez Walking Trail Phase.

Contractor	Total Base Bid including Contingency Allowance
Capstone Industrial Services, LLC, Lake Jackson, TX	$132,840.00
ALC Construction Co., Inc, Laredo, TX	$152,345.00
STX Civil (Texas Guardrail Contractor, Laredo, TX	$171,099.30

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to Capstone Industrial Services, Inc., Lake Jackson, Texas; with that bid being determined the lowest responsible, responsive bidder of the three submitted for our consideration in the amount not to exceed $132,840.00 which includes a $10,000.00 contingency allowance. Bid tabulation is attached for your review.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	CDBG grant years
Account #:	Multiple
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Community Development Fund - 2020 and 2021 CDBG grant years.

2020 46th AY Project Code: D72403 Account Number: 211-9080-555-1459 $51,055.00
2021 47th AY Project Code: D72403 Account Number: 211-9380-535-1458 $81,785.00
Total: $132,840.00

Date: May 31, 2024
Time: 10:30 AM
Place: City Secretary's Office

Attendance List

BID- FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1

Name	Company	Address	Telephone
Martha A Navarro	City of Laredo	1110 Houston St.	791-7312
Daniel Alvarado			
Priscilla			
Luis Marta			

City of Laredo Bid Information

Date: May 31, 2024		#1		#2		#3		#4	
Time: 10:30 a.m. Place: City Secretary's Office BID: FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1		Capstone Industrial Services LLC Lake Jackson, TX Manual/Electronic Bid		ALC Construction Co Inc Laredo, Tx Manual/Electronic Bid		STX Civil (Texas Guardrail Contractors) Laredo, Tx Manual/Electronic Bid			
		Addendum:		Addendum:		Addendum:		Addendum:	
	Bid Bond	Yes__No__ N/A __		Yes__No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __	
	Copies	Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___	
Description	Item No.	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
		$132,840.00		$152,345.00		$171,099.30			

Note: All bid information is subject to City review and approval.

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Laredo as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CDBG Los Martinez Walking Trail Phase 1

Proj. No. FY24-ENG-23

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 30th day of May, 2024.

ALC Construction Co., Inc.
(Principal)

BY: [signature]

TITLE: President

SURETEC INSURANCE COMPANY

BY: [signature]
Maria Yolanda Lopez, Attorney-in-Fact

POA #: 5334115

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: $ 170,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of May, 2024, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BID BOND

Project:
FY24-ENG-23
CDBG Los Martinez Walking Trail Phase 1

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

STX Civil

as Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto

City of Laredo

as Owner in the penal sum of Five (5%) Percent of the total amount bid by Principal for payment of which, well and truly to be made, we hereby jointly a severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 30th day of May, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the

Los Martinez Walking Trail Phase 1, Project No. FY-24-ENG-23

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

STX Civil

(L.S.)

Principal (Print and Sign)

Alberto Calderon

Merchants National Bonding, Inc.

Surety

By: Brad Ballew

Brad Ballew, Attorney-In-Fact

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brad Ballew; David S Ballew

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of May , 2024 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

FY24-ENG-23 Addendum 3
ALC Construction Co., Inc.
Supplier Response

Event Information

Number: FY24-ENG-23 Addendum 3
Title: CDBG Los Martinez Walking Trail Phase 1
Type: Request For Bid
Issue Date: 5/9/2024
Deadline: 5/30/2024 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

Prospective Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please

follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.
3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope).**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

ALC Construction Co., Inc. Information

Contact: Daniel Alvarado
Address: 3706 Flores Ave.
Laredo, TX 78041
Phone: (956) 237-2369
Email: alc_construction@hotmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Daniel Alvarado
Signature

alc_construction@hotmail.com
Email

Submitted at 5/30/2024 12:09:39 PM (CT)

Requested Attachments

Notice to Bidders — *No response*

Bidders shall review and understand this information.

TAB A - COMPANY INFORMATION QUESTIONNAIRE — 39.0_TAB_A_-_Company_Information_Questionnaire-2.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure — 40.0_TAB_B_-_Conflict_of_Interest_Disclosure-3.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit — Tab_C_1-3.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure — 42.0_TAB_D_-_Discretionary_Contracts_Disclosure-3.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295) — *No response*

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

FY24-ENG-23 LOS MARTINEZ WALKING TRAIL PHASE 1-FINAL PLANS — *No response*

FY24-ENG-23 Final Plans

FY24-ENG-23 Los Martinez Bid Package Specifications — *No response*

FY24-ENG-23 Bid Specifications

FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1 — FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1.pdf

Bidders shall review and acknowledge Addendum #1

FY24-ENG-23 Addendum #3 — FY24-ENG-23 Addendum #3.pdf

Bidders shall review and acknowledge Addendum #3

Bidders shall review and acknowledge Addendum #2

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders 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. (e) The City of Laredo reserves the right to reject any RFB (submitals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB. ☑ I agree to the General Terms and Conditions
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. ☑ I have read and understand this section
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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. ☑ I have read and understand this section

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. ☑ I have read and understand this section
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. ☑ I have read and understand this section
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. ☑ I have read and understand this section

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB 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 or City Engineer 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 RFB during the RFB 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. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) 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 Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent 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 Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/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 Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/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. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** ☑ I have read and understand this section

8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. ☑ I have read and understand this section
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. 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) 791-7328**. ☑ I have read and understand this section
10	**10.0 CONTRACT REQUIREMENTS** **(a) CODE OF ETHICS** - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training. **(b) 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 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. **(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) -** The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or 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 respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or 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 response, proposal or bid are true. **(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)** 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/filinginfo/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. 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.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers 'compensation and liability insurance.

1. Commercial general liability standard ISO 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 ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> $5,000,000 per- claim/$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.

b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.

c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (I) to two (2) years after the project is completed.

11. For project s in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ I have read and understand this section

11

11.0 SCOPE OF WORK

Sealed bids will be received at **City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, or electronically through Cit-E-Bid until 4:00 P.M. on Thursday May 30, 2024 and publicly opened, read, and taken under advisement on Friday May 31, 2024 at 10:30 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for **FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"** for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call.

This project consists of demolishing a section of an existing sidewalk located at Los Martinez Park approximately 1,400 SF. and constructing a walking trail that includes approximately 11,820 S.F. of concrete sidewalk, 1 ADA ramp, and traffic sign relocation.

Construction contract time for the project is (60) working days.

☑ I have read and understand this section

12

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

☑ I have read and understand this section

13

13.0 TERM OF AGREEMENT

Construction contract time for the project is (60) working days.

☑ I have read and understand this section

14

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

☑ I have read and understand this section

15

15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

☑ I have read and understand this section

16

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement:	May 5, 2024
2nd Advertisement:	May 12, 2024
Pre-Bid Meeting:	May 15, 2024
Questions Deadline:	May 24, 2024
Bid Due Date:	May 30, 2024
Anticipated City Council Award:	June 17, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☑ I have read and understand this section

17

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1". To request special accommodations pursuant to the Language Assistance Plan (LAP)**, for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"**

☑ I have read and understand this section

18

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

By submitting this Request for Bid, the bidder 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 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 bidder 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.

☑ I have read and understand this section

19

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☑ I have read and understand this section

20	**20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION** For an RFB to be considered it must contain the following information: **CHECKLIST** **Tab A - Company Information Questionnaire** **Tab B - Conflict of Interest Disclosure** **Tab C - Non-Collusive Affidavit** **Tab D - Discretionary Contracts Disclosure** **Tab E - Certificate of Interested Parties (Form 1295)** **Complete bid response package** **Addendum #1** **Addendum #2** **Addendum #3** **Important Note: Bids received without the required check or original bid bond will NOT be considered.** ☑ I have read and understand this section

Bid Lines

1	Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	Quantity: 1	UOM: LS	Price: $16,000.00	Total:	$16,000.00
2	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 11850	UOM: SF	Price: $8.70	Total:	$103,095.00
3	Furnish all labor, equipment, and material to construct a **Concrete Sidewalk Opening with transitions required for concrete flume, and any demolition needed** including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place at:_____per unit.	Quantity: 1	UOM: LS	Price: $1,200.00	Total:	$1,200.00
4	Remove Existing Concrete Sidewalk as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 1400	UOM: SF	Price: $6.00	Total:	$8,400.00
5	Remove Existing Concrete Header Curb as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 170	UOM: LF	Price: $7.00	Total:	$1,190.00
6	Furnish all labor, equipment, and material to Relocate Traffic Signs as per city specifications to include all labor, materials, tools equipment, etc. Complete in place	Quantity: 3	UOM: EA	Price: $400.00	Total:	$1,200.00

7	Furnish all labor, equipment, and material to construct Installation of Accessible Ramps and Landings (as per ADA Requirements) (Ramp Run and Flared Sides and or parallel ramps) as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place	Quantity: 1	UOM: EA	Price: $1,900.00	Total:	$1,900.00
8	Furnish all labor, equipment, and material to construct a Reinforced Concrete Header Curb Max. 1 ft including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 140	UOM: LF	Price: $20.00	Total:	$2,800.00
9	Furnish all labor, equipment, and material to construct a Retaining Wall Height 1 ft. to 3 ft. including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 140	UOM: LF	Price: $34.00	Total:	$4,760.00
10	Furnish all labor, equipment, and material to provide a Traffic Control as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 1	UOM: LS	Price: $1,800.00	Total:	$1,800.00
11	Contingency Allowance	Quantity: 1	UOM: LS	Price: $10,000.00	Total:	$10,000.00
	Item Notes: **Note: Include a Contingency Allowance of $10,000.00**					

Response Total: $152,345.00

FY24-ENG-23 Addendum 3
Capstone Industrial Services, LLC
Supplier Response

Event Information

Number: FY24-ENG-23 Addendum 3
Title: CDBG Los Martinez Walking Trail Phase 1
Type: Request For Bid
Issue Date: 5/9/2024
Deadline: 5/30/2024 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

Prospective Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please

follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.
3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope).**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

Capstone Industrial Services, LLC Information

Address: 210 Oak Drive S. 3723
Lake Jackson, TX 77566
Phone: (979) 201-6535
Web Address: https://www.capstone-cis.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Luis Mata
Signature

Luis@capstone-cis.com
Email

Submitted at 5/30/2024 02:31:33 PM (CT)

Requested Attachments

Notice to Bidders — *No response*

Bidders shall review and understand this information.

TAB A - COMPANY INFORMATION QUESTIONNAIRE — 01 - 39.0 TAB A - Company Information Questionnaire.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure — 02 - 40.0 TAB B - Conflict of Interest Disclosure.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit — 03 - 41.0 TAB C - Non-Collusive Affidavit - Notary MART.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure — 04 - 42.0 TAB D - Discretionary Contracts Disclosure.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295) — *No response*

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

FY24-ENG-23 LOS MARTINEZ WALKING TRAIL PHASE 1-FINAL PLANS — *No response*

FY24-ENG-23 Final Plans

FY24-ENG-23 Los Martinez Bid Package Specifications — *No response*

FY24-ENG-23 Bid Specifications

FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1 — FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1.pdf

Bidders shall review and acknowledge Addendum #1

FY24-ENG-23 Addendum #3 — FY24-ENG-23 Addendum #3.pdf

Bidders shall review and acknowledge Addendum #3

FY24-ENG-23 LOS MARTINEZ ADDENDUM No.2 — FY24-ENG-23 LOS MARTINEZ ADDENDUM No.2.pdf

Bidders shall review and acknowledge Addendum #2

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders 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. (e) The City of Laredo reserves the right to reject any RFB (submitals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB. ☑ I agree to the General Terms and Conditions
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. ☑ I have read and understand this section
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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. ☑ I have read and understand this section

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. ☑ I have read and understand this section
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. ☑ I have read and understand this section
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. ☑ I have read and understand this section

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB 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 or City Engineer 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 RFB during the RFB 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. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) 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 Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent 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 Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/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 Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/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. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** ☑ I have read and understand this section

8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. ☑ I have read and understand this section
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. 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) 791-7328**. ☑ I have read and understand this section
10	**10.0 CONTRACT REQUIREMENTS** **(a) CODE OF ETHICS** - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training. **(b) 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 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. **(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) -** The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or 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 respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or 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 response, proposal or bid are true. **(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)** 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/filinginfo/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. 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.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers 'compensation and liability insurance.

1. Commercial general liability standard ISO 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 ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> $5,000,000 per- claim/$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.

b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.

c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (I) to two (2) years after the project is completed.

11. For project s in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ I have read and understand this section

11	**11.0 SCOPE OF WORK** Sealed bids will be received at **City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, or electronically through Cit-E-Bid until 4:00 P.M. on Thursday May 30, 2024 and publicly opened, read, and taken under advisement on Friday May 31, 2024 at 10:30 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for **FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"** for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. This project consists of demolishing a section of an existing sidewalk located at Los Martinez Park approximately 1,400 SF. and constructing a walking trail that includes approximately 11,820 S.F. of concrete sidewalk, 1 ADA ramp, and traffic sign relocation. Construction contract time for the project is (60) working days. ☑ I have read and understand this section
12	**12.0 BID OR PROPOSAL PREPARATION COST** The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB. ☑ I have read and understand this section
13	**13.0 TERM OF AGREEMENT** Construction contract time for the project is (60) working days. ☑ I have read and understand this section
14	**14.0 GENERAL CONDITIONS** Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. City of Laredo Engineering Department 1110 Houston St. Laredo, Texas 78040 (956) 791-7346 Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party. ☑ I have read and understand this section
15	**15.0 ADDITIONAL DISCUSSIONS** When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation. ☑ I have read and understand this section

16

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement:	May 5, 2024
2nd Advertisement:	May 12, 2024
Pre-Bid Meeting:	May 15, 2024
Questions Deadline:	May 24, 2024
Bid Due Date:	May 30, 2024
Anticipated City Council Award:	June 17, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☑ I have read and understand this section

17

17.0 SPECIAL ACCOMMODATIONS

To **request special accommodations pursuant to the Americans with Disabilities Act (ADA)**, please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1". To request special accommodations pursuant to the Language Assistance Plan (LAP)**, for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"**

☑ I have read and understand this section

18

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

By submitting this Request for Bid, the bidder 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 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 bidder 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.

☑ I have read and understand this section

19

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☑ I have read and understand this section

20	**20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION** For an RFB to be considered it must contain the following information: **CHECKLIST** **Tab A - Company Information Questionnaire** **Tab B - Conflict of Interest Disclosure** **Tab C - Non-Collusive Affidavit** **Tab D - Discretionary Contracts Disclosure** **Tab E - Certificate of Interested Parties (Form 1295)** **Complete bid response package** **Addendum #1** **Addendum #2** **Addendum #3** **Important Note: Bids received without the required check or original bid bond will NOT be considered.** ☑ I have read and understand this section

Bid Lines

1	Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	Quantity: 1	UOM: LS	Price: $11,000.00	Total:	$11,000.00
2	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 11850	UOM: SF	Price: $6.00	Total:	$71,100.00
3	Furnish all labor, equipment, and material to construct a **Concrete Sidewalk Opening with transitions required for concrete flume, and any demolition needed** including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place at:_____per unit.	Quantity: 1	UOM: LS	Price: $3,500.00	Total:	$3,500.00
4	Remove Existing Concrete Sidewalk as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 1400	UOM: SF	Price: $4.00	Total:	$5,600.00
5	Remove Existing Concrete Header Curb as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 170	UOM: LF	Price: $58.00	Total:	$9,860.00
6	Furnish all labor, equipment, and material to Relocate Traffic Signs as per city specifications to include all labor, materials, tools equipment, etc. Complete in place	Quantity: 3	UOM: EA	Price: $600.00	Total:	$1,800.00

7	Furnish all labor, equipment, and material to construct Installation of Accessible Ramps and Landings (as per ADA Requirements) (Ramp Run and Flared Sides and or parallel ramps) as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place	Quantity: 1	UOM: EA	Price: $2,000.00	Total:	$2,000.00
8	Furnish all labor, equipment, and material to construct a Reinforced Concrete Header Curb Max. 1 ft including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 140	UOM: LF	Price: $25.00	Total:	$3,500.00
9	Furnish all labor, equipment, and material to construct a Retaining Wall Height 1 ft. to 3 ft. including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 140	UOM: LF	Price: $82.00	Total:	$11,480.00
10	Furnish all labor, equipment, and material to provide a Traffic Control as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 1	UOM: LS	Price: $3,000.00	Total:	$3,000.00
11	Contingency Allowance	Quantity: 1	UOM: LS	Price: $10,000.00	Total:	$10,000.00
	Item Notes: **Note: Include a Contingency Allowance of $10,000.00**					

Response Total: $132,840.00

FY24-ENG-23 Addendum 3
STX Civil
Texas Guardrail Contractors
Supplier Response

Event Information

Number: FY24-ENG-23 Addendum 3
Title: CDBG Los Martinez Walking Trail Phase 1
Type: Request For Bid
Issue Date: 5/9/2024
Deadline: 5/30/2024 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

Prospective Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid and

you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.
3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope).**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

STX Civil Information

Contact: Alberto Calderon
Address: 5310 Riverside Dr
Laredo, TX 78041
Phone: (956) 415-6816
Email: ac@stxcivil.com
Web Address: www.stxcivil.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Alberto Calderon
Signature

ac@stxcivil.com
Email

Submitted at 5/30/2024 12:21:37 PM (CT)

Requested Attachments

Notice to Bidders

FY24-ENG-23 Notice to Bidders.pdf

Bidders shall review and understand this information.

TAB A - COMPANY INFORMATION QUESTIONNAIRE

TAB_A_-_Company_Information_Questionnaire (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure

TAB_B_-_Conflict_of_Interest_Disclosure (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit

TAB C - FY24-ENG-23.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure

TAB D FY24-ENG-23.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295)

TAB E - FY24-ENG-23.pdf

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

FY24-ENG-23 LOS MARTINEZ WALKING TRAIL PHASE 1-FINAL PLANS

FY24-ENG-23 LOS MARTINEZ WALKING TRAIL PHASE 1-FINAL PLANS.pdf

FY24-ENG-23 Final Plans

FY24-ENG-23 Los Martinez Bid Package Specifications

FY24-ENG-23 Los Martinez Bid Package Specifications.pdf

FY24-ENG-23 Bid Specifications

FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1

FY24-ENG-23 LOS MARTINEZ ADDENDUM No.1.pdf

Bidders shall review and acknowledge Addendum #1

FY24-ENG-23 Addendum #3

FY24-ENG-23 Addendum #3.pdf

Bidders shall review and acknowledge Addendum #3

Bidders shall review and acknowledge Addendum #2

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders 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. (e) The City of Laredo reserves the right to reject any RFB (submitals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB. ☑ I agree to the General Terms and Conditions
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. ☑ I have read and understand this section
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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. ☑ I have read and understand this section

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. ☑ I have read and understand this section
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. ☑ I have read and understand this section
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. ☑ I have read and understand this section

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB 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 or City Engineer 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 RFB during the RFB 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. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) 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 Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent 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 Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/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 Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/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. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** ☑ I have read and understand this section

8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. ☑ I have read and understand this section
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. 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) 791-7328**. ☑ I have read and understand this section
10	**10.0 CONTRACT REQUIREMENTS** **(a) CODE OF ETHICS** - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training. **(b) 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 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. **(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) -** The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or 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 respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or 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 response, proposal or bid are true. **(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)** 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/filinginfo/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. 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.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers 'compensation and liability insurance.

1. Commercial general liability standard ISO 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 ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> $5,000,000 per- claim/$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.

b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.

c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (I) to two (2) years after the project is completed.

11. For project s in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ I have read and understand this section

11

11.0 SCOPE OF WORK

Sealed bids will be received at **City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, or electronically through Cit-E-Bid until 4:00 P.M. on Thursday May 30, 2024 and publicly opened, read, and taken under advisement on Friday May 31, 2024 at 10:30 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for **FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"** for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call.

This project consists of demolishing a section of an existing sidewalk located at Los Martinez Park approximately 1,400 SF. and constructing a walking trail that includes approximately 11,820 S.F. of concrete sidewalk, 1 ADA ramp, and traffic sign relocation.

Construction contract time for the project is (60) working days.

☑ I have read and understand this section

12

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

☑ I have read and understand this section

13

13.0 TERM OF AGREEMENT

Construction contract time for the project is (60) working days.

☑ I have read and understand this section

14

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

☑ I have read and understand this section

15

15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

☑ I have read and understand this section

16

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement:	May 5, 2024
2nd Advertisement:	May 12, 2024
Pre-Bid Meeting:	May 15, 2024
Questions Deadline:	May 24, 2024
Bid Due Date:	May 30, 2024
Anticipated City Council Award:	June 17, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☑ I have read and understand this section

17

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1". To request special accommodations pursuant to the Language Assistance Plan (LAP)**, for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.

Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY24-ENG-23 "CDBG Los Martinez Walking Trail Phase 1"**

☑ I have read and understand this section

18

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

By submitting this Request for Bid, the bidder 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 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 bidder 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.

☑ I have read and understand this section

19

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☑ I have read and understand this section

20	**20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION** For an RFB to be considered it must contain the following information: **CHECKLIST** **Tab A - Company Information Questionnaire** **Tab B - Conflict of Interest Disclosure** **Tab C - Non-Collusive Affidavit** **Tab D - Discretionary Contracts Disclosure** **Tab E - Certificate of Interested Parties (Form 1295)** **Complete bid response package** **Addendum #1** **Addendum #2** **Addendum #3** **Important Note: Bids received without the required check or original bid bond will NOT be considered.** ☑ I have read and understand this section

Bid Lines

1	Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	Quantity: 1	UOM: LS	Price: $3,955.00	Total:	$3,955.00
2	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	Quantity: 11850	UOM: SF	Price: $10.17	Total:	$120,514.50
3	Furnish all labor, equipment, and material to construct a **Concrete Sidewalk Opening with transitions required for concrete flume, and any demolition needed** including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place at:_____per unit.	Quantity: 1	UOM: LS	Price: $1,469.00	Total:	$1,469.00
4	Remove Existing Concrete Sidewalk as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 1400	UOM: SF	Price: $5.65	Total:	$7,910.00
5	Remove Existing Concrete Header Curb as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	Quantity: 170	UOM: LF	Price: $6.22	Total:	$1,057.40
6	Furnish all labor, equipment, and material to Relocate Traffic Signs as per city specifications to include all labor, materials, tools equipment, etc. Complete in place	Quantity: 3	UOM: EA	Price: $226.00	Total:	$678.00

7	Furnish all labor, equipment, and material to construct Installation of Accessible Ramps and Landings (as per ADA Requirements) (Ramp Run and Flared Sides and or parallel ramps) as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place Quantity: 1 UOM: EA	Price:	$2,034.00	Total:	$2,034.00
8	Furnish all labor, equipment, and material to construct a Reinforced Concrete Header Curb Max. 1 ft including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place Quantity: 140 UOM: LF	Price:	$13.56	Total:	$1,898.40
9	Furnish all labor, equipment, and material to construct a Retaining Wall Height 1 ft. to 3 ft. including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place Quantity: 140 UOM: LF	Price:	$28.25	Total:	$3,955.00
10	Furnish all labor, equipment, and material to provide a Traffic Control as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place Quantity: 1 UOM: LS	Price:	$17,628.00	Total:	$17,628.00
11	Contingency Allowance Quantity: 1 UOM: LS	Price:	$10,000.00	Total:	$10,000.00
	Item Notes: **Note: Include a Contingency Allowance of $10,000.00**				

Response Total: $171,099.30

CITY OF LAREDO

ENGINEERING DEPARTMENT

June 11, 2024

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1 – District IV

Dear Mr. Neeb,

Pursuant to the three (3) bids (electronic) received at the City Secretary's office on Thursday, May 30, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Friday, May 31, 2024 at 10:30 A.M.

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to **Capstone Industrial Services, Inc** with that bid being determined the lowest responsible, responsive bidder of the three submitted for our consideration in the amount not to exceed **$132,840.00** which includes a $10,000.00 contingency allowance. Bid tabulation is attached for your review.

Please feel free to contact Mr. Ramon E. Chavez, P.E. at rchavez@ci.laredo.tx.us or by phone at (956) 791-7346.

Favio R. Rodriguez, P.E.
Civil Engineer II
frodrigue2@ci.laredo.tx.us

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

FY24-ENG-23 CDBG Los Martinez Walking Trail Phase 1 – District IV

BID TABULATION				#1 Capstone Industrial Services, LLC, Lake Jackson, TX Bid Bond: YES Addendum #1: YES Electronic Bid		#2 ALC Construction Co., Inc, Laredo, TX Bid Bond: YES Addendum #1: YES Physical Bid		#3 STX Civil (Texas Guardrail Contractor, Laredo, TX Bid Bond: YES Addendum #1: YES Physical Bid	
No.	**Qty**	**Unit**	**Description of item**	**Bid Unit Price**	**Bid Total Price**	**Bid Unit Price**	**Bid Total Price**	**Bid Unit Price**	**Bid Total Price**
1.0 BASE BID									
1.1	1	LS	Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$11,000.00	$11,000.00	$16,000.00	$16,000.00	$3,955.00	$3,955.00
1.2	11850	SF	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$6.00	$71,100.00	$8.70	$103,095.00	$10.17	$120,514.50
1.3	1	LS	Furnish all labor, equipment, and material to construct a Concrete Sidewalk Opening with transitions required for concrete flume, and any demolition needed including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$3,500.00	$3,500.00	$1,200.00	$1,200.00	$1,469.00	$1,469.00
1.4	1400	SF	Remove Existing Concrete Sidewalk as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	$4.00	$5,600.00	$6.00	$8,400.00	$5.65	$7,910.00
1.5	170	LF	Remove Existing Concrete Header Curb as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing signs. Removing & replacing signs, saw cutting. Removing, disposing of existing concrete etc. Complete in place	$58.00	$9,860.00	$7.00	$1,190.00	$6.22	$1,057.40
1.6	3	EA	Furnish all labor, equipment, and material to Relocate Traffic Signs as per city specifications to include all labor, materials, tools equipment, etc. Complete in place	$600.00	$1,800.00	$400.00	$1,200.00	$226.00	$678.00
1.7	1	EA	Furnish all labor, equipment, and material to construct Installation of Accessible Ramps and Landings (as per ADA Requirements) (Ramp Run and Flared Sides and or parallel ramps) as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place	$2,000.00	$2,000.00	$1,900.00	$1,900.00	$2,034.00	$2,034.00
1.8	140	LF	Furnish all labor, equipment, and material to construct a Reinforced Concrete Header Curb Max. 1 ft including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$25.00	$3,500.00	$20.00	$2,800.00	$13.56	$1,898.40
1.9	140	LF	Furnish all labor, equipment, and material to construct a Retaining Wall Height 1 ft to 3 ft including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$82.00	$11,480.00	$34.00	$4,760.00	$28.25	$3,955.00
1.10	1	LS	Furnish all labor, equipment, and material to provide a Traffic Control as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$3,000.00	$3,000.00	$1,800.00	$1,800.00	$17,628.00	$17,628.00
1.11	1	EA	Contingency Allowance	$10,000.00	$10,000.00	$10,000.00	$10,000.00		$10,000.00
			TOTAL BASE BID		$132,840.00		$152,345.00		$171,099.30

	CAPSTONE INDUSTRIAL	ALC CONSTRUCTION	STX CIVIL
TOTAL BASE BID	$132,840.00	$152,345.00	$171,099.30
Errors by Contractor and Corrections by Engineer (Explanation by Engineer)	No Errors Found	No Errors Found	

City Council

Meeting Date: 6/24/2024 **Consent Agenda 39.**

SUBJECT
Consideration to award a construction contract to the lowest responsible, responsive bidder Mage 4Group, Ltd. Laredo, Texas, in an amount not to exceed $1,860,521.00 for the FY24-ENG-48 Springfield Avenue Phase 2A project for the total base bid including a $200,000.00 contingency allowance. The construction contract time for the project is 135 working days. Funding is available in the Capital Grants Fund.

1. Mage 4Group, Ltd. Laredo, Texas
   Total Base Bid Amount $1,860,521.00
2. Texas Guardrail Contractors LLC, DBA - STX Civil, Laredo, Texas
   Total Base Bid Amount $2,219,080.38

Attached is a letter of recommendation from Gilpin Engineering Company, Laredo, Texas.

PREVIOUS COUNCIL ACTION
On March 29, 2021, City Council approved Ordinance No. 2022-O-120 authorizing the Interim City Manager to accept an Economic Development Administration Grant in the amount of $1,500,000.00, with a local match of $375,000.00 for a total of $1,875,000.00 for the Springfield Road Extension Phase II. Also, authorizing the Interim City Manager to amend the FY22 Capital Grant Budget by appropriating revenues and expenses in the same amount. Local match will be from the 2019 Certificate of Obligation bond.

BACKGROUND
The project consists of constructing a five (5) lane concrete pavement roadway that includes the following: Constructing a 9” concrete pavement roadway (820 LF), 12” diameter water line DR-14 PVC, 8" diameter sanitary sewer line SDR-26, traffic signal, street lights, 12’ sidewalks, utility conduit crossings, etc.

Construction contract time for the project is One Hundred Thirty-Five (135) working days.

Two (2) electronic bids, were received at City Secretary’s Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, on Thursday, May 30, 2024 and publicly opened, read, and taken under advisement on Friday, May 31, 2024 at 11:30 A.M.

Contractor	Total Base Bid (including Contingency Allowance)
Mage 4Group, Ltd, Laredo, Texas	$1,860,521.00

Texas Guardrail Contractors LLC, DBA - STX Civil, Laredo, Texas	$2,219,080.38

Attached is a letter of recommendation from Gilpin Engineering Company, Laredo, Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Capital Grants
Account #:	458
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Capital Grants Fund.
Account:
458-0000-393-0473 Project: TP2202
458-9853-535-9301 Project: TP2202

GILPIN
ENGINEERING COMPANY

TO: **Ramon Chavez, PE**
City of Laredo Engineering Department

FROM: **Judd Gilpin, PE, RPLS**

RE: **Springfield Avenue Extension – Phase 2A**

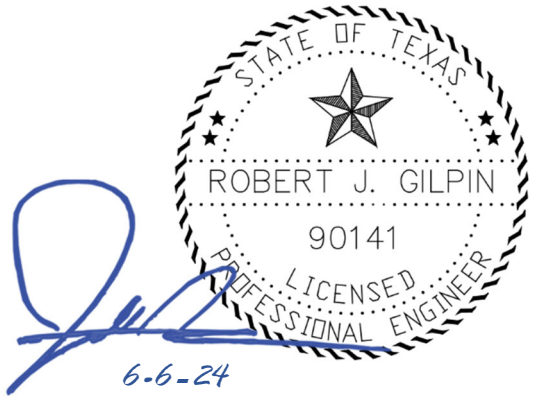
SUBJ: **Recommendation of Award**

DATE: **June 6, 2024**

ENCL: **Bid Tabulation**

Based upon our evaluation of the bids that were submitted (May 30, 2024) for the referenced project to the City Secretary, **I recommend that this project be awarded to Mage 4Group, Ltd. with that bid being determined the lowest responsive bid of the two submitted for our consideration.**

If you have any questions, please feel free to call me by way of the contact information below.



SPRINGFIELD AVENUE EXTENSION - PHASE 2A

BID TABULATION

ITEM No.	ITEM DESCRIPTION	UNITS	QTY	Engineers Estimate of Construction Cost			Mage 4Group, Ltd.			STX Civil		
				UNIT COSTS	TOTAL	SUBTOTALS	UNIT COSTS	TOTAL	SUBTOTALS	UNIT COSTS	TOTAL	SUBTOTALS
	SITE PREPARATION											
1	Cleaning and Grubbing w/ Disposal	AC	2	$2,860.00	$5,720.00		$3,000.00	$6,000.00		$1,695.00	$3,390.00	
2	Mobilization (This item shall not be more than 5% of total bid price)	LS	1	$30,000.00	$30,000.00		$75,000.00	$75,000.00		$110,000.00	$110,000.00	
3	Remove and Dispose Curb and Gutter	LF	454	$20.00	$9,080.00		$15.00	$6,810.00		$4.52	$2,052.08	
4	Remove and Dispose ADA Ramps	EA	4	$4,000.00	$16,000.00		$500.00	$2,000.00		$678.00	$2,712.00	
5	Remove and Dispose Sidewalk	SF	1,287	$6.00	$7,722.00		$4.00	$5,148.00		$3.39	$4,362.93	
6	Remove and Dispose Concrete Island	EA	1	$600.00	$600.00		$1,500.00	$1,500.00		$678.00	$678.00	
7	Remove and Dispose Asphalt Pavement	SY	1,394	$30.00	$41,820.00		$3.00	$4,182.00		$20.91	$29,148.54	
8	Remove and Dispose Barb Wire Fence	LF	692	$20.00	$13,840.00		$5.00	$3,460.00		$3.39	$2,345.88	
9	Erosion Control Silt Fence	LF	380	$5.00	$1,900.00		$6.00	$2,280.00		$1.42	$539.60	
10	Construction Exit (50' x 32')	EA	1	$2,300.00	$2,300.00		$1,500.00	$1,500.00		$3,616.00	$3,616.00	
11	Construction Swing Gate (2-16' Wide)	EA	2	$1,600.00	$3,200.00		$1,500.00	$3,000.00		$3,955.00	$7,910.00	
12	Construction 5 Strand Barbed Wire Fence	LF	1,352	$10.50	$14,196.00		$10.00	$13,520.00		$2.49	$3,366.48	
						$146,378.00			$124,400.00			$170,121.51
	EARTHWORK											
13	Cut	CY	1,636	$3.00	$4,908.00		$5.00	$8,180.00		$51.01	$83,452.36	
14	Fill	CY	124	$7.00	$868.00		$5.00	$620.00		$19.08	$2,365.92	
						$5,776.00			$8,800.00			$85,818.28
	ROADWAY											
15	12" Subgrade Preparation (Springfield Ave.)	SY	5,641	$6.50	$36,666.50		$4.00	$22,564.00		$2.15	$12,128.15	
16	9" Concrete Pavement, TxDOT Item 360 - Class P (4,500 PSI) (Springfield Ave.)	SY	5,465	$115.00	$628,475.00		$108.00	$590,220.00		$128.50	$702,252.50	
17	12" Subgrade Preparation (International Blvd.)	SY	1,403	$6.50	$9,119.50		$4.00	$5,612.00		$2.15	$3,016.45	
18	9" Concrete Pavement, TxDOT Item 360 - Class HES (4,500 PSI) (International Blvd.)	SY	1,403	$120.00	$168,360.00		$108.00	$151,524.00		$131.65	$184,704.95	
19	Concrete Sidewalk (12' Wide)	SF	19,030	$6.00	$114,180.00		$7.00	$133,210.00		$10.17	$193,535.10	
20	ADA Ramps	EA	16	$3,000.00	$48,000.00		$1,800.00	$28,800.00		$2,034.00	$32,544.00	
21	4" PVC SCH 40 Utility Conduits	LF	1,044	$18.00	$18,792.00		$25.00	$26,100.00		$15.82	$16,516.08	
						$1,023,593.00			$958,030.00			$1,144,697.23
	WATER DISTRIBUTION SYSTEM											
22	16" Wet Connection (16" x 16" x 12" Tee)	EA	1	$15,000.00	$15,000.00		$10,000.00	$10,000.00		$9,605.00	$9,605.00	
23	12" Water Line - DR 14 PVC	LF	765	$90.00	$68,850.00		$100.00	$76,500.00		$50.85	$38,900.25	
24	8" Water Line Stub Out - DR 14 PVC	LF	154	$60.00	$9,240.00		$54.00	$8,316.00		$88.36	$13,607.44	
25	12" x 12" x 8" Tee	EA	3	$2,700.00	$8,100.00		$4,000.00	$12,000.00		$6,215.00	$18,645.00	
26	12" x 8" Reducer	EA	2	$2,000.00	$4,000.00		$2,000.00	$4,000.00		$2,825.00	$5,650.00	
27	16" Butterfly Valve	EA	2	$9,000.00	$18,000.00		$9,800.00	$19,600.00		$6,502.59	$13,005.18	
28	12" Gate Valve	EA	5	$6,000.00	$30,000.00		$7,500.00	$37,500.00		$5,613.67	$28,068.35	
29	8" Gate Valve	EA	2	$5,000.00	$10,000.00		$5,000.00	$10,000.00		$4,031.67	$8,063.34	
30	8" Plug	EA	2	$900.00	$1,800.00		$800.00	$1,600.00		$2,080.79	$4,161.58	
31	Fire Hydrant Complete Assembly w/ 6" Gate Valve	EA	1	$10,000.00	$10,000.00		$10,000.00	$10,000.00		$11,356.50	$11,356.50	
32	Fire iHydrant Complete Assembly w/ 6" Gate Valve	EA	1	$10,000.00	$10,000.00		$10,000.00	$10,000.00		$11,356.50	$11,356.50	
33	2" Air Release Valve	EA	1	$8,000.00	$8,000.00		$8,500.00	$8,500.00		$16,182.96	$16,182.96	
34	Remove and Dispose Existing 8" Water Line	LF	299	$50.00	$14,950.00		$25.00	$7,475.00		$31.98	$9,562.02	
						$207,940.00			$215,491.00			$188,164.12
	SANITARY SEWER COLLECTION SYSTEM											
35	8" Sanitary Sewer Wet Connection	EA	1	$6,000.00	$6,000.00		$5,000.00	$5,000.00		$3,785.50	$3,785.50	
36	8" Sanitary Sewer Line - SDR 26 PVC	LF	235	$60.00	$14,100.00		$45.00	$10,575.00		$54.24	$12,746.40	
37	Sanitary Sewer Manhole	EA	2	$10,000.00	$20,000.00		$9,000.00	$18,000.00		$30,137.67	$60,275.34	
38	Sanitary Sewer Cleanout	EA	1	$2,000.00	$2,000.00		$1,000.00	$1,000.00		$2,173.33	$2,173.33	
39	Sanitary Sewer 6" Service (Single Short)	EA	1	$2,000.00	$2,000.00		$1,500.00	$1,500.00		$2,825.00	$2,825.00	
40	Concrete Pavement Repair	SY	9	$140.00	$1,260.00		$81.00	$729.00		$124.30	$1,118.70	
41	Curb Repair	LF	15	$24.00	$360.00		$25.00	$375.00		$42.94	$644.10	
42	Sidewalk Repair	SF	505	$12.00	$6,060.00		$7.00	$3,535.00		$10.17	$5,135.85	
						$51,780.00			$40,714.00			$88,704.22
	PAVEMENT MARKINGS AND SIGNAGE											
43	Striping - 8" Solid White Line	LF	230	$5.00	$1,150.00		$5.00	$1,150.00		$8.24	$1,895.20	
44	Striping - 6" Solid Yellow Line	LF	1,208	$3.50	$4,228.00		$4.00	$4,832.00		$6.88	$8,311.04	
45	Striping - 6" Broken White Line	LF	1,207	$3.50	$4,224.50		$4.00	$4,828.00		$6.88	$8,304.16	
46	Striping - 6" Broken Yellow Line	LF	596	$3.50	$2,086.00		$4.00	$2,384.00		$6.88	$4,100.48	
47	Striping - 24" White Stop Bar	LF	37	$8.00	$296.00		$16.00	$592.00		$20.28	$750.36	
48	Pavement Markings	LS	1	$2,000.00	$2,000.00		$7,500.00	$7,500.00		$6,883.96	$6,883.96	
49	Speed Limit Sign	EA	1	$800.00	$800.00		$750.00	$750.00		$395.50	$395.50	
50	Stop Sign	EA	1	$800.00	$800.00		$750.00	$750.00		$565.00	$565.00	
51	Lane Designation Sign	EA	2	$800.00	$1,600.00		$750.00	$1,500.00		$621.50	$1,243.00	
52	Street Lights	EA	6	$3,500.00	$21,000.00		$3,000.00	$18,000.00		$5,085.00	$30,510.00	
53	Type 3 Barricade	EA	1	$1,000.00	$1,000.00		$1,500.00	$1,500.00		$565.00	$565.00	
54	Traffic Control Plan	LS	1	$24,000.00	$24,000.00		$7,500.00	$7,500.00		$20,000.00	$20,000.00	
						$63,184.50			$51,286.00			$83,523.70
	TRAFFIC SIGNAL IMPROVEMENTS											
55	Drill Shaft, 15' Depth (36" Diameter)	EA	4	$15,000.00	$60,000.00		$5,250.00	$21,000.00		$7,288.50	$29,154.00	
56	4" PVC SCH 40 Conduits	LF	728	$18.00	$13,104.00		$25.00	$18,200.00		$42.94	$31,260.32	
57	Ground Box	EA	4	$5,000.00	$20,000.00		$1,500.00	$6,000.00		$1,124.35	$4,497.40	
58	Controler Cabinet	EA	1	$40,000.00	$40,000.00		$55,000.00	$55,000.00		$36,499.00	$36,499.00	
59	Electrical Service Pole	EA	1	$4,000.00	$4,000.00		$5,000.00	$5,000.00		$4,294.00	$4,294.00	
60	Traffic Signal 19' Steel Pole	EA	4	$20,000.00	$80,000.00		$10,000.00	$40,000.00		$8,475.00	$33,900.00	
61	Traffic Signal 44' Mast Arm	EA	4	$15,000.00	$60,000.00		$12,000.00	$48,000.00		$8,475.00	$33,900.00	
62	Traffic Signal Illuminaire	EA	4	$1,000.00	$4,000.00		$800.00	$3,200.00		$452.00	$1,808.00	
63	Three-Section Signal Head	EA	9	$4,000.00	$36,000.00		$1,000.00	$9,000.00		$1,017.00	$9,153.00	
64	Four-Section Signal Head	EA	2	$4,000.00	$8,000.00		$2,000.00	$4,000.00		$1,243.00	$2,486.00	
65	Radar Advance Detection Mounted on Mast Arm	EA	4	$5,000.00	$20,000.00		$3,800.00	$15,200.00		$7,684.00	$30,736.00	
66	Radar Presence Detection Mounted on Mast Arm	EA	4	$5,000.00	$20,000.00		$3,800.00	$15,200.00		$7,006.00	$28,024.00	
67	Sign Plaques Mounted on Mast Arm	EA	8	$1,000.00	$8,000.00		$1,250.00	$10,000.00		$474.60	$3,796.80	
68	Accessible Button with Sign Plaque Mounted on Pole	EA	8	$3,000.00	$24,000.00		$1,500.00	$12,000.00		$1,067.85	$8,542.80	
						$397,104.00			$261,800.00			$258,051.32
69	Contingency Allowance	LS	1	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	CONSTRUCTION GRAND TOTAL					**$2,095,755.50**			**$1,860,521.00**			**$2,219,080.38**

Date: May 31, 2024
Time: 11:30 AM
Place: City Secretary's Office

Attendance List

BID- FY24-ENG-48 Springfield Avenue Extension Phase 2A

Name	Company	Address	Telephone
Martha A Navarro	City of Laredo	1110 Houston St.	791-7312
Ruth Orenday			
Mage 4Group Ltd			
Alberto Calderon			
Martha Liendo			
Roel Elizalde			
Luis Marta			

City of Laredo Bid Information

Date: May 31, 2024 Time: 11:30 a.m. Place: City Secretary's Office BID: FY24-ENG-48 Springfield Avenue Extension Phase 2A		#1 G4 Construction Co. (Mage 4Group, Ltd) Laredo, Tx Manual/Electronic Bid		#2 STX Civil Laredo, Tx Manual/Electronic Bid		#3		#4	
		Addendum:		Addendum:		Addendum:		Addendum:	
	Bid Bond	Yes_x_No__ N/A __		Yes_x_No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __	
	Copies	Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___	
Description	Item No.	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
		$1,860,521.00		$2,219,080.38					

Note: All bid information is subject to City review and approval.

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mage 4Group, Ltd. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Laredo as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Springfield Avenue Extension Phase 2-A

Proj. No. FY24-ENG-48

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 30th day of May, 2024.

Mage 4Group, Ltd.
(Principal)

BY:

TITLE: Managing Partner

SURETEC INSURANCE COMPANY

BY:

Maria Yolanda Lopez, Attorney-in-Fact

POA #: 5334280

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Mage 4Group, Ltd.
Obligee: City of Laredo
Amount: $ 1,750,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of May, 2024, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BID BOND

Project: Springfield Avenue Extension Phase 2A

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

STX Civil

as Principal, and Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound unto

City of Laredo

as Owner in the penal sum of Five (5%) percent of the total amount bid by Principal for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 30th day of May, 20 24.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the

Springfield Avenue Extension Phase 2A, FY-24-ENG-48

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

STX Civil

(L.S.)

Principal (Print and Sign)

Alberto Calderon

Merchants Bonding Company (Mutual)

Surety

By: _____

Brad Ballew, Attorney-In-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brad Ballew; David S Ballew

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of May ,2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

FY24-ENG-48 Addendum 1

G4 Construction Co.

Mage 4Group, Ltd

Supplier Response

Event Information

Number: FY24-ENG-48 Addendum 1
Title: Springfield Avenue Extension Phase 2A
Type: Request For Bid
Issue Date: 5/8/2024
Deadline: 5/30/2024 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

Prospective Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid and

you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.
3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope).**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

G4 Construction Co. Information

Address: 1304 Crosscountry Lane
Laredo, TX 78045
Phone: (956) 286-9731
Email: miguel@g4construction.co
Web Address: www.g4construction.co

By submitting your response, you certify that you are authorized to represent and bind your company.

Miguel Gomez
Signature

miguel@g4construction.co
Email

Submitted at 5/30/2024 12:15:46 PM (CT)

Supplier Note

We are bidding as Mage 4Group, Ltd.

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE

Tab A Springfield av extension phase 2A.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure

Tab B Springfield av extension phase 2A.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit

Tab C Springfield av extension phase 2A.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure

Tab D Springfield av extension phase 2A.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295)

No response

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

FY24-ENG-48 Notice to Bidders

No response

Bidders shall completely review and understand this information.

FY24-ENG-48 Springfield IIA - Construction Plans

No response

Bidders shall review and be familiar with the complete set of construction documents for this project.

FY24-ENG-48 Springfield IIA - Specifications

No response

Bidders shall review and include all required documents as part of the bid package.

EDA - Standard Terms and Conditions for Construction Projects

No response

Bidders shall completely review and understand this information.

FY24-ENG-48 Addendum #1

Addendum no 1 Springfield av extension phase 2A.pdf

Bidders shall review and acknowledge Addendum #1

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders 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. (e) The City of Laredo reserves the right to reject any RFB (submitals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB. ☑ I agree to the General Terms and Conditions
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. ☑ I have read and understand this section
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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. ☑ I have read and understand this section

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. ☑ I have read and understand this section
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. ☑ I have read and understand this section
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. ☑ I have read and understand this section

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT, 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB 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 or City Engineer 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 RFB during the RFB 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. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) 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 Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent 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 Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/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 Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/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. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** ☑ I have read and understand this section

8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. ☑ I have read and understand this section
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. 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) 791-7328**. ☑ I have read and understand this section
10	**10.0 CONTRACT REQUIREMENTS** **(a) CODE OF ETHICS** - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training. **(b) 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 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. **(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) -** The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or 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 respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or 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 response, proposal or bid are true. **(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)** 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/filinginfo/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. 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.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers 'compensation and liability insurance.

1. Commercial general liability standard ISO 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 ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> $5,000,000 per- claim/$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.

b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.

c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (I) to two (2) years after the project is completed.

11. For project s in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ I have read and understand this section

11

11.0 SCOPE OF WORK

Sealed bids will be received at **City Secretary's Office**, **1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, or electronically through Cit-E-Bid until 4:00 P.M. on Thursday, May 30, 2024 and publicly opened, read, and taken under advisement on Friday, May 31, 2024 at 11:30 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for **Springfield Avenue Extension Phase 2A** for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. Said bid shall be marked, "**FY24-ENG-48 Springfield Avenue Extension Phase 2A"**

The project consists of constructing a five (5) lane concrete pavement roadway that includes the following:

This project consists of constructing a 9" concrete pavement roadway (820 LF), 12" diameter water line DR-14 PVC, 8" diameter sanitary sewer line SDR-26, traffic signal, street lights, 12' sidewalks, utility conduit crossings, etc.

Construction contract time for the project is One Hundred Thirty-Five (135) working days.

☑ I have read and understand this section

12

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

☑ I have read and understand this section

13

13.0 TERM OF AGREEMENT

Construction contract time for the project is One Hundred Thirty-Five (135) working days.

☑ I have read and understand this section

14

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

☑ I have read and understand this section

15

15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

☑ I have read and understand this section

16

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement:	May 5, 2024
2nd Advertisement:	May 12, 2024
Pre-Bid Meeting:	May 15, 2024
Questions Deadline:	May 17, 2024
Bid Due Date:	May 30, 2024
Anticipated City Council Award:	June 17, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☑ I have read and understand this section

17

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.
Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY24-ENG-48 "Springfield Avenue Extension Phase 2A". To request special accommodations pursuant to the Language Assistance Plan (LAP)**, for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.
Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY24-ENG-48 "Springfield Avenue Extension Phase 2A"**

☑ I have read and understand this section

18

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

By submitting this Request for Bid, the bidder 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 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 bidder 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.

☑ I have read and understand this section

19

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☑ I have read and understand this section

20	**27.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION** For an RFB to be considered it must contain the following information: - **CHECKLIST** **Tab A - Company Information Questionnaire** **Tab B - Conflict of Interest Disclosure** **Tab C - Non-Collusive Affidavit** **Tab D - Discretionary Contracts Disclosure** **Tab E - Certificate of Interested Parties (Form 1295)** **Complete bid response package** **Addendum #1** **Important Note: Bids received without the required check or original bid bond will NOT be considered.** ☑ I have read and understand this section

Bid Lines

1	Site Preparation - Cleaning and Grubbing w/ Disposal					
	Quantity: 2	UOM: AC	Price:	$3,000.00	Total:	$6,000.00
	Item Notes: SITE PREPARATION					
2	Mobilization (This item shall not be more than 5% of total bid price)					
	Quantity: 1	UOM: LS	Price:	$75,000.00	Total:	$75,000.00
	Item Notes: SITE PREPARATION					
3	Remove and Dispose Curb and Gutter					
	Quantity: 454	UOM: LF	Price:	$15.00	Total:	$6,810.00
	Item Notes: SITE PREPARATION					
4	Remove and Dispose ADA Ramps					
	Quantity: 4	UOM: EA	Price:	$500.00	Total:	$2,000.00
	Item Notes: SITE PREPARATION					
5	Remove and Dispose Sidewalk					
	Quantity: 1287	UOM: SF	Price:	$4.00	Total:	$5,148.00
	Item Notes: SITE PREPARATION					
6	Remove and Dispose Concrete Island					
	Quantity: 1	UOM: EA	Price:	$1,500.00	Total:	$1,500.00
	Item Notes: SITE PREPARATION					
7	Remove and Dispose Asphalt Pavement					
	Quantity: 1394	UOM: SY	Price:	$3.00	Total:	$4,182.00
	Item Notes: SITE PREPARATION					

8	Remove and Dispose Barb Wire Fence					
	Quantity: 692	UOM: LF	Price:	$5.00	Total:	$3,460.00
	Item Notes: SITE PREPARATION					
9	Erosion Control Silt Fence					
	Quantity: 380	UOM: LF	Price:	$6.00	Total:	$2,280.00
	Item Notes: SITE PREPARATION					
10	Construction Exit (50' x 32')					
	Quantity: 1	UOM: EA	Price:	$1,500.00	Total:	$1,500.00
	Item Notes: SITE PREPARATION					
11	Construction Swing Gate (2-16' Wide)					
	Quantity: 2	UOM: EA	Price:	$1,500.00	Total:	$3,000.00
	Item Notes: SITE PREPARATION					
12	Construction 5 Strand Barbed Wire Fence					
	Quantity: 1352	UOM: LF	Price:	$10.00	Total:	$13,520.00
	Item Notes: SITE PREPARATION					
13	Cut					
	Quantity: 1636	UOM: CY	Price:	$5.00	Total:	$8,180.00
	Item Notes: EARTHWORK					
14	Fill					
	Quantity: 124	UOM: CY	Price:	$5.00	Total:	$620.00
	Item Notes: EARTHWORK					
15	12" Subgrade Preparation (Springfield Ave.)					
	Quantity: 5641	UOM: SY	Price:	$4.00	Total:	$22,564.00
	Item Notes: ROADWAY					
16	9" Concrete Pavement, TxDOT Item 360 - Class P (4,500 PSI) (Springfield Ave.)					
	Quantity: 5465	UOM: SY	Price:	$108.00	Total:	$590,220.00
	Item Notes: ROADWAY					
17	12" Subgrade Preparation (International Blvd.)					
	Quantity: 1403	UOM: SY	Price:	$4.00	Total:	$5,612.00
	Item Notes: ROADWAY					
18	9" Concrete Pavement, TxDOT Item 360 - Class HES (4,500 PSI) (International Blvd.)					
	Quantity: 1403	UOM: SY	Price:	$108.00	Total:	$151,524.00
	Item Notes: ROADWAY					

19	Concrete Sidewalk (12' Wide) Item Notes: ROADWAY	Quantity: 19030	UOM: SF	Price:	$7.00	Total: $133,210.00
20	ADA Ramps Item Notes: ROADWAY	Quantity: 16	UOM: EA	Price:	$1,800.00	Total: $28,800.00
21	4" PVC SCH 40 Utility Conduits Item Notes: ROADWAY	Quantity: 1044	UOM: LF	Price:	$25.00	Total: $26,100.00
22	16" Wet Connection (16" x 16" x 12" Tee) Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 1	UOM: EA	Price:	$10,000.00	Total: $10,000.00
23	12" Water Line - DR 14 PVC Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 765	UOM: LF	Price:	$100.00	Total: $76,500.00
24	8" Water Line Stub Out - DR 14 PVC Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 154	UOM: LF	Price:	$54.00	Total: $8,316.00
25	12" x 12" x 8" Tee Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 3	UOM: EA	Price:	$4,000.00	Total: $12,000.00
26	12" x 8" Reducer Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 2	UOM: EA	Price:	$2,000.00	Total: $4,000.00
27	16" Butterfly Valve Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 2	UOM: EA	Price:	$9,800.00	Total: $19,600.00
28	12" Gate Valve Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 5	UOM: EA	Price:	$7,500.00	Total: $37,500.00
29	8" Gate Valve Item Notes: WATER DISTRIBUTION SYSTEM	Quantity: 2	UOM: EA	Price:	$5,000.00	Total: $10,000.00

30	8" Plug					
	Quantity: 2	UOM: EA	Price:	$800.00	Total:	$1,600.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
31	Fire Hydrant Complete Assembly w/ 6" Gate Valve					
	Quantity: 1	UOM: EA	Price:	$10,000.00	Total:	$10,000.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
32	Fire iHydrant Complete Assembly w/ 6" Gate Valve					
	Quantity: 1	UOM: EA	Price:	$10,000.00	Total:	$10,000.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
33	2" Air Release Valve					
	Quantity: 1	UOM: EA	Price:	$8,500.00	Total:	$8,500.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
34	Remove and Dispose Existing 8" Water Line					
	Quantity: 299	UOM: LF	Price:	$25.00	Total:	$7,475.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
35	8" Sanitary Sewer Wet Connection					
	Quantity: 1	UOM: EA	Price:	$5,000.00	Total:	$5,000.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
36	8" Sanitary Sewer Line - SDR 26 PVC					
	Quantity: 235	UOM: LF	Price:	$45.00	Total:	$10,575.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
37	Sanitary Sewer Manhole					
	Quantity: 2	UOM: EA	Price:	$9,000.00	Total:	$18,000.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
38	Sanitary Sewer Cleanout					
	Quantity: 1	UOM: EA	Price:	$1,000.00	Total:	$1,000.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
39	Sanitary Sewer 6" Service (Single Short)					
	Quantity: 1	UOM: EA	Price:	$1,500.00	Total:	$1,500.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
40	Concrete Pavement Repair					
	Quantity: 9	UOM: SY	Price:	$81.00	Total:	$729.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					

41	Curb Repair					
	Quantity: 15	UOM: LF	Price:	$25.00	Total:	$375.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
42	Sidewalk Repair					
	Quantity: 505	UOM: SF	Price:	$7.00	Total:	$3,535.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
43	Striping - 8" Solid White Line					
	Quantity: 230	UOM: LF	Price:	$5.00	Total:	$1,150.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
44	Striping - 6" Solid Yellow Line					
	Quantity: 1208	UOM: LF	Price:	$4.00	Total:	$4,832.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
45	Striping - 6" Broken White Line					
	Quantity: 1207	UOM: LF	Price:	$4.00	Total:	$4,828.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
46	Striping - 6" Broken Yellow Line					
	Quantity: 596	UOM: LF	Price:	$4.00	Total:	$2,384.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
47	Striping - 24" White Stop Bar					
	Quantity: 37	UOM: LF	Price:	$16.00	Total:	$592.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
48	Pavement Markings					
	Quantity: 1	UOM: LS	Price:	$7,500.00	Total:	$7,500.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
49	Speed Limit Sign					
	Quantity: 1	UOM: EA	Price:	$750.00	Total:	$750.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
50	Stop Sign					
	Quantity: 1	UOM: EA	Price:	$750.00	Total:	$750.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
51	Lane Designation Sign					
	Quantity: 2	UOM: EA	Price:	$750.00	Total:	$1,500.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					

52	Street Lights					
	Quantity: 6	UOM: EA	Price:	$3,000.00	Total:	$18,000.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
53	Type 3 Barricade					
	Quantity: 1	UOM: EA	Price:	$1,500.00	Total:	$1,500.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
54	Traffic Control Plan					
	Quantity: 1	UOM: LS	Price:	$7,500.00	Total:	$7,500.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
55	Drill Shaft, 15' Depth (36" Diameter)					
	Quantity: 4	UOM: EA	Price:	$5,250.00	Total:	$21,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
56	4" PVC SCH 40 Conduits					
	Quantity: 728	UOM: LF	Price:	$25.00	Total:	$18,200.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
57	Ground Box					
	Quantity: 4	UOM: EA	Price:	$1,500.00	Total:	$6,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
58	Controler Cabinet					
	Quantity: 1	UOM: EA	Price:	$55,000.00	Total:	$55,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
59	Electrical Service Pole					
	Quantity: 1	UOM: EA	Price:	$5,000.00	Total:	$5,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
60	Traffic Signal 19' Steel Pole					
	Quantity: 4	UOM: EA	Price:	$10,000.00	Total:	$40,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
61	Traffic Signal 44' Mast Arm					
	Quantity: 4	UOM: EA	Price:	$12,000.00	Total:	$48,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
62	Traffic Signal Illuminaire					
	Quantity: 4	UOM: EA	Price:	$800.00	Total:	$3,200.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					

63	Three-Section Signal Head					
	Quantity: 9	UOM: EA	Price:	$1,000.00	Total:	$9,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
64	Four-Section Signal Head					
	Quantity: 2	UOM: EA	Price:	$2,000.00	Total:	$4,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
65	Radar Advance Detection Mounted on Mast Arm					
	Quantity: 4	UOM: EA	Price:	$3,800.00	Total:	$15,200.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
66	Radar Presence Detection Mounted on Mast Arm					
	Quantity: 4	UOM: EA	Price:	$3,800.00	Total:	$15,200.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
67	Sign Plaques Mounted on Mast Arm					
	Quantity: 8	UOM: EA	Price:	$1,250.00	Total:	$10,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
68	Accessible Button with Sign Plaque Mounted on Pole					
	Quantity: 8	UOM: EA	Price:	$1,500.00	Total:	$12,000.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
69	Contingency Allowance					
	Quantity: 1	UOM: LS	Price:	$200,000.00	Total:	$200,000.00
	Item Notes: **Note: Include a Contingency Allowance of $200,000.00**					

Response Total: $1,860,521.00

FY24-ENG-48 Addendum 1
STX Civil
Texas Guardrail Contractors
Supplier Response

Event Information

Number: FY24-ENG-48 Addendum 1
Title: Springfield Avenue Extension Phase 2A
Type: Request For Bid
Issue Date: 5/8/2024
Deadline: 5/30/2024 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

Prospective Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid and

you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.
3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope).**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

STX Civil Information

Contact: Alberto Calderon
Address: 5310 Riverside Dr
Laredo, TX 78041
Phone: (956) 415-6816
Email: ac@stxcivil.com
Web Address: www.stxcivil.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Alberto Calderon
Signature

ac@stxcivil.com
Email

Submitted at 5/30/2024 03:08:40 PM (CT)

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE
TAB_A_-_Company_Information_Questionnaire (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure
TAB_B_-_Conflict_of_Interest_Disclosure (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit
TAB C - FY24-ENG-43.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure
TAB D FY24-ENG-48.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295)
TAB E - FY24-ENG-48.pdf

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

FY24-ENG-48 Notice to Bidders
FY24-ENG-48 Notice to Bidders.pdf

Bidders shall completely review and understand this information.

FY24-ENG-48 Springfield IIA - Construction Plans
FY24-ENG-48 Springfield IIA - Construction Plans.pdf

Bidders shall review and be familiar with the complete set of construction documents for this project.

FY24-ENG-48 Springfield IIA - Specifications
FY24-ENG-48 Springfield IIA - Specifications.pdf

Bidders shall review and include all required documents as part of the bid package.

EDA - Standard Terms and Conditions for Construction Projects
EDA - Standard Terms and Conditions for Construction Projects.pdf

Bidders shall completely review and understand this information.

FY24-ENG-48 Addendum #1
FY24-ENG-48 Addendum #1.pdf

Bidders shall review and acknowledge Addendum #1

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders 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. (e) The City of Laredo reserves the right to reject any RFB (submitals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB. ☑ I agree to the General Terms and Conditions
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. ☑ I have read and understand this section
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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. ☑ I have read and understand this section

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. ☑ I have read and understand this section
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. ☑ I have read and understand this section
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. ☑ I have read and understand this section

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT, 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB 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 or City Engineer 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 RFB during the RFB 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. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) 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 Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent 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 Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/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 Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/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. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** ☑ I have read and understand this section

8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. ☑ I have read and understand this section
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. 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) 791-7328**. ☑ I have read and understand this section
10	**10.0 CONTRACT REQUIREMENTS** **(a) CODE OF ETHICS** - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training. **(b) 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 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. **(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) -** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) -** The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or 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 respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or 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 response, proposal or bid are true. **(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)** This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo. **(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)** 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/filinginfo/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. 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.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers 'compensation and liability insurance.

1. Commercial general liability standard ISO 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 ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> $5,000,000 per- claim/$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.

b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.

c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (I) to two (2) years after the project is completed.

11. For project s in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ I have read and understand this section

11

11.0 SCOPE OF WORK

Sealed bids will be received at **City Secretary's Office**, **1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, or electronically through Cit-E-Bid until 4:00 P.M. on Thursday, May 30, 2024 and publicly opened, read, and taken under advisement on Friday, May 31, 2024 at 11:30 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for **Springfield Avenue Extension Phase 2A** for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. Said bid shall be marked, "**FY24-ENG-48 Springfield Avenue Extension Phase 2A"**

The project consists of constructing a five (5) lane concrete pavement roadway that includes the following:

This project consists of constructing a 9" concrete pavement roadway (820 LF), 12" diameter water line DR-14 PVC, 8" diameter sanitary sewer line SDR-26, traffic signal, street lights, 12' sidewalks, utility conduit crossings, etc.

Construction contract time for the project is One Hundred Thirty-Five (135) working days.

☑ I have read and understand this section

12

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

☑ I have read and understand this section

13

13.0 TERM OF AGREEMENT

Construction contract time for the project is One Hundred Thirty-Five (135) working days.

☑ I have read and understand this section

14

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

☑ I have read and understand this section

15

15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

☑ I have read and understand this section

16

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement:	May 5, 2024
2nd Advertisement:	May 12, 2024
Pre-Bid Meeting:	May 15, 2024
Questions Deadline:	May 17, 2024
Bid Due Date:	May 30, 2024
Anticipated City Council Award:	June 17, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☑ I have read and understand this section

17

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.
Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY24-ENG-48 "Springfield Avenue Extension Phase 2A". To request special accommodations pursuant to the Language Assistance Plan (LAP)**, for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.
Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY24-ENG-48 "Springfield Avenue Extension Phase 2A"**

☑ I have read and understand this section

18

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

By submitting this Request for Bid, the bidder 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 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 bidder 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.

☑ I have read and understand this section

19

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☑ I have read and understand this section

20	**27.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION** For an RFB to be considered it must contain the following information: - **CHECKLIST** **Tab A - Company Information Questionnaire** **Tab B - Conflict of Interest Disclosure** **Tab C - Non-Collusive Affidavit** **Tab D - Discretionary Contracts Disclosure** **Tab E - Certificate of Interested Parties (Form 1295)** **Complete bid response package** **Addendum #1** **Important Note: Bids received without the required check or original bid bond will NOT be considered.** ☑ I have read and understand this section

Bid Lines

1	Site Preparation - Cleaning and Grubbing w/ Disposal					
	Quantity: 2	UOM: AC	Price:	$1,695.00	Total:	$3,390.00
	Item Notes: SITE PREPARATION					
2	Mobilization (This item shall not be more than 5% of total bid price)					
	Quantity: 1	UOM: LS	Price:	$110,000.00	Total:	$110,000.00
	Item Notes: SITE PREPARATION					
3	Remove and Dispose Curb and Gutter					
	Quantity: 454	UOM: LF	Price:	$4.52	Total:	$2,052.08
	Item Notes: SITE PREPARATION					
4	Remove and Dispose ADA Ramps					
	Quantity: 4	UOM: EA	Price:	$678.00	Total:	$2,712.00
	Item Notes: SITE PREPARATION					
5	Remove and Dispose Sidewalk					
	Quantity: 1287	UOM: SF	Price:	$3.39	Total:	$4,362.93
	Item Notes: SITE PREPARATION					
6	Remove and Dispose Concrete Island					
	Quantity: 1	UOM: EA	Price:	$678.00	Total:	$678.00
	Item Notes: SITE PREPARATION					
7	Remove and Dispose Asphalt Pavement					
	Quantity: 1394	UOM: SY	Price:	$20.91	Total:	$29,148.54
	Item Notes: SITE PREPARATION					

8	Remove and Dispose Barb Wire Fence					
	Quantity: 692	UOM: LF	Price:	$3.39	Total:	$2,345.88
	Item Notes: SITE PREPARATION					
9	Erosion Control Silt Fence					
	Quantity: 380	UOM: LF	Price:	$1.42	Total:	$539.60
	Item Notes: SITE PREPARATION					
10	Construction Exit (50' x 32')					
	Quantity: 1	UOM: EA	Price:	$3,616.00	Total:	$3,616.00
	Item Notes: SITE PREPARATION					
11	Construction Swing Gate (2-16' Wide)					
	Quantity: 2	UOM: EA	Price:	$3,955.00	Total:	$7,910.00
	Item Notes: SITE PREPARATION					
12	Construction 5 Strand Barbed Wire Fence					
	Quantity: 1352	UOM: LF	Price:	$2.49	Total:	$3,366.48
	Item Notes: SITE PREPARATION					
13	Cut					
	Quantity: 1636	UOM: CY	Price:	$51.01	Total:	$83,452.36
	Item Notes: EARTHWORK					
14	Fill					
	Quantity: 124	UOM: CY	Price:	$19.08	Total:	$2,365.92
	Item Notes: EARTHWORK					
15	12" Subgrade Preparation (Springfield Ave.)					
	Quantity: 5641	UOM: SY	Price:	$2.15	Total:	$12,128.15
	Item Notes: ROADWAY					
16	9" Concrete Pavement, TxDOT Item 360 - Class P (4,500 PSI) (Springfield Ave.)					
	Quantity: 5465	UOM: SY	Price:	$128.50	Total:	$702,252.50
	Item Notes: ROADWAY					
17	12" Subgrade Preparation (International Blvd.)					
	Quantity: 1403	UOM: SY	Price:	$2.15	Total:	$3,016.45
	Item Notes: ROADWAY					
18	9" Concrete Pavement, TxDOT Item 360 - Class HES (4,500 PSI) (International Blvd.)					
	Quantity: 1403	UOM: SY	Price:	$131.65	Total:	$184,704.95
	Item Notes: ROADWAY					

19	Concrete Sidewalk (12' Wide)					
	Quantity: 19030	UOM: SF	Price:	$10.17	Total:	$193,535.10
	Item Notes: ROADWAY					
20	ADA Ramps					
	Quantity: 16	UOM: EA	Price:	$2,034.00	Total:	$32,544.00
	Item Notes: ROADWAY					
21	4" PVC SCH 40 Utility Conduits					
	Quantity: 1044	UOM: LF	Price:	$15.82	Total:	$16,516.08
	Item Notes: ROADWAY					
22	16" Wet Connection (16" x 16" x 12" Tee)					
	Quantity: 1	UOM: EA	Price:	$9,605.00	Total:	$9,605.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
23	12" Water Line - DR 14 PVC					
	Quantity: 765	UOM: LF	Price:	$50.85	Total:	$38,900.25
	Item Notes: WATER DISTRIBUTION SYSTEM					
24	8" Water Line Stub Out - DR 14 PVC					
	Quantity: 154	UOM: LF	Price:	$88.36	Total:	$13,607.44
	Item Notes: WATER DISTRIBUTION SYSTEM					
25	12" x 12" x 8" Tee					
	Quantity: 3	UOM: EA	Price:	$6,215.00	Total:	$18,645.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
26	12" x 8" Reducer					
	Quantity: 2	UOM: EA	Price:	$2,825.00	Total:	$5,650.00
	Item Notes: WATER DISTRIBUTION SYSTEM					
27	16" Butterfly Valve					
	Quantity: 2	UOM: EA	Price:	$6,502.59	Total:	$13,005.18
	Item Notes: WATER DISTRIBUTION SYSTEM					
28	12" Gate Valve					
	Quantity: 5	UOM: EA	Price:	$5,613.67	Total:	$28,068.35
	Item Notes: WATER DISTRIBUTION SYSTEM					
29	8" Gate Valve					
	Quantity: 2	UOM: EA	Price:	$4,031.67	Total:	$8,063.34
	Item Notes: WATER DISTRIBUTION SYSTEM					

30	8" Plug					
	Quantity: 2	UOM: EA	Price:	$2,080.79	Total:	$4,161.58
	Item Notes: WATER DISTRIBUTION SYSTEM					
31	Fire Hydrant Complete Assembly w/ 6" Gate Valve					
	Quantity: 1	UOM: EA	Price:	$11,356.50	Total:	$11,356.50
	Item Notes: WATER DISTRIBUTION SYSTEM					
32	Fire iHydrant Complete Assembly w/ 6" Gate Valve					
	Quantity: 1	UOM: EA	Price:	$11,356.50	Total:	$11,356.50
	Item Notes: WATER DISTRIBUTION SYSTEM					
33	2" Air Release Valve					
	Quantity: 1	UOM: EA	Price:	$16,182.96	Total:	$16,182.96
	Item Notes: WATER DISTRIBUTION SYSTEM					
34	Remove and Dispose Existing 8" Water Line					
	Quantity: 299	UOM: LF	Price:	$31.98	Total:	$9,562.02
	Item Notes: WATER DISTRIBUTION SYSTEM					
35	8" Sanitary Sewer Wet Connection					
	Quantity: 1	UOM: EA	Price:	$3,785.50	Total:	$3,785.50
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
36	8" Sanitary Sewer Line - SDR 26 PVC					
	Quantity: 235	UOM: LF	Price:	$54.24	Total:	$12,746.40
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
37	Sanitary Sewer Manhole					
	Quantity: 2	UOM: EA	Price:	$30,137.67	Total:	$60,275.34
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
38	Sanitary Sewer Cleanout					
	Quantity: 1	UOM: EA	Price:	$2,173.33	Total:	$2,173.33
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
39	Sanitary Sewer 6" Service (Single Short)					
	Quantity: 1	UOM: EA	Price:	$2,825.00	Total:	$2,825.00
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
40	Concrete Pavement Repair					
	Quantity: 9	UOM: SY	Price:	$124.30	Total:	$1,118.70
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					

41	Curb Repair					
	Quantity: 15	UOM: LF	Price:	$42.94	Total:	$644.10
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
42	Sidewalk Repair					
	Quantity: 505	UOM: SF	Price:	$10.17	Total:	$5,135.85
	Item Notes: SANITARY SEWER COLLECTION SYSTEM					
43	Striping - 8" Solid White Line					
	Quantity: 230	UOM: LF	Price:	$8.24	Total:	$1,895.20
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
44	Striping - 6" Solid Yellow Line					
	Quantity: 1208	UOM: LF	Price:	$6.88	Total:	$8,311.04
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
45	Striping - 6" Broken White Line					
	Quantity: 1207	UOM: LF	Price:	$6.88	Total:	$8,304.16
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
46	Striping - 6" Broken Yellow Line					
	Quantity: 596	UOM: LF	Price:	$6.88	Total:	$4,100.48
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
47	Striping - 24" White Stop Bar					
	Quantity: 37	UOM: LF	Price:	$20.28	Total:	$750.36
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
48	Pavement Markings					
	Quantity: 1	UOM: LS	Price:	$6,883.96	Total:	$6,883.96
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
49	Speed Limit Sign					
	Quantity: 1	UOM: EA	Price:	$395.50	Total:	$395.50
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
50	Stop Sign					
	Quantity: 1	UOM: EA	Price:	$565.00	Total:	$565.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
51	Lane Designation Sign					
	Quantity: 2	UOM: EA	Price:	$621.50	Total:	$1,243.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					

52	Street Lights					
	Quantity: 6	UOM: EA	Price:	$5,085.00	Total:	$30,510.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
53	Type 3 Barricade					
	Quantity: 1	UOM: EA	Price:	$565.00	Total:	$565.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
54	Traffic Control Plan					
	Quantity: 1	UOM: LS	Price:	$20,000.00	Total:	$20,000.00
	Item Notes: PAVEMENT MARKINGS AND SIGNAGE					
55	Drill Shaft, 15' Depth (36" Diameter)					
	Quantity: 4	UOM: EA	Price:	$7,288.50	Total:	$29,154.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
56	4" PVC SCH 40 Conduits					
	Quantity: 728	UOM: LF	Price:	$42.94	Total:	$31,260.32
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
57	Ground Box					
	Quantity: 4	UOM: EA	Price:	$1,124.35	Total:	$4,497.40
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
58	Controler Cabinet					
	Quantity: 1	UOM: EA	Price:	$36,499.00	Total:	$36,499.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
59	Electrical Service Pole					
	Quantity: 1	UOM: EA	Price:	$4,294.00	Total:	$4,294.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
60	Traffic Signal 19' Steel Pole					
	Quantity: 4	UOM: EA	Price:	$8,475.00	Total:	$33,900.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
61	Traffic Signal 44' Mast Arm					
	Quantity: 4	UOM: EA	Price:	$8,475.00	Total:	$33,900.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
62	Traffic Signal Illuminaire					
	Quantity: 4	UOM: EA	Price:	$452.00	Total:	$1,808.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					

63	Three-Section Signal Head					
	Quantity: 9	UOM: EA	Price:	$1,017.00	Total:	$9,153.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
64	Four-Section Signal Head					
	Quantity: 2	UOM: EA	Price:	$1,243.00	Total:	$2,486.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
65	Radar Advance Detection Mounted on Mast Arm					
	Quantity: 4	UOM: EA	Price:	$7,684.00	Total:	$30,736.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
66	Radar Presence Detection Mounted on Mast Arm					
	Quantity: 4	UOM: EA	Price:	$7,006.00	Total:	$28,024.00
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
67	Sign Plaques Mounted on Mast Arm					
	Quantity: 8	UOM: EA	Price:	$474.60	Total:	$3,796.80
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
68	Accessible Button with Sign Plaque Mounted on Pole					
	Quantity: 8	UOM: EA	Price:	$1,067.85	Total:	$8,542.80
	Item Notes: TRAFFIC SIGNAL IMPROVEMENTS					
69	Contingency Allowance					
	Quantity: 1	UOM: LS	Price:	$200,000.00	Total:	$200,000.00
	Item Notes: **Note: Include a Contingency Allowance of $200,000.00**					

Response Total: $2,219,080.38

City Council

Meeting Date: 6/24/2024 **Consent Agenda 40.**

SUBJECT
Consideration for approval of amendment No. 2 an increase of $2,989,739.00 to the professional services contract with RS&H, Inc., San Antonio, Texas, for the Laredo International Airport Terminal Improvements Program. This amendment No. 2 is for design adjustments, construction administration and Periodic on-site observation services, construction materials testing services and direct expenses. Current professional services contract with this amendment is $6,406,480.00. Funding is available in Airport Construction Fund, FAA AIP Grant 102.

PREVIOUS COUNCIL ACTION
Amendment No. 1 was awarded to RS&H, Inc. for the Laredo International Airport Terminal Improvements Program approved by City Council on August 2, 2021.

BACKGROUND
The original scope of work included the Terminal Program Definition Services.
The City of Laredo identified a need for improvements to the passenger terminal facilities at Laredo International Airport (LRD) to properly serve the needs of the community. Prior planning efforts have defined the broad approach as an addition to the north, expanding the terminal to accommodate new security checkpoint and future gates. The Terminal Improvements Program generally included an addition to the north of the existing building to include new security checkpoint, consolidated secure exit, and the associated infrastructure impacts incurred by expanding the building. At the existing building, the Program includes upgraded public address system, renovated restrooms, and an evaluation of programmatic adjacencies.

Amendment No. 1 was for the conceptual design thru bidding services for a new expansion to the first floor for airport support operations and public ticketing area improvements; a second level to relocate security checkpoint, TSA support offices, and vertical circulation improvements; plus, reconfiguration of existing program areas, and necessary investigations to support these improvements. Other services in amendment No.1 included roof replacement and interior remodeling of existing terminal, new inline baggage handling system, replacement of escalators, and a new emergency generator.

This amendment No. 2 is for miscellaneous design modifications and adjustments due to bid package acceptance and to provide construction administration services, Periodic on-site observation services, construction materials testing services and direct expenses.

Fee breakdown of Amendment No. 2 is as follow:

RS&H Fees (Design Modifications / Adjustments and Construction Administration Services)	Fee
Design Modifications due to Bid Package Acceptance	$ 892,648.00
Construction Administration Services	$ 1,802,117.00
Resident Project Representative (RPR)	$ 294,974.00
Total Amendment No. 2	**$ 2,989,739.00**

Original contract amount Awarded by City Council on June 15, 2020$ 567,739.00	
Amendment No. 1 Awarded by City Council on August 2, 2021	$ 2,849,002.00
This Amendment No. 2	$ 2,989,739.00
Current contract amount	**$ 6,406,480.00**

COMMITTEE RECOMMENDATION
This item will be presented to the Airport Advisory Board.

STAFF RECOMMENDATION
Approval of this motion

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Y
Source of Funds: Airport Construction Fund
Account #: 433-3609-585-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Professional Fees - A/E
Grant BIL-ATP 103-2023 $2,500,000.00 (95% - 5%)
Grant BIL-AIG 105-2023 $489,739.00 (90%-10%)
Funding is Available in Airport Construction Fund:
Revenue Account: 433-0000-322-2061 project#AC0102.
Expense Account: 433-3609-585-9301 project#AC0102.

LRD Terminal Improvements Design Adjustments, Construction Administration (CA) and Periodic On-site Observation Services Scope of Work

May 14, 2024
Laredo International Airport
Laredo, Texas

Prepared by RS&H Inc., at the direction of Laredo International Airport

RS&H

I PROJECT DESCRIPTION

The Laredo International Airport (Airport) has requested that RS&H (Consultant) provide a scope and fee for miscellaneous Design Adjustments Construction Administration and Periodic On-site Observation Services for the Laredo Terminal Improvements designed by RS&H identified as follows:

Project Scope Basis

The Original scope of work resulted in six bid schedules accepted and associated with this scope of work, however the Airport will now have the work constructed on a single contract and single schedule.

Bid Schedule 1: Consists of the removal and replacement of two 15'-0" vertical rise escalators and adjacent stairway near the main entry of the terminal. Temporary walls and rerouting of vertical pedestrian traffic to adjacent elevators is included in the schedule. Bid Schedule location is publicly accessible.

Bid Schedule 2: Consists of the demolition of the first floor Landside Kitchen and Concessions spaces and construction of a new Men's Restroom, Women's Restroom, Family Restroom, Nursing Room, and storage on the first floor. The area impacted is approximately 2,500 square feet of publicly accessible landside space.

Bid Schedule 3: Consists of the renovation of the airside first floor Men's and Women's Restrooms. The men's and women's restrooms are not to be renovated concurrently for the purpose of keeping first floor airside restroom access available. The location of the approximately 600 square feet of work is not accessible without badging or an escort.

Bid Schedule 4: Consists of the demolition of the second floor existing Security Check Point, Janitor's Closet, TSA ancillary spaces, airline offices and maintenance offices for the renovations of the airside Men's and Women's Restrooms, lounge, conference room, IT room, and TSA Secure exit. Additionally, an airside Quiet Room, Service Animal Relief Area (SARA), Family Restroom, Nursing Room, and Janitor's Room will be constructed. Provision of temporary restroom availability during construction is included in Bid Schedule 3. The location of the approximately 9,000 square feet of work is not accessible without badging or an escort.

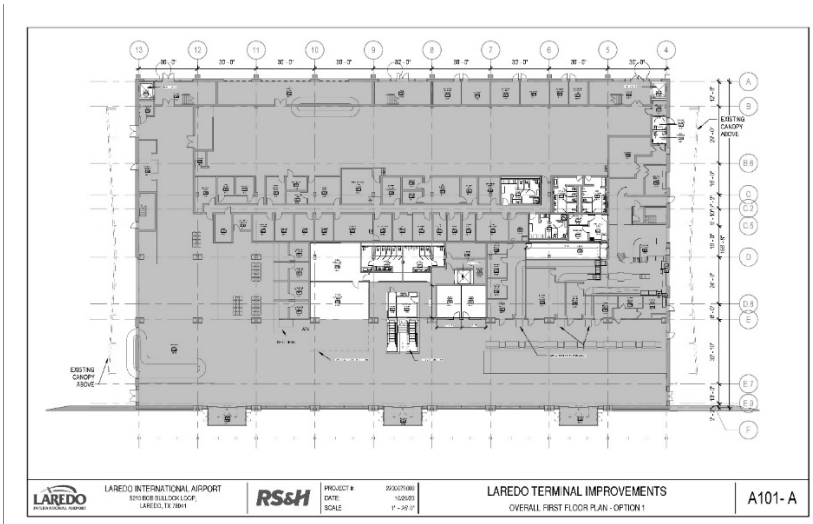
Bid Schedule 5: Consists of the construction of 90 linear feet of screen wall and a new generator for the terminal building to be located at the existing service yard. The work includes the utility and site work required to access and connect to existing systems.

Bid Schedule 6: Consists of the reroofing of the approximately 65,000 square feet metal seam roofing on the existing terminal.

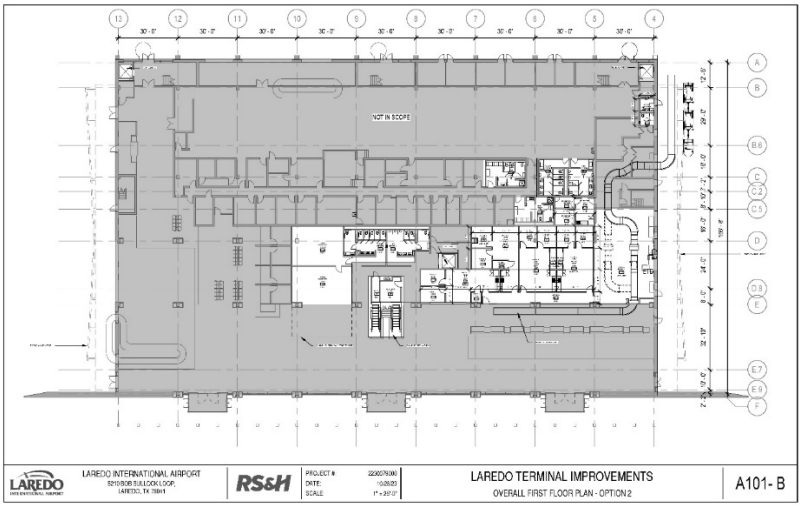
Design Adjustments Plan Adjustments

Plan revisions required to align accepted bid packages with scope of work include.

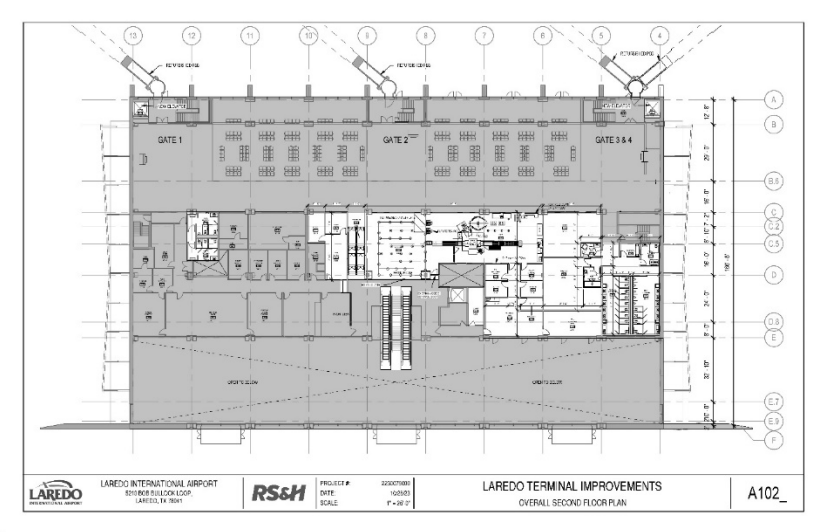
(Plans below)



First Floor with bag takeaway belts



First Floor with Mini in-line bag screening system



Upper-Level Plan

Specific Modifications and New Work Scope Elements (See Task 1) Include:

- **Design Modifications due to Bid Package acceptance.**
  - Revised SSCP configuration and Agency Approvals
  - Internal program re-configuration due to accepted Bid Packages
  - Tenant space adjustments (white box or "shell buildout)
  - IT areas Modifications
  - Design adjusted Electrical systems due to smaller load from reduced program.

- **Design Adjustments required by Airport.**
  - Design New Elevators (1) in existing shaft
  - Design expanded Public Address system.
  - Refurbish Passenger Boarding Bridges (4) on existing pedestals. (3)
    - Determine program and accessories.
  - Design LED Lighting in Terminal (exterior site lighting under separate contract)
  - Design Upgrade Energy Management System
  - Option 1
    - Design new mini-inline baggage handling systems, including Agency approvals and TSA funding applications and Contractor certification support.
  - Option 2
    - Re-configure / upgrade existing system, limited TSA coordination.
  - Permit adjustment support.

Project Scope Services

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

- Project Management
- Airport Specialty Consultant Support
- TSA In-line Bag approvals and funding support
- Architectural Design
- Architecture/Life Safety
  - Door Hardware
  - Accessibility Consultant
  - Millwork
- Interior Design/FFE
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Electrical Engineering
  - Lighting
  - Power
  - Lightning Protection
- Low Voltage Systems
  - Communication Systems (IT/Infrastructure, Information Displays,)
  - Security (Access Control, Video Surveillance, Intrusion Detection)
  - Public Address Systems
- Phasing
- Acoustics
- Roofing Replacement Special Services Consultant

RS&H Design Team

Consultant/Subconsultant	Involvement
RS&H	Project Management, Grant Management Support, Architecture, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Security, Low Voltage, Comm/IT, Construction Administration Services (CA)
Introba (formerly Ross & Baruzzini)	Baggage Screening systems. Regulatory approvals
Avant Acoustics	Acoustics Public Address System
Crane	Site Survey and engineering
Loefgren Consultant	Roofing replacement
Vistara	Cost Consultant
Sepulveda Associates + Davida	Periodic On-site Observation Support during Construction

Project Duration – The Project's schedule is based on upon an estimated total construction duration provided by the Contractor as Substantially Complete by March 2025 plus 3 months for punchlist completion and Project Closeout totaling **490 Calendar Days (70 weeks)**.

II PROJECT TASKS

TASK 1

- **Design Modifications due to Bid Package acceptance.**
  - Revised SSCP configuration and Agency Approvals
  - Internal program re-configuration due to accepted Bid Packages
  - Tenant space adjustments (white box or "shell buildout)
  - IT areas Modifications
  - Design adjusted Electrical systems due to smaller load from reduced program.

- **Design Adjustments required by Airport.**
  - Design New Elevators (1) in existing shaft
  - Design expanded Public Address system.
  - Refurbish Boarding Bridges (4) on existing pedestals. (3)
    - Determine program and accessories.
  - Design LED Lighting in Terminal (exterior site lighting under separate contract)
  - Design Upgrade Energy Management System
  - Design new mini-inline baggage handling systems, including Agency approvals and TSA funding applications and Contractor certification support.
  - Permit adjustment support.

- **Project Management**
  - Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of RS&HRS&H team's efforts including assembly and coordination of all documentation.

TASK 2 CONSTRUCTION ADMINISTRATION, SITE VISITS

The scope (and fee) proposed under this task is based upon an estimated total construction duration provided by the Contractor as Substantially Complete by March 2025 plus 3 months for punchlist completion and Project Closeout totaling **490 Calendar Days (70 weeks)**. Specific tasks that are common to all bid schedules and that will extend throughout the full construction duration or that will happen only once are as follows:

Task 2.1 Pre-Construction Conference

RS&H shall attend one (1) pre-construction conference meeting at the Airport. In attendance will be the:

- Project Officer (RS&H)
- Project Manager (RSH)
- Project Architect (RSH)
- Project Director (RS&H)
- Project Engineer Site and Building (RS&H on-site and remote)

Task 2.2 Construction Meetings/Site Visits

Members of RS&H Team shall participate in weekly construction coordination meetings throughout the duration of construction (70 meetings total). RS&H's Sub-consultant will attend on-site all of the meetings. A maximum of 1 Architect or 1 Engineer will participate on site in thirty-five (35) meetings total with the remainder of the meetings attended via teleconference with a maximum of 2 RS&H staff members on the call with subconsultants attendance as required for that week's discussions. On-site participation in construction meetings will be coupled with regularly scheduled site visits.

Task 2.3 Submittal Review – Shop Drawings

RS&H shall review and respond to shop drawings, samples, and other submissions furnished by the contractor and submitted to RS&H as required in the Project Specifications. RS&H will utilize Newforma for tracking, reviewing, and responding to RFIs and submittals. Submittal review will be limited to the initial review and a single resubmittal.

Task 2.4 RFI/Substitutions Review

RS&H shall review and respond to Request for Information (RFI's) (75 total), substitution requests (20 total).

Task 2.5 Payment Applications

RS&H shall review monthly Payment Applications, supporting documentation and provide comments. When payment amounts are agreed upon to RS&H shall execute and forward to Owner.

Task 2.6 Change Directives and Change Notices

RS&H will prepare documentation to issue Change Directives and Change Notices with the approval of the Airport. Changes that require additional design and documentation effort from RS&H will be handled through an amendment to the contract. No changes will be executed, and no work progressed associated with those changes without prior approval from the Airport.

Task 2.7 Punchlist/ Final Observation / One Year Review

RS&H shall perform, together with the Airport's authorized representative(s), a substantial completion observation of the project. RS&H shall prepare a punchlist of items that must be completed or that are deficient. RS&H shall perform a final observation to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all of its obligations thereunder so that RS&H may recommend approval (from Airport) if applicable, in writing, the issuance of a Certificate of Substantial Completion and final payment to the contractor. A one-year review will be held for the overall project to review Warranty items.

Two (2) on-site meetings will be held for punchlist and final observation for the overall project. Punch list attendees will be:

- Project Manager (RS&H)
- Project Architect (RS&H)
- Project Engineers (Electrical, Mechanical, Site Civil, IT) (RS&H)
- Subconsultants
    - Roofing
    - Public Address

A one-year review will be held for the overall project to review Warranty items. Attendees will be:

- Project Manager (RS&H)
- Project Architect (RS&H)
- Project Engineers (Electrical, Mechanical, Site Civil, IT) (RS&H)
- Subconsultants
    - Roofing
    - Public Address

Task 2.8 Record Documents

RS&H shall obtain red-line as-built drawings from Construction Contractor and prepare "Record Drawings", which shall become the property of the Airport corrected to show significant changes made in the work during the construction of the project. Such corrections shall be the "as-built" prints, drawings, field sketches and other data furnished to RS&H by the Airport and the contractor, and any amendments issued during construction.

- PDF files
- CAD + Revit Drawings

Task 2.9 Supplementary Support Service

RS&H will, on an as requested basis, provide additional support to the Airport and it's correlating agencies for miscellaneous tasks directed by the Airport.

Task 2.10 Project Management

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of RS&H team's efforts including assembly and coordination of all documentation and closeout support.

RS&H will provide a summary of activities attached to the monthly invoice to the Airport during this portion of the project.

TASK 3 PERIODIC ON-SITE OBSERVATION SERVICES

Task 3.1 Periodic On-Site Observation

Periodic On-Site observation will be provided by RSH Sub-consultants Davika Construction LLC and /or Sepulveda Architects based on a cost-plus basis as follows.

Sepulveda Architects	**Period/Weeks**	**Hrs/Week**
Roberto J. Sepulveda	56	6
Robbie Sepulveda	56	3
Davika Construction LLC	56	16

The Contractor has advised the project will be Substantially complete by March 1, 2025, plus 3 months for punchlist completion and Project Closeout. RSH Sub-consultants will be on-site as identified above and will be responsible for assisting A/E (RSH) in the administration of the contract when on-site. Through the observations these Sub-consultants shall complete and forward the Owner weekly FAA formatted Construction Activity reports. The RSH Project Manager will be responsible for preparing and providing final project closeout documents to the FAA.

RSH shall issue a Certification as follows for the completion of the work: This is to Certify that RS&H, Inc, a Registered Architectural/Engineering firm in the state of Texas, and through our subconsultants Sepulveda Architects and Davika Construction LLC have observed the work accomplished by Leyendecker Construction, Inc. and, under contract with The City of Laredo, Webb County, Texas, found that, based on Sepulveda Architects and Davika Construction's on-site observations and to the best of RS&H's knowledge, information and belief, the

workmanship and materials supplied are in general accordance with plans and specifications for the original contract and Change Order #2, and will be amended by the subsequent "AS-BUILT" drawings provided by the Contractor and "Record Drawings" provided by RS&H, Inc.

III MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

Task	Presentation / Meeting / Site Visit	Total Project Meetings Attended by Sepulveda Architects or Davika Construction LLC	In-Person RSH Project Meetings/Site Visits	RSH Conference Calls/ Web-Based
2.1	Pre-Construction Conference	0	1	
2.2	Weekly Construction Meetings/Site Visits (490 days)	70	35	35
2.7	Single Punchlist / Final Observation / One Year Review	1	1+1	NA

IV DELIVERABLES

The following deliverables will be submitted as part of this proposal:

Task	Deliverable	Information Included	Format
2.8	Record Documents	Project Drawings and Specifications Record Documents	PDF, Cad/Revit

V PROPOSED PROJECT SCHEDULE

This scope of work was developed based on the preliminary project schedule provided below. estimated total construction duration provided by the Contractor as Substantially Complete by March 2025 plus 3 months for punchlist completion and Project Closeout totaling **490 Calendar Days (70 weeks)**.

VI EXCLUSIONS

The following exclusions have been made for this Scope of Work:

- Meetings and site visits other than those specified.
- 3D Laser scanning
- Fees associated with permitting.
- RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling,

handling and remediating) to the extent the Airport (LRD) specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Lump Sum and Cost-Plus fees as outlined in Appendix 1. Sub-consultant and expenses will be invoiced on a cost-plus basis. See Appendix 1 for a breakdown of costs.

Should scope items/activities/efforts/durations be modified at the request of the Airport Authority or need to be adjusted based on design/construction scheduling, RS&H Team will need to modify the fee to accommodate the changes. Such changes will be compensated for through an amendment (through Additional Services requested by RS&H) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the Airport prior to the execution of the change.

APPENDIX 1
Breakdown of Costs

Laredo Terminal Improvements - Summary Appendix 1

May 14, 2024

Task 1	**Design Modifications Design Adjustments**			
	Design Modifications due to Bid Package acceptance			
	Revised SSCP configuration and Agency Approvals			$116,784
	Internal program re-configuration due to accepted Bid Packages			$79,786
	Tenant space adjustments (white box or “shell buildout)			$58,439
	IT areas Modifications			$28,535
			Lump Sum	**$283,544**
	Design Adjustments required by Airport			
	Design New Elevators (1) in existing shaft			$15,631
	Design expanded Public Address system.			$8,025
	Upgrade existing Passenger Boarding Bridges (Pbb's) 3 gates 4 PBB's Determine program and accessories.			$56,302
	Design LED Lighting in Terminal (exterior site lighting under separate contract)			$34,931
	Design Upgraded Energy Management System			$31,785
	Design adjusted Electrical systems due to smaller load from reduced program.			$25,247
	Design new mini-inline baggage handling systems, including Agency approvals and TSA funding applications and Contractor certification support.			$79,067
	Permit adjustment support			$32,425
			Lump Sum	**$283,413**
	Project Management and Discipline Coordination	**RSH**		
	Project Management and Discipline Coordination		**Lump Sum**	**$85,263**
	Expenses Tasks 1 RSH Cost Plus		**Cost Plus**	**$3,164**
	Cost Plus Sub-Consultant Tasks 1		**Cost Plus**	
	Introba Bag Systems design			**$218,265**
	Avant Acoustics			**$19,000**
	Total Task 1			**$892,648**
Task 2	**CONSTRUCTION ADMINISTRATION, SITE VISITS**		**Cost Plus**	
	Pre-Construction Conference			$15,651
	Construction Meetings/Site Visits			$453,088
	Submittal Review – Shop Drawings assume 80			$151,759
	RFI/Substitutions Review (75 total)			$131,670
	Payment Applications			$70,115
	Change Directives and Change Notices			$58,211
	Punchlist and Final Observation			$97,634
	Record Documents			$41,968
	Supplementary Support Service			$83,736
	Project Management			$154,858
				$1,258,690
	Cost Plus Expenses Task 2 RSH			**$125,240**
	Subconsultants Cost Plus Subconsultants		**Cost Plus**	
	Avant Acoustics			$48,500
	Introba Bag Systems CA			$152,087
	Loefgren Consulting			$87,600
	Materials Testing / Survey			$25,000
	Vistara Cost Estimating			$75,000
	James Borsari			$30,000
	Sub Total Subconsultants			**$418,187**
Total Task 2				**$1,802,117**

Task 3 PERIODIC ON-SITE OBSERVATION SERVICES					**Cost Plus**	
RSH Labor						**$37,434**
Expenses Task 3						**$16,000**
Outside Consultants						
Sepulveda Architects	**Rate**	**Period/Weeks**	**Hrs/Week**			**Sub-total**
Roberto J. Sepulveda	$200.00	56	6			$67,200
Robbie Sepulveda	$150.00	56	3			$25,200
Reimbursables/month $100/month 13 months						$1,300
						$93,700
Davika Construction LLC	$165.00	56	16	$147,840.00		
Reimbursables	$0.00			$0.00		
				$147,840.00		**$147,840**
					Total Task 3	**$294,974**
					Total Task 1 2 3	**$2,989,739**

LRD Passenger Terminal Improvements

Average Burdened Labor Rate

		HOURS																							
		Project Officer	**Project Manager**	**Principal Engineer**	**Sr. Design Architect**	**Sr. Design Architect**	**Sr. Architect**	**Intern Architect**	**Interiors Architect**	**Struc. Engineer**	**Sr. Elec. Engineer**	**Elec. Engineer**	**Elec. Eng. Intern**	**Sr. HVAC Engineer**	**HVAC Engineer**	**Sr. Fire Prot Engineer**	**Fire Prot. Engineer**	**Principal Security IT Engineer**	**Sr. Security IT**	**Engineer Security/IT**	**Sr. Airfield/ Civil Engineer**	**Airfield/ Civil Eng. Intern**	**Sr. Bldg Field Rep**	**BIM Manager**	**Admin. Assistant IV (O63)**	**HOURS**	**TOTAL COST**
		O'Krongley	Wilcer	Hippchen	Gratton	Nelson	Mendez	Johnson	Rodriquez	Murdoch	Sveda	Senko	Shabo	Nix	DelGado	Dubin	Rogers	Pangburn	Poudel	Mancera	Lopez	Prado	Westerbeke	Jerningan	Morris		
Burdened hourly rate		$353.39	$340.51	$290.40	$304.74	$152.32	$194.12	$112.64	$103.63	$138.14	$295.20	$170.57	$134.80	$346.30	$168.91	$253.57	$160.86	$381.08	$292.42	$216.01	$199.65	$159.87	$0.00	$189.02	$149.14		**($)**
		PO/PM	PO/PM	Planning	Architecture	Architecture	Architecture	Architecture	Architecture	Structural	Electrical	Electrical	Electrical	Mechanical	Mechanical	Fire Protection	Fire Protection	IT	IT	IT	Civil	Civil	Construction	BIM	Admin		
Task 1	**Design Modifications due to Bid Package acceptance**																										
	Revised SSCP configuration and Agency Approvals	6	12		4	80	80	60	60		40		60	20	60	16	24	12	48	24						606	$116,784
	Internal program re-configuration due to accepted Bid Packages		2		2	120	80	80	80		32		40	16	32				4	2						490	$79,786
	Tenant space adjustments (white box or "shell buildout)	4			2	120	40	60	44		12		24	12	24				8	8						358	$58,439
	IT areas Modifications					24	24				8		8	8	8			8	24	12						124	$28,535
	Design Adjustments required by Airport																										
	Design New Elevators (1) in existing shaft						24	12	12	12	4		8	8	10											90	$15,631
	Design expanded Public Address system.						12	8	8									2	8	4						42	$8,025
	Upgrade existing Passenger Boarding Bridges (Pbb's) 3 gates 4 PBB's Determine program and accessories.		8			8	60	24	24		8	8	24	32	80			2	8	4						290	$56,302
	Design LED Lighting in Terminal (exterior site lighting under separate contract)					24	12	4			60		80													180	$34,931
	Design Upgraded Energy Management System					12	12							42	60			2	6	2						136	$31,785
	Design adjusted Electrical systems due to smaller load from reduced program.						2				60		40						6							108	$25,247
	Design new mini-inline baggage handling systems, including Agency approvals and TSA funding applications and Contractor certification support.	12	80			24	120	12	12		8		16					8	24	16						332	$79,067
	Permit adjustment support					4	24	2	2		12		16	12	16	12		4	12	6	8	20				150	$32,425
	Project Management and Discipline Coordination																										
	Project Management and Discipline Coordination	40	120	40																				75	30	305	$85,263
																										-	
Total Task 1		**62**	**222**	**40**	**8**	**416**	**490**	**262**	**242**	**12**	**244**	**8**	**316**	**150**	**290**	**28**	**24**	**38**	**148**	**78**	**8**	**20**	**-**	**75**	**30**	**3,211**	**$652,219**
																										-	
Task 2	**CONSTRUCTION ADMINISTRATION, SITE VISITS**																									-	
2.1	Pre-Construction Conference	12	12			12	12				2				2		2				8	2				64	$15,651
2.2	Construction Meetings/Site Visits	170	170	350		170	350	44	44	40		40	48	40	48	24		48	128	24	80	40				1,858	$453,088
	Other Construction Services and Project Closeout																										
2.3	Submittal Review – Shop Drawings assume 80		80	24		80	160	20	20	12	24	24	40	32	60	12	20	8	48		20	20				704	$151,759
2.4	RFI/Substitutions Review (75 total)		75	25		50	150	25	25	12	20	40		28	40	8	12	8	40		20	20				598	$131,670
2.5	Payment Applications	12	75	75		25	60											2	8							257	$70,115
2.6	Change Directives and Change Notices	8	30	30		15	60	12	12									8	40	24						239	$58,211
2.7	Punchlist and Final Observation		24	24		24	48	12	12		36	36		36	36	36		6	52	12	12					406	$97,634
2.8	Record Documents						40	24	24	12	6	12	24	6	24	4		4	12	8		**40**				240	$41,968
2.9	Supplementary Support Service	60	60	50			12											12	12	8	40				50	304	$83,736
2.10	Project Management	80	240	80																				**75**	**50**	525	$154,858
Total Task 2		**342**	**766**	**658**	**-**	**376**	**892**	**137**	**137**	**76**	**88**	**152**	**112**	**142**	**210**	**84**	**34**	**96**	**340**	**76**	**180**	**122**	**-**	**75**	**100**	**5,195**	**$1,258,690**
Task 3	**PERIODIC ON-SITE OBSERVATION SERVICES**																										
3.1	PERIODIC ON-SITE OBSERVATION SERVICES																						2,800			2,800	$0
	PERIODIC ON-SITE OBSERVATION SERVICES Support	12	60	8																					70	150	$37,434
Total Task 3		**12**	**60**	**8**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,800**	**-**	**70**	**2,950**	**$37,434**
TOTAL																										**11,356**	**$1,948,343**

LRD Passenger Terminal Improvements

TRIPS + EXPENSES + MEETINGS														
RSH Specific														
	TRAVEL					Monthly	No. of Months	Airfare	Car	Lodging	Per Diem	Other travel		
Task		No Travel Meetings	# Trips	# People	# Days			$600	$80	$200	$93	$100		
1.00	Preconstruction Meeting Airfare	-	1	2	2			$1,200	$160	$400	$372	$100		$2,232
1.00	Preconstruction Meeting Driving	-	1	2	2			$0	$160	$400	$372	$0		$932
													SUBTOTAL TRAVEL Task 1	**$3,164**
2.00	CONSTRUCTION ADMINISTRATION, SITE VISITS Flight Travel	35	35	2	2			$42,000	$5,600	$14,000	$13,020	$14,000		$88,620
2.00	CONSTRUCTION ADMINISTRATION, SITE VISITS Driving Travel	35	35	2	2			$0	$5,600	$14,000	$13,020	$0		$32,620
2.00	CONSTRUCTION ADMINISTRATION, SITE VISITS Punchlists One Year visit	-	3	5	3			$9,000	$720	$6,000	$4,185	$300		$20,205
													SUBTOTAL TRAVEL Task 2	**$121,240**
	OTHER EXPENSES													
	Reprographics													$2,000
	Badging													$1,000
	Permit Review Expenses (does not include permit fees)													$1,000
													SUBTOTAL OTHER EXPENSES	**$4,000**
													Total Task 2 expenses	**$125,240**
3.1	PERIODIC ON-SITE OBSERVATION SERVICES	-												
	Misc Expenses - Office Supplies													$16,000
													SUBTOTAL RPR Expenses	**$16,000**
TOTAL EXPENSES														**$144,404**

DAVIKA
CONSTRUCTION, LLC

March 19, 2024

Mr. Mark Wilcer, AIA
RS&H
13750 San Pedro Ave., Ste. 300
San Antonio, TX 78232

Re: Laredo Terminal Improvements Project - RPR Services Proposal

Mr. Wilcer,

Davika Construction is pleased to offer the following proposal for resident project representative (RPR) services for the Laredo Terminal Improvements Project. I feel confident that Davika can provide RPR services for a not-to-exceed total of $184,800.00. This total is based on an assumed 20 hours of on-site inspection, performed each week, at a loaded hourly rate of $165.00 for a period of 56 weeks (April 2024 – May 2025). To clarify, the project will be invoiced solely on a cost-plus contract with an understanding that only on-site inspection man-hours will be billed to the client.

If this rate and maximum contract amount are acceptable, please forward to me RS&H's standard subconsultant agreement and we will begin working on the paperwork. If I've misunderstood any of the terms you discussed with David, please feel free to provide further clarification.

If you have any comments or questions, please feel free to contact me.

Regards,
Davika Construction, LLC



Erika Wolf
President

February 20, 2024

RS&H, Inc.
Mark Wilcer, AIA
300 W Adams St #400
Chicago, IL 60606

Subject: Proposal for Construction Administration Support Services
Terminal Building Roof Replacement
Laredo International Airport (LRD), 5210 Bob Bullock Loop, Laredo, TX 78041
L&A Proposal 24-268

Dear Mark:

Following your telephone conversations with Kenneth H. Loefgren, RRC, we propose to provide Construction Administration Support Services to help facilitate replacement of the primary roof of the Terminal Building at the Laredo International Airport (LRD) in Laredo, Texas.

This proposal outlines our anticipated scope of services, our proposed fees, and is based on the terms and conditions of the Subcontract for Professional Services between RS&H, Inc. and Loefgren & Associates, Inc.

Task 1 - Construction Administration Support Services

We propose to provide the following services to support RS&H's and the Owner's Construction Administration efforts.

A. Submittal Review: L&A will review product submittals prepared and submitted by the contractor for the roof replacement portion of the project (including up to one (1) re-review). L&A shall review shop drawings including gutter and downspout details, penetration details, metal fabrication and installation drawings and other drawings as may be required by the contract documents for compliance with the plans and specifications and with field conditions.

B. Periodic Construction Administration Support Services: L&A will provide construction administrative support services that are anticipated to include:

1. remote participation in up to two (2) pre-construction conferences,
2. remote participation in up to twenty (20) bi-weekly conference calls,
3. review construction observation reports prepared by others,
4. review and respond to RFI's,
5. review contractor's and/or manufacturer's progress reports
6. review contract close-out and warranty documents prepared by contractor and manufacturer.

C. Site Visits: If requested, L&A will perform site visits during the course of the project to evaluate contractor's progress and generally review contractor's compliance with plans, specifications, approved submittals, and industry practice related to construction of the roofing system. Conditions observed that do not appear to comply with the available documents will be reviewed with the contractor's site superintendent. Observations and apparent deficiencies, if any, will be documented in a brief written report.

Our estimated Fee is based on performing three (3) one-day site visits that are anticipated to include a visit during training by Overly and a visit during Substantial Completion (Punch List) Observations.

Our Fee may be reduced if fewer Site Visits are required. Each one-day site visit is valued at $10,400.00 per visit.

Construction Schedule Durations

Our estimated Fee is based on the following construction durations from the contractor's schedule dated 9-13-2023:

Demo existing roof and install new roof..... approx. 40 weeks (4/4/2024 to 12/31/2024)

Actual fees might vary if assumed durations or activities are changed.

The Contractor, not the Consultant, is responsible for the construction of the project, and the Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Fees

Based on the scope of services and the assumptions stated within this proposal, we propose to furnish the services listed above for the following lump sum fee which includes all anticipated related expenses:

Task 1 – Construction Administration Support Services, lump sum of $87,600.00

Fee Schedule for Additional Services

If requested, L&A will provide additional services upon direction and receipt of written authorization from RS&H.

If additional services are requested, fees will be charged in accordance with the following fee schedule:

Professional Services, Principal ..... $245.00 per hour
Additional one-day site visit, Principal ..... $10,400.00 per visit
Additional two-day site visit, Principal..... $12,800.00 per visit

Travel time to and from the facility will be included in chargeable time. Other miscellaneous expenses, if any, such as printing and mailing costs, exclusive of normal overhead, will be charged on a direct reimbursable basis.

Subcontractor fees, if any, and miscellaneous expenses such as laboratory fees and shipping costs will be charged at direct cost plus 15-percent. Fees and rates quoted herein are subject to change without notice after December 31, 2024.

Authorization

We appreciate this opportunity to assist with your roof project. In order to formally authorize our services, please complete the client invoice information below, sign in the space provided, and return a copy to us. We are looking forward to working with you.

If you have any questions, please call me at 904-699-1462.

Sincerely,
Loefgren & Associates, Inc

Kenneth H. Loefgren, RRC
Principal

An electronic "pdf" copy of this document may be transmitted for convenience. If requested, signed original documents will be transmitted by U. S. Mail.

For payment of charges, invoices shall be submitted to:

Client: _____

Attention: _____

Address: _____

email: _____

phone: _____

Proposed scope of services authorized by:

_____ (signature), Date: _____

Print name: _____, Title: _____

Terms and Conditions

The terms and conditions of the Subcontract for Professional Services between RS&H, Inc. and Loefgren & Associates, Inc will apply to this agreement.

Public Address System Consulting Services – Scope of Work
Redesign Effort and Construction Phase Services
Terminal Improvements Project
Laredo International Airport (LRD)
Laredo, Texas
AVANT File C0051.b

March 13, 2024

A. PROJECT SCOPE

1. This scope of work describes public address system design services to be provided by AVANT ACOUSTICS, LLC (Acoustical Consultant) to be rendered for RS&H, Inc. (Architect) in connection with the Laredo International Airport Terminal Improvements Project for the City of Laredo (Owner).

2. Scope of work to include services related to the improvements for the existing terminal building, and as noted below:

   a. Redesign efforts for the public address system to coordinate with deletion of the terminal expansion areas and subsequent architectural revisions to the existing terminal renovations. This scope includes redesign services already completed since the issue of final/permit drawings in December 2022.

   b. Construction phase services for the public address system include Construction Administration and System Commissioning as defined in this scope of work.

3. Public address system redesign efforts are estimated for completion by March 2024. Construction phase services are estimated for completion by May 2025.

B. BASIC SERVICES – Public Address (PA) System Design Phase Services

1. System Redesign and Construction Documents

   a. Participation in occasional telephone conferences (estimated up to bi-weekly) to coordinate specific requirements of the final public address system design with the Architect.

   b. Redesign the public address system that serves the public areas of the terminal, including existing and remodeled areas to coordinate with final architectural plans.

   c. If required, revision of recommendations related to the infrastructure requirements necessary to support the public address system, including electrical power supply, cooling, conduit, and network connectivity requirements. It is understood that such infrastructure requirements, including any electrical and structural engineering design, will be provided by the Architect or others on the design team.

   d. Revision of drawings defining the public address system as noted herein. These documents will include the definition, configuration, connection, and location of public address system devices. Drawing issues are included for up to one (1) major submittal (e.g., 100% construction/permit documents), with a progress submittal if required.

   e. Revision of technical specifications describing the public address system as defined herein. The specifications will indicate the functional and operational requirements of the system, as well as the major equipment to be provided. The specifications will not include engineering specifications for conduit, electrical power supply system(s), or other infrastructure requirements designed by others, nor typical front-end specifications such as General or Special Conditions.

   f. It is understood that all deliverables provided by the Acoustical Consultant will be in the form of electronic files transmitted via email or file sharing sites.

   g. Consultation and preparation of responses to questions from bidding contractors, contribution to project addenda and other information where required to clarify documents, and review of contractor's revised proposals for the work.

C. BASIC SERVICES – Construction Phase Services

1. Construction Administration

   a. Participation in limited virtual meetings with the design team to discuss specific installation issues, review construction status, or comment relating to compliance with contract requirements. Participation in frequent or regular meetings during the construction phase is not included in this scope.

b. Review of public address system shop drawings and related submittals. Such review will pertain to the acoustical and electro-acoustic aspects of the project, but shall not encompass structural nor electrical engineering analysis, or any other analysis not pertaining to the acoustical and electro-acoustic aspects of the project.

c. Response to requests for information regarding coordination issues, installation procedures, changes required by differing field conditions, and other matters relating to any recommendations provided or any systems designed by the Acoustical Consultant.

d. Travel to the project site for up to one (1) trip (one staff, one day on-site) to review public address system installation issues and/or to verify conformance with the contract documents.

2. System Commissioning

a. Participation in limited virtual meetings with the design team to discuss specific system commissioning or project closeout issues. Participation in frequent or regular meetings during system commissioning is not included in this scope.

b. Travel to the project site for up to two (2) trips (two staff, up to five total days on-site) to review public address system installation, prepare punch lists, and direct public address system commissioning services following the completion of installation and preliminary testing by the contractor. Travel to the project site for up to two (2) additional trips (one staff, up to three total days on-site) to verify completion of public address system punch list items and observe operation of the completed public address system.

c. Review of public address system maintenance manuals and as-built drawings submitted by the systems contractor.

d. Revision of the public address system contract document drawings to indicate conditions of record.

D. HOURLY RATES FOR PROFESSIONAL SERVICES

Services of Principal Consultants .....$215.00 per hour
Services of Senior Consultants.....$190.00 per hour
Services of Consultants .....$155.00 per hour

E. REIMBURSABLE PROJECT COSTS

1. Reimbursement for the following project related costs at a multiplier of 1.0 times direct cost, or as noted herein.

2. Travel and living expenses (including proper and customary tips) incurred in the performance of service at locations other than in the metropolitan Kansas City area. Automobile mileage will be invoiced at the current published IRS rates.

F. COMPENSATION AND PAYMENT FOR SERVICES

1. Professional Fees for Basic Services

a. Fees invoiced for professional services will be calculated using the hourly rates stipulated herein. Total professional fees, not including reimbursable project costs, will not exceed Fifty-Seven Thousand Five Hundred Dollars ($57,500.00) and as noted below.

Public Address System Redesign Services.....$19,000.00
Public Address System Construction Phase Services $38,500.00

b. Total reimbursable project costs are estimated not to exceed Ten Thousand Dollars ($10,000.00) for Construction Phase Services as described in this scope of work.

c. Maximum fees and rates expressed in this proposal will apply to services rendered through the expected completion date of the project prior to December 2025. Fees for services to be rendered thereafter are subject to negotiation.

d. Fees for services related to tasks or trips in addition to those noted are not included in amounts indicated, and will be invoiced as Additional Services using the hourly rates indicated plus reimbursable travel costs.

End of Scope of Work.

6440 North Belt Line Road, Suite 125
Irving, Texas 75063

www.introba.com

March 15, 2024

Mr. Mark Wilcer
RS&H

Ref: N/A
Re: LRD BHS Design Proposal

Dear Mark,

I am writing to present a comprehensive proposal for a Baggage Handling Design (BHS) design project that aims to provide LRD with a design package that meets industry standards and the expected deliverables, to meet the Transportation Security Administration's (TSA's) design requirements. Our team at Introba has carefully analyzed the requirements and challenges of the project, and we believe that our expertise and experience make us well-suited to deliver outstanding results.

Project Overview:
The BHS design project entails design, TSA's Other Transaction Agreement (OTA) process, bid support, and construction administration. We understand the importance of effective design in capturing the attention of the target audience, conveying the desired message, and enhancing the overall user experience.

Approach and Methodology:
We propose the following approach and methodology to achieve the project's objectives.

A. Pre-Design: During the pre-design phase, we will collaborate closely with your team to present two different options. The first will focus on a replace-in-kind project; the second will focus on a new inline or mini-inline system. The Introba team will also help guide all necessary stakeholders with the TSA's OTA process, during this phase. The following is a list of deliverables for the pre-design phase.
    - Flight Schedule Analysis (FSA) to identify BHS performance requirements.
    - Two concept-level BHS designs for stakeholder evaluation.
    - Alternative analysis report after stakeholder comments/feedback on the two concept-level BHS designs.
B. Schematic Design: Based on the pre-design phase, we will develop a schematic design concept that illustrates the overall design direction, space planning, and preliminary design requirements. Virtual Coordination meetings between all trades and necessary stakeholders, will be critical during the schematic design phase. The concept will be presented to the necessary stakeholders (including TSA) for review and feedback, allowing us to refine and align the design vision with goals and expectations (one revision after stakeholder feedback). The following is a list of deliverables for the schematic design phase.

- Preliminary Basis of Design (BOD), summarizing the BHS performance requirements and design criteria.
- Detailed program requirements identifying the reasoning behind the BHS project and project specific issues/exceptions needed due constraint with architectural, structural, mechanical, electrical, plumbing, and communications considerations.
- Industry standard schematic design drawings.
- Preliminary BHS equipment power and heat loads.
- Preliminary Rough Order of Magnitude (ROM) estimate of the BHS equipment.
- Written responses to stakeholder (TSA) comments.

C. Detailed Design: Upon approval of the schematic design, we will proceed with the detailed design phase. This phase involves creating comprehensive design documentation, including mechanical and electrical drawings, phasing plans, specifications, and TSA required documents. We will provide you with 30% and 100% design package submittals, which allow for stakeholder feedback and approval at critical stages of the design process. The following is a list of deliverables for the detailed design phase.

- 30% design:
  - Updated BOD, summarizing the BHS performance requirements and design criteria.
  - Description of operations narrative.
  - BHS mechanical drawings for a design package, including a single-line diagram, overall plan views, Checked Baggage Inspection System (CBIS) and Checked Baggage Resolution Area (CBRA) specific drawings, cross-sections, and equipment typicals.
  - Preliminary phasing plan, with demo sheets, and schedule.
  - Updated ROM estimate of the BHS equipment (Construction Work Estimate and TSA's Life Cycle Cost Analysis).
  - Preliminary BHS specification (table of contents).
  - BHS equipment manifest.
  - List of existing Explosive Detection System (EDS) equipment to be decommissioned, if any.
  - Written responses to stakeholder (TSA) comments.
- 100% design:
  - Final BOD, summarizing the BHS performance requirements and design criteria.
  - Final description of operations narrative.
  - Final BHS mechanical drawings for a design package, a single-line diagram, including overall plan views, CBIS and CBRA specific drawings, cross-sections, and equipment typicals.
  - Final proposed control device plan views, e-stop zones, and lower-level device equipment typicals.
  - Final phasing plan, with demo sheets, and schedule.
  - Final contingency plan.
  - Final BHS equipment power and heat loads.
  - Final ROM estimate of the BHS equipment (Construction Work Estimate and TSA's Life Cycle Cost Analysis).
  - Final BHS specification.
  - Final BHS equipment manifest.
  - Final list of existing EDS equipment to be decommissioned, if any.

- Written responses to stakeholder (TSA) comments.

D. Construction Administration: Following the final design package deliverable, we propose offering construction administration services to ensure the smooth execution of the project. The Introba team will work with the Owner to evaluate Baggage Handling System Contractor (BHSC) bids, and once selected, our team will collaborate with the BHSC to address any design-related queries or issues that may arise during the construction phase. Additionally, as part of the construction administration phase, our team will provide project management and technical coordination/oversight of the BHS. The following is a list of deliverables for the construction administration phase.
    - BHSC bid evaluations/Owner support.
    - Responses to Request for Information (RFIs).
    - Responses to Request for Variance (RFVs).
    - Responses to Submittals.
    - Participate in virtual project update meetings.
    - Site visits to monitor BHS installation. (Pricing for 25 days on site.)
    - Site visit field reports.
    - BHS Installation Tracking System (BITS) project tracking reports/documentation.
    - On-site support for testing and commissioning efforts.
    - Punchlist documentation.
    - Review of BHS as-build documentation.
    - Project close-out documentation.

Project Timeline:
We have prepared the following timeline, detailed below, that outlines a projected schedule for the project. The timeline will include pre-design, schematic design, detailed design, and construction administration efforts. This segmented approach ensures that every project stage is properly accounted for and allows for effective project management and coordination.

Phase	Timeframe
Pre-Design/Schematic Phase	6 weeks from notice to proceed
30% Design	6 weeks from TSA Approval of preferred alternative
100% Design	6 weeks from TSA approval of 30 percent
Construction Administration	6 months

Team Composition:
Our design team comprises experienced professionals who are well-versed in the latest design trends and technologies. We will assign a dedicated project manager who will serve as the primary point of contact throughout the project. This individual will be responsible for coordinating activities, managing communication, and addressing any concerns or questions that may arise. Additionally, our construction administration team will consist of experts with extensive experience in overseeing construction projects.

Fee Structure:
In line with the Time and Material (T&M) Not to Exceed (NTE) invoicing requirements, we propose the following T&M NTE fee for the complete scope of work outlined in this proposal. The T&M fee includes all pre-design, design, and construction administration efforts, as detailed below. We will maintain detailed time logs to provide transparency and accountability for all percentages completed.

Phase	Project Director Hours $325.00	Project Manager Hours $265.00	Engineering Manager Hours $265.00	Sr. BHS Designer Hours $220.00	Project Coordinator Hours $105.00	Model/Simulation Technical Analyst Hours $195.00	Construction Manager Hours $220.00	Fee
Pre-Design & Schematic Phase	4	88	40	100	6	46		$66,822
30% Design	2	100	40	140	6	10		$71,131
100% Design	4	116	44	160	6	4		$80,312
Construction Administration	12	140	48	168	16		200	$136,362
Reimbursable Expenses								$15,725
Total Hours	**22**	**444**	**172**	**568**	**34**	**60**	**200**	**1500**
Total Fees	**$7,150**	**$117,663**	**$45,581**	**$124,961**	**$3,570**	**$11,701**	**$44,000**	**$370,352**

Expenses will be itemized separately and are to be considered reimbursable. These expenses will be accrued as actual rates. Expenses include flights, lodging, meals, transportation, parking, and mileage associated with the expected site visits listed below. Preliminary site visit for a project kick-off meeting and a site survey of the existing BHS equipment.

- Site visit for a kick-off meeting.
  - Two Introba representatives on-site for two business days.
- Site visits for design/bid support.
  - One Introba representative on-site twice for two business days.
- Site visits, during construction, to monitor BHS installation.
  - One Introba representative on-site for three business days, three times.
- On-site support for testing and commissioning efforts.
  - One Introba representative on-site for four business days, twice.

The following is a list of assumptions and exclusions that can be priced separately, as needed.

- Badging fees are not included.
- TX PE seal fees are not included.
- Bonds, permits, State and local taxes are excluded.
- Pricing is only valid for one year after the date stated in this proposal.

Confidentiality and Intellectual Property:
We understand the importance of maintaining the confidentiality of your project's information and respecting your intellectual property rights, as well as our own. Our team is committed to signing a non-disclosure agreement (NDA) to ensure that all sensitive information remains secure and protected throughout the project duration, for both sides.

We are excited about the possibility of working with you on this project and believe that our expertise and dedication will result in a successful outcome. Please review the proposal and feel free to contact us with

any questions or feedback you may have. We look forward to discussing the project further and collaborating with you.

Thank you for considering Introba as your BHS design/consultant partner. We eagerly await your response.

Yours sincerely,



Greg Blunt
Introba
Managing Principal - Baggage Handling
Greg.blunt@introba.com
682-777-9789

TEAM RESUMÉ



David Wolf, RPLS

Vice President of Operations / Project Manager / Senior RPR

EXPERIENCE

Construction Inspection: David has been the RPR, and has directly overseen the construction, of more than 50 runway, taxiway, apron, water, wastewater, drainage, electrical, commercial building, and roadway construction projects. With an overwhelming majority of his projects being federally funded, David has extensive knowledge of the unique requirements that are often imposed upon the procurement and labor portions of a project. Furthermore, he has spent the last 20 years collaborating with architects and engineers from across the country to provide the clearest and most concise construction documents for the contractors, and the best construction experience for the owner.

Project Management: David is a Certified Associate of Project Management through the Project Management Institute; and regularly conducts meetings with multiple stakeholders for purposes of planning, design, coordination, construction, conflict resolution, safety, risk assessment, and project closeout.

David's record as a RPR across his last 10 projects is excellent, averaging cost under-runs of more than 2.5% of original construction cost and completion dates nearly 7% earlier than anticipated.

PAST PROJECTS

HRL – Runway 18R-36L Extension
BRO – New Passenger Terminal
HRL – Runway 13-31 Reconstruction and Rehabilitation
HRL – New ARFF Facility
HRL – NW & SW Apron and Taxiway H Reconstruction
American Bar Association – Reese Building Renovation (Phases 1-3)

CURRENT WORKLOAD

David’s current workload is approximately 75%. Based on anticipated services needed, David is fully capable to accommodate the request without the need to re-assign resources.

Wilcer, Mark

To: Robert Sepulveda
Cc: Hippchen, John; Rob Sepulveda
Subject: RE: LRD On site

From: Robert Sepulveda <robert@saarchitects.net>
Sent: Tuesday, March 19, 2024 12:31 PM
To: Wilcer, Mark <Mark.Wilcer@rsandh.com>
Cc: Hippchen, John <John.Hippchen@rsandh.com>; Rob Sepulveda <rob@saarchitects.net>
Subject: RE: LRD On site

Hi Mark,
Thank you.

Ok, I can commit to do that. I normally take Robbie with me to all our meetings, site visits, etc… Any possibility of getting his time paid? (I would appreciate it) We do the same for other local clients. I can prepare the report. Can you send me a sample of a typical FAA report and format for CA?

I am current billing the City of Laredo $200.00 / hr. for any extra hourly work.
I'm charging for Robbie $150.00/hr. He is licensed. I would think 4 hours max. (16 hrs monthly) would be enough assuming one visit per week.

I would request expenses typical $100/mo. unless it involves any outside city travel expenses which would be at direct cost plus 10%.

Let me know.

Thanks,
Roberto J. Sepulveda, AIA
Sepulveda Associates
A r c h i t e c t s, I n c.
956-725-1985 Wk. 956-235-3730 Mobile
1820 Houston St. Laredo, TX. 78040
robert@saarchitects.net

From: Wilcer, Mark <Mark.Wilcer@rsandh.com>
Sent: Tuesday, March 19, 2024 11:36 AM
To: Robert Sepulveda <robert@saarchitects.net>
Cc: Hippchen, John <John.Hippchen@rsandh.com>
Subject: LRD On site

Robert
We want to propose that you visit the site once a week, attend a meeting if it happens that week and fill out a weekly FAA report so assume 8 hrs. overall / week if that works for you.

Starting April15 for a year

What should we put you down for $/hr and any local expenses?

Thanks

Mark A. Wilcer,AIA NCARB
Vice President, Aviation
300 West Adams St, Suite 400, Chicago IL 60606
O 312-526-5027 | M 630-542-8199
Mark.Wilcer@rsandh.com
rsandh.com | Facebook | Twitter | LinkedIn | Blog

Stay up-to-date with our latest news and insights.

City Council

Meeting Date: 6/24/2024 **Consent Agenda 41.**

SUBJECT
Consideration for approval of the Laredo International Airport Taxiways G1 and G2 construction as substantially complete and release of a partial retainage payment of the items that are one hundred percent completed and accepted in the amount of $239,072.40 to REIM Construction, Inc., Mission, Texas. Current construction contract amount is $7,969,080.04. Funding is available in the Airport Construction Fund.

PREVIOUS COUNCIL ACTION
On August 16, 2021 City Council approved the award of a construction contract to the lowest responsible responsive bidder REIM Construction, Inc., Mission, Texas, in the amount of $8,219,272.45 for the Laredo International Airport Taxiways G1 and G2 construction.

BACKGROUND
The project consists of:

The construction of two new taxiways, Taxiway G1 and Taxiway G2, between Taxiway G and Runway 18R-36L, and the decommissioning of Taxiway D. The project includes demolition of existing pavement, new asphalt pavement base, new 17” P-501 concrete pavement section, drainage improvements, taxiway lighting and signage, and airfield markings.

The project will be constructed in 4 phases. Each phase will be constructed separately, and construction of the previous phase must be completed prior to starting the next phase. The major construction bid items consist of the following:

Phase 1 (Base Bid) consists of approximately 10,334 square yards of pavement demolition, 467 square yards of 3" asphalt milling and overlay, 14,592 square yards of 6" flexible base course, 14,567 square yards of 12" flexible base course, 9,872 tons of 6" asphalt base paving, 1,668 tons of asphalt surface course, and 13,847 square yards of 17" P-50 I concrete pavement. The base bid also includes drainage improvements and airfield lighting and signage. 375 calendar days will be allowed for the base bid.

Phase 2 consists of Bid Alternate 1: Bid Alternate 1 consists of additional drainage improvements. No additional calendar days will be given for Bid Alternate 1.

Phase 3 consists of Bid Alternate 2: Bid Alternate 2 replaces Taxiway G 1 asphalt shoulders with a 12" concrete section. Bid Alternate 2 consists construction of 6,822 square yards of 12" P-501 concrete pavement on asphalt base on flexible base. No additional calendar days will be given for Bid Alternate 2.

Phase 4 consists of Bid Alternate 3: Bid Alternate 3 replaces Taxiway 02 asphalt shoulders with a 12" concrete section. Bid Alternate 3 consists of construction of 6,822 square yards of 12" P-501 concrete pavement on asphalt base on flexible base. No additional calendar days will be given for Bid Alternate 3.
Plans and specifications were prepared by RS&H, Inc., San Antonio, Texas.

Original construction contract amount (Approved by City Council on August 16, 2021)	$8,219,272.45
Change order no. 1 (Approved on November 10,2022)	$(1.77)
Change order no. 2 (Approved on May 14,2024)	$(250,190.64)
Current construction contract amount	**$7,969,080.04**

Substantial completion is a construction term that defines when a building or project is complete enough for an owner to use it for its intended purpose.

COMMITTEE RECOMMENDATION
Item will be presented to the Airport Advisory Board.

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Airport Construction Fund
Account #:	433-3698-585-9301
Change Order: Exceeds 25% Y/N:	N.

FINANCIAL IMPACT:
Funding is available in the Airport Construction Fund.
Account No. 433-3698-585-9301 (Grant No. 95) - $239,072.40.

RS&H

13750 San Pedro Ave
Suite 300
San Antonio, TX 78232

O 210-224-2800
F 210-545-3103
rsandh.com

May 29, 2024

Mr. Ramon E. Chavez, P.E.
Director of Engineering
1110 Houston Street
Laredo, Texas 78040

Re: Laredo International Airport Construct Taxiways G1 and G2 Partial Release of Retainage Recommendation

Dear Mr. Chavez:

I certify to the best of my knowledge that Reim Construction, Inc. has completed all the work in the base contract, bid alternates #1 through #3 and change order #1 and #2, and has submitted all the required documentation to properly execute their contract for the construction of the project elements as referenced above.

Work has been completed to date in the amount of $7,570,626.04 leaving a balance of $398,454.00 in the contract amount. These remaining funds will be used under change order #3 to deduct the concrete pavement pay item for repairs per specification P-501-8.1b.

It is our recommendation that a partial release of retainage in the amount of $239,072.40 be processed as detailed in Pay Application #16 dated 5/20/2024 to partially release remaining monies being held as retainage on the original contract scope of work and all change orders. Normal retainage will be withheld for pay applications processed under change order #3.

Sincerely,

John E. Hippchen, P.E., LEED AP, ENV SP
Senior Aviation Engineer

City Council

Meeting Date: 6/24/2024 **Consent Agenda 42.**

SUBJECT
Consideration to award annual service contracts FY24-067, Outside Tire Repair Contract to the following vendors:

1). Section I: outside tire repairs for mid-size vehicles:

(a). Toro Automotive, Laredo, Texas in an amount up to $100,000.00 (Primary Vendor);

(b). Border Tire, Laredo, Texas in an amount up to $70,000.00 (Secondary Vendor); and

2). Section II: outside tire repairs for heavy-duty trucks:

(a). Toro Automotive, Laredo, Texas in an amount up to $70,000.00 (Primary Vendor);

(b). Southern Tire Mart, Laredo, Texas in an amount up to $60,000.00 (Secondary Vendor); and

3). Section III: outside tire repairs for industrial sized trucks:

(a). Southern Tire Mart, Laredo, Texas in an amount up to $90,000.00 (Primary Vendor);

(b). T&W Tire LLC., Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor).

All outside tire repair services will be secured on an as needed basis. Although Oyervides Tire Service was low bidder on some sections, they have no established place of business or tire service equipment in Laredo, Texas. 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. This contract can be renewed three additional one year extension periods upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received six (6) bids through Cit-E-Bid for tire repair services for the City's automobiles and trucks. This contract establishes regular and after hour service call rates for outside tire repair

services for the Fleet Department. Prices for tire repairs shall be performed at the contractor's facility and remote sites on tires owned by the City of Laredo.
All services will be provided 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. This contract may be extended for three, additional one (1) year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Vendor	Section I
Toro Automotive	Primary Vendor
Border Tire	Secondary Vendor
	Section II
Toro Automotive	Primary Vendor
Southern Tire Mart	Secondary Vendor
	Section III
Southern Tire Mart	Primary Vendor
T&W Tire LLC.	Secondary Vendor

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved.

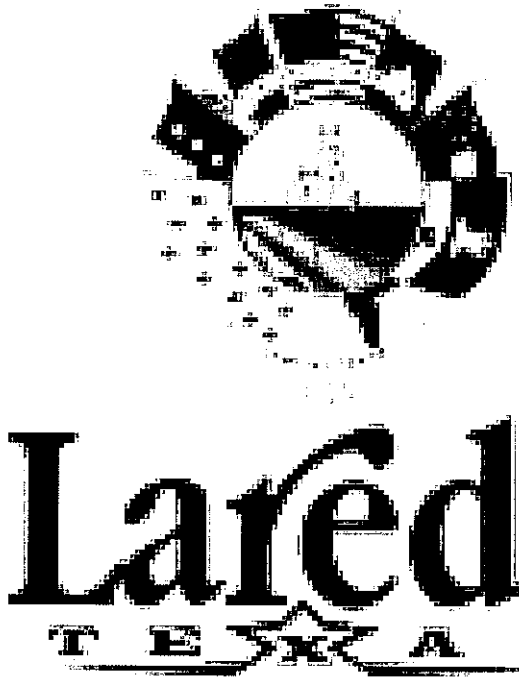
Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2077.
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.

				Border Tire (Border Recapping, LLC)		T&W Tire LLC		oyervides tire service llc		Toro Automotive LLC		Goodyear Tire & Rubber Comp		Southern Tire Mart, LLC	
				Total Price	$0.00	Total Price	$0.00	Total Price	$1,152.00	Total Price	$1,218.00	Total Price	$1,881.45	Total Price	$1,917.30
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Schedule for Cars & TrucksEstimate	1	PKG					$275.00	$275.00	**$233.00**	$233.00	$850.49	$850.49	$348.30	$348.30
1.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA	$45.00	$45.00	$50.00	$50.00	$55.00		**$35.00**		$135.00		**$35.00**	
1.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$75.00**		**$75.00**		$191.25		$93.80	
1.3	Holiday/Weekend Service Call Rate	1	EA	$85.00	$85.00	$85.00	$85.00	$75.00		$0.00		$191.25		$93.50	
1.4	After and Weekend hour Tire Replacement di	1	EA	0.00%	0.00%	0.00%	0.00%	1.0%		1.0%		41.46%		10.0%	
1.5	14 P225/60R18, P225/60R16, P235/55R17	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.6	15 P225/70R15, P235/65R17, P225/75R15	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.7	16 LT235/85r16, LT215/85R16, LT245/70R1	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$16.50		$47.57		$18.00	
1.8	18 LT225/7019.5, LT215/75R17.5, LT265/75	1	EA	**$15-$25**	**$15-$25**	**$23.25**	**$23.25**	**$10.00**		$30.00		$47.57		$18.00	
1.9	19 P265/60R18, LT245/75R16, P265/60R18	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$16.50		$47.57		$18.00	
1.10	20 P265/70R17, P215/60R15, P205/65R15	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.11	26X12X12, 24X12X12	1	EA	**$15.00**	**$15.00**	**$50.00**	**$50.00**	**$10.00**		$15.00		$47.57		$18.00	
2	Section II: Heavy Trucks, Dump Trucks, Refus	1	PKG					$370.00	$370.00	**$320.00**	$320.00	$1,030.96	$1,030.96	$432.00	$432.00
2.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA	$65.00	$65.00	$50.00	$50.00	$55.00		**$35.00**		$135.00		**$35.00**	
2.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	**$95.00**	**$95.00**	**$85.00**	**$85.00**	**$75.00**		**$75.00**		$191.25		$93.50	
2.3	Holiday/Weekend Service Call Rate	1	EA	$95.00	$95.00	$85.00	$85.00	$75.00		$0.00		$191.25		$93.50	
2.4	After and Weekend hour Tire Replacement di	1	EA	0.00%	0.00%	0.00%	0.00%	1.0%		1.0%		41.46%		10.0%	
2.5	11R X 22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**		**$35.00**		$76.57		**$35.00**	
2.6	11R x 24.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$25.00**		$35.00		$76.57		$35.00	
2.7	315 80 x 22.5	1	EA	**$35.00**	**$35.00**	**$40.00**	**$40.00**	**$35.00**		**$35.00**		$103.59		**$35.00**	
2.8	255-75R22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$10.00**		$35.00		$76.57		$35.00	
2.9	295-75 R22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$25.00**		$35.00		$76.57		$35.00	
2.10	425/80R/22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**		**$35.00**		$103.59		**$35.00**	
3	Section III: Construction Equipment: Backhoe	1	PKG					**$507.00**	$507.00	$665.00	$665.00	No Bid		$1,137.00	$1,137.00
3.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA							**$35.00**				**$35.00**	
3.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	No Bid		$50.00		**$75.00**		**$75.00**				$93.50	
3.3	Holiday/Weekend Service Call Rate	1	EA	No Bid		**$85.00**		$75.00		$0.00				$93.50	
3.4	After and Weekend hour Tire Replacement di	1	EA	No Bid		0.00%		1.0%		1.0%				10.0%	
3.5	13.6 x 28	1	EA	No Bid		0.00%		**$35.00**		$65.00				$85.00	
3.6	11.00 X16	1	EA	No Bid		**$60.00**		**$12.00**		$35.00				$35.00	
3.7	14.9 x 24	1	EA	No Bid		**$37.50**		**$35.00**		$65.00				$85.00	
3.8	16.00 x 24	1	EA	No Bid		**$60.00**		**$35.00**		$65.00				$85.00	
3.9	18.4 x 30	1	EA	No Bid		**$65.00**		**$45.00**		$65.00				$85.00	
3.10	18.4 x 34	1	EA	No Bid		**$75.00**		**$50.00**		$65.00				$85.00	
3.11	19.5L x 24	1	EA	No Bid		**$75.00**		**$50.00**		$65.00				$85.00	
3.12	20.5 x 25	1	EA	No Bid		**$70.00**		**$50.00**		$65.00				$150.00	
3.13	33.25R X 29	1	EA	No Bid		**$165.00**		No Bid		**$65.00**				$220.00	

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9
1.10
1.11
2
2.1
2.2
2.3
2.4
2.5
2.6
2.7
2.8
2.9
2.10
3
3.1
3.2
3.3
3.4
3.5
3.6
3.7
3.8
3.9
3.10
3.11
3.12
3.13



FY24-067 Tire Repair Services
T&W Tire LLC
Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

T&W Tire LLC Information

Contact: Josh Thompson
Address: 14202 Transportation Ave.
Laredo, TX 78045
Phone: (512) 648-1974
Email: jthompson@tandwtire.com
Web Address: www.tandwtire.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for T&W Tire LLC
Signature

cayala@tandwtire.com
Email

Submitted at 5/8/2024 01:27:00 PM (CT)

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** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
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? *No response*

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? *No response*
8	**State if the Company is a certified minority business enterprise** *No response*
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.
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? *No response*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** *No response*

14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
17	**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.** *No response*
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
20	**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*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
22	**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*

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 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)

No response

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.

No response

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?

No response

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.

No response

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*

29 **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*

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*

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

No response

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*

33 **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:
INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated

quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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.
4. 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 [illegible]ND SURVEYING PRACTICE ACTS AND R[illegible]ES 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.

13.0 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) 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 purcha[illegible] from insurers that are financially accept[illegible] 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)
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 Bid Only**

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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 Agree to the Terms and Conditions*

3
4

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ *I agree my insurance meets minumum requirements*

35 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ *I certify to the terms and conditions*

36

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*

37 **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*

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: No response Total: No response

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: No response Total: No response

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: No response Total: No response

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: No response Total: No response

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: No response

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: No response Total: No response

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.6 11.00 X16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: 0

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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**

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 Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha A. Mares
For: Jose A. Valdez Jr.
City Secretary

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:

INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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.

4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the 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.ionwave.net/Login.aspx

Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: M-F

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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."

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. 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 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 shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

26.0 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 bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

27.0 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.

28.0 Required Format and Contents of Bid Submission

For a bid 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)

29.0 **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) T&W Tire, LLC

Signature of person authorized to sign bid CAyala Date 5-07-24

Print Name of person authorized to sign bid Cassandra Ayala

Title: Store Manager

Business Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Telephone Number: 956-722-3409 Fax Number: —

Contact Person Email Address: cayalaa@tandwtire.com

Federal Tax ID Number: 73-1290906

Bidders Principal/Corporate Place of Business Address: 25 N Council Rd. Oklahoma City, OK 73127

Indicated Status of Business:

Corporation ____ Partnership ✓ Sole Proprietorship ____ Other: ____

If other state business status: N/A

State how long under its present business name: October of 2017 6 yrs 7mths.

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

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.)

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After and Weekend hour Tire replacement discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 23.25
15 P225/70R15, P235/65R17, P225/75R15	$ 23.25
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 23.25
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 23.25
19 P265/60R18, LT245/75R16, P265/60R18	$ 23.25
20 P265/70R17, P215/60R15, P205/65R15	$ 23.25
26X12X12, 24X12X12	$ 50.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

N/A.

*******Bid Price Schedule Section I must be completely filled out in order to be considered*******

Company Name: T+W Tire, LLC

Owner/President Name: John, Theissen, Adam Theissen and Kane Russel

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: CAyala

Company Representative's Name: Cassandra Ayala

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After Hour and Weekend Tire replacement Discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35.00
11R x 24.5	$ 35.00
315 80 x 22.5	$ 40.00
255-75R22.5	$ 35.00
295-75 R22.5	$ 35.00
425/80R/22.5	$ 35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Hunter Alignment Machine In Shop.

Bid Price Schedule Section II must be completely filled out in order to be considered*

Company Name: T+W Tire, LLC

Owner/President Name: John Theissen, Adam Theissen, and Kane Russel

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo Tx, 78045

Company Authorized Representative's Signature: CCyala

Company Representative's Name: Cassandra Ayala

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After Hour and Weekend Tire replacement Discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ 60.00
11.00 X16	$ 37.50
14.9 x 24	$ 60.00
16.00 x 24	$ 65.00
18.4 x 30	$ 75.00
18.4 x 34	$ 75.00
19.5L x 24	$ 60.00
20.5 x 25	$ 70.00
33.25R X 29	$ 165.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

N/A.

********Bid Price Schedule Section III must be completely filled out in order to be considered*******

Company Name: T+W Tire, LLC

Owner/President Name: John Theissen, Adam Theissen, and Kane Russe

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: CCyala

Company Representative's Name: Cassandra Ayala

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Cassandra Ayala (Name) C Ayala (Signature) 5-07-24 (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

32.0 **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 Cassandra Ayala
(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.

C Ayala

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 6 day of May 20 24.

Notary Public

My commission expires:
01/12/2025

DUSTIN TIJERINA
Notary Public, State of Texas
Comm. Expires 01-12-2025
Notary ID 132862428

33.0 **Discretionary Contracts Disclosure**

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 X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Cassandra	L.	Ayala	

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

***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
Cassandra Ayala	C Ayala		

***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. 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 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.

☒ 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.

Cassandra Ayala	C Ayala	Store Manager
Name (Print)	Signature	Title
T + W Tire, LLC		5-07-24
Company or DBA		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

34.0 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/tec/1295-Info.htm**.

Implementation of House Bill 1295

34.1 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.

34.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

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.**

T + W Tire, LLC Laredo, Tx U.S.

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.**

FY23-027

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.

C Ayala
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 10/5/2015

**********Form does not need to be notarized*******

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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 Jose A. Valdez 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 Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha A. Mass

For: Jose A. Valdez Jr.
City Secretary

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:

INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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.

4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the 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.ionwave.net/Login.aspx

Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00 a.m. to 5:00 p.m.

Days of week: Monday - Friday

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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.***"

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. 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 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 shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

26.0 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 bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

27.0 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.

28.0 Required Format and Contents of Bid Submission

For a bid 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)

29.0 **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) Border Tire

Signature of person authorized to sign bid _____ Date 5/13/24

Print Name of person authorized to sign bid Manuel Tinoco

Title: Center Manager

Business Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-217-5272 Fax Number: _____

Contact Person Email Address: manuel.tinoco@border-tire.com

Federal Tax ID Number: 36-4820824

Bidders Principal/Corporate Place of Business Address: 13609 Cabezut Dr

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 6 Years

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

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.

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 45
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85
Holiday/Weekend Service Call Rate	$ 85
After and Weekend hour Tire replacement discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 15
15 P225/70R15, P235/65R17, P225/75R15	15
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 15
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 15 - 25
19 P265/60R18, LT245/75R16, P265/60R18	15
20 P265/70R17, P215/60R15, P205/65R15	$ 15
26X12X12, 24X12X12	$ 15

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Fuel Surcharge of $25 will be added for each call out

If the vehicle wheel is aluminum, assembly would have to be taken to our facility to use proper machine to service tire.

2 hour minimum for After Hours / Holiday Call out

****Bid Price Schedule Section I must be completely filled out in order to be considered****

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 65
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 95
Holiday/Weekend Service Call Rate	$ 95
After Hour and Weekend Tire replacement Discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35
11R x 24.5	$ 35
315 80 x 22.5	$ 35
255-75R22.5	$ 35
295-75 R22.5	$ 35
425/80R/22.5	$ 35

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Fuel Surcharge of $25 will be added for each call out

2 Hour minimum for After Hours / Holiday call out

*******Bid Price Schedule Section II must be completely filled out in order to be considered*******

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ N/B
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ N/B
Holiday/Weekend Service Call Rate	$ N/B
After Hour and Weekend Tire replacement Discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ N/B
11.00 X16	$ N/B
14.9 x 24	$ N/B
16.00 x 24	$ N/B
18.4 x 30	$ N/B
18.4 x 34	$ N/B
19.5L x 24	$ N/B
20.5 x 25	$ N/B
33.25R X 29	$ N/B

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

NO BID FOR THIS REQUEST

********Bid Price Schedule Section III must be completely filled out in order to be considered*******

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Dean Rigg — Name | Signature | 05/16/2024 — Date

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.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None/NA

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.**

None/NA
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 N/A

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 N/A

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 N/A

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: 5/16/24

32.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

New Mexico
STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}
Dona Ana

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Chief Financial Officer/Secretary
(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.

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 1st day of May 2024.

State of New Mexico
Notary Public
Trisha N. Grim
Commission Number 1099420
Expiration Date 12/7/2027

Notary Public

My commission expires:

33.0 **Discretionary Contracts Disclosure**

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 _X_Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Manuel		Tinoco	Jr
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Manuel Tinoco			
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 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 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.

☒ 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.

Manuel Tinoco	[signature]	Center Manager
Name (Print)	Signature	Title
Border Tire		5/13/24
Company or DBA		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

34.0 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/tec/1295-Info.htm**.

Implementation of House Bill 1295

34.1 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.

34.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

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.
Border Recapping, LLC dba Border Tire

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.
Tire Repair Services - Fleet Department FY24-067

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Royal Jones	El Paso and Laredo, TX	X	

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 Dean Rigg, this the 16th day of May, 20 24, to certify which, witness my hand and seal of office.

Trisha N. Grim — Signature of officer administering oath

Trisha Grim — Printed name of officer administering oath

Notary — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

State of New Mexico
Notary Public
Trisha N. Grim
Commission Number 1099420
Expiration Date 12/7/2027

Form Provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********This does not need to be notarized*********

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

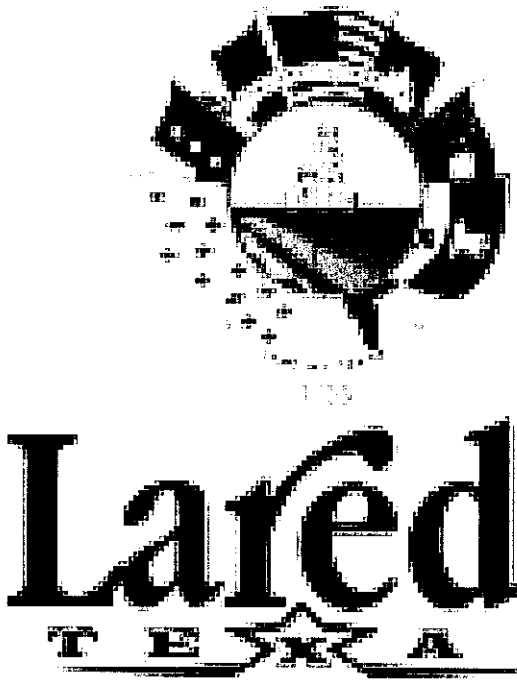
Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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 Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



FY24-067 Tire Repair Services
Border Tire
Border Recapping, LLC
Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

Border Tire Information

Contact: Ricky Araiza
Address: 13613 Cabezut Dr
Laredo, TX 78045
Phone: (956) 271-5272
Email: ricky.araiza@border-tire.com
Web Address: border-tire.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Border Tire
Signature

manuel.tinoco@border-tire.com
Email

Submitted at 5/16/2024 02:18:00 PM (CT)

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** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
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? *No response*

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? *No response*
8	**State if the Company is a certified minority business enterprise** *No response*
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.
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? *No response*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** *No response*

14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
17	**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.** *No response*
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
20	**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*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
22	**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*

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 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)

No response

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.

No response

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?

No response

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.

No response

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*

29 **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*

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*

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

No response

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*

33 **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. Bidders 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:
INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated

quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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.
4. 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 L. .D SURVEYING PRACTICE ACTS AND RU. .S 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.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)
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 Bid Only**

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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 Agree to the Terms and Conditions*

3
4

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ *I agree my insurance meets minumum requirements*

35

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ *I certify to the terms and conditions*

36

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*

37 **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*

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: No response Total: No response

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: No response Total: No response

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: No response Total: No response

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: No response Total: No response

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: No response

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: No response Total: No response

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.6 11.00 X16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: 0

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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**

FY24-067 Tire Repair Services
Toro Automotive LLC
Toro Automotive LLC
Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805

Email: ealdap[illegible]@ci.laredo.tx.us

Toro Automotive LLC Information

Contact: James Gonzalez/Janet Reyes/Pedro Nunez
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: bids@toroauto.com
Web Address: www.toroauto.com

By submitting your response, you certify that you are authorized to represent and bind your company.

JANET REYES
Signature

JREYES@TOROAUTO.COM
Email

Submitted at 5/6/2024 11:55:20 AM (CT)

Response Attachments

FY24-067.pdf

FY24-067

AFFIDAVIT.pdf

AFFIDAVIT

CIQ.pdf

CIQ

form 1295 .pdf

form 1295

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** Toro Automotive LLC, Janet Reyes, 956-753-8676
3	**State how long under has the business been in its present business name** 11
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Toro Motors LLC DBA Toro Auto Sales

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? Not to all
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? Not to all
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.

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? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Janet Reyes
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-067 Tire Repair Services (FY24-067 Tire Repair Services - Fleet Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Toro Automotive LLC
17	**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.** It applies to my business
18	**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
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**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
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

22 **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

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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

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.

N/A

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?

I am not aware of any conflict of interest

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.

N/A

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

29 **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

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

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

1)Janet Reyes 2)General Manager 3)Toro Automotive LLC 4)04/30/2024

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

33 **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:
INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers

the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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.
4. 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, ...n list prices must appear on bid schedule ...l invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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 ...it, and coverage must include a broad fo... 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.
14.2 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.
14.3 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 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.
14.4 CONTRACT DISCLOSURE FORMS (Attached)
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 Bid Only**
14.5 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, 20[illegible], 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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 Agree to the Terms and Conditions

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

35

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

36

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

37 **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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

I agree

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $233.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $16.50 Total: $16.50

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $16.50 Total: $16.50

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $320.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $665.00

Item Notes: Please submit "0 ,or unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.6 11.00 X16

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

Response Total: $1,218.00

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Janet Reyes — Name
Janet Reyes — Signature
4-29-24 — 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

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
CERTIFICATION OF FILING

Certificate Number:
2024-1154657

Date Filed:
04/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Toro Automotive LLC
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

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.
FY24-067
Tire Repair 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. [X]

6 UNSWORN DECLARATION

My name is Janet Reyes, and my date of birth is 08-06-1985.

My address is 1001 Guadalupe, Laredo, TX, 78040, _____.
(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 Texas, on the 30 day of April, 2024.
(month) (year)

Janet Reyes
Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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**

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 Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha L. Mann

For: Jose A. Valdez Jr.
City Secretary

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:

INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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.

4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the 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.ionwave.net/Login.aspx

Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00am a.m. to 7:00 p.m.

Days of week: 5days of the week M-F
Saturday 9:00am to 2:00 pm

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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."

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. 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 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 shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

26.0 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 bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

27.0 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.

28.0 Required Format and Contents of Bid Submission

For a bid 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)

29.0 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) Toro Automotive LLC

Signature of person authorized to sign bid Janet Reyes Date 04-29-24

Print Name of person authorized to sign bid Janet Reyes

Title: General Manager

Business Address: 1001 Guadalupe st

City, State, Zip Code: Laredo, TX, 78040

Telephone Number: 956 753-8676 Fax Number: 956 753-8677

Contact Person Email Address: bids@toroauto.com

Federal Tax ID Number: 46-0549451

Bidders Principal/Corporate Place of Business Address: 1001 Guadalupe st

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 11 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)

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.)

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After and Weekend hour Tire replacement discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 15.00
15 P225/70R15, P235/65R17, P225/75R15	15.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 16.50
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 30.00
19 P265/60R18, LT245/75R16, P265/60R18	16.50
20 P265/70R17, P215/60R15, P205/65R15	$ 15.00
26X12X12, 24X12X12	$ 15.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter Engneering eauipment foi tire service and/or changing & balancing and any alignments.

*******Bid Price Schedule Section I must be completely filled out in order to be considered*******

Company Name: Toro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe st

City, State, Zip Code: Laredo, TX, 78041

Company Authorized Representative's Signature: Janet Reyes.

Company Representative's Name: Janet Reyes.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After Hour and Weekend Tire replacement Discount offered	% N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35.00
11R x 24.5	$ 35.00
315 80 x 22.5	$ 35.00
255-75R22.5	$ 35.00
295-75 R22.5	$ 35.00
425/80R/22.5	$ 35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter Engineering equipment for tire service and/or changing & balancing and any alignments.

*******Bid Price Schedule Section II must be completely filled out in order to be considered*******

Company Name: Toro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe st

City, State, Zip Code: Laredo, TX, 78040

Company Authorized Representative's Signature: Janet Reyes

Company Representative's Name: Janet Reyes

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After Hour and Weekend Tire replacement Discount offered	% N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ 65.00
11.00 X16	$ 35.00
14.9 x 24	$ 65.00
16.00 x 24	$ 65.00
18.4 x 30	$ 65.00
18.4 x 34	$ 65.00
19.5L x 24	$ 65.00
20.5 x 25	$ 65.00
33.25R X 29	$ 65.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter Engineering equipment for tire service and or l changing & ballancing and any alignments.

********Bid Price Schedule Section III must be completely filled out in order to be considered*******

Company Name: Toro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe st

City, State, Zip Code: Laredo Tx 78040

Company Authorized Representative's Signature: Janet Reyes

Company Representative's Name: Janet Reyes

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Janet Reyes — Name
Janet Reyes — Signature
4-29-24 — Date

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.

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

32.0 **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 Janet Reyes
(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.

Janet Reyes.
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 30th day of April 20 24.

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026

33.0 **Discretionary Contracts Disclosure**

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.**

Janet _____ _____ Reyes _____ _____
First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): Tires Service Repairs Bid

b) Originating Department(s): Fleet Department FY24-067

***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 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 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.

☑ 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.

Janet Reyes	Janet Reyes	General Manager
Name (Print)	Signature	Title
Toro Automotive LLC		04-29-24
Company or DBA		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

34.0 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/tec/1295-Info.htm.**

Implementation of House Bill 1295

34.1 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.

34.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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 Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

32.0

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 Janet Reyes
(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.

Janet Reyes.
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

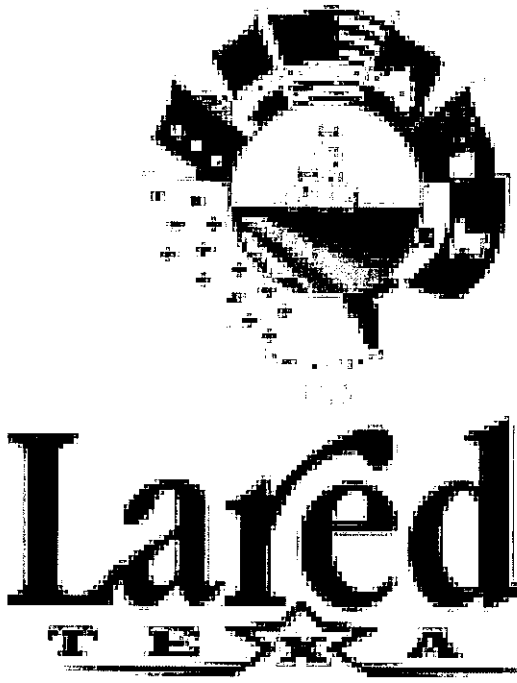
Subscribed and sworn before me this 30th day of April 20 24.

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026



FY24-067 Tire Repair Services
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com
Web Address: www.stmtires.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard Conwill
Signature

gov-sales@stmtires.com
Email

Submitted at 5/1/2024 12:41:59 PM (CT)

Response Attachments

Signed 1295.pdf

1295 Form

Signed Affidavit.pdf

Affidavit

Signed CIQ.pdf

Certificate of Insurance

Final Signed BID.pdf

Final Signed BID FY24-067

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** Southern Tire Mart, LLC Richard Conwill 877-786-4681
3	**State how long under has the business been in its present business name** 20+
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

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? NO
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? NO
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.

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? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Richard Conwill
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department City of Laredo Finance Department- Tire Repair Services- Fleet Department FY24-067
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Southern Tire Mart, LLC
17	**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
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**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*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

22 **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

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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

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.

No response

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?

I am aware of conflict of interest

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.

No response

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

29 **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

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

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

Richard Conwill Director of Government Sales Southern Tire Mart, LLC

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

33 **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:
INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers

the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are

based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)
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 Bid Only**

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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 Agree to the Terms and Conditions

3
4

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

35 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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

37 **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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $348.30

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.80 Total: $93.80

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $432.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $1,137.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.6 11.00 X16

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: $220.00 Total: $220.00

Response Total: $1,917.30

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
CERTIFICATION OF FILING

Certificate Number:
2024-1153642

Date Filed:
04/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart LLC
Columbia, MS 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

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.
FY24-067
Tire Repair Service- Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff , Thomas	Columbia, MS United States	X	
Duff , James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 09/10/1950.

My address is 800 Highway US 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of Mississippi, on the 29th day of April (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

32.0 **AFFIDAVIT**

Project: Tire Repair Services- Fleet Department FY24-007

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Mississippi
COUNTY OF ~~WEBB~~ Marion

Richard Conwill
Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(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.

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 1st day of May 20 2024.

Amber Haik Smith
Notary Public

My commission expires:
12-14-2027

AMBER HAIK SMITH Commission Expires 12-14-2027 NOTARY PUBLIC ID 390223 Marion County STATE OF MISSISSIPPI

Bid to be Serviced by : Southern Tire Mart, LLC 1101 A Beltway Pkwy. Laredo, TX 78045
Ph: 956-718-1050
Manager: Alex Pena
gov-sales@stmtires.com
KA

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Jose A. Valdez 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 Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

For: Jose A. Valdez Jr.
City Secretary

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:

INTERIM CITY OF LAREDO PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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.

4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 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) 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.

14.0 CONTRACT REQUIREMENTS

14.1 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.

14.2 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.

14.3 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 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

14.5 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.

14.6 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/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 will result in the cancellation of the contract.

15.0 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the 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.ionwave.net/Login.aspx

Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8 a.m. to 6 p.m.

Days of week: ~~Monday- Friday~~ Saturday : 8:00 AM to 12:00 PM

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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."

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. 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 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 shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

26.0 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 bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

27.0 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.

28.0 Required Format and Contents of Bid Submission

For a bid 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)

29.0 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) Southern Tire Mart, LLC

Signature _____ Date 05 01 2023
of person authorized to sign bid

Print Name Richard Conwill
of person authorized to sign bid

Title: Director of Government Sales

Business Address: 1101 A Beltway Pkwy

City, State, Zip Code: Laredo , TX 78045

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: Richard Conwill- Director of Government Sales / richard.conwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Hwy 98 Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 20+

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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.

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$** $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$** $93.80
Holiday/Weekend Service Call Rate	**$** $93.50
After and Weekend hour Tire replacement discount offered	**%** 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	**$** $18.00
15 P225/70R15, P235/65R17, P225/75R15	$18.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	**$** $18.00
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	**$** $18.00
19 P265/60R18, LT245/75R16, P265/60R18	$18.00
20 P265/70R17, P215/60R15, P205/65R15	**$** 18.00
26X12X12, 24X12X12	**$** $18.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

____ _____ _____

____ _____ _____

_____

_____ $

*******Bid Price Schedule Section I must be completely filled out in order to be considered*******

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tjomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$** $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$** $93.50
Holiday/Weekend Service Call Rate	**$** $93.50
After Hour and Weekend Tire replacement Discount offered	**%** 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	**$** $35.00
11R x 24.5	**$** $35.00
315 80 x 22.5	**$** $35.00
255-75R22.5	**$** $35.00
295-75 R22.5	**$** $35.00
425/80R/22.5	**$** $35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

*******Bid Price Schedule Section II must be completely filled out in order to be considered*******

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$** $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$** $93.50
Holiday/Weekend Service Call Rate	**$** $93.50
After Hour and Weekend Tire replacement Discount offered	**%** 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	**$** $85.00
11.00 X16	**$** $35.00
14.9 x 24	**$** $85.00
16.00 x 24	**$** $85.00
18.4 x 30	**$** $85.00
18.4 x 34	**$** $85.00
19.5L x 24	**$** $85.00
20.5 x 25	**$** $150.00
33.25R X 29	**$** $220.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

********Bid Price Schedule Section III must be completely filled out in order to be considered*******

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard Conwill — Name
Signature — Signature
05/01/2024 — 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.**

Richard Conwill- Southern Tire Mart, LLC

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.**

N/A
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

05/01/2024
Date

32.0

AFFIDAVIT

Project: Fire Repair Services - Fleet Department FY24-007

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Mississippi
COUNTY OF ~~WEBB~~ Marion

Richard Conwill
Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(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.

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 1st day of May 20 2024.

Amber Haik-Smith
Notary Public

My commission expires:
12-14-2027

AMBER HAIK SMITH
Commission Expires
12-14-2027
NOTARY
PUBLIC
ID 390223
Marion County
STATE OF MISSISSIPPI

33.0 **Discretionary Contracts Disclosure**

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 X Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Richard	B	Conwill	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Richard Conwill			
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 entity listed in Question 3**

X 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 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.

☒ 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.

Richard Conwill		Director of Government Sales
Name (Print)	Signature	Title
Southern Tire Mart, LLC		05 01 2024
Company or DBA		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

34.0 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/tec/1295-Info.htm.**

Implementation of House Bill 1295

34.1 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.

34.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

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:
2024-1153642

Date Filed:
04/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart LLC
Columbia, MS 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

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.
FY24-067
Tire Repair Service- Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff , Thomas	Columbia, MS United States	X	
Duff , James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 09/10/1950.

My address is 800 Highway US 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of Mississippi, on the 29th day of April (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids 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 Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

TIRE REPAIR BID FY 24-067
City Of Laredo Fleet Management

BIDDERS

BORDER TIRE SERVICE-13609 CABEZUT Dr, LAREDO TEXAS

T&W TIRE-14202 TRANSPORTAION AVE. ,LAREDO TEXAS

OYERVIDES TIRE SERVICE 2705 RUSH DR, MISSION TEXAS

TORO AUTOMOTIVE-1001 GUALUPE ST, LAREDO TEXAS

GOODYEAR COMMERICAL TIRE & SERVICE CENTER -11802 FM 1472 STE B ,LAREDO TEXAS

SOUHTERN TIRE MART -1101A BELTWAY PKWY, LAREDO TEXAS

BEST OPTIONS FOR THE CITY OF LAREDO FLEET MANAGEMENT DEPARTMENT

- SECTION I- PRIMARY VENDOR TORO AUTOMOTIVE AWARDED $100,000
- SECTION I- SECONDARY VENDOR BORDER TIRE AWARDED $70,000

- SECTION II-PRIMARY VENDOR TORO AUTOMOTIVE AWARDED $70,000
- SECTION II-SECONDARY VENDOR SOUTHERN TIRE MART AWARDED $60,000

- SECTION III-PRIMARY VENDOR SOUTHERN TIRE MART AWARDED $90,000
- SECTION III-SECONDARY VENDOR T&W TIRE LLC. AWARDED $45,000.

Fy 24-067 Bid Evaluation

- SECTION I
- Toro Automotive was the lowest bid on section I (Cars and Trucks)
- Border Tire was the second lowest bid in section I (Cars and Trucks)
- SECTION II
- Toro Automotive was the lowest bid on section II (Heavy Trucks)
- Southern Tire was the second lowest bid on Section II(Heavy Trucks)
- SECTION III
- Southern Tire was bidder covering all Sizes Section III (Construction Equipment)
- T & W Tire was Second bidder given secondary vendor Section III . Did not bid on all sizes (Construction Equipment)
-

Bidders not chosen for Tire Repairs Contract FY 24-067

- Goodyear Commercial Tire & Rubber…….Section I highest Bid, Section II highest bid, Section II no Bid.
- Oyervides tire service LLC…… All Section very competitive to all Bidders.

Areas of concern:

Oyervides Tire Service has no established place of business in Laredo, Texas. Presently Oyervides acknowledged that they Keep tires stored at a Local Tire service shop.

Oyervides has no Tire service equipment in the Laredo area. Oyervides acknowledged that if he gets the contract They would provided services trucks.

Due to the unestablished business and equipment in the Laredo Area at this time. Oyervides Tire Service LLC will not be taken into consideration on tire contract FY24-067.

The City Of Laredo Fleet Management needs a well established and reliable service for Tire repairs. At this time Oyervides Tire Service LLC. does not fulfill this area. In the future once Oyervides Tire Service LLC. Becomes a well established Business in Laredo. They will be taken into consideration of any future contracts.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 43.**

SUBJECT
Consideration to renew parts/service contract FY22-088 with Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured 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 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. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/18/23.

BACKGROUND
This contract establishes an hourly labor rate and a percentage markup rate for the purchase of original equipment manufacturer (OEM) parts/service for any repairs needed for the City's street sweepers. There was no price increase during the last extension period. This is the second 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for services	$155.00/Hour
Mileage Rate	$1.00 per mile

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:	Fleet Management Fund.
Account #:	593-2810-533-2071.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and 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

June 5, 2024

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088
Extension II

Dear Mr. Fischbeck,

This is to inform you that the contract FY22-088 which was approved by City Council on September 19, 2022 is up for renewal. This is the second of three one (1) year extension periods. Please advise if you wish to renew this contract.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Industrial Disposal Supply Company

Accept ✓ Reject

Authorized Signature: Russell Schwanz

Print Name: Russell Schwanz

Date: 6-5-24

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

September 19, 2023

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088
Extension I

Dear Mr. Fischbeck,

This is to inform you that the contract renewal FY22-088 was approved by City Council on September 18, 2023. The term of this contract shall be for a period of one year. This is the first of three contract extension periods.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

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: 09/18/2023
Initiated By: Jose A. Valdez Jr., City Secretary
Staff Source: Ronald W. Miller, Fleet Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY22-088 with Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured 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 was no price increase during the last extension period. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/19/22.

BACKGROUND

This contract establishes an hourly labor rate and a percentage markup rate for the purchase of original equipment manufacturer (OEM) parts/service for any repairs needed for the City's street sweepers. 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 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 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 Fleet Department.

Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for services	$155.00/Hour
Mileage Rate	$1.00 per mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities and 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 FY22-088
Contract FY22-088

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 29, 2023

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088
Extension I

Dear Mr. Fischbeck,

This is to inform you that the contract FY22-088 which was approved by City Council on September 19, 2022 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc.,)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

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

Industrial Disposal Supply Company

Accept V Reject

Authorized Signature: Russell Schwanz

Print Name: Russell Schwanz

Date: 9-6-2023

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

September 20, 2022

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088

Dear Mr. Fischbeck,

This is to inform you that contract FY22-088 was approved by City Council on September 19, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

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

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: 09/19/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY22-088 to the sole bidder Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured 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. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for awarding a contract for the purchase of parts/services of original equipment manufacturer (OEM) parts/service for the City's street sweepers. This contract establishes an hourly labor rate and a percentage markup rate for any necessary maintenance or repairs needed. Staff is recommending that this contract be awarded to the sole bidder Industrial Disposal Supply, San Antonio, Texas.

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. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for	$ 155.00/Hour
services	$ 1.00 per
Mileage Rate	mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

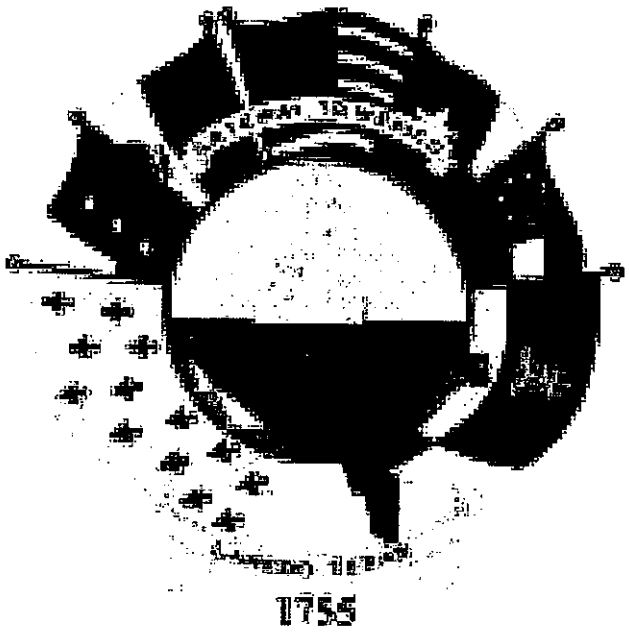
	Fiscal Impact
Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities and 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

FY22-088 Contract
Bid Tab FY22-088



FY22-088 Tymco Street Sweeper OEM Parts/Services
Industrial Disposal Supply Company
Supplier Response

Event Information

Number: FY22-088 Tymco Street Sweeper OEM Parts/Services
Title: FY22-088 Tymco Street Sweeper OEM Parts/Services
Type: Request For Bid
Issue Date: 8/19/2022
Deadline: 9/8/2022 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Industrial Disposal Supply Company Information

Contact:	Darryl Fischbeck
Address:	1106 Paridun San Antonio, TX 78219
Phone:	(210) 227-3441
Toll Free:	(800) 777-3441
Email:	info@idsequip.com
Web Address:	www.idsequip.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Russell W Schwanz
Signature

r.schwanz@idsequip.com
Email

Submitted at 9/8/2022 02:13:31 PM (CT)

Response Attachments

Conflict of interest.pdf

Conflict of Interest

Form 1295.pdf

Form 1295

FY22-08 Tymco sweeper parts.pdf

FY22-08 Tymco sweeper parts

Non-conclusive Affidavitt.pdf

Non-conclusive Affidavitt

Sole source.pdf

Sole source

City of Laredo Pricing 2022.xlsx

Price list

Bid Attributes

1 **Award**

This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

☑ 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

Industrial Disposal Supply CO. LLC Russell Schwanz 210-227-3441

4 State how long under has the business been in its present business name

Since 6-01-2018

5 If applicable, list all other names under which the Business identified above operated in the last five years

Industrial Disposal Supply LTD

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?

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

This company is not a certified minority business

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

13 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

14 **This is a**

New Submission

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Russell W Schwanz

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY22-088 Tymco Street Sweeper OEM Parts/Services
Fleet Services

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Industrial Disposal Supply Co. LLC

18 **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

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

21 **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

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **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

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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

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.

No response

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?

I am not aware of any conflict of interest

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.

No response

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 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)

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)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Russell Schwanz Parts and Service Manager
Industrial Disposal Supply Co. LLC
September 8, 2022

33 **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)

34 **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: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (I will comply with this form)

35 **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)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 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)

37 **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)

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

39 **Required Upload**

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based (i.e. distributor, net, wholesale)

Documentation shall be uploaded onto Cit-E-Bid

☑ Yes (Yes)

Bid Lines

1 **Package Header**

Section I: Tymco Street Sweeper Captive New Parts/Service
Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Quantity: 1 UOM: PKG Total: $156.00

Manufacturer: Caterpillar OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes: Parts will be delivered in 7 working days after receipt of order. Business hours are from 8 A.M. to 5 P.M., 5 days per week.

Package Items

1.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 107%

Manufacturer: Tymco Street Sweeper OEM Parts

Supplier Notes: We are offering Tymco list price plus 7% and will deliver FOB Laredo, TX.

1.2 Hourly Labor Rate for Services					
Quantity: 1 UOM: EA		Price:	$155.00	Total:	$155.00
1.3 Mileage Rate (if any) per mile					
Quantity: 1 UOM: EA		Price:	$1.00	Total:	$1.00

Response Total: $156.00

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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: 9-6-2022

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 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:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

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.
Industrial Disposal Supply Co. LLC San Antonio Texas 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

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.
FY22-088 Tymco Sweeper OEM Parts/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. [X]

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 bidder, this the Eighth day of September, 20 22, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Jeanette Cordova — Printed name of officer administering oath — AZ Mgr — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/6/2015

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TYMCO STREET SWEEPER OEM PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of OEM Tymco street sweeper captive parts and repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 8, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on September 9, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids 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**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

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 Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of OEM Tymco street sweeper captive parts and repair services for the 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on September 8, 2022**; and **all bids received** will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **September 9, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids 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

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF AUGUST 2022.

Jose A. Valdez Jr.
City Secretary

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
P.O. 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 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.

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 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid 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: 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 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

Formal Invitation for Bids
Street Sweeper OEM Parts/Service
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual for the supply of OEM Tymco street sweeper captive parts and repair service for the 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.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, September 1, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

15.2 Bidders are required to submit their bids 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.

15.3 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.

15.4 Vendors are strongly encouraged to visit the job site. For questions regarding these services please contact: Fleet Department Contact: Ronald W. Miller @ (956) 727-6455 or e-mail rmiller@ci.laredo.tx.us

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 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.

16.4 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.5 An annual contract purchase order will be issued for each City agency 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 making any delivery.

16.6 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). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) 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.

16.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.9 All subject price lists should be submitted with this bid 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 bid 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.

16.10 Vendors must factory authorized dealers capable of providing OEM replacement parts and service for the City's Tymco street sweepers. All parts used in complying with this contract must be equal to or better than the original part.

16.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

17.3 Invoices:

17.3.1 Must be legible and reference a valid purchase order number.

17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.4 City of Laredo personnel may pickup parts from Contractor's facility.

17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 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. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

19.0 Award of Contract

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."

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.

19.1 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.

20.0 **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 competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 **Required Format and Contents of Bid Submission**

For a bid 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)

22.0 **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) Industrial Disposal Supply Co. LLC

Signature _____ Date September 8, 2022
of person authorized to sign bid

Print Name Russell Schwanz
of person authorized to sign bid

Title: Parts and Service Manager

Business Address: 1106 Paulsun

City, State, Zip Code: San Antonio, Texas, 78219

Telephone Number: 210-227-3441 Fax Number: _____

Contact Person Email Address: r.schwanz@idsequip.com

Federal Tax ID Number: 741538137

Bidders Principal/Corporate Place of Business Address: 1106 Paulsun, San Antonio, Texas, 78219

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: Since 6-1-2018

If applicable, list all other names under which the Business identified above operated in the last five years.

Industrial Disposal Supply Co LTD

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

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)

Hs 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

23.0 Bid Price Schedule

23.1 Section I: Tymco Street Sweeper Captive New Parts/Service

Percent of discount offered	MFG LIST PLUS 7 %
Product identification (Mfr.) **Documentation can be uploaded onto Cit-E-Bid**	Tymco
Type price schedule (dealer, jobber, etc.) **Documentation can be uploaded onto Cit-E-Bid**	Dealer
Price Schedule Number **Documentation can be uploaded onto Cit-E-Bid**	N/A
Date of price schedule **Documentation can be uploaded onto Cit-E-Bid**	8-20-2021
Price schedule column on which discount is based (i.e. distributor, net, wholesale) **Documentation can be uploaded onto Cit-E-Bid**	Distributor
Labor Rate for Services	$ $155.00 Per Hour
Mileage Rate (if any)	$ $1.00 Per Mile

Parts will be delivered within 7 working days after receipt of order.

Business hours are from 8 A.M. to 5 P.M., 5 days per week.

Company Name: Industrial Disposal Supply Co. LLC

Owner/President Name: Candace Olson

Company Address: 1106 Pualsun

City, State, Zip Code: San Antonio, Texas,78219

Company Authorized Representative's Signature: Russell Schwanz

Company Representative's Name: Russell Schwanz

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Russell Schwartz _____ 9-8-2022
Name Signature Date

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.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

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

25.0 **Non-Collusive Affidavit** **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 a bidder
(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.

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 8th day of September 2022.

Notary Public

My commission expires:

6/23/24

26.0 **Discretionary Contracts Disclosure**

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** x **New Submission or** ___ **Correction or** ___ **Update to previous submission.**

1. Name of person submitting this disclosure form.

Russell	W	Schwanz	
First	M.I.	Last	Suffix

2. Contract information.

a) Contract or Project name(s): FY22-088 Tymco Sweeper OEM Parts/Services

b) Originating Department(s): Fleet Department

3. Name of individual(s) or entities) 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 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 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? No

☒ 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.

Russell Schwanz		Parts and Service Manager
Name (Print)	Signature	Title
Industrial Disposal Supply Co. LLC		9-8-2022
Company or DBA		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

27.0 **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/tec/1295-Info.htm.**

Implementation of House Bill 1295

27.1 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.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

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.

Industrial Disposal Supply Co. LLC

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.

FY22-088 Tymco Sweeper OEM Parts/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. [X]

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.

Jeanette Schnedler

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 10/5/2016

**********Form does not need to be notarized*******

28.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 8, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on September 9, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids 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 Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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 a bidder
(a Partner of 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 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 8th day of September 2022.

Notary Public

My commission expires:
6/23/24

REGENERATIVE AIR SWEEPERS

February 3, 2022

Re: Authorized Dealer

To Whom It May Concern:

Please be advised that Industrial Disposal Supply, LTD located in Houston, San Antonio and Plano is the only authorized dealer for sales, repair parts, labor and related items for TYMCO REGENERATIVE AIR SWEEPERS in the State of Texas. Use of TYMCO OEM parts is recommended to maintain the equipment up to the manufacturer's standards.

If you have any questions concerning this matter, please feel free to call us at 1-800-258-9626.

Sincerely,
TYMCO, Inc.

Bobby L. Johnson
Vice President of Marketing

TYMCO • P.O. Box 2368 • Waco, Texas 76703-2368 • Shipping Address: 225 Industrial East • Waco, TX 76705
Phone: 254-799-5546 • Fax: 254-799-2722 • Web Site: www.tymco.com • E-Mail Address: info@tymco.com

					Industrial Disposal Supply	
					Total Price	$156.00
Line #	Description	Mfgr	QTY	UOM	Unit	Extended
1	Section I: Tymco Street Sweeper Captive New Parts/Service Item Notes: Parts will be delivere		1	PKG	**$156.00**	$156.00
1.1	Percentage of Discount offered	Tymco Street Sweeper OEM Parts	1	EA	7.0%	
1.2	Hourly Labor Rate for Services		1	EA	**$155.00**	
1.3	Mileage Rate (if any) per mile		1	EA	**$1.00**	

Line #
1
1.1
1.2
1.3

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 44.**

SUBJECT
Authorizing the City Manager to accept and enter into a continuation contract from the Bexar County Hospital District d/b/a University Health, HEP C - Colonias Advancing and Restoring Esperanza (CARE) Program Grant in the amount of $353,093.00 with no match for the City of Laredo Public Health Department for the term period from June 01, 2024 through May 31, 2025. Funding is available in the HEP C - CARE Program Grant - Public Health Department fund.

PREVIOUS COUNCIL ACTION
On September 18, 2023, Council approved Ordinance 2023-O-185.

BACKGROUND
Through this partnership, the City of Laredo Public Health Department is able to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants, including screening, diagnosis, and education to reduce mortality and incidence of Hepatitis C Virus (HCV) and Hepatocellular Carcinoma (HCC).

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:	HEP C - CARE Program
Account #:	226-6409
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in revenue account 226-0000-326-2009 and the expenditure division is 226-6409 with project number HEPC03.

2024-R-195

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH, HEP C – COLONIAS ADVANCING AND RESTORING ESPERANZA (CARE) PROGRAM GRANT IN THE AMOUNT OF $353,093.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM JUNE 01, 2024 THROUGH MAY 31, 2025. FUNDING IS AVAILABLE IN THE HEP C – CARE PROGRAM GRANT – PUBLIC HEALTH DEPARTMENT FUND.

WHEREAS, through this partnership, the City of Laredo Public Health Department is able to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants, including screening, diagnosis, and education to reduce mortality and incidence of Hepatitis C Virus (HCV) and Hepatocellular Carcinoma (HCC).

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 continuation contract from the Bexar County Hospital District d/b/a University Health, HEP C – Colonias Advancing and Restoring Esperanza (CARE) Program Grant in the amount of $353,093.00 with no match for the City of Laredo Public Health Department for the term period from June 01, 2024 through May 31, 2025. Funding is available in the HEP C – CARE Program Grant – Public Health Department fund.

Section 2: The revenue account is 226-0000-326-2009 and the expenditure division is 226-6409 with project number HEPC03.

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 45.**

SUBJECT
Authorizing the City Manager to submit a grant application to the Texas Health and Human Services (HHS) for the Alzheimer's Disease and Related Dementias (ADRD) Grant, in the estimated amount of $150,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01 ,2024 through August 31, 2025, with up to four (4) one-year renewals through August 31, 2029 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 ADRD Grant - Public Health Department fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Public Health Department wishes to apply for the funding opportunity by the Texas Health and Human Services (HHS) to be considered for funding through the Alzheimer's Disease and Related Dementias (ADRD) Grant. Through this award, Laredo Public Health will be able to provide education, support, and referrals to community resources to persons with ADRD and their caregivers and promote early detection and diagnosis through priorities and strategies found in the Healthy Brain Initiative, State and Local Public Health Partnerships to Address Dementia: The 2023-2027 Road Map.

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:	ADRD Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Grant will be appropriated once awarded.

2024-R-198

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS HEALTH AND HUMAN SERVICES (HHS) FOR THE ALZHEIMER'S DISEASE AND RELATED DEMENTIAS (ADRD) GRANT, IN THE ESTIMATED AMOUNT OF $150,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2024 THROUGH AUGUST 31, 2025, WITH UP TO FOUR (4) ONE-YEAR RENEWALS THROUGH AUGUST 31, 2029 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 ADRD GRANT - PUBLIC HEALTH DEPARTMENT FUND.

WHEREAS, the City of Laredo Public Health Department wishes to apply for this funding opportunity by the Texas Health and Human Services (HHS) to be considered for funding through the Alzheimer's Disease and Related Dementias (ADRD) Grant, and;

WHEREAS, through this award, Laredo Public Health will be able to provide education, support, and referrals to community resources to person with ADRD and their caregivers and promote early detection and diagnosis through priorities and strategies found in the Healthy Brain Initiative, State and Local Public Health Partnerships to Address Dementia: The 2023-2027 Road Map.

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 Texas Health and Human Services (HHS) for the Alzheimer's Disease and Related Dementias (ADRD) Grant, in the estimated amount of $150,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025, with up to four (4) one-year renewals through August 31, 2029 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 ADRD Grant – Public Health Department fund.

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 46.**

SUBJECT
Authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services, Tuberculosis (TB) Prevention and Control Grant in the total grant amount of $336,730.00 with an in-kind match of $67,436.00 for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funding is available in the TB Federal Grant and TB Elimination Grant - Public Health Department fund.

PREVIOUS COUNCIL ACTION
On August 07, 2023, Council approved Resolution 2023-R-145.

BACKGROUND
The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo. The Tuberculosis Elimination Program provides services for tuberculosis prevention and control consistent with the policies of the American Thoracic Society and Centers for Disease Control Joint Statements for tuberculosis prevention and control. These services include management of TB cases, suspects, and contacts with emphasis on provision of directly observed therapy, management of patients on treatment of latent TB infection, surveillance to identify unreported individuals, infection control procedures, targeted testing of high-risk groups, professional education and training for new TB staff and continuing education for current staff, and quality assurance.

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:	Tuberculosis Prevention and Control Grant
Account #:	226-6003 and 226-6005
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in revenue account 226-0000-323-4071 and the expenditure division is 226-

6003 with project number HETF17 and revenue account 226-0000-323-4042 and the expenditure division is 226-6005 with project number HETE17.

2024-R-199

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES, TUBERCULOSIS (TB) PREVENTION AND CONTROL GRANT IN THE TOTAL GRANT AMOUNT OF $336,730.00, WITH AN IN-KIND MATCH OF $67,436.00 FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2024 THROUGH AUGUST 31, 2025. FUNDING IS AVAILABLE IN THE TB FEDERAL GRANT AND TB ELIMINATION GRANT - PUBLIC HEALTH DEPARTMENT FUND.

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo. The Tuberculosis Elimination Program provides services for tuberculosis prevention and control consistent with the policies of the American Thoracic Society and Centers for Disease Control Joint Statements for tuberculosis prevention and control. These services include management of TB cases, suspects, and contacts with emphasis on provision of directly observed therapy, management of patients on treatment of latent TB infection, surveillance to identify unreported individuals, infection control procedures, targeted testing of high-risk groups, professional education and training for new TB staff and continuing education for current staff, and quality assurance.

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 continuation contract from the Department of State Health Services, Tuberculosis (TB) Prevention and Control Grant in the total grant amount of $336,730.00 with an in-kind match of $67,436.00 for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funding is available in the TB Federal Grant and TB Elimination Grant – Public Health Department fund.

Section 2: Funding is available in revenue account 226-0000-323-4071 and the expenditure division is 226-6003 with project number HETF17 and revenue account 226-0000-323-4042 and the expenditure division is 226-6005 with project number HETE17.

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

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 47.**

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: 6/24/2024 **Consent Agenda 48.**

SUBJECT
Consideration to renew supply contract number FY23-053 with Midas Contractors, Laredo, Texas in the amount of up to $80,000.00 for the purchase of fencing materials for the Parks & Recreation Department. This fencing material shall be purchased on an as needed basis by the Parks and Recreation Department for various city parks. 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 for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the General Fund-Parks Department.

PREVIOUS COUNCIL ACTION
Approved a one-year contract 6/5/23.

BACKGROUND
This contract establishes pricing for the purchase of fencing materials for various city parks. There was no price increase during the last extension period. 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Current Pricing:

Description	Midas Contractors
Section I: Cost per linear footage	$ 18.00
Section III: Cost Plus Mark-Up	15%

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	General Fund.

Account #: 101-3115-555-9301.
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.

				Midas Contractors LLC		Matrix Fencing LLC	
				Total Price	$872.00	Total Price	$2,076.09
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I: Fence Materials Only	1	PKG	$18.00	$18.00	$0.00	$0.00
1.1	Fence Materials Only	1	Linear Footage	$18.00		$0.00	
2	Section II: *****For Evaluation Purposes Only****** The items listed are for evaluation purposes only and not for yearly requested quantities. Refer to Attachment A for Fence Specifications.	1	PKG	**$762.00**	$762.00	$1,924.09	$1,924.09
2.1	9 Gauge Tie Wires	1	EA	**$9.00**		$32.88	
2.2	4' of 9 Gauge Fabric Fence/ Cyclone	1	EA	**$240.00**		$398.88	
2.3	1-5/8 x 21 Top Rail DQ40	1	EA	**$75.00**		$148.88	
2.4	1-5/8 x 21 Top Rail CQ20	1	EA	$115.00		**$58.88**	
2.5	2-3/8 x 8' Terminal Posts Plain DQ40	1	EA	$60.00		**$48.59**	
2.6	2-3/8 x 6' Terminal Posts Plain DQ40	1	EA	$45.00		**$38.99**	
2.7	2-3/8 x 12' Terminal Posts Plain DQ40	1	EA	$85.00		**$46.98**	
2.8	2-7/8 x 8' Terminal Posts Plain DQ40	1	EA	$85.00		**$44.88**	
2.9	1-7/8 x 1-5/8 Loops Pressed Cap Steel	1	EA	**$5.00**		$6.48	
2.10	1-7/8 x 6' Line Posts CQ20	1	EA	**$20.00**		$71.88	
2.11	1-5/8 Rail End Cap Pressed Steel	1	EA	**$3.00**		$3.30	
2.12	4' Stretcher Bars	1	EA	**$5.00**		$389.88	
2.13	7' Stretcher Bars	1	EA	**$10.00**		$489.88	
2.14	5/16 x 1-1/4 Bolt Nut	1	EA	**$1.00**		$15.98	
2.15	2-7/8 Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	1	EA	**$2.00**		$69.85	
2.16	2-3/8 Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	1	EA	**$2.00**		$57.88	
3	Section III: *****Cost Plus Mark-Up******	1	PKG				
3.1	Miscellaneous Materials Not Listed (not limited to but shall include Outriggers, top poles, tension wire, crimpers, chain link ties, gate components, gate and fence adjustments)	1	Cost Plus % Markup	15.0%			
4	Section IV: Installation (Labor) (Optional)	1	PKG	**$92.00**	$92.00	$152.00	$152.00

4.1	Supervisor per hour (8:00 am to 5:00 pm)	1	Hourly Rate	**$20.00**	$38.00
4.2	Supervisor after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Rate	**$30.00**	$38.00
4.3	Laborer per hour (8:00 am to 5:00 pm)	1	Hourly Rate	**$15.00**	$38.00
4.4	Laborer after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Rate	**$27.00**	$38.00

City of Laredo
Purchasing Division

Renewal Notice

May 14, 2024

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: Fence Materials Contract
FY23-053
Extension I

Dear Mr. Molina,

This is to inform you that the contract renewal for FY23-053 which was approved by City Council on June 5, 2023 is up for renewal. This is the first of three one (1) 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) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

Midas Contractors LLC.

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Nelso Molina

Date: 5/14/24

City of Laredo
Purchasing Division
Letter of Award

June 6, 2023

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: Fence Materials Contract
FY23-053
Approved by City Council June 5, 2023

Dear Mr. Molina,

This is to inform you that the contract FY23-053 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

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,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 06/05/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Juan J. Gomez, Parks & Recreation Department Director, Jose F. Castillo, Interim Finance Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY23-053 to the low bidder Midas Contractors, Laredo, Texas in the amount of up to $80,000.00 for the purchase of fencing materials for the Parks & Recreation Department. This fencing material shall be purchased on an as needed basis by the Parks and Recreation Department for various city parks. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract can be renewed for three additional one year extension periods, upon mutual agreement of the parties. Funding is available in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding a contract for the purchase of fencing materials for various city parks. Staff is recommending that this contract be awarded to the low bidder Midas Contractors.

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 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. This contract shall be the

responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department

Pricing Summary:

	Midas Contractors	Matrix Fencing
	Unit Price	Unit Price
Section I: Cost per linear footage	$ 18.00	No Response
Section II: Fencing Materials (Evaluation Purposes) 16 fencing items	$ 762.00	$ 1,924.09
Section III: Cost Plus Mark-Up	15%	No Response

Section IV: Optional (Installation) will not be awarded since all labor shall be done by the Parks Department

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds:

Account #: 101-3115-555-9301

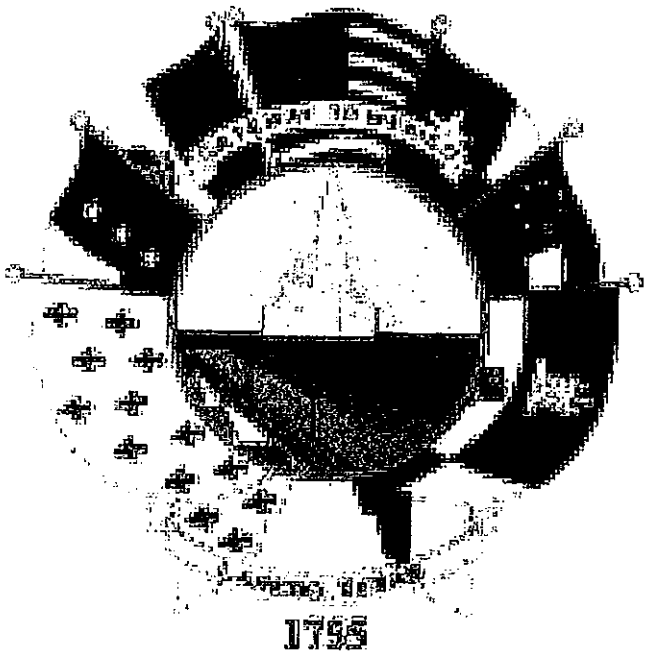
Change Order: Exceeds 25% Y/N:

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 FY23-053
FY23-053 Contract



FY23-053
Midas Contractors LLC
Supplier Response

Event Information

Number: FY23-053
Title: FY23-053 Fence Materials Contract - Parks & Recreation Department
Type: Request For Bid
Issue Date: 4/21/2023
Deadline: 5/18/2023 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Midas Contractors LLC Information

Address: 203 Valladolid Ave
Laredo, TX 78046
Phone: (956) 231-9142
Email: nelso@midascontractors.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Nelso Molina
Signature

nelso@midascontractors.com
Email

Submitted at 5/18/2023 02:39:18 PM (CT)

Response Attachments

DOC051823.pdf

Docs

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** Midas Contractors, LLC, Nelso Molina, (956)231-9142
3	**State how long under has the business been in its present business name** 3 Years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
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?

N/A

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.

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?

Yes

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This Is a**

New Submission

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Nelso Molina

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY23-053 (FY23-053 Fence Materials Contract - Parks & Recreation Department)

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Midas Contractors, LLC

17 **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

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

20 **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

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **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

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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

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.

N/A

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?

I am not aware of any conflict of interest

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.

N/A

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 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)

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

Nelso Molina
Managing Member
Midas Contractors, LLC
5/18/2023

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 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the

next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.

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@cl.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and

shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 4	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

35

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

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)

37 **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)

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Local vendor

Bid Lines

1 **Package Header**

Section I: Fence Materials Only

Quantity: 1 UOM: PKG Total: $18.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fence Materials Only

Quantity: 1 UOM: Linear Footage Price: $18.00 Total: $18.00

2 **Package Header**

Section II: *****For Evaluation Purposes Only******

The items listed are for evaluation purposes only and not for yearly requested quantities. **Refer to Attachment A for Fence Specifications.**

Quantity: 1 UOM: PKG Total: $762.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 9 Gauge Tie Wires

Quantity: 1 UOM: EA Price: $9.00 Total: $9.00

2.2 4' of 9 Gauge Fabric Fence/ Cyclone

Quantity: 1 UOM: EA Price: $240.00 Total: $240.00

2.3 1-5/8" x 21 Top Rail DQ40

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

2.4 1-5/8" x 21 Top Rail CQ20

Quantity: 1 UOM: EA Price: $115.00 Total: $115.00

2.5 2-3/8" x 8' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

2.6 2-3/8" x 6' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

2.7 2-3/8" x 12' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

2.8 2-7/8" x 8' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

2.9 1-7/8" x 1-5/8" Loops Pressed Cap Steel

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

2.10 1-7/8" x 6' Line Posts CQ20

Quantity: 1 UOM: EA Price: $20.00 Total: $20.00

2.11 1-5/8" Rail End Cap Pressed Steel

Quantity: 1 UOM: EA Price: $3.00 Total: $3.00

2.12 4' Stretcher Bars

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

2.13 7' Stretcher Bars

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

2.14 5/16" x 1-1/4" Bolt Nut

Quantity: 1 UOM: EA Price: $1.00 Total: $1.00

2.15 2-7/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire

Quantity: 1 UOM: EA Price: $2.00 Total: $2.00

2.16 2-3/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire

Quantity: 1 UOM: EA Price: $2.00 Total: $2.00

3 Package Header

Section III: *****Cost Plus Mark-Up******

Quantity: 1 UOM: PKG

Item Notes: Please submit "0" for unit price

Package Items

3.1 Miscellaneous Materials Not Listed (not limited to but shall include Outriggers, top poles, tension wire, crimpers, chain link ties, gate components, gate and fence adjustments)

Quantity: 1 UOM: Cost Plus % Markup Total: 15%

4 Package Header

Section IV: Installation (Labor) (Optional)

Quantity: 1 UOM: PKG Total: $92.00

Item Notes: Please submit "0" for unit price

Package Items

4.1 Supervisor per hour (8:00 am to 5:00 pm)

Quantity: 1 UOM: Hourly Rate Price: $20.00 Total: $20.00

4.2 Supervisor after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Rate Price: $30.00 Total: $30.00

4.3 Laborer per hour (8:00 am to 5:00 pm)

Quantity: 1 UOM: Hourly Rate Price: $15.00 Total: $15.00

4.4 Laborer after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Rate Price: $27.00 Total: $27.00

Response Total: $872.00

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.**

Midas Contractors, LLC

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.**

N/A
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). N/A.

7

Signature of vendor doing business with the governmental entity

5/18/23
Date

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.

Midas Contractors, 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.

COL.

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.

FY23-053

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
N/A.			

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.

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm. Expires 08-24-2026
Notary ID 129455098

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Nelsa Molina, this the 18 day of May, 20 23, to certify which, witness my hand and seal of office.

Ana Cadenas — Signature of officer administering oath
Ana Cadenas — Printed name of officer administering oath
Notary Public — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

*********Form does not need to be notarized********

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Nelso Molina
Being first duly sworn, deposes and says:

That he/she is a managing member of Midas Contractors, LLC
(a Partner of 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 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 18 day of May 20 23.

Notary Public

My commission expires:
June 24, 2025

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm. Expires 06-24-2025
Notary ID 129455098

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 49.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the donation of parkland of 11.1311-Acre Tract of land being Lot 15, Block 10 as per plat recorded in Volume 36, pages 89-90 of the plat records of Webb County, Texas and Lot 1, Block 17 and Lot 1, Block 18 of the Southern Development Unit IV as per plat recorded in volume 38, pages 50-52 of the plat records of Webb County, Texas with an estimated value of $500,899.50 from 359- IP Development, Inc. to develop a city park to serve for recreational parkland purposes in accordance with the land development code. Additionally, 359-IP Development, Inc. has provided improvements for said park in the total amount of $147,370.06 which exceeds the required amount of $110,528.00 as per the attached agreement. Authorizing the execution of warranty deed; and providing for an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Southern Development Park is an 11.1311-Acre park that integrates an existing wetland with hike and bike trails, youth soccer field, and sand volleyball court. Hike and bike trails connect into the City's Las Misiones Park to integrate these neighborhoods together. Residents are provided with multiple access points to park and pedestrians can cross Crucero Drive at existing crosswalk. Eventually, the City can expand these hike and bike trails to the Independence Hills Regional Park to develop the South Central Regional Park.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

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

FINANCIAL IMPACT:

Will be accounted in the City’s General Fixed Assets.

CRANE ENGINEERING
CIVIL . PUBLIC WORKS . PLANNING . HYDROLOGY

Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

August 3, 2023

Ms. Maria Tina Martinez, Director
COL Community Development
1301 Farragut St - Transit Center
3rd Floor, East Wing
Laredo, Texas 78040

Ms. Elizabeth Carrera
Parks Planner
COL Parks & Recreation Dept.
2201 Piedra China
Laredo, Texas 78043

RE: Southern Development Unit 4
Park Completion and Conveyance of Property to City of Laredo

Dear Ms. Martinez and Ms. Carrera,

We have been working with the City of Laredo through the City Engineering Department for the acceptance of park improvements and conveyance of land over the last 15 months. In our recent meeting with Mr. Ramon Chavez, P.E., City Engineer, he instructed us to submit our closing package to your attention to coordinate this conveyance.

In accordance to our executed park agreement, Section VII Post Construction/Conveyance, approved by City Council on 11/16/20 we submit herewith the following information:

1) Copy of written request for final inspection dated 6/8/22;
2) Warranty for work completed for Park;
3) Copy of TDLR registration and ADA inspection and approval of construction plans and final review and approval by ADA Registered RAS;
4) As-Built Plans;
5) Acceptance Letter for Southern Development Unit IV dated 2/10/21.

In addition, we are enclosing a copy of the recorded plat identifying the legal lot and block of the parkland as Lot, 1 Block 17 and Lot 1, Block 18 Southern Development Unit IV recorded in Vol. 38 Pgs. 50-52 W.C.P.R. The dedication statement on the plat executed by the developer conveys all land used for public purposes to the public. In theory, the parkland was dedicated to the public when the plat was recorded. It is my understanding that the City requires a deed conveyance approved by City Council to formally accept ownership of land.

Lastly, the Webb County Drainage District (WCDD) currently maintains the existing drainage improvements and vegetation within floodplain / channel and wetland. City's maintenance would be limited to hike / bike trail, volleyball court, and soccer field. Please advise if you have any questions or require additional information to complete the process.

Sincerely,

CRANE ENGINEERING CORP.
Firm # F-3353

Edward D. Garza, P.E., CFM
Principal Engineer

Enclosures

Cc: Mr. Ramon E. Chavez, P.E., City Engineer
Mr. Joe Maldonado, 359 IP Development
Mr. JJ Gomez, COL Parks & Recreation Dept. Director
Ms. Anita Stanley, COL Parks & Recreation Dept. Asst. Director
Mr. Doanh "Zone" T. Nguyen, City Attorney

I.

Southern Development – City of Laredo
Park Improvement Agreement
Executed November 2020

Park Improvement Agreement

WHEREAS, 359-IP Development, Inc. (hereinafter called "Developer") is the developer of the Southern Development Subdivision; and

WHEREAS, the Southern Development Master Plan is a mixed development and is composed of 352 residential lots and 11.1311 acres of green space, as required by ordinance; and

WHEREAS, the approximate 11.1311 acres of green space satisfies the City of Laredo (hereinafter "City") parkland dedication requirements as specified in the City of Laredo Land Development Code; and

WHEREAS, on March 13, 2017, the Parks and Recreation Board reviewed the Parkland being offered by the Developer and recommended that the City Council accept the Parkland; and

WHEREAS, on April 6, 2017, the Planning and Zoning Commission reviewed and approved the Master Plan and the recommended approval of the Parkland with improvements; and

WHEREAS, on October 19, 2020, the City Council reviewed and approved the issuance of a Parkland Site Reliance Approval for the proposed park being offered by the Developer.

WHEREAS, Developer wishes to construct Park Improvements.

NOW THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

I. LAND DEDICATION

1. Developer shall within 18 months of the effective date of this agreement convey fee simple title unto the City of Laredo of tract of land for recreational and/or municipal purposes as set forth below.

2. As per the attached Master Plan (Exhibit A, attached hereto and incorporated herein by reference as if set out in full for all intents and purposes) Developer has set out a tract of land (as set forth by metes and bounds and survey map), within the Southern Development Subdivision, for public recreational and/or municipal use:

~~A 11.1311 acre tract being Exhibits B-1 and B-2.~~

II. FINANCIAL GUARANTEE

1. The Developer shall post a financial guarantee for 100% of the cost of those Park Improvements which have not been completed and approved by the City Engineering Department.

2. This financial guarantee shall be filed with the City prior to plat recordation. The financial guarantee will be released after the following requirements are met:

   a. Improvements must have been constructed in accordance with the approved PS&E.

   b. All Parkland upon which the improvements have been constructed has been dedicated as required under this ordinance.

   c. All manufacturer warranties have been provided for any and all equipment.

   d. Improvements must meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications.

   e. "AS-BUILT" drawings have been submitted, approved and accepted by the City Engineer.

   f. A Certificate of Completion of the park improvements has been issued by the City Engineer.

3. Upon issuance of the Certificate of Completion by the City Engineer the City Manager or his designee shall release the financial guarantee. The developer shall remain liable to the City for any and all warranty repairs for one year pursuant to the certificate of warranty.

4. Developer shall be liable for any deficiency between the amount of the guarantee and the cost of completion of the installation of improvements and the amount of any warranty work.

5. The City may draw on the financial guarantee if:

a. Developer fails to complete the improvements in accordance with the approved PS&E.

b. Developer fails to dedicate the parkland on which the improvements are constructed.

III. PARK IMPROVEMENT FEES AND ELIGIBLE COSTS

1. Developer is obligated to pay $110,528.00 in Park Improvement Fees as per ordinance. Developer agrees to improve the parkland (hereinafter "Park Improvements") in an amount

equal to or exceeding the Park Improvement Fees at a cost of approximately $115,963.10, in accordance with the cost estimate attached hereto and incorporated herein as Exhibit C.

2. Certain costs for Park Improvements (Eligible Costs) may be paid for with the Park Improvement Fees. The Eligible Costs must be reasonable and are subject to approval by City.

Eligible costs for which Park Improvement Fees may be used are as follows:

a. Engineering fees for the preparation of PS&E (plans, specifications, estimates and construction schedule);
b. Construction costs;
c. Material costs;
d. Cost of necessary permits and approval fees (i.e. platting fees for parkland, etc.);
e. Cost for issuance of financial guarantee, if any.

IV. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

1. Within 30 calendar days of the effective date of this agreement, Developer shall prepare, or cause to be prepared, at its sole cost and expense, plans, specifications, estimates and construction schedule (hereinafter "PS&E") for the Park Improvements prior to starting any construction on the Park Improvements. Developer shall submit the PS&E to the City of Laredo Parks and Leisure Services Director and to the City of Laredo Engineer for review and approval. As part of the review, City shall ensure that all charges are reasonable and equivalent with the costs of similar projects and services within the City of Laredo. The Parks and Leisure Services Director and City Engineer shall review and return the PS&E to Developer within 10 calendar days of receipt approving said PS&E or requesting modifications, revisions or additional information.

2. If modifications, revisions or additional information is required Developer shall re-submit the PS&E within 10 calendar days. Parks and Leisure Services Director and City Engineer shall have 5 calendar days to review the modifications, revisions or additional information and either approve them or return them to Developer with final comments. Developer shall have 5 calendar days to respond and submit the final PS&E. Failure to timely submit PS&E is a material breach of this agreement enforceable by specific performance or any other remedy at law to which the City may be entitled.

3. City shall issue notice to proceed within 5 calendar days of final approval of PS&E. Developer shall commence construction as per the approved construction schedule but in no event shall commencement of construction occur more than 90 calendar days from the notice to proceed. Developer agrees to complete, or cause to be completed, the Park Improvements at its sole cost and expense. Developer also agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Park Improvements on the Property. Developer shall be responsible for paying, or causing to be paid, to City and all other

governmental agencies the cost of all applicable permit fees and licenses required for construction of the Park Improvements.

V. PARK IMPROVEMENTS CONSTRUCTION

1. Developer agrees to supervise the construction of the Park Improvements and cause the construction to be performed:

   a. In a good and workman like manner; and
   b. In accordance with the PS&E approved by the City; and
   c. In accordance with federal, state and local laws and ordinances and this Agreement.

2. Developer shall, at its own cost and expense, maintain or cause to be maintained, the Park Improvements and all the other public improvements set out in the PS&E until acceptance by the City Council of the City of Laredo.

3. Developer shall not dispose of any material whatsoever taken from the project site, onto any areas not considered to be legal dump sites. Materials such as broken concrete, asphalt, re- bar, trash, etc. are to be disposed of properly, i.e. at the city landfill or as directed by the City Engineer. Unless otherwise noted, no material, including dirt, is to be dumped or placed into an existing creek or channel.

4. The cost of the Park Improvements and all other improvement expenses associated with the Park Improvements shall be funded through the use of Developer's own capital or through credit secured solely by the Developer in an amount not less than the park Improvements fee set out in III. Park Improvement Fees.

5. Developer shall submit written monthly reports to City, starting no later than seven calendar days after the commencement of construction and thereafter through the duration of the Project on its construction progress and construction expenses until the project has been accepted by City.

6. As part of the written report to City, Developer shall submit certified invoices of actual Eligible Costs incurred by Developer to complete the Park Improvements.

7. Developer shall diligently work to complete successfully any and all Park Improvements and the Park Improvements shall be completed within 6 months of the date on which notice to proceed was issued.

8. Developer shall pay, or cause to be paid, monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the development of the Project, the Property for all areas owned by Developer during construction of the Project, and for so long as Developer owns those areas.

VI. CITY'S RIGHT TO INSPECT

1. The work covered by this contract shall at all times be subject to inspection by the City of Laredo authorized inspectors.

   a. The Developer shall furnish the City Inspector with every reasonable facility for ascertaining whether the work performed is substandard and deviates from the requirements of the plans and specifications.

   b. The City Inspector shall have the authority to halt the construction of any portion of the work not meeting requirements until such time as said work has been corrected to the satisfaction of the Inspector and the City Engineer.

   c. City's normal working hours are Monday through Friday, not including Saturdays, Sundays, or legal holidays observed by the City, from 8:00 A.M. to 5:00 P.M.

   d. The Developer shall notify the City at least twenty-four (24) hours in advance for any work that is to be scheduled and shall not begin any such work scheduled unless proper inspection and/or testing has been pre-arranged with the City.

   e. For work scheduled beyond the limits of the City's normal working hours, Developer shall notify the City at least twenty-four (24) hours in advance of any work that is to be scheduled and the cost for inspection, beyond the City's normal working hours, will be borne by the Developer.

   f. Payment due for overtime inspection is expected to be paid within 10 business days of City's request for payment for inspections which occur beyond the City's normal working hours.

VII. POST CONSTRUCTION/CONVEYANCE

1. When Developer has completed the Park Improvements, Developer will submit to the City Engineer the following:

   a. A written request for final inspection; and

   b. All manufacturer warranties for any and all equipment; and

   c. A written statement that that the Park Improvements meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications; and

   d. "AS-BUILT" drawings; and

   e. Payment of any fees (i.e. inspection fees, etc.) due City.

2. Within 10 calendar days of receipt of the complete Final Inspection Request City will inspect the Park Improvements and:

   a. Within five business days of the Final Inspection issue a Certificate of Completion; or

   b. City Engineer may issue a notice of incomplete or defective work and Developer shall have 10 business days to complete the Park Improvements and re-submit a Final Inspection Request. City Engineer may allow additional days for Developer to complete the Park Improvements.

VIII. WARRANTIES/CORRECTION OF DEFECTIVE WORK

1. Developer warrants and guarantees to City that all Work will be in accordance with the PS&E.

2. Developer shall transfer, or cause to be transferred, to City all warranties and guarantees received as part of normal trade practices.

3. Developer warrants the Project will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of acceptance by the City Engineer. If any defects are found, Developer shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular area that is defective. Developer shall start corrective work within 14 calendar days after written notice from City. Developer shall have the option of repairing or replacing at its election.

4. Promptly after receipt of written notice, Developer shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by City, remove it from the Project and replace it with Work that is not defective. Developer shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

5. When correcting defective Work under the terms of this agreement, Developer shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

6. Developer warrants and guarantees that title to all Work, materials, and equipment incorporated in the Project will pass to Owner no later than the time of acceptance by City free and clear of all Liens.

7. Developer hereby assigns (to the extent they are assignable) and conveys to City all manufacturers' and suppliers' warranties, together with operation instructions if available,

on all goods, material, equipment incorporated in the Park Improvements. Developer has provided certain material, equipment, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). Developer will use its best efforts so that such products are new and purchased from reputable suppliers. Developer also agrees to properly install such materials.

IX. CONVEYANCE OF PROPERTY PROCEDURES

1. Once a Certificate of Completion has been issued, the City Parks and Leisure Services Director shall cause an item to be placed on the City Council Agenda, for the next available City Council meeting, for acceptance of the Parkland and Park Improvements by City Council.

2. Developer shall submit, to the City Parks and Leisure Services Director, 12 business days prior to the City Council meeting at which the acceptance will be considered, the following:

   a. A fully executed deed conveying the Parkland to the City of Laredo, the form of which shall be approved by the City Attorney; and

   b. Tax Certificates showing all ad valorem taxes have been paid; and

   c. Proof that all liens have been extinguished and the property is free and clear of any encumbrances.

X. COVENANTS AND DUTIES

1. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

2. The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.

3. Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.

4. To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

5. Developer shall timely and fully comply with all of the terms and conditions of this Agreement.

6. Developer shall cooperate with City and provide all necessary information to City in complying with this Agreement.

7. In accordance with Texas Government Code section 2264.051 Developer certifies that it, and all branches, divisions or departments of Developer do not and will not knowingly employ an undocumented worker, as that term is defined in the section.

8. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

9. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

10. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

11. 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.

12. 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. Notices shall be sent to:

If to City of Laredo:	Robert A. Eads, City Manager C/O City Manager 1110 Houston St. Laredo, Texas 78040
With a copy to:	Juan J. Gomez, Jr., Director Parks and Leisure Department 2201 Piedra China Laredo, Texas 78043
If to Developer:	Mr. Joe Maldonado Vice President 359-IP Development, Inc. 10410 Medical Loop, Suite 5B Laredo, Texas 78045

13. 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.

14. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 no1mal 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 hereto.

20. Immunity. City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

21. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO

Robert A. Eads
City Manager

359-IP Development, Inc.

Joe Maldonado
Vice President

ATTEST:

Jose a. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

For: Rene C. Benavides
City Attorney

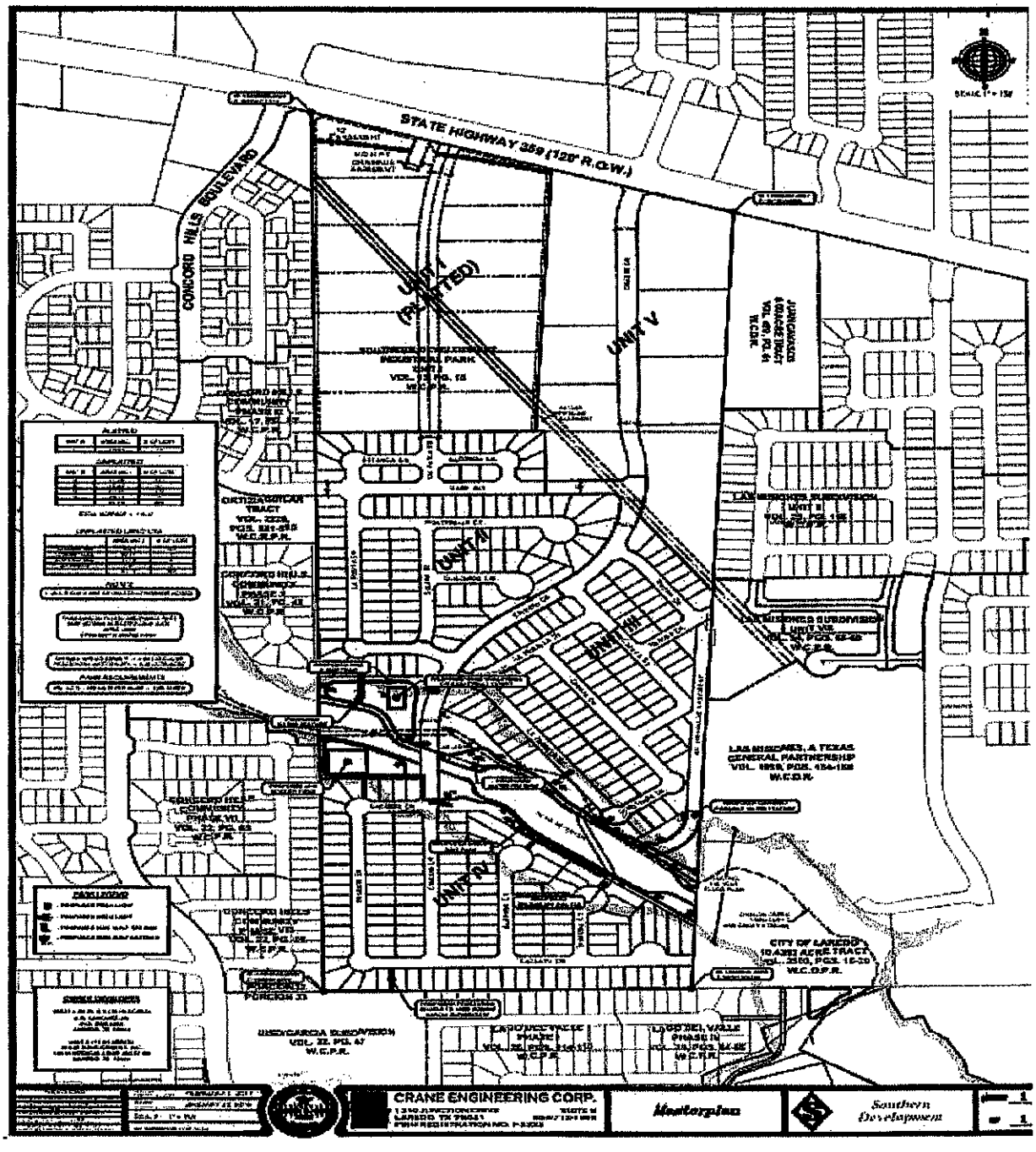

STATE HIGHWAY 359 (120' R.O.W.)
CONCORD HILLS BOULEVARD
UNIT V (PROJECTED)
UNIT V
UNIT IV
UNIT III
UNIT II
UNIT I
CRANE ENGINEERING CORP.
Masterplan
Southern Development

EXHIBIT
A

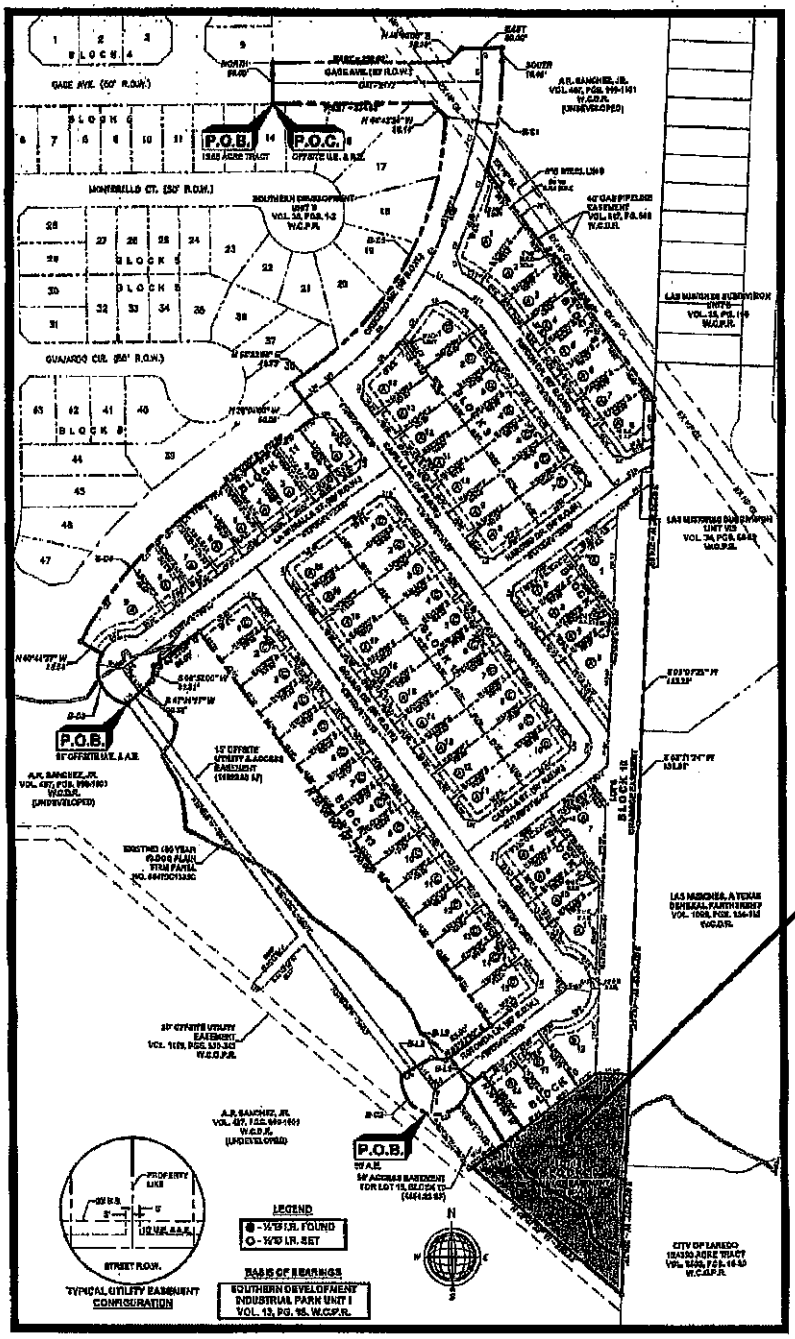
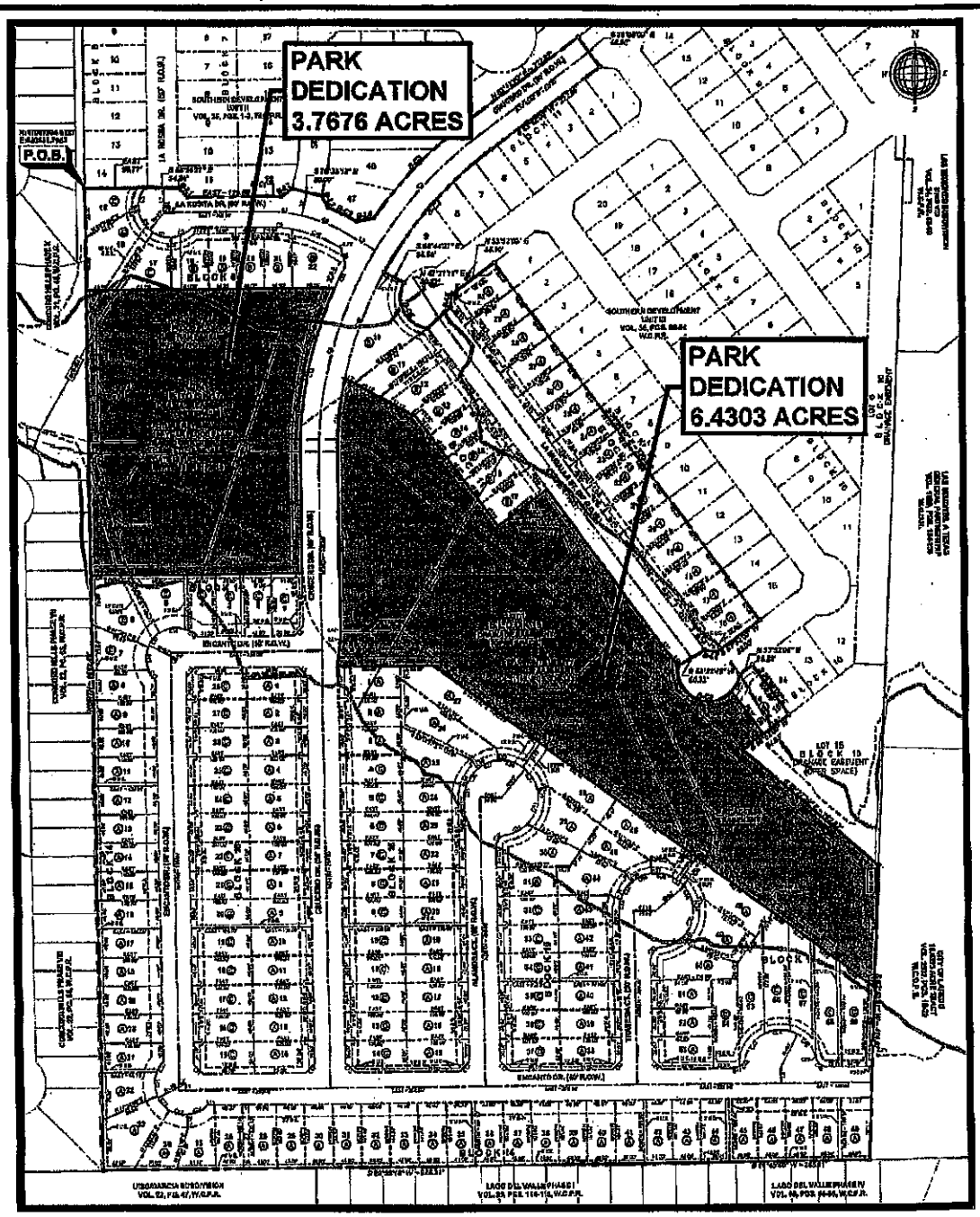


EXHIBIT
Exhibit B-1

Southern Development
Park Improvements

Southern Unit III Parkland Dedication

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353



PARK DEDICATION
TOTAL AREA = 10.1979 ACRES

Southern Development
Park Improvements

Southern Unit IV Parkland Dedication

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

EXHIBIT
B-2

I. Southern Development Park Improvements MTZ

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended
1	Cut (Compacted Measure)	600	CY	$ 2.25	$ 1,350.00
2	Fill From Site (Compacted Measure)	450	CY	$ 2.25	$ 1,012.50
3	6" Subgrade Preparation (6' Trail)	1,980	SY	$ 2.00	$ 3,960.00
4	8" Subgrade Preparation (10' Trail)	700	SY	$ 3.00	$ 2,100.00
5	6" Flexible Base (6' Trail)	1,980	SY	$ 10.88	$ 21,542.40
6	8" Flexible Base (10' Trail)	700	SY	$ 14.22	$ 9,954.00
7	1.5" Type "D" HMAC (6' Trail)	1,480	SY	$ 10.56	$ 15,628.80
8	2" Type "D" HMAC (10' Trail)	560	SY	$ 13.94	$ 7,806.40
9	Prime Coat MC-30 (Trail)	2,040	SY	$ 1.85	$ 3,774.00
10	4" Perforated PVC	60	LF	$ 15.00	$ 900.00
11	24" Diameter HDPE	40	LF	$ 68.00	$ 2,720.00
12	Pedestrians Rail	100	LF	$ 25.00	$ 2,500.00
13	Rock Rip-Rap (Materials On Site)	1,150	SF	$ 3.75	$ 4,312.50
14	Rock Bedding (Materials On Site)	5	CY	$ 200.00	$ 1,000.00
15	Single Water Service 1" (-30)	1	EA	$ 1,200.00	$ 1,200.00
16	Single Water Service 1" (+30)	1	EA	$ 1,700.00	$ 1,700.00
17	Soccer Field Hydromulch / Labor	20,000	SF	$ 0.25	$ 5,000.00
18	Soccer Field 4" White Striping	1	LS	$ 3,600.00	$ 3,600.00
19	Soccer Field Goals (19' x 7') (Pair)	1	EA	$ 8,100.00	$ 8,100.00
20	Soccer Field Lighting Allowance	1	LS	Not a bid item	$ -
21	Irrigation Allowance (1 Field)	1	LS	Not a bid item	$ -
22	Volleyball Court Gravel Bedding	25	CY	$ 56.50	$ 1,412.50
23	Volleyball Court Sand	140	CY	$ 38.50	$ 5,390.00
24	Volleyball Net & Pole Structure	1	LS	$ 3,000.00	$ 3,000.00
25	Volleyball Court Sod	2,000	SF	$ 4.00	$ 8,000.00
			Total		$ 115,963.10

EXHIBIT C

Contractor _____ Owner _____

PERFORMANCE BOND Bond No. 9185866

(As required by Chapter 2253, Texas Government Code)

THE STATE OF { }
COUNTY OF { }

KNOW ALL MEN BY THESE PRESENTS: That we (1) MTZ Construction, Inc. a (2) _____ of Laredo, TX hereafter called Principal and (3) Washington International Insurance Company of Kansas City, Missouri, Corporation of State of New Hampshire, hereinafter called the Surety, are held and firmly bound unto (4) 359 - IP Development, Inc. of Laredo, TX hereinafter called Owner, in the penal sum of One Hundred Fifteen Thousand Nine Hundred Sixty Three and 10/100---------- ($ 115,863.10----------) Dollars in lawful money of the United Stated, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) 359 - IP Development, Inc. the Owner, dated the 21st day of October, 20 20 a copy of which is hereto attached and made a part hereof for the Construction of:

Project: Southern Development Park Improvements

(hereinafter called the "Work")

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor.
(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice

to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 17th day of November, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

P.O. BOX 440230
Address

Laredo, TX. 78044
City/State/Zip Code

MTZ Construction, Inc.
PRINCIPAL

By

P O Box 440230
Address

Laredo, TX 78044
City/State/Zip Code

956-723-9339
Phone number

~~ATTEST~~

Secretary ~~Secretary~~ WITNESS

(SEAL)

(Surety) Secretary

(SEAL)

Douglas Moore

Witness as to Surety

12700 Park Central Drive, Suite 1440

Address

Dallas, TX 75251

City/State/Zip Code

Washington International Insurance Company

SURETY

By Allyson Dean-West, Attorney-in-fact

12700 Park Central Drive, Suite 1440

Address

Dallas, TX 75251

City/State/Zip Code

214-221-8300

Phone number

Bond No. 9185866

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF { }
COUNTY OF { }

KNOW ALL MEN BY THESE PRESENTS: That we (1) MTZ Construction, Inc. a (2) _____ of Laredo, TX hereafter called Principal and (3) Washington International Insurance Company of Kansas City, Missouri, Corporation of State of New Hampshire, hereinafter called the Surety, are held and firmly bound unto (4) 359 - IP Development, Inc. of Laredo, TX hereinafter called Owner, and unto all Persons, Firms, and Corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of One Hundred Fifteen Thousand Nine Hundred Sixty Three and 10/100---------- ($ 115,963.10----------) Dollars in lawful money of the United States, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) 359 - IP Development, Inc. the Owner, dated the 21st day of October, 2020 a copy of which is hereto attached and made a part hereof for the construction of:

Project: Southern Development Park Improvements

(hereinafter called the "Work")

Date of Bond must not be prior to Date of Contract.

These footnotes refer to the numbers in body of contract above:

(1) Correct name of Contractor.
(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 17th day of November, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

P.O. BOX 440230
Address

Laredo, TX. 78044
City/State/Zip Code

MTZ Construction, Inc.
PRINCIPAL

By

P O Box 440230
Address

Laredo, TX 78044
City/State/Zip Code

956-723-9339
Phone number

ATTEST:

Washington International Insurance Company

(Surety) Secretary WITNESS

By Allyson Dean-West, Attorney-in-fact

12700 Park Central Drive, Suite 1440
Address

(SEAL)

Dallas, TX 75251
City/State/Zip Code

214-221-8300
Phone number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

CERTIFICATE AS TO CORPORATE PRINICIPAL

I, Claudia Mojica, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Francisco Martinez who signed the said Bond on behalf of the Principal was then President, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, an attested for and in behalf of said Corporation by authority of its governing body.

Corporate Secretary
Title

[signature]

(Affix Corporate Seal)

11-17-2020
Date

(956) 7239339
Phone number

The rate of premium on this Bond is _____ per thousand. Total of premium charge $ 2,739.00

NOTE:
The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for Surety company must be attached.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JOHN R. WARD, THOMAS D. MOORE, EVA O. LIMMER, EMILY MIKESKA, ALLYSON DEAN-WEST, AND MONICA VEAZEY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 9th day of SEPTEMBER, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 9th day of SEPTEMBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of November, 20 20.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

TEXAS CLAIMS INFORMATION

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President – Claims at 1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** at the following address:

1450 American Lane
Suite 1100
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the **Texas Department of Insurance**:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance.**

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims, al 1-800-338-0753**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** al:

1450 American Lane
Suite 1100
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departmento de Seguros de Texas.**

UNA ESTE AVISO A SU POLIZA
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

From:	Edward Garza
To:	Martha Liendo; Juan Medina III; Mario A. Garza
Cc:	Andres A. Rubio; Ramon Chavez; Frank Martinez; Frankie Martinez Jr.; Joe Maldonado; Jr Juan J. Gomez; Crane Administration; Fred Martinez; Eddie Garza
Subject:	Southern Development Park -Final Inspection
Date:	Wednesday, June 8, 2022 6:27:03 PM
Attachments:	SDPark Pre-final Insp. 06.03.22 - Punchlist.pdf

MTZ Construction is requesting a final inspection for Southern Development Park. Please schedule at your earliest convenience. Thank you. Edg

Edward D. Garza, P.E., CFM
Crane Engineering , Firm Reg.F-3353
1310 Junction Dr. Suite B
Laredo, TX 78041
956-712-1996

----- Forwarded Message -----
From: Miriam <miriam-crane@bizlaredo.rr.com>
To: Frank Martinez <mtzconstruction@outlook.com>; Frankie Martinez Jr. <frankiemtz@sbcglobal.net>; Joe Maldonado <jmaldonado@sanchezog.com>; "mcamacho@ci.laredo.tx.us" <mcamacho@ci.laredo.tx.us>; "mgarza5@ci.laredo.tx.us" <mgarza5@ci.laredo.tx.us>; "dlopez4@ci.laredo.tx.us" <dlopez4@ci.laredo.tx.us>
Cc: Edward D. Garza, P.E. <eddie-crane@sbcglobal.net>
Sent: Tuesday, June 7, 2022, 09:16:37 AM CDT
Subject: Southern Development Park - Pre-Final Inspection Punchlist

Good morning,

Attached please find pre-final inspection punchlist for inspection conducted 06/03/22. Should you have any questions or require additional information please do not hesitate to contact us.

Thank you,

Miriam

CERTIFICATE OF WARRANTY

Mr. Ramon E. Chavez, P.E.
City Engineer
City of Laredo
1110 Houston Street
Laredo, Texas 78040

Re: Southern Development Park

Dear Mr. Chavez,

359 – IP Development, Inc. guarantees to the City of Laredo ("City") all materials and workmanship on the above referenced project to be free of defects related to street improvements only for a period of two (2) years and all other public improvements for a period of one (1) year from the date of acceptance by the City.

Upon written notice, from the City advising Owner, any defective materials or faulty workmanship developing within this period will be replaced at no cost to the City.

Sincerely,

359 – IP Development, Inc.

Joe Maldonado
Joe B. Maldonado
Vice-President

August 1, 2022
Date

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, a Notary Public in hand and for Webb County, State of Texas, on this day, personally appeared Joe Maldonado, Vice President of 359 – IP Development, Inc., known to me to be the person(s) whose name(s) subscribed to the foregoing affidavit and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Witness my hand and seal of office this 1st Day of August, 2021.

Notary Public

My Commission Expires: 05/23/2023

ZULEMA S. VALLE
My Notary ID # 11622737
Expires May 23, 2023

Alejandro (ALEX) Arreguin

REGISTERED ACCESSIBILITY SPECIALIST

RAS # 396

1901 Convent Ave
Laredo, TX 78040-4852
Phone: (956) 285-4091 / Fax: (956) 602-0340

03 October 2022

358 IP Development, Inc.
10410 Medical Loop, Suite 5B
Laredo, TX 78045

TABS2020019378

Re: Southern Development Park
Southern Development Park
1016 La Muralla Street
Laredo, TX 78046

INSPECTION COMPLETED – NO VIOLATIONS

Dear Sirs,

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation of issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Alex Arreguin at 956-723-0290.

Please reference the project number in all future correspondence pertaining to this project.

Sincerely,

Alex Arreguin
RAS # 396

INSPECTION REPORT

The following report identifies violations with the Texas Accessibility Standards (TAS). All items noted as "unacceptable" must be corrected to comply with the Architectural Barriers Act, Texas Government Code, Chapter 469.

Alejandro (Alex) Arreguin RAS # 396

Date of Inspection – 03 October 2022

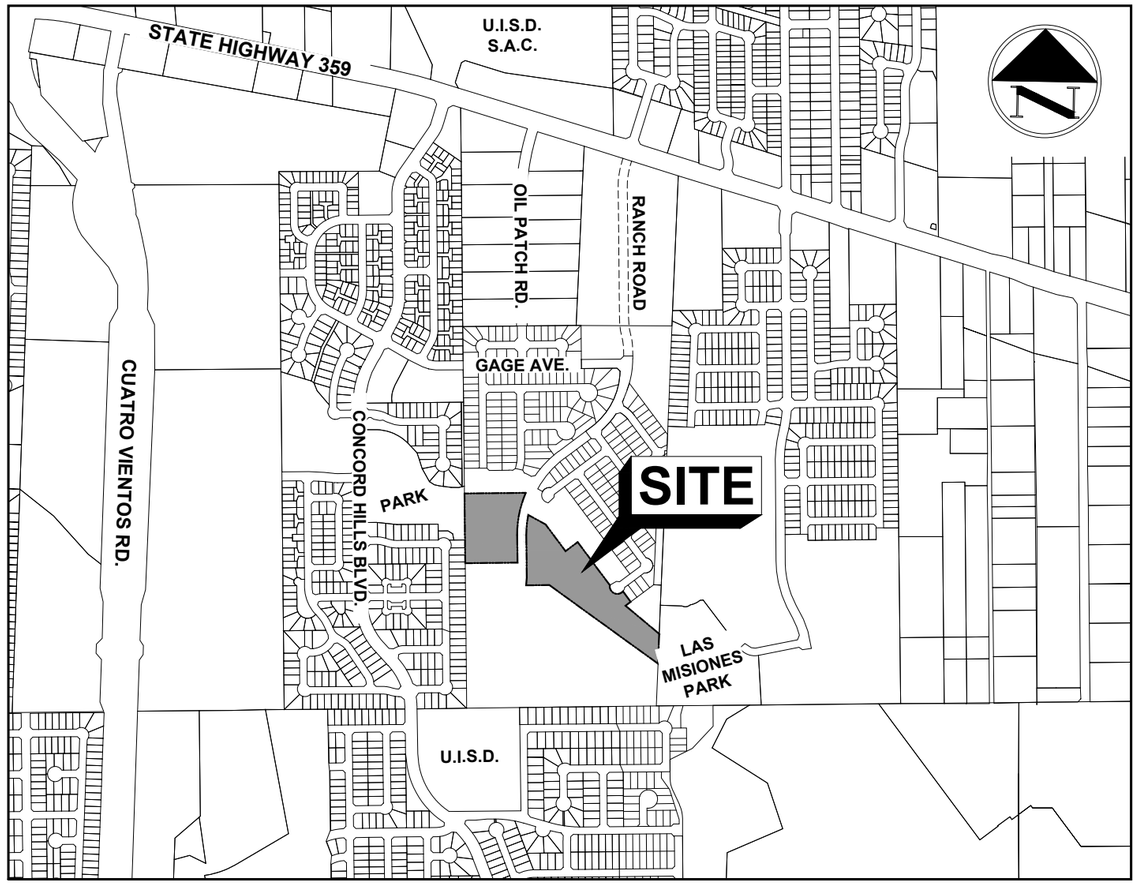
Project name: Southern Development Park TABS2020019378
Southern Development Park
10`6 La Muralla Street
Laredo, TX 78046

Scope of Work – Trail and ADA ramp, soccer field, and sand volleyball court

Owner: 359 IP Development, Inc.
10410 Medical Loop, Suite 5B
Laredo, TX 78045

INSPECTION RESULTS – APPROVAL

CONSTRUCTION PLANS FOR
SOUTHERN DEVELOPMENT
PARK IMPROVEMENTS
LAREDO, TEXAS



OWNER

359-IP DEVELOPMENT, INC.,
a Texas Corporation
10410 Medical Loop, Suite 5B
Laredo, TX 78045

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER
12/04/2020

Sheet List Table	
Sheet Number	Sheet Title
01	TITLE PAGE-LOCATION MAP-SHEET INDEX
02	MASTER-SITE PLAN (ORIGINAL)
02A	MASTER-SITE PLAN (CURRENT)
03	GENERAL NOTES & BASIS OF ESTIMATE
04	OVERALL GRADING FINISHED CONTOURS
05	SOCCER FIELD X-SECTION PLAN & PROFILES
06	OVERALL PARK TRAIL PLAN VIEW
07	TRAIL A PROFILE
08	TRAIL B PROFILE
09	TRAIL C PROFILE
10	TRAIL D PROFILE
11	TRAIL E PROFILE
12	PROJECT DETAILS
13-14	IRRIGATION PLANS
15-16	FIELD CHANGE #1
17	FIELD CHANGE #2

PLAN OF RECORD

DATE: 12/4/2020
SCALE: N.T.S.

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Southern Development
Park Improvement Plans

TITLE PAGE-LOCATION
MAP-SHEET INDEX

01

PROPOSED 6' WIDE ASPHALT TRAIL
EX IRRIGATION WTR SRVC
U10 YOUTH SOCCER FIELD
EXISTING 4' CONCRETE SIDEWALK
FUTURE EXPANSION BY OTHERS
CONCORD HILLS
EXISTING EARTHEN CHANNEL WITH VALLEY GUTTER
EX 18" SS
EX.18" SS
PROPOSED 6' WIDE ASPHALT TRAIL
PROPOSED 6' WIDE ASPHALT TRAIL
PROPOSED SAND VOLLEY BALL COURT
CRUCERO DR.
EXISTING WETLAND
PROPOSED 10' WIDE ASPHALT TRAIL
PROPOSED HANDRAIL
ENCANTO DR.
PROPOSED ROCK RIP-RAP
EXISTING CROSSWALK
PROPOSED 10' WIDE ASPHALT TRAIL
PROPOSED HANDRAIL
EXISTING EARTHEN CHANNEL WITH VALLEY GUTTER
UNIT IV
ENCANTO DR.
CRUCERO DR.
ALAMOSA CT.
TRAVESIA CT.
PROPOSED 6' WIDE ASPHALT TRAIL
PLAN OF RECORD
LA MURALLA ST.
GRANJA DR.
CAPILLA ST.
UNIT III
N
W
E
S
SCALE : 1" = 120'
EX. WTR SVC.
EXISTING 4' CONCRETE SIDEWALK
ROTONDA LN.
EX 18" SS
PROPOSED 6' WIDE ASPHALT TRAIL
PROPOSED HANDRAIL
PROPOSED LOW FLOW PIPE CROSSING, ROCK RIP-RAP, & ROCK BEDDING.
TIE INTO EXISTING 10' ASPHALT TRAIL
EX 18" SS
PROPOSED 6' WIDE ASPHALT TRAIL

PARK AMENITIES

(FINAL)

SOCCER FIELD	=	37 YDS x 60 YDS
SAND VOLLEYBALL	=	30 FT x 60 FT
10' TRAIL	=	550.00 LF
6' TRAIL	=	2600.00 LF
WATER SERVICE	=	2 EA
WATER FEATURE	=	(EXISTING)

NOTES

1. SOCCER FIELD TO HAVE LIGHTING AND IRRIGATION BY OTHERS.

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

DATE: 5/29/2020
SCALE: 1" = 120'

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Southern Development
Park Improvement Plans

ORIGINAL MASTER SITE PLAN
(REFER TO SHEET 2A FOR CURRENT)

02

PARK AMENITIES
(FINAL)

SOCCER FIELD	=	37 YDS x 60 YDS
SAND VOLLEYBALL	=	30 FT x 60 FT
10' TRAIL	=	550.00 LF
6' TRAIL	=	2600.00 LF
WATER SERVICE	=	2 EA
WATER FEATURE	=	(EXISTING)

NOTES

1. SOCCER FIELD TO HAVE LIGHTING AND IRRIGATION BY OTHERS.

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER
12/04/2020

PROPOSED 6' WIDE ASPHALT TRAIL
FUTURE EXPANSION BY OTHERS
CONCORD HILLS
U10 YOUTH SOCCER FIELD
173
0.000
SW Corner
174
0.000
NE Corner
175
0.000
EX IRRIGATION & WTR SRVC
EXISTING 4' CONCRETE SIDEWALK
EXISTING EARTHEN CHANNEL WITH VALLEY GUTTER
EX 18" SS
PROPOSED 6' WIDE ASPHALT TRAIL
PROPOSED SAND VOLLEY BALL COURT
PROPOSED 10' WIDE ASPHALT TRAIL
PROPOSED HANDRAIL
ENCANTO DR.
CRUCERO DR.
EXISTING WETLAND
EX WTR SVC.
EXISTING 4' CONCRETE SIDEWALK
LA MURALLA ST
GRANJA DR.
CAPILLA ST.
UNIT III
ROTONDA LN.
PROPOSED ROCK RIP-RAP
EX 18" SS
PROPOSED 6' WIDE ASPHALT TRAIL
CONCRETE RIP-RAP; FIELD CHANGE #2
EXISTING CROSSWALK
PROPOSED 10' WIDE ASPHALT TRAIL
PROPOSED HANDRAIL
PROPOSED IMPROVEMENTS; REFER TO FIELD CHANGE #1 FOR DETAILED PLANS
REFER TO SHEET 11 FOR FIELD CHANGE #2
PROPOSED HANDRAIL
EXISTING EARTHEN CHANNEL WITH VALLEY GUTTER
PROPOSED 6' WIDE ASPHALT TRAIL
UNIT IV
ENCANTO DR.
CRUCERO DR.
ALAMOSA CT.
TRAVESIA CT.
TIE INTO EXISTING 10' ASPHALT TRAIL
EX 18" SS
PROPOSED 6' WIDE ASPHALT TRAIL
±150'
EX 18" SS
PROPOSED IMPROVEMENTS; REFER TO FIELD CHANGE #1 FOR DETAILED PLANS
ENCANTO DR.
PLAN OF RECORD

N
W
E
S
SCALE : 1" = 150'

DATE: 12/3/2020 SCALE: 1" = 150'	CRANE ENGINEERING CORP. 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	MASTER-SITE PLAN	02A

TRAIL NOTES

1. PRIOR TO LAYING ANY ASPHALT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A HOT-MIX ASPHALT CONCRETE DESIGN, AND SHALL GIVE ASSURANCE THAT THE STOCKPILES OF MATERIALS ARE SUFFICIENT TO PRODUCE THE SAME DESIGN FOR THE DURATION OF THE PROJECT. IF MATERIALS SOURCE CHANGES, A NEW DESIGN WILL BE REQUIRED AT THE CONTRACTORS EXPENSE.
2. AT THE END OF PAVING DAY, ALL TRAIL SHALL BE COMPLETED TO APPROXIMATELY THE SAME STATION AND THE CONTRACTOR SHALL ENSURE THAT ALL HOT-MIX ASPHALT LAYING HAS BEEN CONSTRUCTED IN A CONTINUOUS MANNER THROUGHOUT THE TRAIL SURFACE. TRANSVERSE JOINTS DURING THE LAYING OF ASPHALT SHALL BE APPROVED BY THE ENGINEER.
3. CONTRACTOR SHALL ADJUST AND/OR SAWCUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
4. TRANSITION EXPANSION/ISOLATION JOINT TO SIDEWALK, WHERE APPLICABLE.
5. ANY EXISTING SIDEWALKS, CURBS OR DRIVEWAYS DISTURBED BY CONSTRUCTION SHALL BE REMOVED AND RESTORED WITH SURFACE MATERIALS EQUAL TO OR BETTER THAN THE ORIGINAL
6. THE CONTRACTOR SHALL MAINTAIN ALL ADJOINING STREETS AND TRAVELED ROUTES FREE FROM SPILLED AND / OR TRACKED CONSTRUCTION MATERIALS AND / OR DEBRIS.

PERMIT NOTES

1. ALL ASSOCIATED PERMITS AND FEES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
3. THE CONTRACTOR SHALL NOT PLACE ANY WASTE MATERIAL IN THE 100-YEAR FLOOD PLAIN WITHOUT FIRST OBTAINING AN APPROVED FLOOD PLAIN DEVELOPMENT PERMIT IF APPLICABLE.

TESTING NOTES

1. ALL TESTING REQUIRED BY THE PLANS, DETAILS, AND TECHNICAL SPECIFICATIONS, INCLUDING MATERIALS TESTING, SOIL DENSITY, SOIL ANALYSIS, CONCRETE TESTING SHALL BE PAID BY THE OWNER FOR THE FIRST TEST.
2. CONTRACTOR SHALL COORDINATE PROJECT CONSTRUCTION TESTING WITH THE CITY INSPECTOR. ALL FAILED TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

TRAFFIC NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ALL SIGNS AND BARRICADES ARE PROPERLY INSTALLED AND MAINTAINED. ALL LOCATIONS AND DISTANCES WILL BE DECIDED UPON IN THE FIELD BY THE CONTRACTOR, USING THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". THE CITY'S CONSTRUCTION INSPECTOR AND ENGINEERING REPRESENTATIVE WILL ONLY BE RESPONSIBLE TO INSPECT BARRICADES AND SIGNS. IF, IN THE OPINION OF THE ENGINEERING REPRESENTATIVE AND THE CONSTRUCTION INSPECTOR, THE BARRICADES AND SIGNS DO NOT CONFORM TO ESTABLISHED STANDARDS OR ARE INCORRECTLY PLACED OR ARE INSUFFICIENT IN QUANTITY TO PROTECT THE GENERAL PUBLIC, THE CONSTRUCTION INSPECTOR SHALL HAVE THE OPTION TO STOP OPERATIONS UNTIL SUCH TIME AS THE CONDITIONS ARE CORRECTED.
2. ANY METHODS, STREET MARKINGS AND SIGNAGE NECESSARY FOR WARNING PEDESTRIANS OR DIVERTING TRAFFIC CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
3. ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES AND, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.
4. PAVEMENT MARKINGS TO BE IN ACCORDANCE TO ITEM 666 OF TXDOT STANDARD SPECIFICATIONS
5. PROVIDE CONSTRUCTION FENCING AND PEDESTRIAN TRAFFIC CONTROL WHERE APPLICABLE.

ENVIRONMENTAL NOTES

1. ALL SITE WORK MUST ALSO COMPLY WITH ENVIRONMENTAL REQUIREMENTS.
2. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING OR APPROVED EQUAL OR THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION. ALL VEGETATION OUTSIDE THE LIMIT OF CONSTRUCTION IN APPROVED PROJECT PLANS IS TO REMAIN. ANY VEGETATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS OTHERWISE SPECIFIED.
3. CONTRACTOR SHALL INSTALL STORM WATER POLLUTION PREVENTION CONTROLS PRIOR TO ANY SITE PREPARATION WORK (DEMOLITION, EXCAVATION, GRUBBING, ETC.)
4. THE CONTRACTOR SHALL MAINTAIN ALL ADJOINING STREETS AND TRAVELED ROUTES FREE FROM SPILLED AND / OR TRACKED CONSTRUCTION MATERIALS AND / OR DEBRIS. ALL MUD, DIRT, ROCKS, DEBRIS, ETC.., SPILLED, TRACKED OR OTHERWISE DEPOSITED ON EXISTING PAVED STREETS, DRIVES AND AREAS USED BY THE PUBLIC SHALL BE CLEANED UP IMMEDIATELY.
5. PROPOSED SW3P TO BE INSTALLED DURING CONSTRUCTION AND SHALL BE IN ACCORDANCE WITH THE CITY OF LAREDO STORMWATER MANAGEMENT ORDINANCE. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.
6. ALL SLOPES SHALL BE SODDED OR SEEDED WITH APPROVED GRASS, GRASS MIXTURES OR GROUND COVER SUITABLE TO THE AREA AND SEASON IN WHICH THEY ARE APPLIED AS PER PLANS.
7. CONTRACTOR TO IMPLEMENT EROSION MEASURES IDENTIFIED ON THIS PLAN AS PART OF THE BID.
8. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION AREAS FROM DAMAGE. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AMD OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE TO ANY AREAS DISTURBED AS A RESULT OF HIS OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO HIS CONTRACT. EXISTING STREET SIGNS SHALL BE RESET AS REQUIRED. NO SEPARATE PAYMENT.
9. STRICT ADHERENCE TO DUST CONTROL WILL BE REQUIRED IN ALL AREAS, WHICH MAY REQUIRE PERIODIC MOISTURE TREATMENT OF THE SUB-GRADE BY THE CONTRACTOR. THERE WILL BE NO SEPARATE PAY ITEM FOR SUCH MEASURES, WHICH WILL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS INVOLVED.
12. CONTRACTOR TO PROTECT EXISTING DRAINAGE INLETS AND PREVENT SILT AND EXCESS CONCRETE FROM ENTERING DRAINAGE SYSTEM.

GENERAL NOTES

1. ALL MATERIALS, EQUIPMENT, STAGING, AND TEMPORARY SPOILS STORAGE IS TO BE WITHIN THE LIMITS OF CONSTRUCTION SHOWN ON THE APPROVED PLANS. ANY AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHOWN PROPOSED FOR THESE ACTIVITIES MUST BE REVIEWED AND APPROVED (BY OWNER) PRIOR TO USE. ARE TO BE MAINTAINED DURING CONSTRUCTION
2. FUEL STORAGE IS NOT ALLOWED. THE CONTRACTOR SHALL ADVISE THE OWNER, IMMEDIATELY WITH WRITTEN DOCUMENTATION, OF ANY SPILLING OF FUEL OR TOXIC MATERIAL, INCLUDING ACTIONS TO CONTAIN AND CLEAN UP.
3. ANY ADDITIONAL AREAS REQUIRED FOR CONSTRUCTION OF THIS PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SECURED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR MUST SECURE OWNER APPROVAL OF PROPOSED ADDITIONAL AREAS PRIOR TO USE.
4. CONTRACTOR IS RESPONSIBLE FOR DEWATERING OF WORK AREA. CONTRACTOR MUST SECURE CITY OF LAREDO APPROVAL OF PROPOSED DEWATERING PROCEDURES PRIOR TO INSTALLATION OR USE, AND SHALL PROVIDE AND MAINTAIN ADEQUATE EQUIPMENT TO REMOVE AND DISPOSE OF ALL SURFACE AND GROUND WATER ENTERING EXCAVATIONS, TRENCHES, OR OTHER PARTS OF THE WORK.
5. ALL WASTE MATERIAL EXCEPT FOR EXCESS SOIL SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE HIS SOLE RESPONSIBILITY TO DISPOSE OF THIS MATERIAL OFF THE LIMITS OF THE PROJECT. NO WASTE MATERIAL SHALL BE PLACED IN EXISTING LOWS THAT WILL BLOCK OR ALTER FLOW LIMITS OF EXISTING ARTIFICIAL OR NATURAL DRAINAGE.
6. THE CONTRACTOR'S RESPONSIBILITY IS TO ADHERE TO SPECIFICATIONS-DIVISION "C", GENERAL PROVISIONS PARAGRAPH C-7.08 "PROTECTION AND RESTORATION OF PROPERTY" AND PARAGRAPH C-7.09 "PROTECTION OF EXISTING UTILITIES".
7. NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS, BUT NOT INCLUDED IN THE BID PROPOSAL. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED IN THE PAY ITEM TO WHICH IT RELATES. ALL BID ITEMS WILL BE PAID WHEN COMPLETED IN PLACE, TESTED AND ACCEPTED.
8. ALL CONSTRUCTION SHALL BE IN COMPLIANCE TO CITY OF LAREDO CODES AND ORDINANCES FOR STANDARD CONSTRUCITON JUNE 2008, OR LATEST.
9. CONTRACTOR RESPONSIBLE FOR DAMAGES TO ANY EXISTING SITE CONDITION PROGRAMMED TO BE PRESERVED, AND SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE SUSTAINED TO EXISTING FENCES, CONCRETE ISLANDS, STREET PAVING, CURBS, SHRUBS, BUSHES, OR DRIVEWAYS. (NO SEPARATE PAY ITEM).
10. THE CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS AND PROVIDE ENGINEER WITH RED LINED SET OF AS BUILT DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
11. WHERE REQUIRED BY FIXED FEATURES OR UNUSUAL CONDITIONS, THE SLOPES INDICATED HEREON MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.
12. QUANTITIES SHOWN HEREON ARE PROVIDED FOR THE CONVENIENCE AND BENEFIT OF THE CONTRACTOR AND OTHER INTERESTED PARTIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY AND COMPLETENESS OF SAID QUANTITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK PLANS AND SPECIFICATIONS IN DETAIL IN THE PREPARATION OF HIS BID
13. CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES, MARKS, ETC. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
14. PROVIDE SUBMITTALS FOR ALL MATERIALS PRIOR TO COMMENCING WORK.
15. ALL SAWCUTTING SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS IN THE CONTRACT.
16. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED ON THESE PLANS, SHALL CONFORM TO ALL APPLICABLE CITY OF LAREDO STANDARDS TECHNICAL SPECIFICATION MANUAL AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION).
17. APPROVAL CRITERIA FOR FLEXIBLE BASE SOURCES AND APPROVAL OF AN AREA AND/OR DEPTH OF LAYER IN SOURCE FROM WHICH THE MATERIAL IS TO BE SECURED, WILL BE BASED ON PRELIMINARY TESTS AND SUCH OTHER OCCASIONAL TESTS AS FOUND NECESSARY BY THE ENGINEER.
18. ALL BID ITEMS WILL BE PAID WHEN COMPLETED IN PLACE, TESTED AND ACCEPTED.
19. ALL DIRT WORK IS MADE PAYABLE AS COMPACTED MEASURE. CONTRACTOR IS RESPONSIBLE TO ESTABLISH REQUIRED FILL BY APPLYING AN EXPANSION FACTOR.

UTILITY NOTES

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM AVAILABLE RECORDS AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO AND FOR THE MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. LOCATION AND DEPTH OF EXISTING UTILITIES SHOWN HERE ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND HE SHALL BE RESPONSIBLE FOR PROTECTION OF SAME DURING CONSTRUCTION. IF ANY, CONTRACTOR TO CONTACT TEXAS ONE CALL 48-HOURS PRIOR TO CONSTRUCTION..
2. ANY DAMAGE OR EVIDENCE OF POSSIBLE DAMAGE TO EXISTING UTILITIES SHALL BE REPORTED TO THE INSPECTOR/OWNER AND THE AFFECTED UTILITY IMMEDIATELY AND BEFORE BACKFILLING.
3. IF ANY OVERHEAD OR UNDERGROUND ELECTRICAL LINES NEED TO BE DE-ENERGIZED, THE CONTRACTOR SHALL CALL THE POWER COMPANY TO DO THIS WORK. ANY COST ASSOCIATED WITH DE-ENERGIZING THE ELECTRICAL LINES AND/OR ANY OTHER PROTECTIVE MEASURE REQUIRED SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITY LINES AND COORDINATING ALL RELOCATION'S AND REMOVALS WITH EACH UTILITY COMPANY. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY FAILURE TO LOCATE AND PRESERVE UNDERGROUND UTILITIES.

UTILITY COORDINATION CONTACT LIST

COMPANY NAME	COORDINATOR	PHONE #	E-MAIL
UTILITY COMMITTEE COORDINATOR	ROLAND LOZANO	(956) 794-1625	rlozano1@ci.laredo.tx.us
CITY OF LAREDO UTILITIES DEPT.	HUMBERTO SERRADEL, P.E.	(956) 721-2000	hserradel@ci.laredo.tx.us
CITY OF LAREDO BUILDING DEV.	VICTOR LINARES, P.E.	(956) 794-1625	vlinares@ci.laredo.tx.us
CITY OF LAREDO TRAFFIC DEPT.	SINAI CASTRO, E.I.T.	(956) 795-2550	scastro@ci.laredo.tx.us
AEP TEXAS	JOSE CUELLAR	(956) 721-3029	jacuellar@aep.com
AT&T	MICHAEL FARIAS		mf2838@att.com
CENTERPOINT	RAFAEL "SONNY" LOZANO	(956) 723-6525	rafael.lozano@centerpointenergy.com
MEDINA ELECTRIC	BLAKE BOEHLE	(830) 741-7235	blakeb@medinaec.org
SPECTRUM	JOSE GARZA		jose.garza@charter.com.com
TXDOT	REYNALDO GARZA	(956) 712-7454	reynaldo.garza@txdot.gov

TRENCH EXCAVATION PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO DEVELOP THE CONTRACTOR'S PLANS TO IMPLEMENT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEMS THAT COMPLY WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

IMPORTANT PHONE NUMBERS

ONE-CALL BOARD OF TEXAS
Administration : (512) 477-2255
Location Requests 1-800-545-6005
TEXAS EXCAVATION SAFETY SYSTEM
1-800-245-1555
1-800-990-1291 FAX
LONE STAR NOTIFICATION
1-800-669-8344
1-800-999-2344 FAX
TEXAS ONE-CALL
1-800-245-4545
1-800-217-3720 FAX

BASIS OF ESTIMATE

Item #	Description	Estimated Quantity	Unit
1	Cut (Compacted Measure)	600	CY
2	Fill From Site (Compacted Measure)	450	CY
3	6" Subgrade Preparation (6' Trail)	1,980	SY
4	8" Subgrade Preparation (10' Trail)	700	SY
5	6" Flexible Base (6' Trail)	1,980	SY
6	8" Flexible Base (10' Trail)	700	SY
7	1.5" Type "D" HMAC (6' Trail)	1,480	SY
8	2" Type "D" HMAC (10' Trail)	560	SY
9	Prime Coat MC-30 (Trail)	2,040	SY
10	4" Perforated PVC	60	LF
11	24" Diameter HDPE	40	LF
12	Pedestrians Rail	100	LF
13	Rock Rip-Rap (Materials On Site)	1,150	SF
14	Rock Bedding (Materials On Site)	5	CY
15	Single Water Service 1" (-30)	1	EA
16	Single Water Service 1" (+30)	1	EA
17	Soccer Field Hydromulch	20,000	SF
18	Soccer Field 4" White Striping	1	LS
19	Soccer Field Goals (19' x 7') (Pair)	1	EA
20	Soccer Field Lighting Allowance	1	LS
21	Irrigation Allowance (1 Field)	1	LS
22	Volleyball Court Gravel Bedding	25	CY
23	Volleyball Court Sand	140	CY
24	Volleyball Net & Pole Structure	1	LS
25	Volleyball Court Sod	2,000	SF

NOTE: IRRIGATION DESIGN PLAN AND WATER SERVICE PROVIDED BY DEVELOPER. INSTALLATION OF IRRIGATION & WATER METER BACKFLOW BY CITY.

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER

PLAN OF RECORD

DATE: 5/29/2020
SCALE: N.T.S.

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Southern Development Park Improvement Plans

GENERAL NOTES & BASIS OF ESTIMATE

03

GRADING PLAN NOTES

1. CONTRACTOR TO STRIP TOP SOIL, VEGETATION, ROOTS AND ANY SOFT SOIL WITHIN CONSTRUCTION SOILS. WASTE MATERIAL TO BE STOCKPILED AND EITHER DELIVERED TO LANDFILL OR TO BE USED FOR LANDSCAPING. OWNER TO DIRECT CONTRACTOR IN THE FIELD.
2. LEVEL EXPOSED SUBGRADE AND SCARIFY TO A DEPTH OF SIX (6) INCHES. SCARIFY AND RECOMPACT TO DENSITIES EQUAL TO AT LEAST NINETY (90%) PERCENT OF THE MAXIMUM DRY DENSITY OBTAINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM D-698).
3. THE PROPOSED FINISH GRADE SHOWN ON THIS PLAN REFLECTS THE FINISHED ELEVATION. CONSULT WITH CIVIL ENGINEER PRIOR TO MAKING ANY REVISIONS TO THIS PLAN.
4. FILL REQUIRED TO ATTAIN THE NECESSARY GRADE SHOULD BE FREE OF ORGANIC OR OTHER DELETERIOUS MATERIALS. HAVE A MAXIMUM PARTICLE SIZE LESS THEN TWO (2) INCHES AND HAVE A LIQUID LIMIT OF LESS THAN 40 AND A PLASTICITY INDEX BETWEEN SEVEN (7) AND SEVENTEEN (17). FILL MATERIAL SHALL BE APPROVED BY THE ENGINEER.
5. FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING EIGHT(8) INCHES THICK LOOSE MATERIAL. SUCCESSIVE LOADS OF MATERIAL SHALL BE DUMPED SO AS TO SECURE EVEN DISTRIBUTION. AVOIDING THE FORMATION OF LAYERS. THE CONTRACTOR SHALL ROUTE HIS HAULING EQUIPMENT TO DISTRIBUTE TRAVEL EVENLY OVER THE FILL AREA.
6. FIELD DENSITY TESTS FOR DETERMINATION OF THE COMPACTION OF THE FILL SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY IN ACCORDANCE WITH RECOGNIZED PROCEDURES FOR PERFORMING SUCH TESTS.
7. A REPRESENTATIVE NUMBER OF TESTS SHALL BE MADE IN EACH COMPACTED LIFT AT LOCATIONS SELECTED BY THE SOILS ENGINEER OR HIS REPRESENTATIVE AND APPROVED BY THE OWNER.
8. MOISTURE CONTROL: THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL BE DISTRIBUTED UNIFORMLY THROUGHOUT EACH LAYER OF THE MATERIAL. THE ALLOWABLE RANGE OF MOISTURE CONTENT DURING DURING COMPACTION SHALL BE WITHIN PLUS (+) 4 PERCENT POINTS OF THE OPTIMUM MOISTURE CONTENT. THE CONTRACTOR MAY BE DIRECTED TO ADD NECESSARY MOISTURE TO THE MATERIAL EITHER IN THE BORROW AREA OR UPON THE FILL SURFACE OR TO DRY THE MATERIAL, AS DIRECTED BY ENGINEER.
9. COMPACTION: THE MATERIAL IN EACH LAYER SHALL BE COMPACTED TO OBTAIN PROPER DENSITIES. COMPACTION BY THE HAULING EQUIPMENT ALONE WILL NOT BE CONSIDERED SUFFICIENT. FILL, INCLUDING TRAIL SUBGRADE, SUB-BASE AND BASE SHALL BE COMPACTED TO 95% OF THE STANDARD PROCTOR DRY DENSITY AS DETERMINED BY ASTM DESIGNATION D-698,.FILL FOR FIELDS SHALL BE COMPACTED TO 90% OF THE STANDARD PROCTOR DRY DENSITY AS DETERMINED BY ASTM DESIGNATION D-698.

GRADING LEGEND

535 PROPOSED MAJOR CONTOUR INTERVAL - 1.00'

PROPOSED MINOR CONTOUR INTERVAL - 1.00'

CONCORD HILLS

UNIT III

UNIT IV

EX WETLAND

GRANJA DR.

LA MURALLA ST.

ROTONDA LN.

ENCANTO DR.

CRUCERO DR.

ALAMOSA CT.

TRAVESIA CT.

PLAN OF RECORD

N

SCALE : 1" = 120'

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER

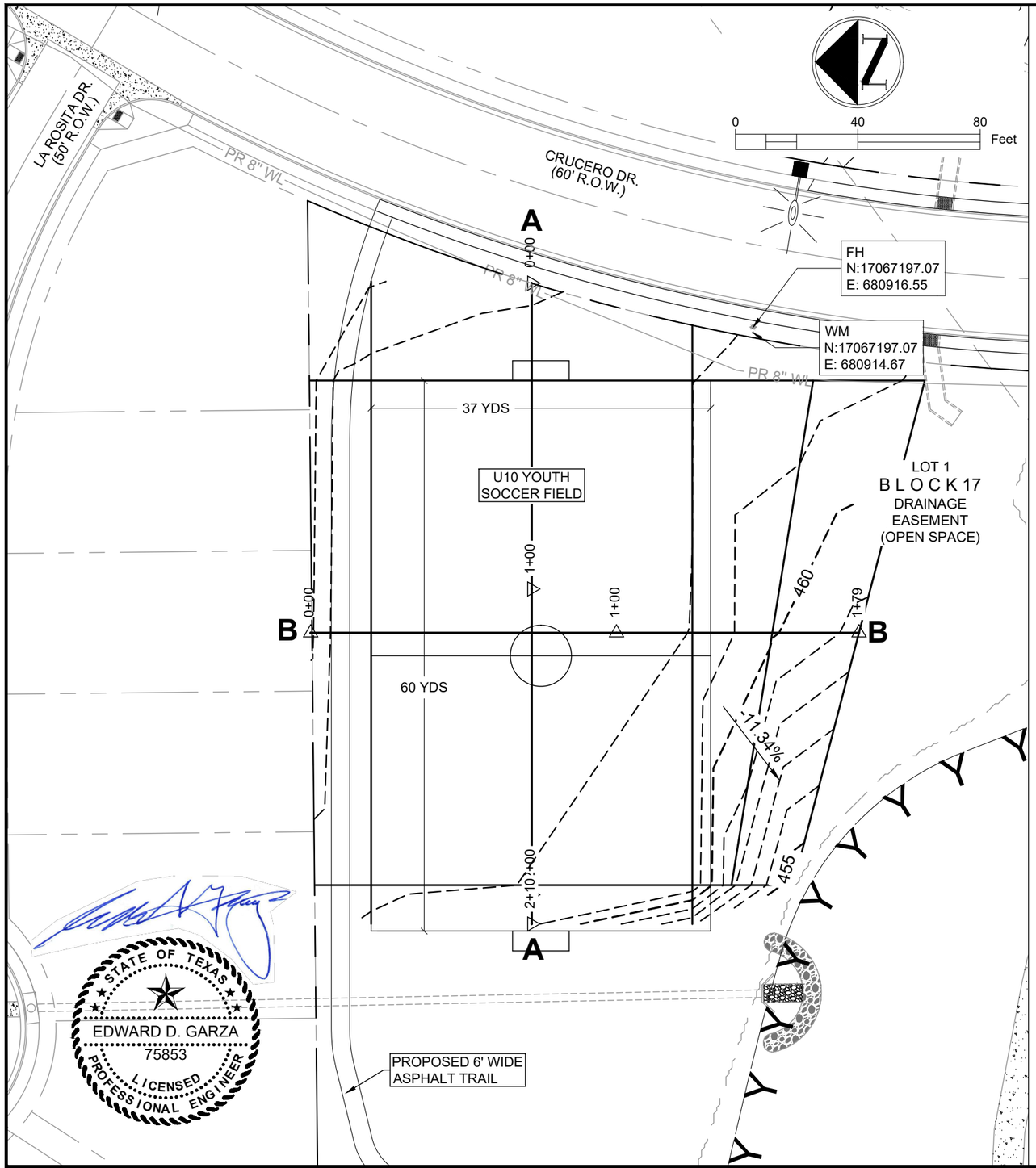
DATE: 5/29/2020
SCALE: 1" = 120'

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

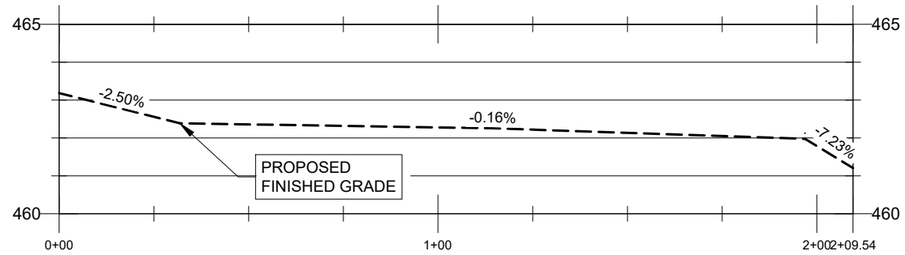
Southern Development
Park Improvement Plans

OVERALL GRADING
FINISHED CONTOURS

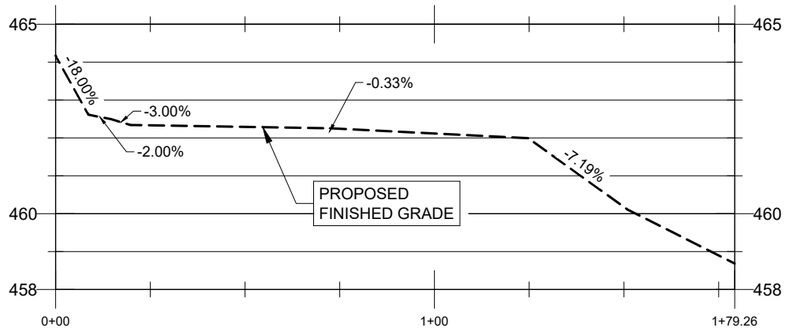
04



LINE A PROFILE



LINE B PROFILE



PLAN OF RECORD

① USE SELECT FILL (PI 6-20)
FILL IN MAX 10" LIFTS TO 90% COMPACTION @ OPTIMUM MOISTURE ±2%.
PROVIDE GRASS SEED AFTER IRRIGATION INSTALLATION TO INITIATE VEGETATION GROWTH

DATE: 09/10/2019
SCALE: 1"=40'
PROFILE SCALE: H: 1"=40'
V: 1"=4'

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Southern Development
Park Improvement Plans

SOCCER FIELD
X-SECTION PLAN &
PROFILES

05

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL "B")

EXISTING 532' SIDEWALK

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL "A")

EXISTING 386' SIDEWALK

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL C)

EXISTING 287' SIDEWALK

PROPOSED 10' TO 6' WIDE ASPHALT TRAIL. (TRAIL "A")

EXISTING CROSSWALK

EXISTING 3-WAY STOP

PROPOSED 10' TO 6' WIDE ASPHALT TRAIL. (TRAIL D)

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL E)

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL D)

FIRE DEPT. ACCESS

PROPOSED 6' WIDE ASPHALT TRAIL. (TRAIL D)

CONCORD HILLS

UNIT III

UNIT IV

CRUCERO DR.

LA MURALLA ST.

GRANJA DR.

CAPILLA ST.

ROTONDA LN.

SAVANNAH LOOP

CONCORD HILLS COMMUNITY

ENCANTO DR.

CRUCERO DR.

ALAMOSA CT.

TRAVESIA CT.

N

W E

S

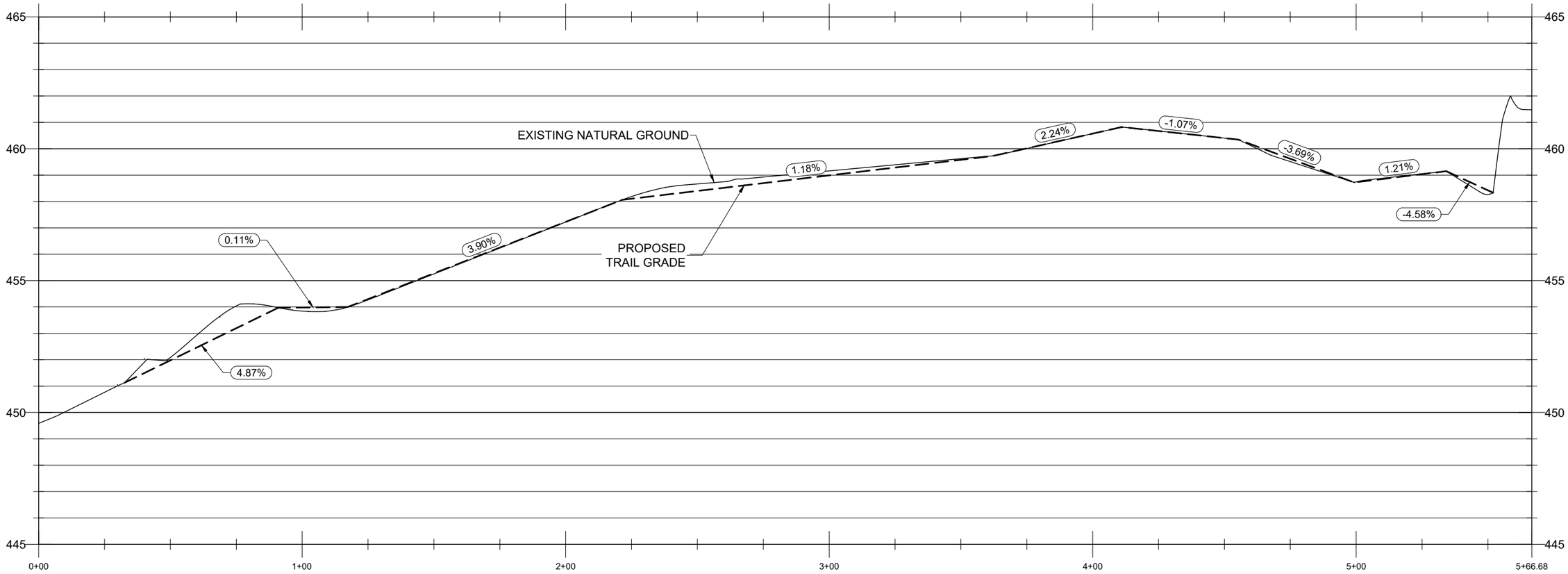
SCALE : 1" = 120'

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

PLAN OF RECORD

DATE: 4/28/20 SCALE: 1" = 120'	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	OVERALL PARK TRAIL PLAN VIEW	06

TRAIL A PROFILE

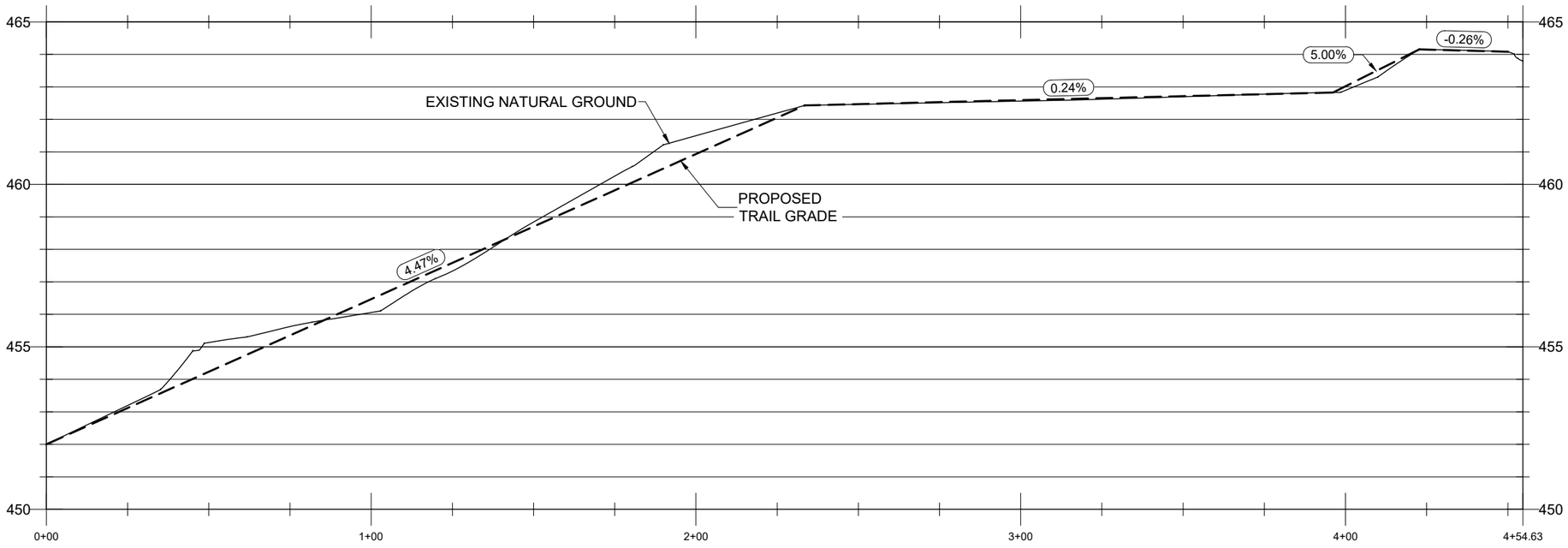


PLAN OF RECORD

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER

DATE: 5/29/2020 PROFILE SCALE: H: 1"=40' V: 1"=4'	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	TRAIL A PROFILE	07

TRAIL B PROFILE

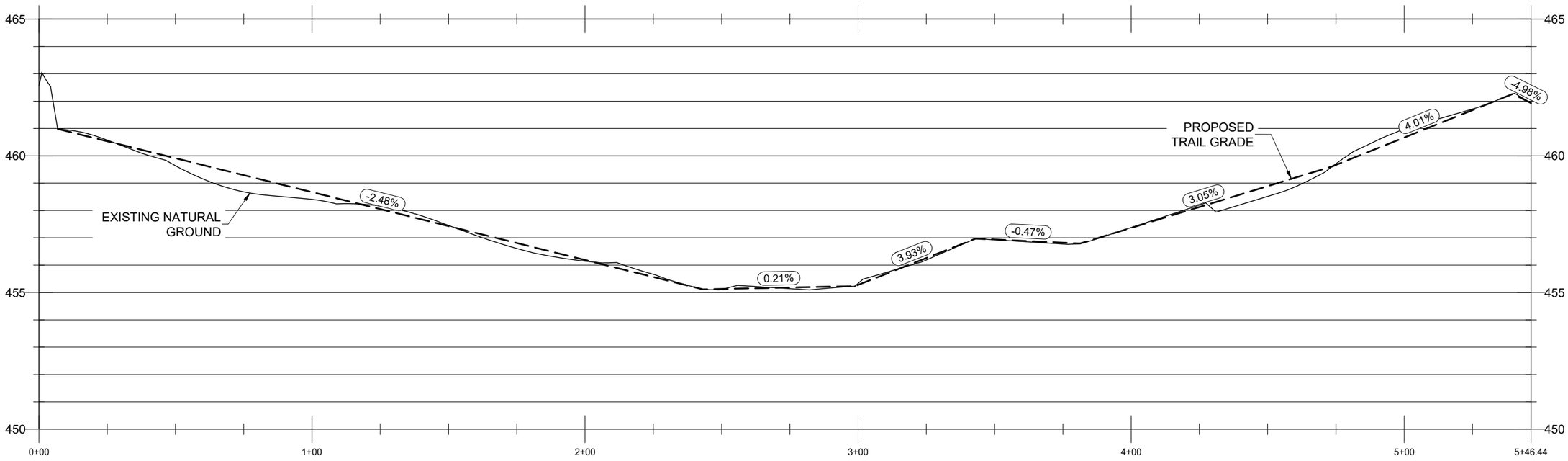


PLAN OF RECORD

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER

DATE: 5/29/2020 PROFILE SCALE: H: 1"=40' V: 1"=4'	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	TRAIL B PROFILE	**08**

TRAIL C PROFILE

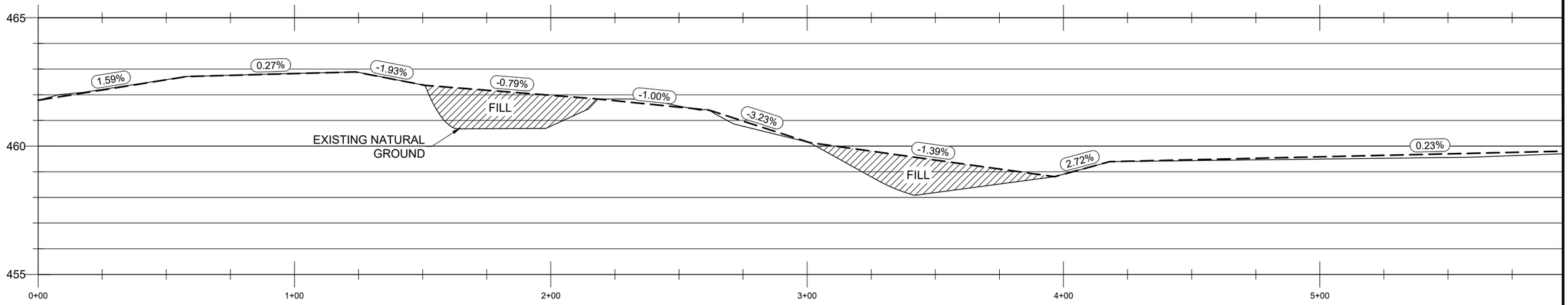


STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

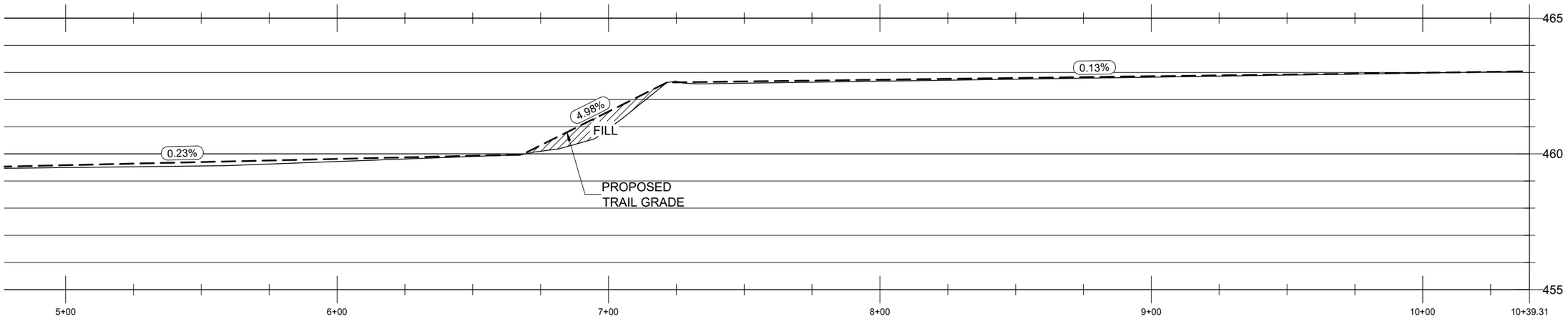
PLAN OF RECORD

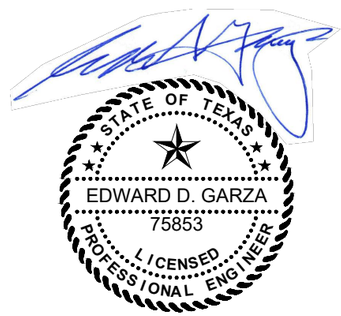
DATE: 5/29/2020 PROFILE SCALE: H: 1"=40' V: 1"=4'	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	TRAIL C PROFILE	09

TRAIL D PROFILE



TRAIL D PROFILE

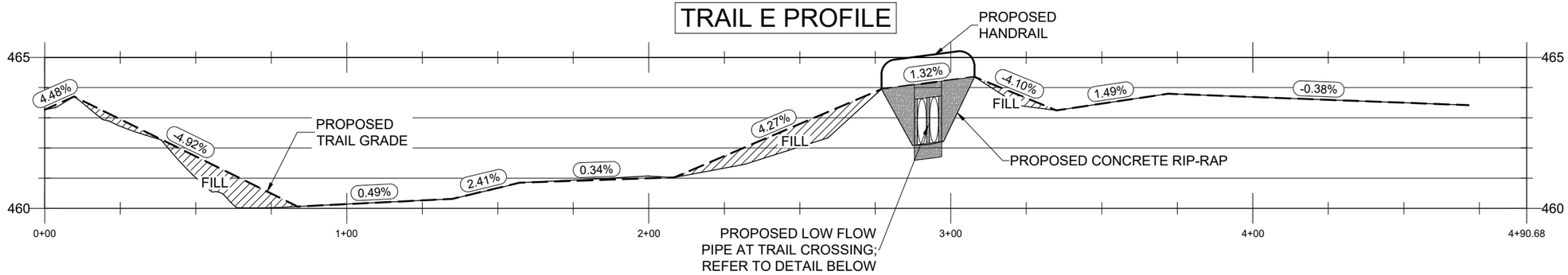


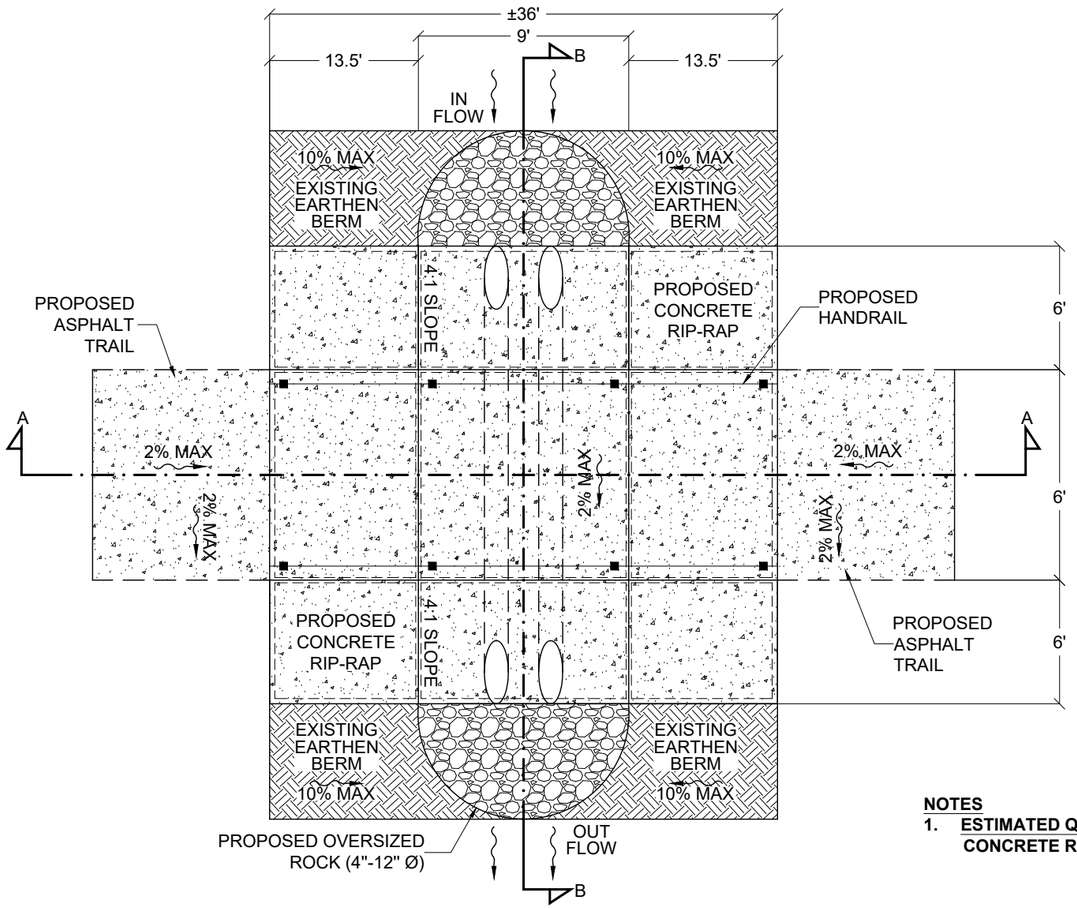


PLAN OF RECORD

DATE: 5/29/2020 PROFILE SCALE: H: 1"=40' V: 1"=4'	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	TRAIL D PROFILE	10

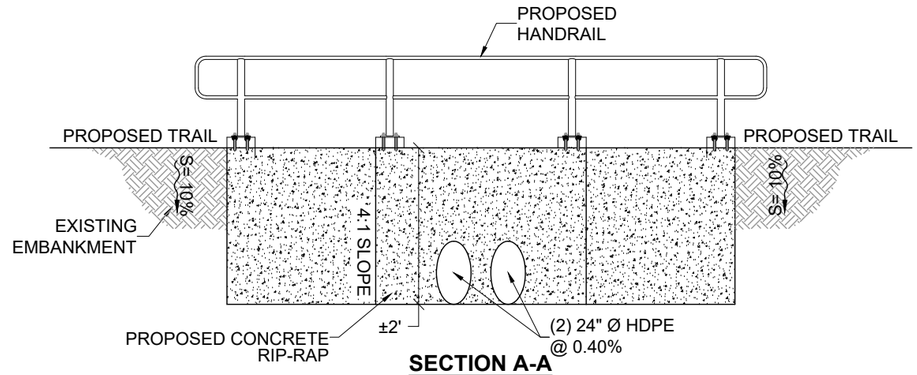
TRAIL E PROFILE



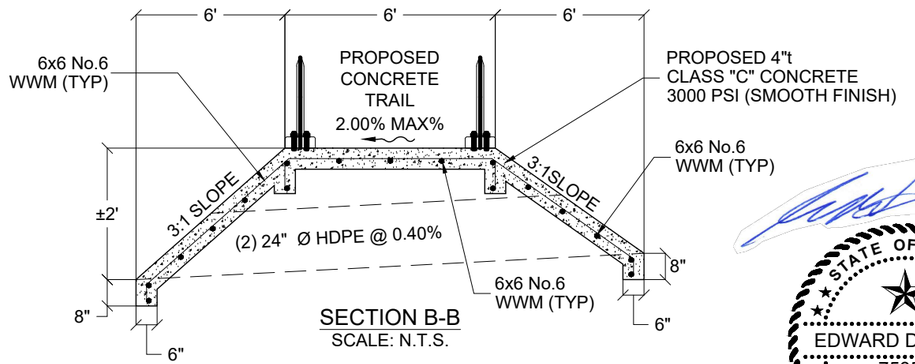


TRAIL E @ CONCRETE DRAINAGE CHANNEL XING SCHEMATIC
SCALE: N.T.S.

NOTES
1. **ESTIMATED QUANTITIES**
   CONCRETE RIP-RAP 500 S.F.



SECTION A-A
SCALE: N.T.S.

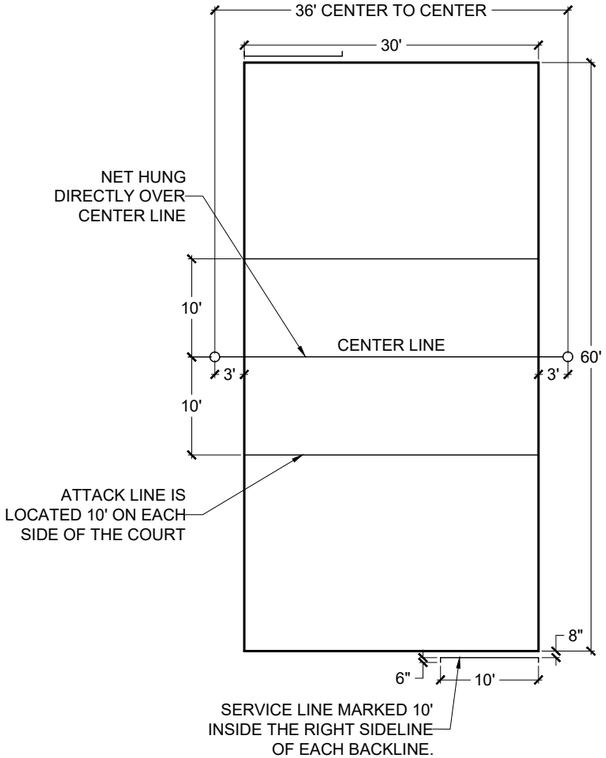


SECTION B-B
SCALE: N.T.S.

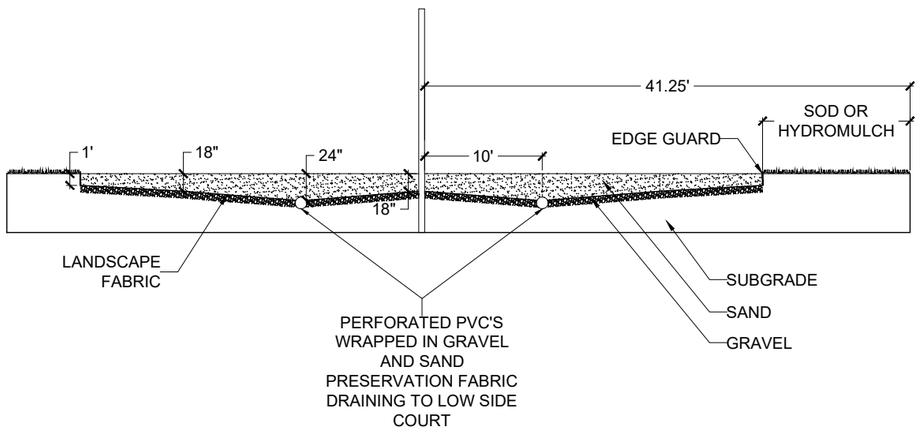
STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER
8/3/2021

PLAN OF RECORD

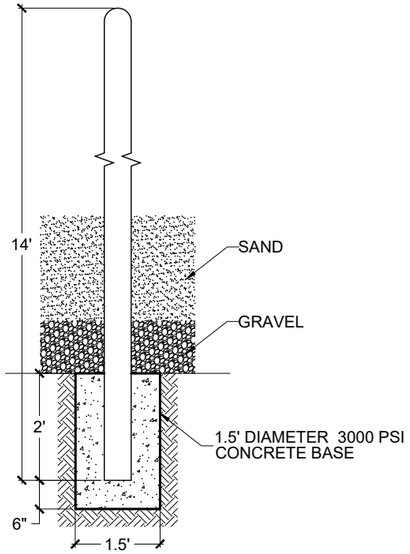
DATE: 5/29/2020 PROFILE SCALE: H: 1"=40' V: 1"=4' REVISED: 6-10-21	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	Southern Development Park Improvement Plans	TRAIL E PROFILE FIELD CHANGE #2 CONCRETE RIP-RAP AT DRAINAGE XING ALONG TRAIL	11



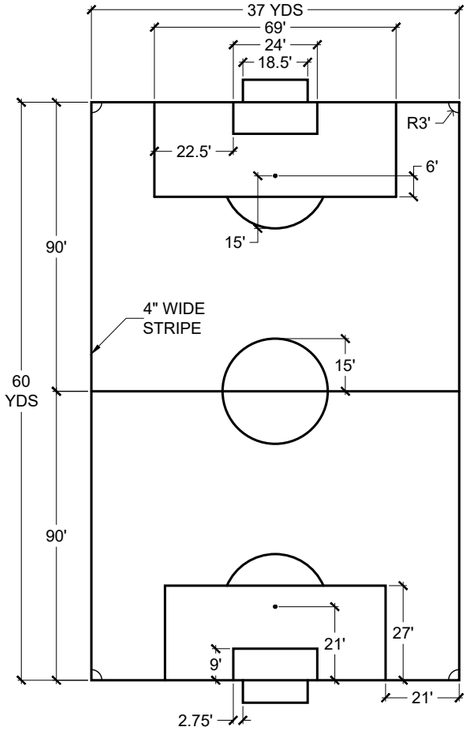
SAND VOLLEYBALL CONFIGURATION PLAN VIEW
N.T.S



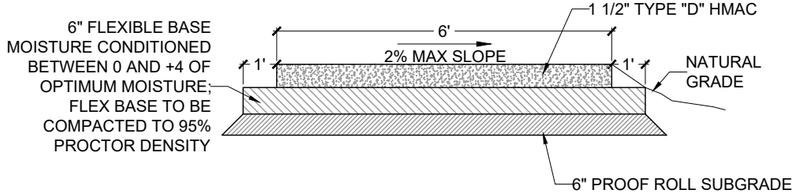
SAND VOLLEYBALL CONFIGURATION PROFILE VIEW
N.T.S



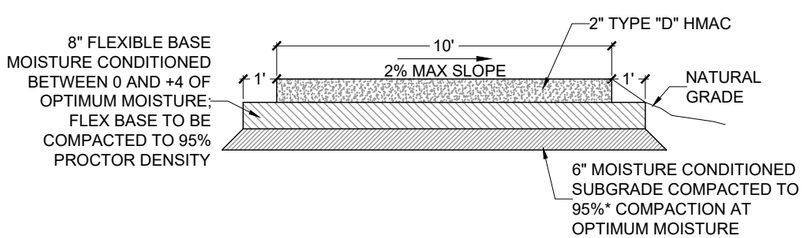
VOLLEYBALL POST FOOTING DETAIL
N.T.S



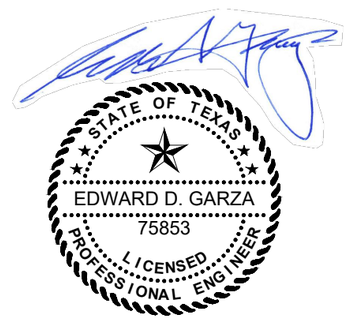
U10 Soccer Field
N.T.S



TYPICAL 6' TRAIL X-SECTION
N.T.S



TYPICAL 10' TRAIL X-SECTION
N.T.S

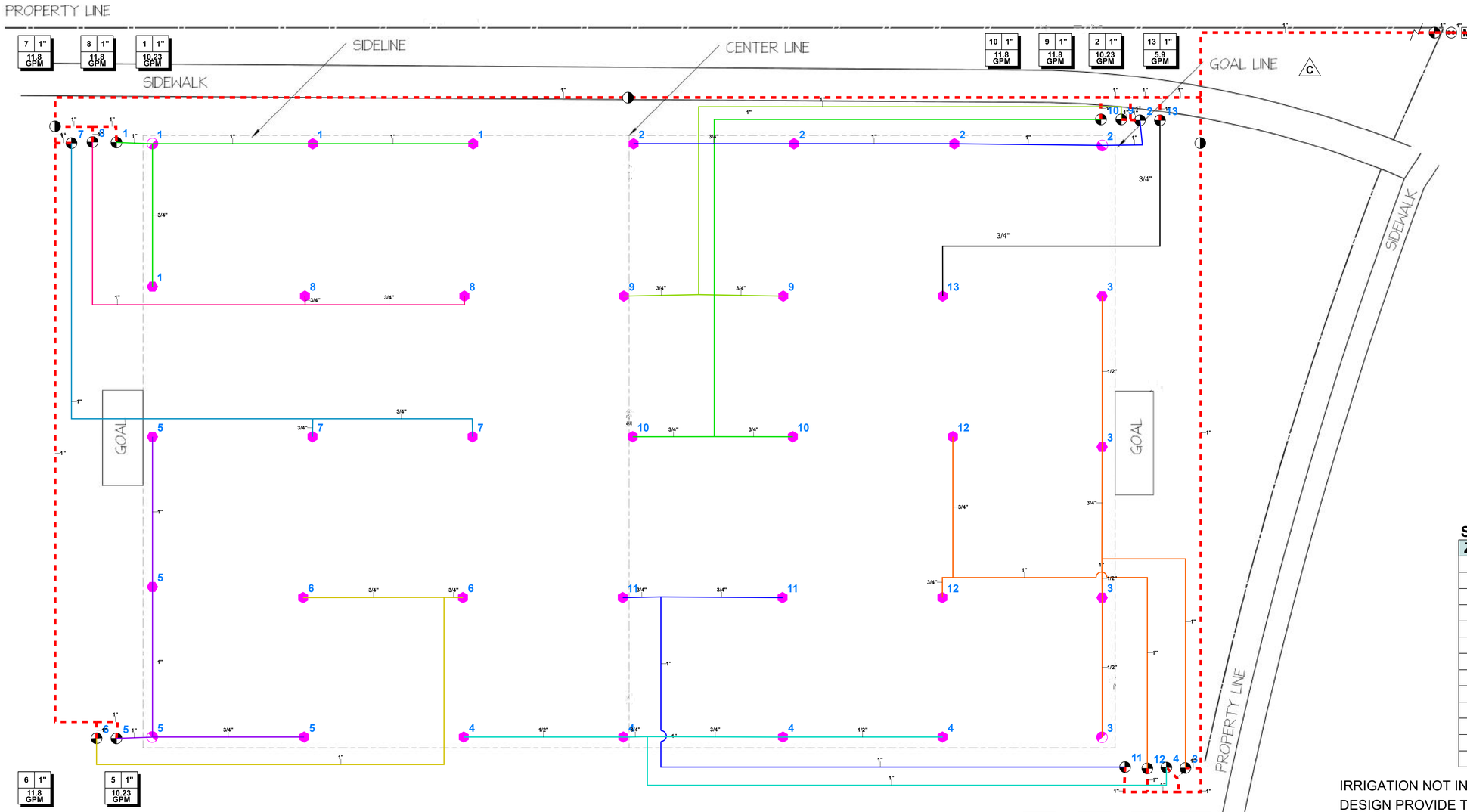


PLAN OF RECORD

DATE: 5/29/2020 SCALE: N.T.S	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	*Southern Development Park Improvement Plans*	SAND VOLLEYBALL COURT TRAIL/SOCCERFIELD DETAIL'S	12

SOUTHERN DEVELOPMENT PARK IMPROVEMENT
SOCCER FIELD IRRIGATION PLAN - LAREDO, TX

PLANT OWNED BY:
COLORSCAPES, INC - LAREDO, TX



SCALE: 1" = 10'

0 5 10 20
1" = 10'

Water Source #1	
Meter Size	1 inch meter
Static Pressure	55 psi
Elevation Change	0 ft

Service Line Information	
Pipe Category	
Pipe Size	
Length	0 ft
Velocity	5 fps

Recommendations	
Maximum Recommended Flow	30 gpm
Available Working Pressure	49.5 psi

Sprinkler Zone Data

Zone #	Total Area	Total Flow	Precip Rate
1	2972.39 Sq/Ft	10.23 gpm	0.33 in/hr
2	3225.39 Sq/Ft	10.23 gpm	0.31 in/hr
3	2849.21 Sq/Ft	10.23 gpm	0.35 in/hr
4	3955.04 Sq/Ft	11.64 gpm	0.28 in/hr
5	2857.58 Sq/Ft	10.23 gpm	0.34 in/hr
6	4524.02 Sq/Ft	11.8 gpm	0.25 in/hr
7	4526.95 Sq/Ft	11.8 gpm	0.25 in/hr
8	4520.54 Sq/Ft	11.8 gpm	0.25 in/hr
9	4520.54 Sq/Ft	11.8 gpm	0.25 in/hr
10	4526.95 Sq/Ft	11.8 gpm	0.25 in/hr
11	4524.02 Sq/Ft	11.8 gpm	0.25 in/hr
12	4537.94 Sq/Ft	11.8 gpm	0.25 in/hr
13	2827.64 Sq/Ft	5.9 gpm	0.2 in/hr

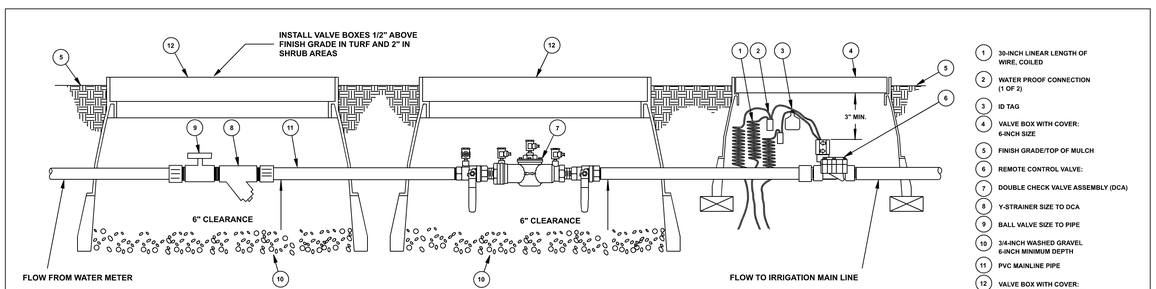
IRRIGATION NOT INSTALLED WITH THIS PROJECT.
DESIGN PROVIDE TO CITY BY DEVELOPER FOR CITY TO INSTALL IN HOUSE.

Run Set: 6

Water Source #1	
Type	Meter
Static Pressure	55 psi
Service Line	0 psi
Meter Loss	0.766 psi

Mainline Components	
Backflow Loss	6.635 psi
Master Valve Loss	0 psi
Filter Loss	0 psi

Zone 6 @ 11.8 gpm	
Mainline Loss	13 psi
Valve Loss	5.918 psi
Lateral Loss	3.361 psi
Fittings Loss	1.636 psi
Elevation	0 psi
Sprinkler Requirement	25 psi
Total Design Pressure	54.682 psi
Residual Pressure	0.318 psi



DOUBLE CHECK ASSEMBLY BELOW GRADE

STATIC PRESSURE AT APPROX. SOURCE LOCATION ON PLAN MUST MEET 55psi, AS SHOWN

ALL SYSTEM COMPONENTS MUST BE INSTALLED UTILIZING MANUFACTURERS' REQUIREMENTS & RECOMMENDATIONS, W/ ACCEPTABLE INDUSTRY STANDARDS. FOR ADDITIONAL INSTALL-SPECS., CONTACT DESIGNER

Irrigation

Quantity	Symbol	Description	Pressure	Flow	Radius
Sprinklers					
4		Rain Bird 5000 Series 2.0 - 5006-PC-SAM	25 psi	1.5 gpm	35 ft
16		Rain Bird 5000 Series 4.0 - 5006-PL-PC-SAM	25 psi	2.91 gpm	37 ft
15		Rain Bird 5000 Series 8.0 - 5004-PL-FC	25 psi	5.9 gpm	36 ft
Meters/Pumps					
1	M	1 inch meter			
Backflow Assemblies					
1	DC	Febco 850 - 1"			
Control Valves					
14		Rain Bird 100-PGA Globe			
Irrigation Accessories					
3		Rain Bird 7			
1		Rain Bird ESP-LXD			
Lateral Line Pipe					
120 ft		Schedule 40 1/2"			
353 ft		Schedule 40 3/4"			
1059 ft		Schedule 40 1"			
Mainline Pipe					
602 ft		Schedule 40 1"			

STATE OF TEXAS
LICENSED IRRIGATOR
THOMAS NEIL HUDDLE
18109

JUNE, 6th 2020

IMPORTANT NOTE:
THIS DESIGN IS TO BE USED AS A REFERENCE FOR BIDDING PURPOSES ONLY

INSTALLER MUST CONFIRM ADEQUATE HYDRAULIC CALCULATIONS FOR ACCEPTABLE SYSTEM PERFORMANCE. DESIGNER HAS NO RESPONSIBILITY WHATSOEVER IN THE FINAL PRODUCT, INCLUDING BUT NOT LIMITED TO SUFFICIENT PRESSURE, FLOW, AND MATERIAL QUANTITIES

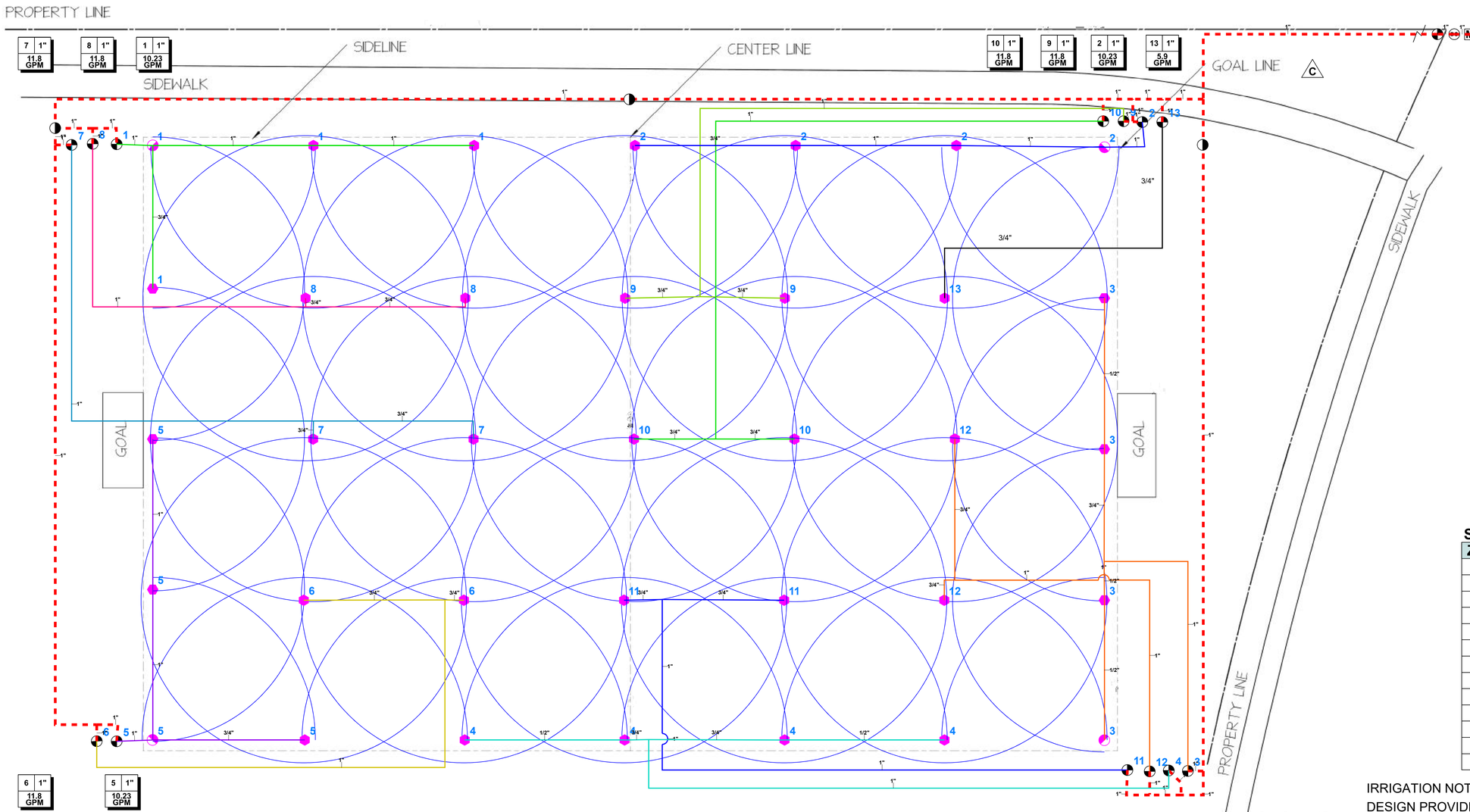
1045

SOUTHERN DEVELOPMENT PARK IMPROVEMENT
SOCCER FIELD IRRIGATION PLAN - LAREDO, TX

PLANT OWNED BY:
COLORSCAPES, INC - LAREDO, TX

SCALE: 1" = 10'

0 5 10 20
1" = 10'



Water Source #1	
Meter Size	1 inch meter
Static Pressure	55 psi
Elevation Change	0 ft

Service Line Information	
Pipe Category	
Pipe Size	
Length	0 ft
Velocity	5 fps

Recommendations	
Maximum Recommended Flow	30 gpm
Available Working Pressure	49.5 psi

Sprinkler Zone Data

Zone #	Total Area	Total Flow	Precip Rate
1	2972.39 Sq/Ft	10.23 gpm	0.33 in/hr
2	3225.39 Sq/Ft	10.23 gpm	0.31 in/hr
3	2849.21 Sq/Ft	10.23 gpm	0.35 in/hr
4	3955.04 Sq/Ft	11.64 gpm	0.28 in/hr
5	2857.58 Sq/Ft	10.23 gpm	0.34 in/hr
6	4524.02 Sq/Ft	11.8 gpm	0.25 in/hr
7	4526.95 Sq/Ft	11.8 gpm	0.25 in/hr
8	4520.54 Sq/Ft	11.8 gpm	0.25 in/hr
9	4520.54 Sq/Ft	11.8 gpm	0.25 in/hr
10	4526.95 Sq/Ft	11.8 gpm	0.25 in/hr
11	4524.02 Sq/Ft	11.8 gpm	0.25 in/hr
12	4537.94 Sq/Ft	11.8 gpm	0.25 in/hr
13	2827.64 Sq/Ft	5.9 gpm	0.2 in/hr

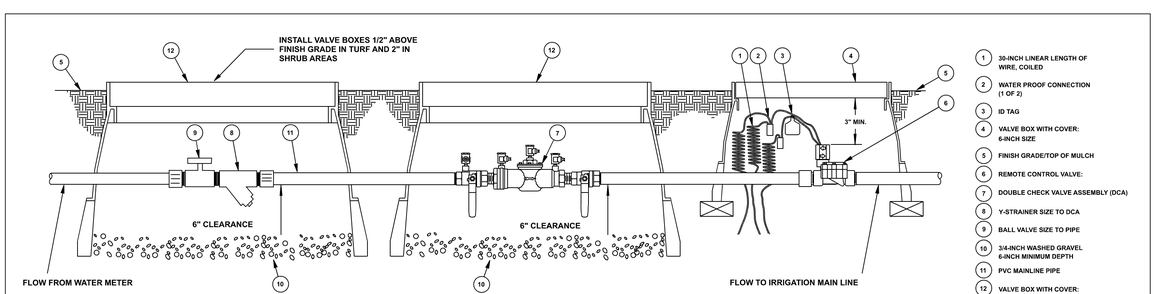
IRRIGATION NOT INSTALLED WITH THIS PROJECT.
DESIGN PROVIDE TO CITY BY DEVELOPER FOR CITY TO INSTALL IN HOUSE.

Run Set: 6

Water Source #1	
Type	Meter
Static Pressure	55 psi
Service Line	0 psi
Meter Loss	0.766 psi

Mainline Components	
Backflow Loss	6.635 psi
Master Valve Loss	0 psi
Filter Loss	0 psi

Zone 6 @ 11.8 gpm	
Mainline Loss	13 psi
Valve Loss	5.918 psi
Lateral Loss	3.361 psi
Fittings Loss	1.636 psi
Elevation	0 psi
Sprinkler Requirement	25 psi
Total Design Pressure	54.682 psi
Residual Pressure	0.318 psi



DOUBLE CHECK ASSEMBLY BELOW GRADE

STATIC PRESSURE AT APPROX. SOURCE LOCATION ON PLAN MUST MEET 55psi, AS SHOWN

ALL SYSTEM COMPONENTS MUST BE INSTALLED UTILIZING MANUFACTURERS' REQUIREMENTS & RECOMMENDATIONS, W/ ACCEPTABLE INDUSTRY STANDARDS. FOR ADDITIONAL INSTALL-SPECS., CONTACT DESIGNER

Irrigation

Symbol	Description	Pressure	Flow	Radius
Sprinklers				
	Rain Bird 5000 Series 2.0 - 5006-PC-SAM	25 psi	1.5 gpm	35 ft
	Rain Bird 5000 Series 4.0 - 5006-PL-PC-SAM	25 psi	2.91 gpm	37 ft
	Rain Bird 5000 Series 8.0 - 5004-PL-FC	25 psi	5.9 gpm	36 ft
Meters/Pumps				
M	1 inch meter			
Backflow Assemblies				
DC	Febco 850 - 1"			
Control Valves				
	Rain Bird 100-PGA Globe			
Irrigation Accessories				
	Rain Bird 7			
	Rain Bird ESP-LXD			
Lateral Line Pipe				
	Schedule 40 1/2"			
	Schedule 40 3/4"			
	Schedule 40 1"			
Mainline Pipe				
- - - -	Schedule 40 1"			

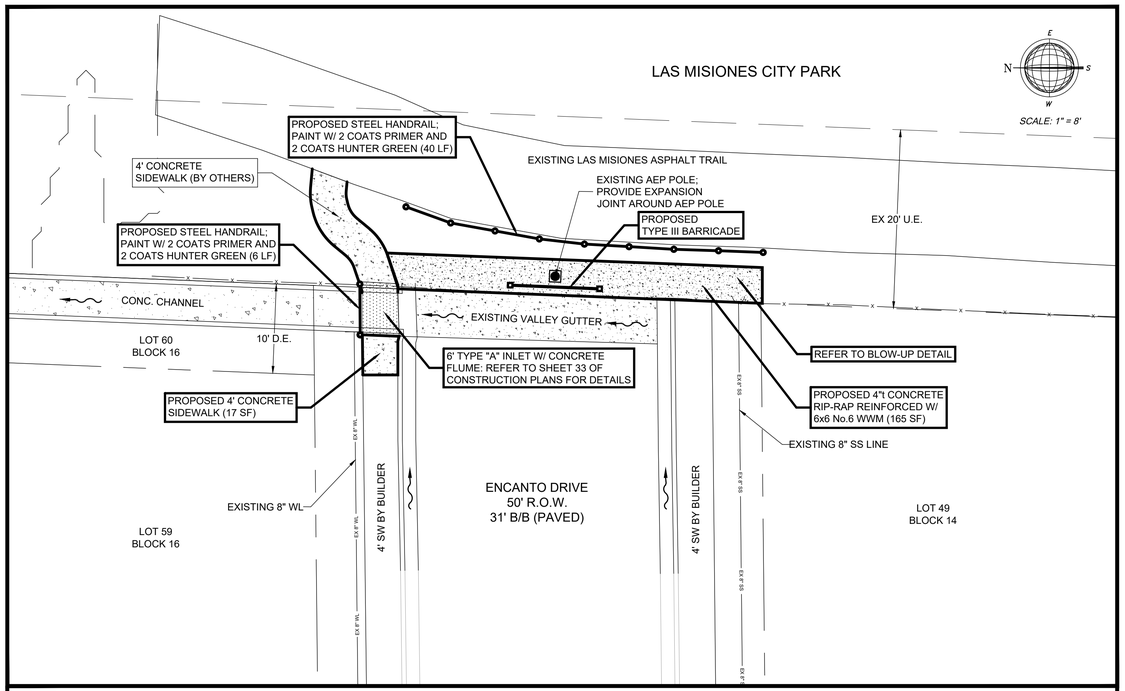
STATE OF TEXAS
THOMAS NEIL HUDDLESTON
18109
LICENSED IRRIGATOR

JUNE, 6th 2020

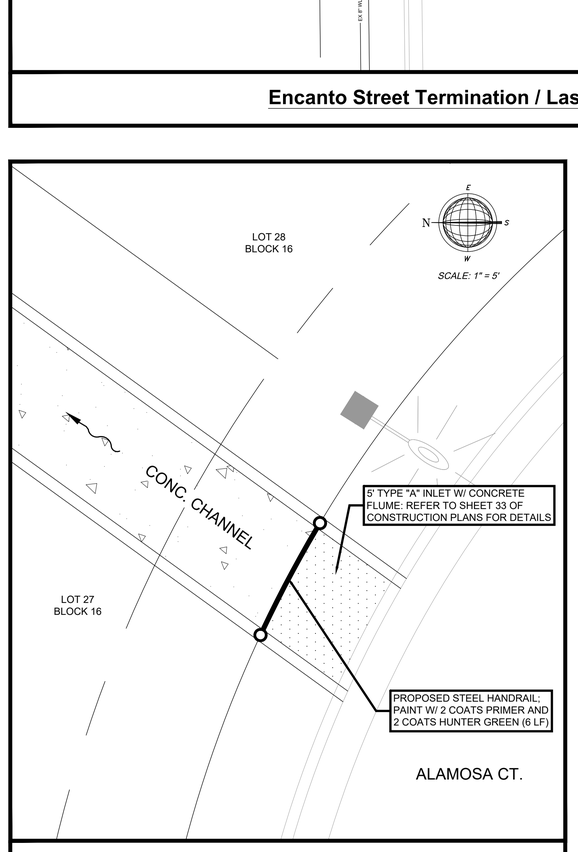
IMPORTANT NOTE:
THIS DESIGN IS TO BE USED AS A REFERENCE FOR BIDDING PURPOSES ONLY

INSTALLER MUST CONFIRM ADEQUATE HYDRAULIC CALCULATIONS FOR ACCEPTABLE SYSTEM PERFORMANCE. DESIGNER HAS NO RESPONSIBILITY WHATSOEVER IN THE FINAL PRODUCT, INCLUDING BUT NOT LIMITED TO SUFFICIENT PRESSURE, FLOW, AND MATERIAL QUANTITIES

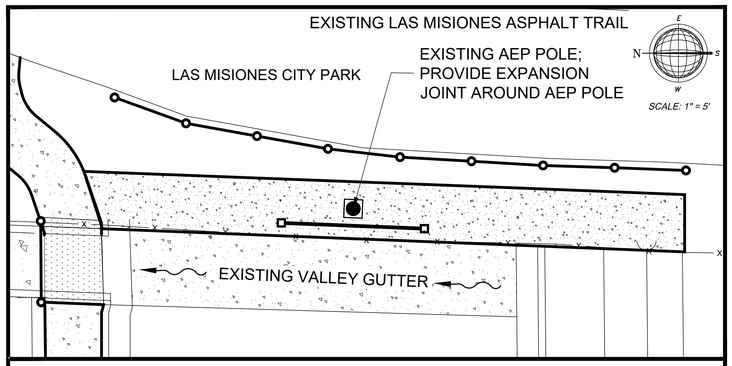
1046



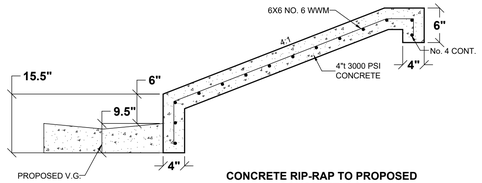
Encanto Street Termination / Las Misiones Park Improvements



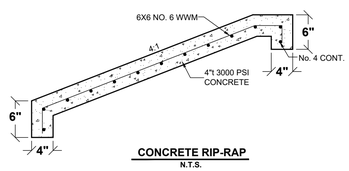
Alamosa Ct. Proposed Handrail at Sidewalk/Flume



EMBANKMENT BLOW-UP

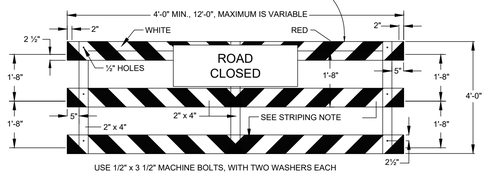


CONCRETE RIP-RAP TO PROPOSED CONCRETE V.G.
N.T.S.

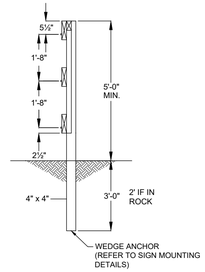


CONCRETE RIP-RAP
N.T.S.

WHEN WOOD BARRICADES ARE USED AND WHEN RED AND WHITE STRIPES ARE REQUIRED ON THE BACKSIDE, A 2" x 8" RAIL MAY BE USED IN LIEU OF THE 1" x 8" RAIL AND 2" x 4" STIFFENER. OTHERWISE THE RAIL SHOULD BE FABRICATED AS DETAILED.



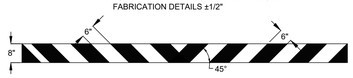
PANEL FOR TYPE III BARRICADE
N.T.S.



POST FOR TYPE III BARRICADE
N.T.S.

BARRICADE DETAILS

LUMBER SIZES ARE NOMINAL DIMENSIONS
FABRICATION DETAILS ±1/2"



STRIPING FOR BARRICADE

WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY, IT IS DESIRABLE THAT THE STRIPES SLOPE DOWNWARD TOWARDS WHICH TRAFFIC MUST TURN IN DETOURING. WHEN BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, THE CHEVRON STRIPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.

STRIPING SHOULD COVER FULL WIDTH OF THE RAIL. STRIPING OF RAILS, PANELS AND GATES FOR THE RIGHT SIDE OF THE ROADWAY IS SHOWN ABOVE. FOR THE SIDE OF THE ROADWAY, STRIPING SHOULD SLOPE DOWNWARD TO THE RIGHT.

FOR ALL TYPES OF BARRICADES WITH RAILS LESS THAN 3'-0" LONG STRIPES 4" WIDE SHALL BE USED.

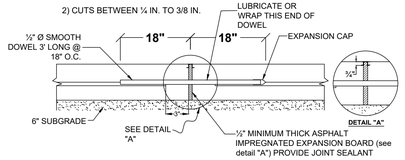
THE 8" RAIL WIDTH IS A NORMAL DIMENSION FOR RAILS MADE OF LUMBER.

IDENTIFICATION MARKINGS MAY BE SHOWN ONLY ON BACK SIDE OF BARRICADE RAILS.

NOTES:

1) JOINT WIDTH, BETWEEN 1/10 TO 1/8 IN.TO REMAIN UNSEALED .

2) CUTS BETWEEN ¼ IN. TO 3/8 IN.



ISOLATION JOINT
N.T.S.

NOTES ON SIDEWALK CONSTRUCTION:

1.- CONCRETE SHALL BE CLASS "A" (3000 PSI)

2.- ONE-HALF (1/2) INCH THICK MINIMUM PREFORMED BITUMINOUS JOINT MATERIAL SET 3/4 INCHES BELOW FINISHED SURFACE SHALL BE INSTALLED AT EXPANSION JOINTS AS SHOWN IN PLAN ABOVE.

3.- DOWELS SHALL BE PLAIN BARS AND SHALL HAVE ONE HALF (1/2) THE BAR WRAPPED WITH 2 LAYERS OF ROOFING FELT.

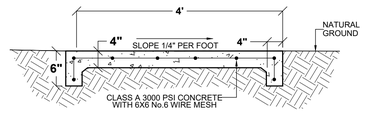
4.- 6"X 6" N 6/6 WIRE MESH SHALL BE USED AS REINFORCEMENT (ALT. LAYER 6"X 6" N 10/10 ACCEPTABLE.)

5.- THE FINISH SHALL BE SEMI SMOOTH WITH A STIFF BROOM OR BRUSH FINISH.

6.- CONTROL JOINTS SHALL BE SCORED AT SPACING EQUAL TO WIDTH OF SIDEWALK.

7.- EXPANSION JOINTS AT MAX. 80-FOOT SPACING WITH 18" LONG SMOOTH DOWELS @ 16" C.C. & 1/2" MIN. BITUMINOUS EXPANSION JOINT MATERIAL.

8.- FULL WIDTH FORMS WILL BE USED.



TYPICAL SIDEWALK DETAIL
N.T.S.

GENERAL NOTES

1. GRADE RIP-RAP AND SIDEWALK AREA TO PROVIDE STABLE SUBGRADE SECTION TO RECEIVE CONCRETE.
2. PAINT HANDRAIL WITH 2 COATS OF PRIMER AND 2 COATS OF HUNTER GREEN PAINT.
3. COORDINATE WITH CITY INSPECTOR.

ESTIMATED QUANTITIES	
4' CONCRETE SIDEWALK	17 SF
4"t CONCRETE RIP-RAP	165 SF
STEEL HANDRAIL	52 LF
TYPE III BARRICADE	1 EA

PLAN OF RECORD

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

12/04/2020

No.	Revision/Issue	Date

FIRM NAME AND ADDRESS
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

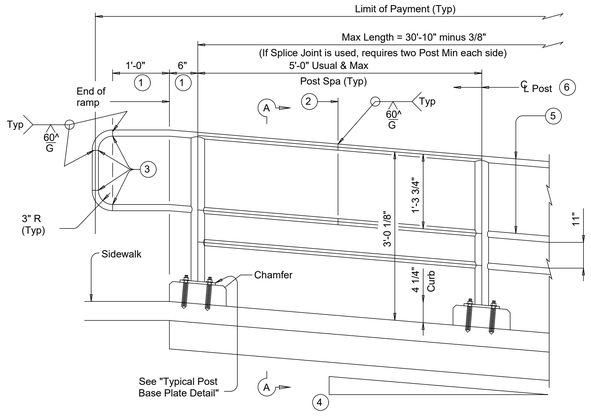
Project Name and Address

SOUTHERN DEVELOPMENT, PARK IMPROVEMENT PLANS LAREDO, TX.

Sheet Title

FIELD CHANGE #1

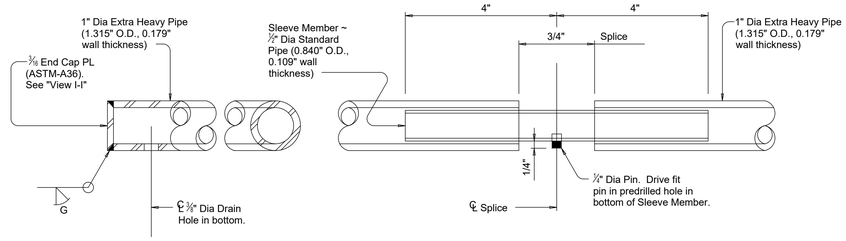
Date	Sheet
12/4/2020	15
Scale	
AS NOTED	



TY A

ELEVATION

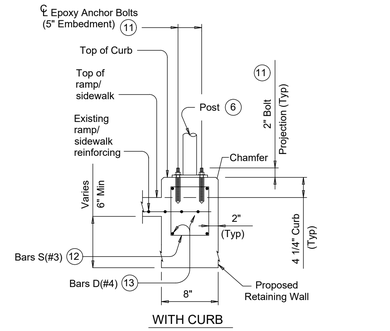
(Shop Splices and Splice Joints only shown on one Type for clarity)



AT TYPE W HANDRAIL END CAPS

AT SPLICE JOINTS

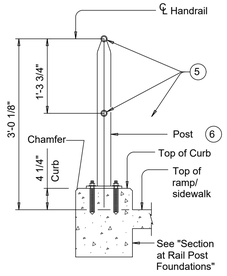
HANDRAIL FABRICATION DETAILS



WITH CURB

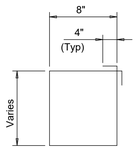
SECTION AT RAIL POST FOUNDATIONS

RECOMMENDED USAGE 9 10	
Dropoff Height/ Condition	Recommended Rail Options
< 30" dropoff	TY A, TY B, TY C, or TY D
≥ 30" dropoff, or along Bike Path	TY E or TY F

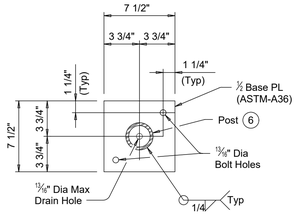


SECTION A-A

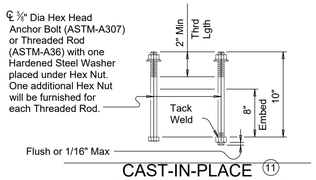
(Showing Handrail Ty A)



BARS S (#3)



TYPICAL POST BASE PLATE DETAIL



CAST-IN-PLACE ANCHOR BOLT OPTIONS 11

(Used for Post Base Plate only)

1. Parallel to ground.

2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.

5. 1" Dia Extra Heavy Pipe (1.315" O.D., 0.179" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1" Dia pipe for galvanizing drainage and venting.

6. 2 ½" Dia Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit Dia of top rail. Provide holes as needed in post for galvanizing drainage and venting.

7. See "Handrail Fabrication Details" for Splice Joints.

8. L ⅝" Dia Round Bar Eq Spa at 4 ½" Max. Plumb all pickets.

9. When needed for accessibility (grade > 5 percent) or as needed for pedestrian safety.

10. Not to be used on bridges.

11. See "General Notes" for anchor bolt information.

GENERAL NOTES

PLAN OF RECORD

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

12/04/2020

No.	Revision/Issue	Date

FIRM NAME AND ADDRESS
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Project Name and Address

SOUTHERN DEVELOPMENT, PARK IMPROVEMENT PLANS LAREDO, TX.

Sheet Title

FIELD CHANGE #1

Date 6/23/2022

Scale N.T.S.

Sheet 16

CITY OF LAREDO
ENGINEERING DEPARTMENT

February 10, 2021

359 – IP Development, Inc.
10410 Medical Loop, Suite 5B
Laredo, TX 78045

RE: Southern Development, Unit IV

To whom it may concern:

We are in receipt of completion of project warranty documentation and As-BUILTS plans for the improvements of the above referred.

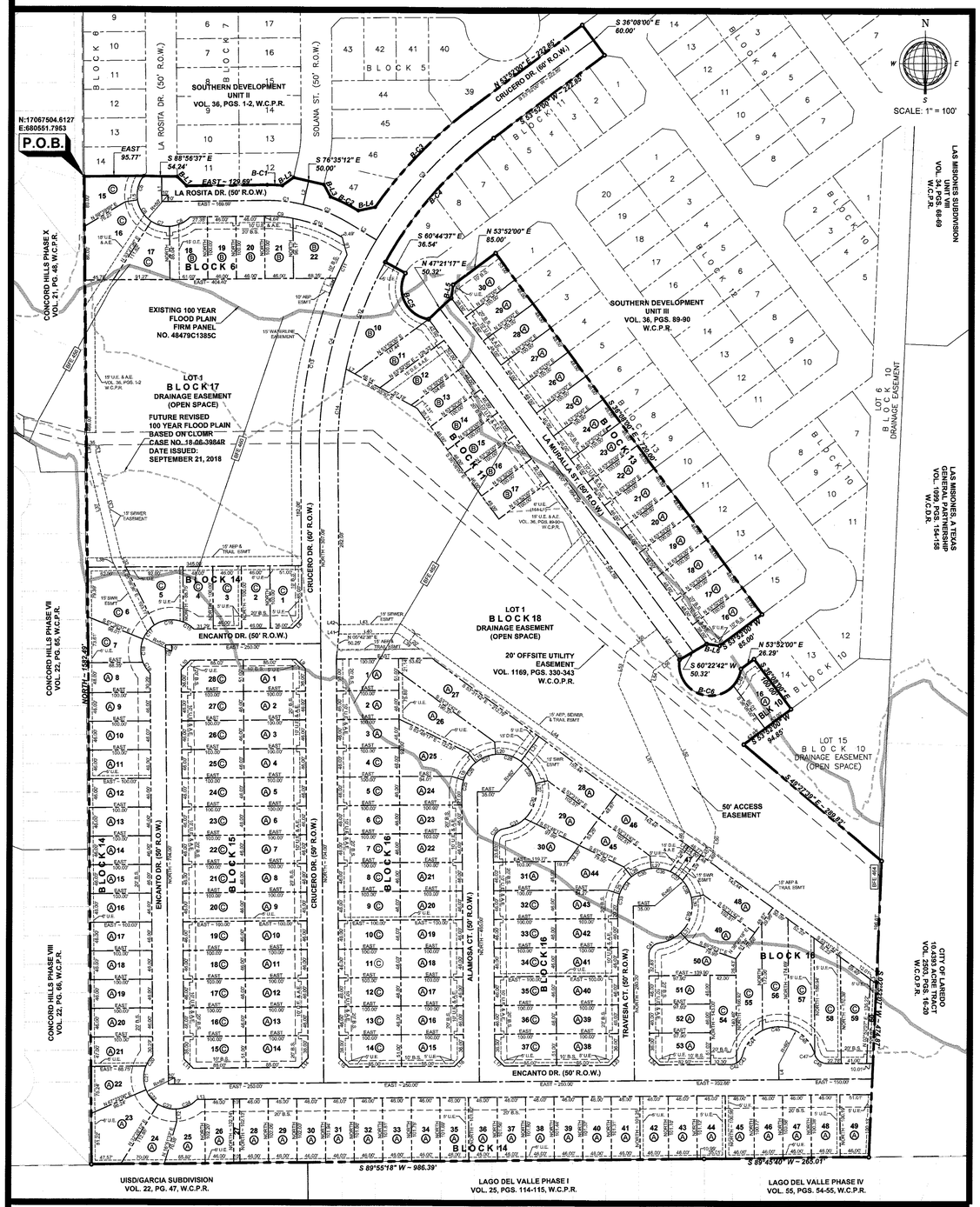
Our office has also inspected said improvements and is satisfied that same have been constructed in accordance with plans and specifications.

In consideration of the above, we hereby accept the project as complete and on behalf of the City of Laredo accept the construction of the public improvements conditioned on the **one year** warranty, and **two-year** warranty for any pavement on local collectors, local streets less or equal to five hundred (500) feet.

Sincerely,

Ramon E. Chavez, P.E.
City Engineer

Cc: Edward D. Garza, P.E., CFM, Crane Engineering
Engineering Department Files



LEGAL DESCRIPTION - 37.16 ACRE TRACT

A tract of land containing 37.16 acres, more or less, out of a 119.448 acre tract conveyed in deed to 359-IP DEVELOPMENT, INC., as recorded in Volume 4512, Pages 415-421, W.C.O.P.R., said tract being out of Share "A" of the Partition of the Antonio Cavazos 238.896 acre tract in Porciones No. 31 and No. 32, Webb County, Texas, being more fully described by metes and bounds in that certain copy of said agreement being of record in Volume 478, Pages 61-69, W.C.D.R.; this tract of land containing 37.16 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" diameter iron rod, same point being the Southwest corner of Southern Development, Unit II, as recorded in Volume 36, Pages 1-2, W.C.P.R., a point along the East boundary of Concord Hills Phase X as recorded in Volume 21, Page 48, W.C.P.R., and exterior corner hereof;

THENCE along the common boundary of Southern Development, Unit II and this tract, the following calls and distances:

East, a distance of 95.77 feet to a found ½" diameter iron rod and exterior corner hereof;

S 88° 56' 37" E, a distance of 54.24 feet to a found ½" diameter iron rod and exterior corner hereof;

S 45° 00' 00" E, a distance of 21.21 feet to a found ½" diameter iron rod and interior corner hereof;

EAST, a distance of 129.69 feet to a found ½" diameter iron rod for a point of curvature right and exterior corner hereof;

Along said curve right having a radius of 275.00 feet, delta angle of 05° 04' 19", tangent of 12.18 feet, chord bearing of S 87° 27' 50" E and chord distance of 24.34 feet, a curve distance of 24.34 feet to a found ½" diameter iron rod and interior corner hereof;

N 55° 01' 27" E, a distance of 22.43 feet to a found ½" diameter iron rod and exterior corner hereof;

S 76° 35' 12" E, a distance of 50.00 feet to a found ½" diameter iron rod and exterior corner hereof;

S 28° 11' 50" E, a distance of 22.43 feet to a found ½" diameter iron rod for a point of curvature right and interior corner hereof;

Along said curve right having a radius of 275.00 feet, delta angle of 10° 22' 25", tangent of 24.96 feet, chord bearing of S 63° 03' 29" E and chord distance of 49.72 feet, a curve distance of 49.79 feet to a found ½" diameter iron rod and interior corner hereof;

N 79° 14' 28" E, a distance of 28.30 feet to a found ½" diameter iron rod for a point of curvature right and interior corner hereof;

Along said curve right having a radius of 680.00 feet, delta angle of 18° 45' 15", tangent of 112.29 feet, chord bearing of N 44° 29' 22" E and chord distance of 221.59 feet, a curve distance of 222.58 feet to a found ½" diameter iron rod and exterior corner hereof;

N 53° 52' 00" E, a distance of 222.85 feet to a set ½" diameter iron rod, same point being an exterior corner of Southern Development, Unit III as recorded in Volume 36, Pages 89-90, W.C.P.R. and exterior corner hereof;

THENCE along the common boundary of Southern Development, Unit III and this tract, the following calls and distances:

S 36° 08' 00" E, a distance of 60.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 53° 52' 00" W, a distance of 222.85 feet to a set ½" diameter iron rod for a point of curvature left and interior corner hereof;

Along said curve left having a radius of 620.00 feet, delta angle of 24° 36' 36", tangent of 135.24 feet, chord bearing of S 41° 33' 41" W and chord distance of 264.26 feet, a curve distance of 266.31 feet to a set ½" diameter iron rod and interior corner hereof;

S 60° 44' 37" E, a distance of 36.54 feet to a set ½" diameter iron rod for a point of curvature left and exterior corner hereof;

Along said curve left having a radius of 50.00 feet, delta angle of 110° 57' 46", tangent of 72.70 feet, chord bearing of S 26° 13' 30" E and chord distance of 82.39 feet, a curve distance of 96.83 feet to a set ½" diameter iron rod and interior corner hereof;

N 47° 21' 17" E, a distance of 50.32 feet to a set ½" diameter iron rod and interior corner hereof;

N 08° 52' 00" E, a distance of 21.21 feet to a set ½" diameter iron rod and exterior corner hereof;

N 53° 52' 00" E, a distance of 85.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 36° 08' 00" E, a distance of 720.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 53° 52' 00" W, a distance of 85.00 feet to a set ½" diameter iron rod and interior corner hereof;

N 81° 08' 00" W, a distance of 21.21 feet to a set ½" diameter iron rod and interior corner hereof;

S 60° 22' 42" W, a distance of 50.32 feet to a set ½" diameter iron rod for a point of curvature left and interior corner hereof;

Along said curve left having a radius of 50.00 feet, delta angle of 181° 08' 46", tangent of 4999.50 feet, chord bearing of S 81° 08' 00" E and chord distance of 99.99 feet, a distance of 158.08 feet to a set ½" diameter iron rod and exterior corner hereof;

N 53° 52' 00" E, a distance of 26.29 feet to a set ½" diameter iron rod and exterior corner hereof;

S 36° 08' 00" E, a distance of 100.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 53° 52' 00" W, a distance of 94.85 feet to a set ½" diameter iron rod and interior corner hereof;

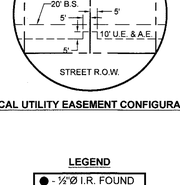
S 49° 27' 39" E, a distance of 289.82 feet to a set ½" diameter iron rod, same being a point along the West boundary of the City of Laredo 10.4393 acre tract as recorded in Volume 2503, Pages 16-20, W.C.O.P.R. and exterior corner hereof;

THENCE S 02° 52' 07" W, along the common boundary line of the 10.4393 acre tract and this tract, a distance of 474.87 feet to a set ½" diameter iron rod, same being a point along the North boundary of Lago Del Valle Phase IV as recorded in Volume 55, Pages 54-55, W.C.P.R. and Southeast corner hereof;

THENCE S 89° 45' 40" W, along the common boundary of Lago Del Valle Phase IV and this tract, a distance of 265.01 feet to a set ½" diameter iron rod, same point being the Northeast corner of Lago Del Valle Phase I as recorded in Volume 25, Pages 114-115, W.C.P.R. and interior corner hereof;

THENCE S 89° 55' 18" W, along the common boundary of Lago Del Valle Phase I, continuing along said bearing a distance of 638.00 feet past a point being the Northwest corner of Lago Del Valle Phase I and Northeast corner of UISD / Garcia Subdivision as recorded in Volume 22, Page 47, W.C.P.R., continuing along said bearing a total distance of 986.39 feet to a set ½" diameter iron rod, same being a point along the North boundary of UISD / Garcia Subdivision, southeast corner of Concord Hills Phase VIII as recorded in Volume 22, Page 66, W.C.P.R. and Southwest corner hereof;

THENCE NORTH along the common boundary of Concord Hills Phase VIII, continuing along said bearing a distance of 506.00 feet past a point being the Northeast corner of Concord Hills Phase VIII and Southeast corner of Concord Hills Phase VII as recorded in Volume 22, Page 65, W.C.P.R., continuing along said bearing a distance of 605.07 feet past a point being the Northeast corner of Concord Hills Phase VII and Southeast corner of Concord Hills Phase X, continuing along said bearing a total distance of 1582.49 feet to the **POINT OF BEGINNING**, containing within these metes and bounds, 37.16 acres, more or less.



TYPICAL UTILITY EASEMENT CONFIGURATION

LEGEND

● - ½"Ø I.R. FOUND
○ - ½"Ø I.R. SET

BASIS OF BEARINGS

SOUTHERN DEVELOPMENT INDUSTRIAL PARK UNIT I VOL. 13, PG. 18, W.C.P.R.

NOTES

1. DRIVEWAYS, SIDEWALKS, AND TREES WILL BE INSTALLED AT THE TIME OF ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
2. ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.
3. NO GARAGE OR CARPORT WHICH RECEIVES ACCESS FROM SIDE YARD ON ANY CORNER LOT SHALL BE LOCATED LESS THAN TWENTY (20) FEET FROM PROPERTY LINE.
4. NO ACCESS ALLOWED FOR LOT 22, BLOCK 6, LOT 10, BLOCK 11 AND LOT 1, BLOCK 14 FROM CRUCERO DR.
5. GPS COORDINATE FOR POINT OF BEGINNING IS: N:17067504.6127 E: 680551.7953
6. ALL PROPERTIES LOCATED IN THE FLOOD PLAIN MUST BE ELEVATED TO 18" ABOVE BASE FLOOD ELEVATION.
7. LOT 27, BLOCK 14 IS AN UNBUILDABLE LOT AND IS TO BE USED AS A PEDESTRIAN ACCESS TO UISD SCHOOL.
8. LOT 47, BLOCK 16 IS AN UNBUILDABLE LOT AND IS TO BE USED AS A SECONDARY FIRE APPARATUS ACCESS ROAD.
9. LOT 60, BLOCK 16 IS AN UNBUILDABLE LOT AND IS TO BE USED AS A DRAINAGE EASEMENT. ALL DRAINAGE IMPROVEMENTS TO BE MAINTAINED BY WEBB COUNTY DRAINAGE DISTRICT.
10. THE SETBACK LINES INDICATED ON THE PLAT SHALL BE FOR REFERENCE ONLY. THE OFFICIAL SETBACK LINE SHALL BE DETERMINED BASED ON THE CURRENT ZONING DISTRICT IN ACCORDANCE TO SECTION 24.77.1 OF THE CITY OF LAREDO LAND DEVELOPMENT CODE.
11. LOTS 16-30, BLOCK 13, WILL RECEIVE DRAINAGE RUNOFF FROM LOTS 1-15, BLOCK 13, SOUTHERN DEVELOPMENT, UNIT III. BUILDERS AND HOME OWNERS SHALL NOT REVISE THE GRADES OR CONSTRUCT ANY IMPROVEMENTS IN SUCH A WAY AS TO IMPEDE THE ESTABLISHED DRAINAGE FLOW AS INDICATED ON THE POST DEVELOPMENT CONTOUR MAP. FENCE/WALL WHICH HAS THE POTENTIAL TO BLOCK DRAINAGE RUNOFF MUST BE CONSTRUCTED WITH ADEQUATE NUMBER AND SIZE OF OPENINGS TO PERMIT SURFACE WATER RUNOFF TO CONTINUE TO FLOW.
12. LOT 6, BLOCK 14, LOTS 1-14, BLOCK 15, LOTS 15-25, BLOCK 16, LOTS 38-43, BLOCK 16 AND LOTS 49-50, BLOCK 16 WILL RECEIVE DRAINAGE RUNOFF. BUILDERS AND HOME OWNERS SHALL NOT REVISE THE GRADES OR CONSTRUCT ANY IMPROVEMENTS IN SUCH A WAY AS TO IMPEDE THE ESTABLISHED DRAINAGE FLOW AS INDICATED ON THE POST DEVELOPMENT CONTOUR MAP. FENCE/WALL WHICH HAS THE POTENTIAL TO BLOCK DRAINAGE RUNOFF MUST BE CONSTRUCTED WITH ADEQUATE NUMBER AND SIZE OF OPENINGS TO PERMIT SURFACE WATER RUNOFF TO CONTINUE TO FLOW.
13. THE CITY OF LAREDO RESERVES THE RIGHT TO REQUIRE MINIMUM FINISHED FLOOR ELEVATIONS ON ANY LOT CONTAINED WITHIN THIS ADDITION. THE MINIMUM ELEVATIONS SHOWN ARE BASED ON THE MOST CURRENT INFORMATION AVAILABLE AT THE TIME THE PLAT IS FILED AND MAY BE SUBJECT TO CHANGE. ADDITIONAL LOTS, OTHER THAN THOSE SHOWN, MAY ALSO BE SUBJECT TO MINIMUM FINISHED FLOOR CRITERIA.

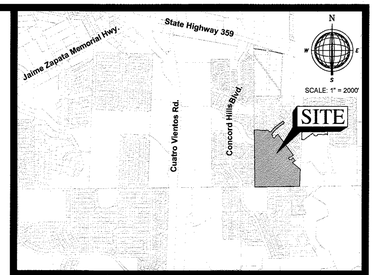
CURVE TABLE						
CURVE	RADIUS	ANGLE	TANGENT	CURVE LENGTH	CHORD	CHORD BEARING
B-C1	275.00'	05°04'19"	12.18'	24.34'	24.34'	S87°27'50"E
B-C2	275.00'	10°22'25"	24.96'	49.79'	49.72'	S63°03'29"E
B-C3	680.00'	18°45'15"	112.29'	222.58'	221.59'	N44°29'22"E
B-C4	620.00'	24°36'36"	135.24'	266.31'	264.26'	S41°33'41"W
B-C5	50.00'	110°57'46"	72.70'	96.83'	82.39'	S26°13'30"E
B-C6	50.00'	181°08'46"	4999.50'	158.08'	99.99'	S81°08'00"E
C1	250.00'	13°24'48"	29.40'	58.53'	58.39'	N83°17'36"W
C2	250.00'	17°59'28"	39.58'	78.50'	78.18'	N87°35'27"W
C3	650.00'	22°27'43"	129.07'	254.82'	253.19'	S42°38'08"W
C4	650.00'	31°24'17"	182.74'	356.28'	351.83'	S15°42'08"W
C5	50.00'	46°56'42"	21.71'	40.97'	39.83'	S14°50'37"W
C6	50.00'	47°54'40"	22.22'	41.81'	40.60'	S32°39'04"E
C7	50.00'	35°49'00"	16.16'	31.26'	30.75'	S74°26'54"E
C8	50.00'	43°12'59"	19.80'	37.71'	36.83'	N66°02'07"E
C9	225.00'	10°35'37"	20.96'	41.60'	41.54'	N84°42'11"W
C10	225.00'	20°48'39"	41.32'	81.72'	81.28'	N69°00'03"W
C11	680.00'	3°29'08"	20.69'	41.37'	41.36'	S25°52'11"W
C12	620.00'	16°58'39"	92.35'	183.35'	182.69'	S20°47'04"W
C13	680.00'	24°07'37"	145.33'	286.34'	284.23'	S12°03'48"W
C14	620.00'	12°18'45"	66.87'	133.23'	132.98'	S06°09'22"W
C15	50.00'	23°14'22"	10.28'	20.28'	20.14'	N56°42'48"W
C16	50.00'	55°50'36"	26.50'	48.73'	46.83'	S84°24'43"W
C17	50.00'	34°06'03"	15.33'	29.76'	29.32'	S35°28'24"W
C18	50.00'	43°29'23"	19.94'	37.95'	37.05'	S00°38'41"W
C19	50.00'	24°28'23"	10.84'	21.36'	21.19'	S33°20'12"E
C20	50.00'	23°14'21"	10.28'	20.28'	20.14'	S33°57'12"W
C21	50.00'	44°56'55"	20.68'	39.22'	38.23'	S00°08'26"E
C22	50.00'	34°54'55"	15.72'	30.47'	30.00'	S40°04'21"E
C23	50.00'	34°54'55"	15.72'	30.47'	30.00'	S74°59'16"E
C24	50.00'	43°07'39"	19.76'	37.64'	36.75'	N65°59'27"E
C25	60.00'	18°12'35"	9.62'	19.07'	18.99'	N09°06'17"E
C26	60.00'	33°25'00"	18.01'	34.99'	34.50'	N34°58'04"E
C27	60.00'	33°25'00"	18.01'	34.99'	34.50'	N68°20'04"E
C28	60.00'	41°25'43"	22.69'	43.38'	42.45'	S74°14'34"E
C29	60.00'	41°25'43"	22.69'	43.38'	42.45'	S32°48'51"E
C30	60.00'	58°53'29"	33.87'	61.67'	58.99'	S17°20'45"W
C31	60.00'	36°01'39"	19.51'	37.73'	37.11'	S64°48'19"W
C32	20.00'	82°49'09"	17.64'	28.91'	26.46'	S41°24'34"W
C33	60.00'	18°48'46"	9.94'	19.70'	19.61'	N09°34'22"E
C34	60.00'	32°48'49"	17.67'	34.36'	33.89'	N35°13'10"E
C35	60.00'	33°25'00"	18.01'	34.99'	34.50'	N68°20'04"E
C36	60.00'	29°53'30"	16.02'	31.30'	30.96'	S80°00'40"E
C37	60.00'	23°04'26"	12.25'	24.16'	24.00'	S53°31'42"E
C38	60.00'	29°53'30"	16.02'	31.30'	30.96'	S27°02'44"E
C39	60.00'	58°53'29"	33.87'	61.67'	58.99'	S17°20'45"W
C40	60.00'	36°01'39"	19.51'	37.73'	37.11'	S64°48'19"W
C41	20.00'	82°49'09"	17.64'	28.91'	26.46'	S41°24'34"W
C42	20.00'	29°01'08"	5.18'	10.13'	10.02'	N75°29'26"E
C43	20.00'	46°30'13"	8.59'	16.23'	15.79'	N37°43'46"E
C44	60.00'	50°05'58"	28.04'	52.46'	50.81'	N39°31'39"E
C45	60.00'	41°07'45"	22.51'	43.07'	42.15'	N85°08'30"E
C46	60.00'	59°48'59"	34.51'	62.64'	59.83'	S44°23'08"E
C47	20.00'	01°36'12"	0.28'	0.56'	0.56'	S15°16'45"E
C48	20.00'	73°55'09"	15.05'	25.80'	24.05'	S53°02'25"E
C49	50.00'	34°02'10"	15.30'	29.70'	29.27'	N25°18'42"E

LINE TABLE		
LINE	LENGTH	BEARING
B-L1	21.21'	S45°00'00"E
B-L2	22.43'	N55°01'27"E
B-L3	22.43'	S28°11'50"E
B-L4	28.30'	N79°14'28"E
B-L5	21.21'	N08°52'00"E
B-L6	21.21'	N81°08'00"W
L1	40.46'	SOUTH
L2	38.86'	S13°24'48"W
L3	53.03'	S59°35'43"E
L4	25.00'	SOUTH
L5	20.00'	N81°22'16"E
L6	29.00'	S15°04'12"E
L7	16.12'	S60°35'30"E
L8	21.21'	N45°00'00"E
L9	21.21'	S45°00'00"E
L10	21.21'	N45°00'00"E
L11	21.21'	S45°00'00"E
L12	20.00'	N02°26'43"W
L13	12.69'	EAST
L14	21.21'	N45°00'00"E
L15	21.21'	S45°00'00"E
L16	21.21'	N45°00'00"E
L17	21.21'	S45°00'00"E
L18	20.00'	S71°47'29"E
L19	20.00'	N38°22'26"W
L20	20.00'	S04°57'26"E
L21	48.85'	N36°28'18"E
L22	20.00'	S77°54'01"W
L23	21.21'	N45°00'00"E
L24	21.21'	S45°00'00"E
L25	20.00'	S71°11'15"E
L26	20.00'	N38°22'26"W
L27	20.00'	S04°57'26"E
L28	50.06'	N36°28'18"E

LINE TABLE		
LINE	LENGTH	BEARING
L29	50.06'	N36°28'18"E
L30	20.00'	S77°54'01"W
L31	20.00'	S45°12'30"E
L32	16.99'	N26°56'36"W
L33	173.62'	N13°10'22"W
L34	11.40'	SOUTH
L35	15.00'	N89°59'09"W
L36	13.14'	SOUTH
L37	177.03'	N13°10'22"W
L38	11.39'	N25°56'36"W
L39	42.06'	N53°31'42"W
L40	95.50'	WEST
L41	10.05'	N08°42'28"E
L42	5.00'	NORTH
L43	99.45'	EAST
L44	947.31'	S53°31'42"E
L45	15.00'	S45°00'00"E
L46	15.86'	N06°28'18"E
L47	11.77'	S53°31'42"E
L48	13.00'	S53°31'42"E
L49	15.53'	N36°28'18"E
L50	40.19'	N06°28'18"E
L51	260.30'	N23°31'42"W
L52	256.14'	N23°31'42"W
L53	52.67'	N15°10'09"E
L54	17.56'	N15°10'09"E
L55	61.28'	N53°52'00"E
L56	43.72'	S53°52'00"W
L57	50.00'	S36°08'00"E
L58	10.67'	S36°08'00"E

RECOMMENDED MINIMUM FINISHED FLOOR ELEVATIONS		
BLOCK	LOT	FF ELEVATION
6	16	460.50
6	17	461.30
6	18	462.60
10	16	465.80
11	10	462.80
11	11	462.50
11	12	462.50
11	13	462.50
11	14	462.60
11	15	463.00
11	16	463.50
11	17	463.60
13	16	465.80
13	17	465.90
13	18	465.80
13	19	465.70
13	20	465.70
13	21	465.50
13	30	462.50
14	1	463.60
14	2	464.10
14	3	464.80
14	4	464.90
14	5	465.50
14	6	465.50

RECOMMENDED MINIMUM FINISHED FLOOR ELEVATIONS		
BLOCK	LOT	FF ELEVATION
15	1	463.70
15	26	466.50
16	1	464.00
16	2	464.60
16	3	465.50
16	4	466.70
16	23	467.00
16	24	466.30
16	25	465.60
16	26	465.20
16	27	464.50
16	28	464.50
16	29	466.00
16	30	467.10
16	31	468.00
16	43	467.00
16	44	466.90
16	45	466.20
16	46	465.50
16	48	465.50
16	49	466.40
16	50	467.20
16	55	470.20
16	56	469.90
16	57	469.75
16	58	469.75
16	59	469.75



VICINITY MAP

SUMMARY TABLE

SUBDIVISION SUMMARY
37.16 ACRES
165 SINGLE FAMILY LOTS
2 PARK LOTS
3 UNBUILDABLE LOTS
9 BLOCKS

LOT SUMMARY

Block 6	
Lot #	Area (SF)
15	4873.57
16	8838.63
17	5467.08
18	5761.44
19	4600.00
20	4600.00
21	4547.39
22	9531.19

Block 10	
Lot #	Area (SF)
16	4977.27

Block 11	
Lot #	Area (SF)
10	10312.40
11	5791.18
12	6958.39
13	4624.09
14	4600.00
15	4600.00
16	4600.00
17	4600.00

Block 13	
Lot #	Area (SF)
16	5187.50
17	4800.00
18	4800.00
19	4800.00
20	4800.00
21	4800.00
22	4800.00
23	4600.00
24	4600.00
25	4600.00
26	4800.00
27	4800.00
28	4800.00
29	4800.00
30	5187.50

Block 14	
Lot #	Area (SF)
1	4987.50
2	4600.00
3	4600.00
4	4692.24
5	6176.40
6	8457.99
7	4600.00
8	4680.79
9	4600.00
10	4600.00
11	4600.00
12	4600.00
13	4600.00
14	4600.00
15	4600.00
16	4600.00
17	4600.00
18	4600.00
19	4600.00
20	4600.00
21	4592.24
22	4940.95
23	7985.81
24	4857.11
25	5013.43
26	4699.95
27	1021.35
28	4696.43
29	4693.53
30	4690.64
31	4687.74
32	4684.84
33	4681.95
34	4679.05
35	4676.16
36	4673.26
37	4670.36
38	4667.47
39	4664.57
40	4661.67
41	4658.78
42	4655.88
43	4652.99
44	4648.37
45	4639.72
46	4630.89
47	4622.06
48	4613.24
49	4854.96

Block 15	
Lot #	Area (SF)
1	4987.50
2	4600.00
3	4600.00
4	4600.00
5	4600.00
6	4600.00
7	4600.00
8	4600.00
9	4600.00
10	4600.00
11	4600.00
12	4600.00
13	4600.00
14	4987.50
15	4987.50
16	4600.00
17	4600.00
18	4600.00
19	4600.00
20	4600.00
21	4600.00
22	4600.00
23	4600.00
24	4600.00
25	4600.00
26	4600.00
27	4600.00
28	4987.50

Block 17 (Park)	
Lot #	Area (SF)
1	164114.90

Block 18 (Park)	
Lot #	Area (SF)
1	280105.30

Block 16	
Lot #	Area (SF)
1	5100.00
2	4600.00
3	4600.00
4	4600.00
5	4600.00
6	4600.00
7	4600.00
8	4600.00
9	4600.00
10	4600.00
11	4600.00
12	4600.00
13	4600.00
14	4987.50
15	4987.50
16	4600.00
17	4600.00
18	4600.00
19	4600.00
20	4600.00
21	4600.00
22	4600.00
23	4600.00
24	4578.00
25	7372.31
26	8616.48
27	11996.30
28	7882.39
29	6397.07
30	6779.03
31	4600.00
32	4600.00
33	4600.00
34	4600.00
35	4600.00
36	4600.00
37	4987.50
38	4987.50
39	4600.00
40	4600.00
41	4600.00
42	4600.00
43	4580.07
44	6151.76
45	4797.72
46	7291.35
47	1182.09
48	7291.35
49	6683.71
50	6654.77
51	4503.44
52	4503.44
53	4880.44
54	5998.10
55	8930.29
56	7524.24
57	7262.92
58	7733.89
59	6836.93
60	1316.46

SURVEYOR:
FLETES SURVEY COMPANY
Ruben Fletes, R.P.L.S.
P.O. Box 216
Kemp, Texas 75143

FINAL PLAT

OCTOBER 31, 2018

ENGINEER:
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

OWNER: *359-IP DEVELOPMENT, INC., a Texas Corporation 10410 Medical Loop, Suite 5B Laredo, TX 78045*

Southern Development Unit IV

P1

DOC #1411474, PLAT 0058 / 0059 - 0062
Doc Type: PLAT
Recorded: 11/5/2018 11:14:17 AM
Fees: $224.00
Margie Ramirez Ibarra, Webb County Clerk

CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF WEBB

I, 359-IP DEVELOPMENT, INC., A TEXAS CORPORATION, the undersigned Owner of the land shown on this PLAT, and designated herein as PLAT OF SOUTHERN DEVELOPMENT, UNIT IV, in the City of Laredo, County of Webb, Texas, and whose name is subscribed hereto, hereby dedicate the use of the public forever street, drains, easements, and public places thereon shown for the purpose and consideration therein expressed.

Joe B Maldonado
JOE B. MALDONADO
VICE-PRESIDENT

October 13, 2020
DATE

STATE OF TEXAS >
COUNTY OF WEBB >

Before me, the undersigned Authority, on this day personally appeared JOE B. MALDONADO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated. WITNESS MY HAND AND SEAL OF OFFICE THIS 13th DAY OF October, 2020.

ZULEMA S. VALLE
My Notary ID # 11622737
Expires May 23, 2023

NOTARY PUBLIC

CERTIFICATE OF ENGINEER

STATE OF TEXAS
COUNTY OF WEBB

I Hereby certify that proper engineering consideration has been given this PLAT to the matters of streets, lots, drainage, water, sewer and appurtenances layout; and to the best of my knowledge this PLAT conforms to all requirements of the Subdivision Ordinance, except for those variances that may have been granted by the Planning Commission of the City.

STATE OF TEXAS
ALFREDO MARTINEZ
123303
LICENSED
PROFESSIONAL ENGINEER

ALFREDO MARTINEZ, P.E.
Licensed Professional Engineer
Texas No. 123303

October 8, 2020
DATE

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this PLAT is true and correct and was prepared from an actual survey of the property made under my supervision, on the ground, that the corner monuments shown thereon will be properly placed under my supervision.

STATE OF TEXAS
REGISTERED
RUBEN FLETES
1998
PROFESSIONAL
LAND SURVEYOR

RUBEN FLETES, R.P.L.S.
Registered Professional Land Surveyor
Texas No. 1998

OCTOBER 8, 2020.
DATE

PLAT APPROVAL - CITY ENGINEER

I have reviewed this PLAT and accompanying drawings identified as SOUTHERN DEVELOPMENT, UNIT IV prepared by ALFREDO MARTINEZ, Licensed Professional Engineer No. 123303, and dated the 31st day of October 2018, with the last revised date of OCTOBER 5, 2020 and have found them in compliance with the Subdivision Ordinance of the City of Laredo, Texas.

Ramon E. Chavez
RAMON E. CHAVEZ, P.E.
City Engineer

10/29/2020
DATE

PLANNING COMMISSION APPROVAL

This PLAT OF SOUTHERN DEVELOPMENT, UNIT IV has been submitted to and considered by the Planning Commission of the City of Laredo, Texas, and is hereby approved by such Commission on 12th day of June 2019.

E. A. Vill
ERASMO A. VILLARREAL
Chairman

11-25-2020
DATE

ATTESTMENT OF PLANNING COMMISSION APPROVAL

The City of Laredo Planning Commission approved the filing for record of this PLAT OF SOUTHERN DEVELOPMENT, UNIT IV at a public meeting held on the 12th day of June, 2019. The minutes of said meeting reflect such approval.

Richard Kirby Snideman
J. KIRBY SNIDEMAN, AICP
Planning Director

11-25-2020
DATE

CERTIFICATE OF COUNTY CLERK

Filed and Recorded at 11:43 O'Clock A.m. on the 25th day of November 2020.

DEPUTY: Herlinda Flores

Margie R. Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

STATE OF TEXAS >
COUNTY OF WEBB >

I Margie R. Ibarra Clerk of the County Court in and for Webb County do hereby certify that the foregoing instrument dated the 13th day of October, 2020 with its certificate of authentication was filed for record in my office on the 25th day of November, 2020, at 11:43 O'Clock A.m. in Volume 38, Page(s) 50 - 52 of the plat records of said County.

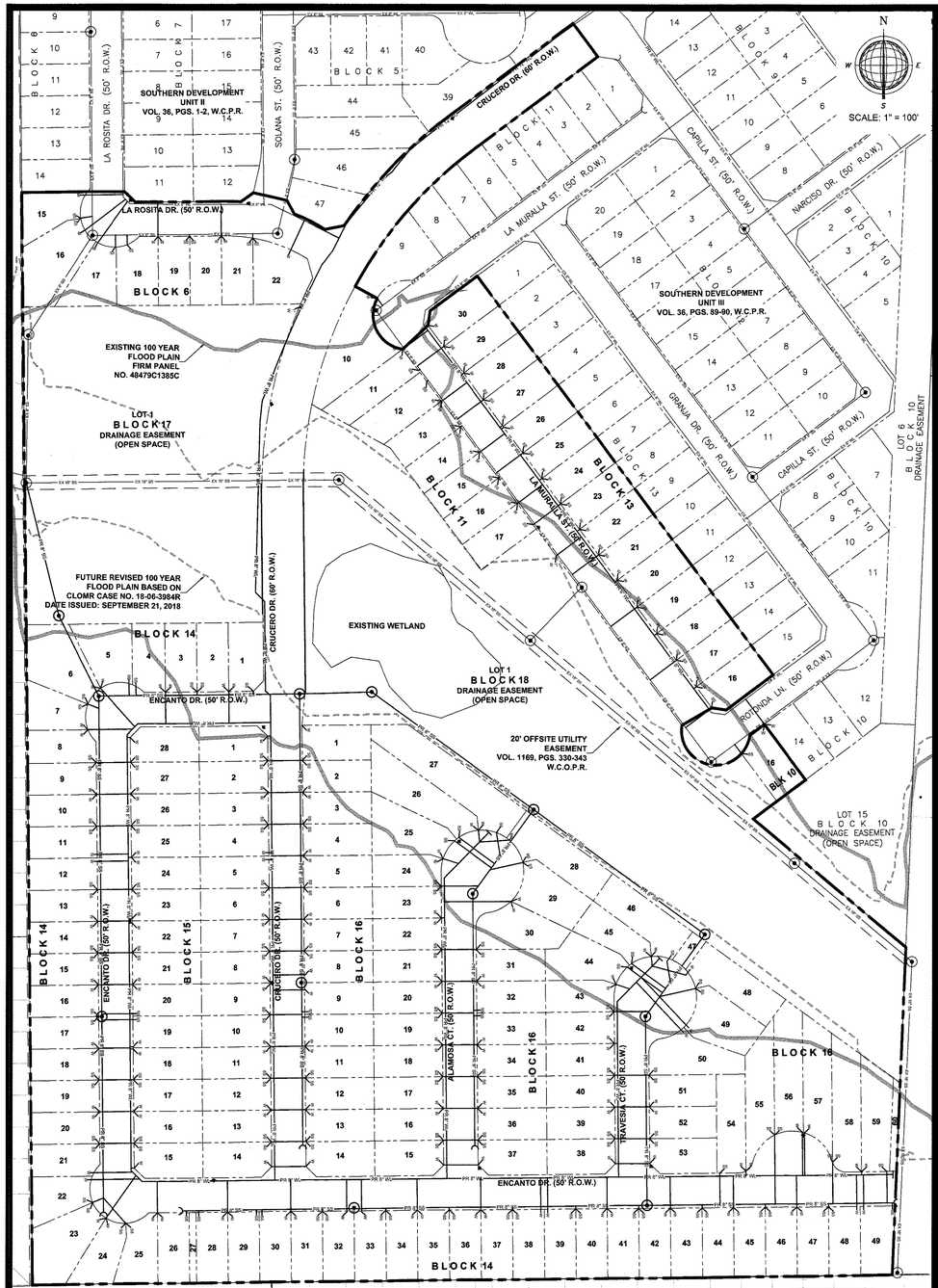
DEPUTY:

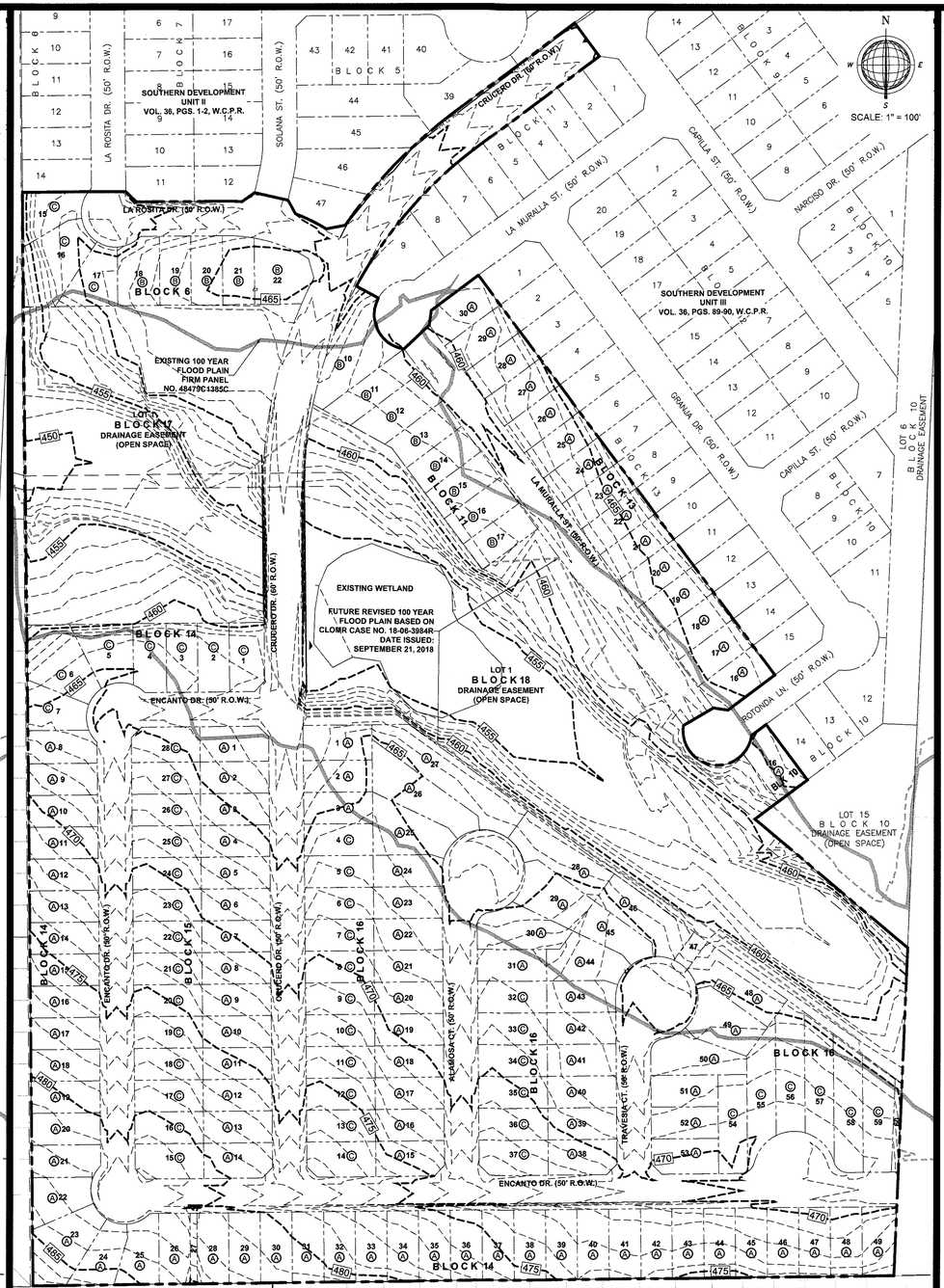
Margarita Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

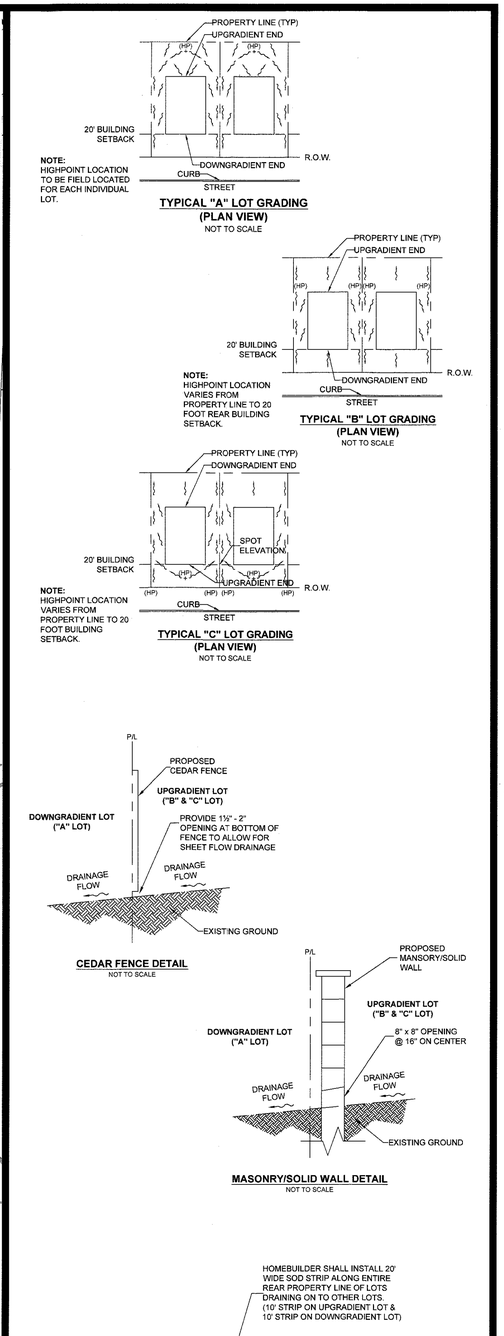
THE STATE OF TEXAS
COUNTY CLERK

SURVEYOR:			ENGINEER:	OWNER:		
FLETES SURVEY COMPANY Ruben Fletes, R.P.L.S. P.O. Box 216 Kemp, Texas 75143	*FINAL PLAT*	*OCTOBER 31, 2018*	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	*359-IP DEVELOPMENT, INC.,* *a Texas Corporation* *10410 Medical Loop, Suite 5B* *Laredo, TX 78045*	*Southern Development* *Unit IV*	P2

DOC #1411474, PLAT 0038 / 0050 - 0052
Doc Type: PLAT
Record Date: 11/25/2020 11:43:47 AM
Fee: $20.00, Recorded By: Rod
Margie Ramirez Ibarra, Webb County Clerk







MAP OF WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM

Water Supply: Descriptions, Costs, and Operability Date

SOUTHERN DEVELOPMENT UNIT IV will be provided with potable water by the City of Laredo. The Subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient water to the Subdivision for at least 30 years and the City of Laredo has provided documentation to sufficiently establish the long term quantity and quality of the available water supplies to serve the full development of this Subdivision. The City of Laredo has an existing 12" water line running along CRUCERO DRIVE and existing 8" water line running along LA ROSITA DRIVE, LA MURALLA STREET and ROTONDA LANE. The water system for SOUTHERN DEVELOPMENT UNIT IV has a 12" water line running along CRUCERO DRIVE, an 8" water line within a 15' water easement and an 8" water line running along CRUCERO DRIVE, LA MURALLA STREET, ENCANTO DRIVE, ALAMOSA COURT and TRAVESIA COURT. These lines will service a total of 166 lots through individual services consisting of a 3/4" diameter single service for individual lots and a 1" diameter dual service lines run to pairs of lots before splitting into two 3/4" diameter single service lines going to the water meter boxes for each lot. The 8" lines, the dual service lines, the 3/4" single service lines, and the meter boxes have been installed at a total cost of $585,792.04, or $3,528.87 per lot. The subdivider in addition paid the City of Laredo the sum of $78,675 which sum represents the total cost of water availability fees, annexation fees, and water meters.

Certifications:

By my signature below, I certify that the water and sewage service facilities as described above are to the best of my knowledge, in compliance with the Model Rules adopted under Section 16.343, Water Code.

STATE OF TEXAS — ALFREDO MARTINEZ — 123303 — LICENSED PROFESSIONAL ENGINEER

Alfredo Martinez, P.E.
TX # 123303

9/23/20
Date

POST DEVELOPMENT CONTOUR MAP

Sewage Facilities: Description, Costs, and Operability Date

Sewage from SOUTHERN DEVELOPMENT UNIT IV will be disposed of through the sanitary sewer system of the City of Laredo. The Subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient sewage disposal for the full development of this subdivision. The City of Laredo has an existing 18" sanitary sewer line running through the interior of the A.R. Sanchez, Jr. tract within a 20' utility easement as recorded in Volume 1169, Pages 330-343, W.C.O.P.R. and an existing 8" sanitary sewer running along LA ROSITA DRIVE and LA MURALLA STREET and an existing 8" sanitary sewer within 15' utility easement recorded with Southern Development Unit II and III. The sanitary sewer system for SOUTHERN DEVELOPMENT UNIT IV will consist of an 8" sanitary sewer within a 15' sewer easement traversing the property and 8" sanitary sewer running along ENCANTO DRIVE, CRUCERO DRIVE, ALAMOSA COURT and TRAVESIA COURT. The sanitary sewer system will service a total of 166 lots through individual services consisting of a 6" diameter single service for individual lots and a 6" diameter dual service lines run to pairs of lots before splitting into two 6" diameter single service lines. The 8" lines, the dual service lines, and the single service lines have been installed at a total cost of $600,585.40, or $3,617.98 per lot. The subdivider in addition paid the City of Laredo the sum of $72,146.90 which covers the annexation fees, installation costs, connection fees, and LUE fees.

Certifications:

By my signature below, I certify that the water and sewage service described above shall be provided in compliance with the Model Rules adopted under Section 16.343, Water Code.

Arturo Garcia, Jr., P.E.
Utilities Director

9/15/2020
Date

SURVEYOR:			ENGINEER:	OWNER:		
FLETES SURVEY COMPANY Ruben Fletes, R.P.L.S. P.O. Box 216 Kemp, Texas 75143	*FINAL PLAT*	*OCTOBER 31, 2018*	**CRANE ENGINEERING CORP.** 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	*359-IP DEVELOPMENT, INC.,* *a Texas Corporation* *10410 Medical Loop, Suite 5B* *Laredo, TX 78045*	*Southern Development Unit IV*	P3

DOC #141474, PLAT 0008 / 0060 - 0062
Doc Type: PLAT
Record Date: 11/26/2020 11:43:47 AM
Fee: $27.00 Pages: 3 Electronically Recorded
Margie Ramirez Ibarra, Webb County Clerk

RESOLUTION NO. 2024-R-184

ACCEPTING LOT 15 BLOCK 10 AS PER PLAT RECORDED IN VOLUME 36, PAGES 89-90 OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS AND LOT 1, BLOCK 17 AND LOT 1, BLOCK 18 OF THE SOUTHERN DEVELOPMENT UNIT IV AS PER PLAT RECORDED IN VOLUME 38, PAGES 50-52 OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS. THIS 11.1311-ACRE TRACT OF LAND IS PROVIDED BY 359-IP DEVELOPMENT, INC. TO DEVELOP A CITY PARK WITH AN ESTIMATED VALUE OF $500,899.50. ADDITIONALLY, 359-IP DEVELOPMENT, INC. HAS PROVIDED IMPROVEMENTS FOR SAID PARK IN THE TOTAL AMOUNT OF $147,370.06 WHICH EXCEEDS THE REQUIRED AMOUNT OF $110,528.00 AS PER THE ATTACHED AGREEMENT.

WHEREAS, Section 2 “Capital Improvements” of Ordinance No. 96·0-216 requires developers to provide park and open space property to the City of Laredo at the rate of one acre for every 350 inhabitants or 0.01 acre per dwelling unit and the value of the credit should be based on $35,000.00 per acre; and

WHEREAS, 359-IP DEVELOPMENT, INC. c/o Joe Maldonado, Vice-President shall convey the property known as Lot 15, Block 10 of the Southern Development Unit III, and Lot 1, Block 17 and Lot 1, Block 18 of the Southern Development Unit IV plat, which consists of 11.1311 acres of platted land located in the Southern Development Subdivision Unit III and IV of the City of Laredo; and

WHEREAS, 359-IP Development, Inc. agrees to make park improvements in lieu of providing park and open space property in the amount of $110,528.00; and

WHEREAS, the conveyance of said parcel and improvements comply with the municipal purpose of constructing a park for the benefit of area residents and the general public; and

WHEREAS, 359-IP Development, Inc. has executed a warranty deed to the City on_____, 2024 with an effective date thereof being the date of filing of the original Warranty Deed in the Official Records of Webb County, Texas; and

WHEREAS, the City Council finds it in the public interest and benefit to accept said deed and park improvements for park purposes as agreed by both parties.

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

Section 1: The City of Laredo hereby accepts the donation of a tract of 11.1311 acres from 359-IP Development, Inc. as per Warranty Deed dated_____, 2024, a copy of which is attached hereto as Exhibit A; and

Section 2: It hereby dedicates the said 11.1311 acres as a park and accepts $147,370.06 in park improvements as agreed, a copy of which is attached hereto as Exhibit B; and

Section 3: The original warranty deed of record will be filed in the Webb County Records.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE____ DAY OF_____, 2024.

_____
Dr. Victor D. Treviño
Mayor

APPROVED AS TO FORM:

ATTEST:

_____
Mario Maldonado, Jr.
City Secretary

_____
Doanh "Zone" T. Nguyen
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 THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

DATE: _____, 2024

GRANTOR: 359-IP DEVELOPMENT, INC., A TEXAS DOMESTIC CORPORATION

GRANTOR'S MAILING ADDRESS (including county): 10410 Medical Loop, Suite 5B, Laredo, Webb County, Texas 78045

GRANTEE: CITY OF LAREDO

GRANTEE'S MAILING ADDRESS (including county): 1110 Houston Street, Laredo, Webb County, Texas 78040

CONSIDERATION:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (including any improvements):

Property (including any improvements): Situated in Webb County, Texas, and being Lot Number Fifteen (15) out of Block Number Ten (10), Southern Development Subdivision, Unit III Plat, as per plat recorded in Volume 36, Pages 89-90 of the Plat Records of Webb County, Texas, and Lot Number One (1) out of Block Number Seventeen (17), and Lot Number One (1) out of Block Number Eighteen (18), Southern Development Subdivision, Unit IV Plat, as per plat recorded in Volume 38, Pages 50-52 of the Plat Records of Webb County, Texas.

RESERVATIONS FROM CONVEYANCE : NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters affecting the property shown of record in Webb County, Texas, all zoning laws, regulations or ordinances of municipal or other governmental authorities if any, but only to the extent they are still in effect and taxes for 2023 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both the payment of which Grantee assumes.

Grantor, for the consideration above stated and subject to the reservations from and exceptions to conveyance and warranty, Grants, Sells and Conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

359-IP DEVELOPMENT, INC.,
A TEXAS DOMESTIC CORPORATION

By: _____
JOE MALDONADO, Vice President

(acknowledgment)

STATE OF TEXAS §

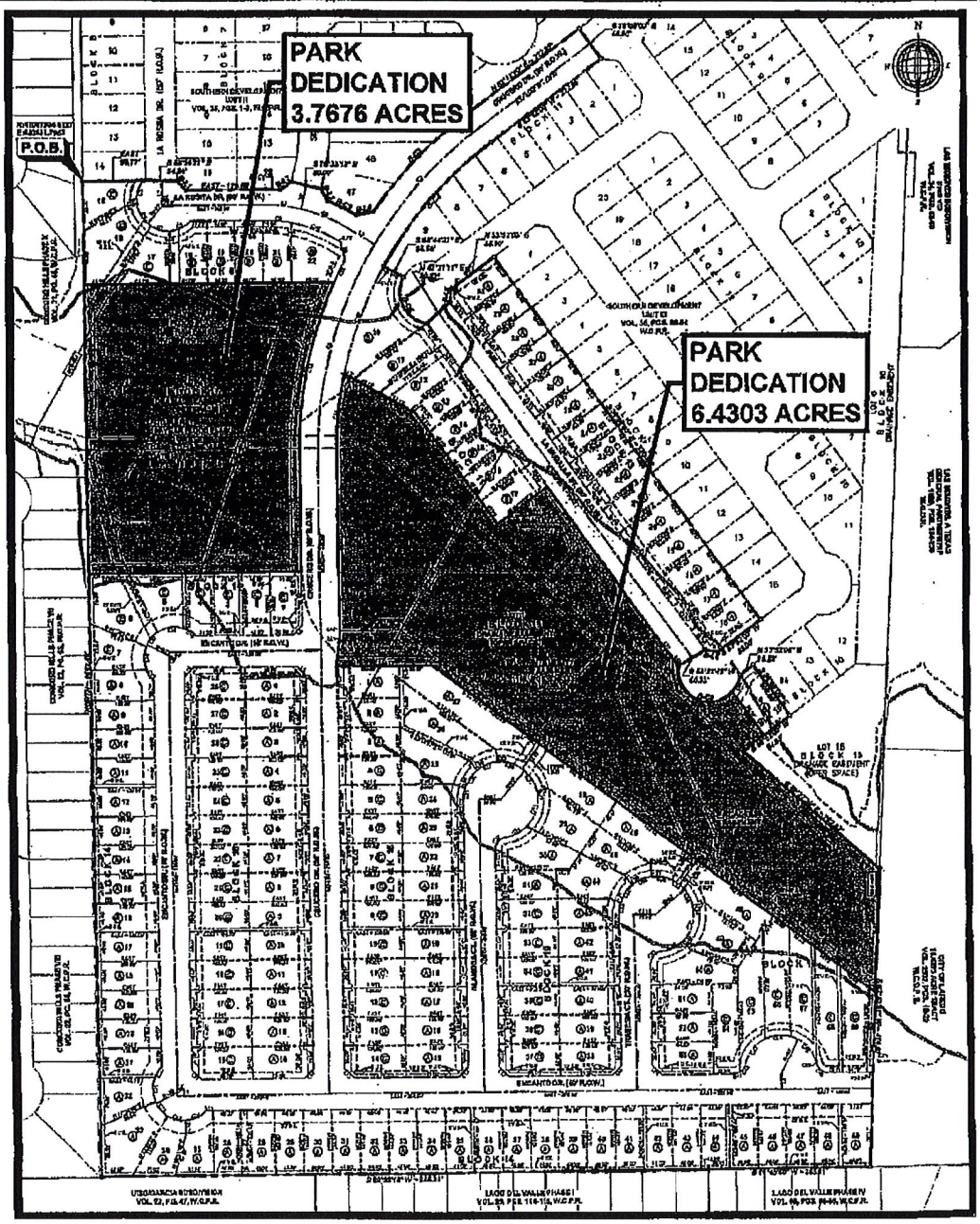
COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 2024 by JOE MALDONADO, Vice President of 359-IP Development, Inc., A Texas Domestic Corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF LAREDO
1110 Houston Street
Laredo, Texas 78040



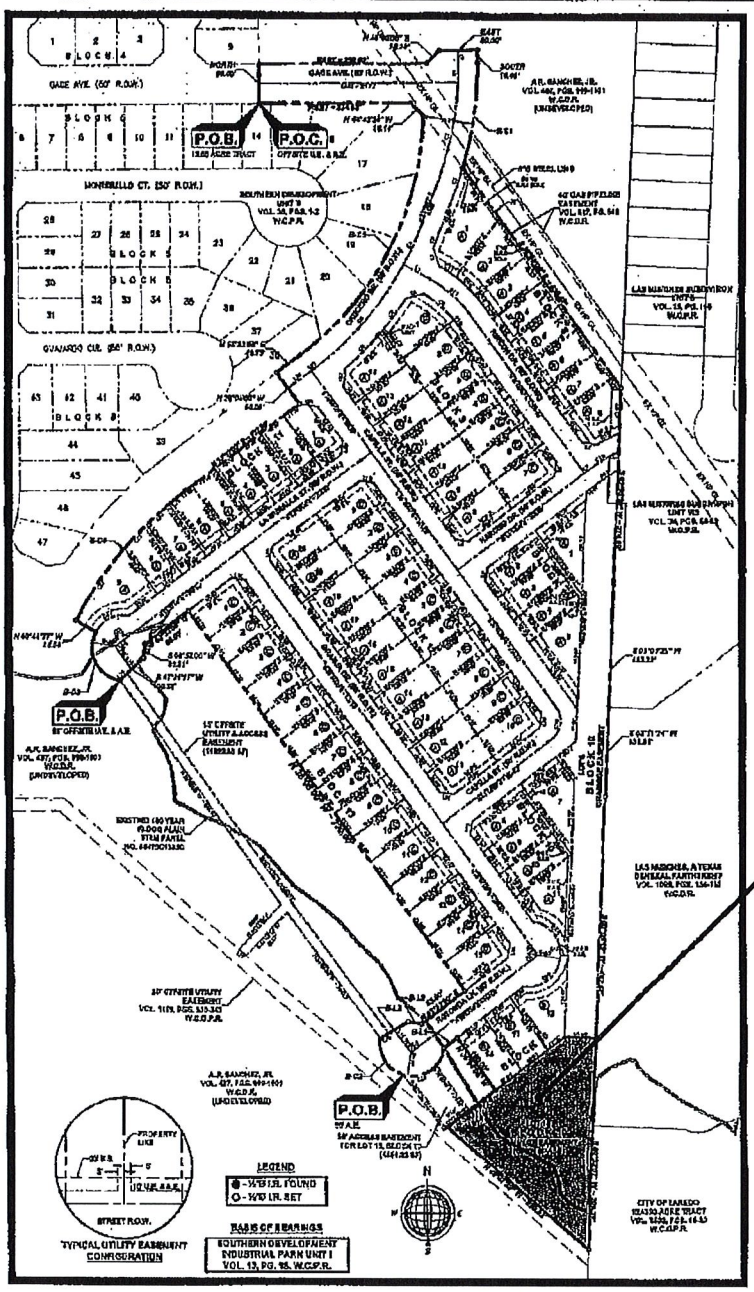
PARK DEDICATION
TOTAL AREA = 10.1979 ACRES

EXHIBIT
A
tabbies

Southern Development
Park Improvements

Southern Unit IV Parkland Dedication

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353



Southern Development
Park Improvements

Southern Unit III Parkland Dedication

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

City Council

Meeting Date: 6/24/2024 **Consent Agenda 50.**

SUBJECT
Consideration to award a three-year contract FY24-070 to Raul Miguel Ramos, Laredo, Texas in an annual amount of $35,000.00 and a three-year total amount of $105,000.00 for professional tennis services for the Parks & Recreation Department. The services requested include that the Tennis Professional shall develop, plan, supervise a tennis program, conduct tennis lessons and clinics. The term of this contract shall be for a period of three years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for one additional three-year extension period, upon mutual agreement of the parties. Funding is available in General Fund-Parks Department.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received one (1) proposals through Cit-E-Bid for awarding a professional tennis services contract. The services requested include that the Tennis Professional shall develop, plan, supervise a tennis program, conduct tennis lessons and clinics. Staff is recommending that this contract be awarded to the low bidder and highest Best Value Score: Raul Miguel Ramos. The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for one, additional three (3) year period. This contract shall be the responsibility of and administered by the City of Laredo Parks & Recreation Department.

In determining the Best Value for the City of Laredo the following factors were considered by the Parks & Recreation Department, in accordance with corresponding weights, in evaluating the bids:

Best Value Criteria	Max Points
Section I: Qualification Requirements	50
Section II: Rates & Fees	20
Section III: Prior History & References	30

Scoring Summary	Evaluation Score
Raul Miguel Ramos	100

A complete bid tabulation and final evaluation score is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Parks & Recreation General Fund.
Account #:	101-3125-553-5574.
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.

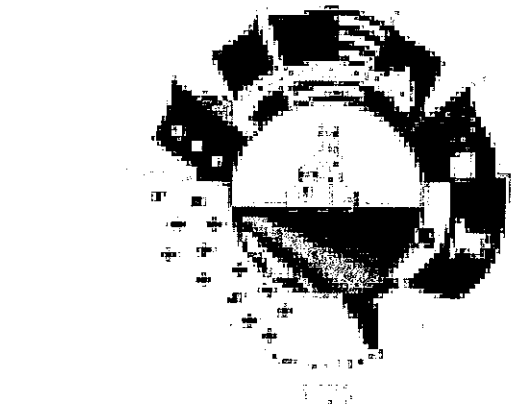
				Raul Miguel Ramos	
				Total Price	$80.00
Line #	Description	QTY	UOM	Unit	Extended
1	Rates & Fees (upload onto Cit-E-Bid)- 10 PointsCommission to be paid to the City on classes/concessions sold. Percentage of sales to be given to the City of Laredo.	1	Percent	10.0%	
2	Rates & Fees (upload onto Cit-E-Bid)- 5 PointsHourly Rate to be charged to community for group tennis instructional services.	1	Hourly Rate	**$20.00**	$20.00
3	Rates & Fees (upload onto Cit-E-Bid)- 5 PointsHourly Rate to be charged to community for private instructional services.	1	Hourly Rate	**$60.00**	$60.00

Request for Proposals
Tennis Instructor

Evaluator: [redacted] Date: 5/29/2024

Evaluation for: Raul Miguel Ramos

Section	Criteria	Max Points	Points
I	Qualifications Requirements, as per scope 16.0	50	50
II	Rates & Fees	20	20
III	Prior History & References	30	30
	Total	100	100



FY240-070 Professional Tennis Instructor
Raul Miguel Ramos
Supplier Response

Event Information

Number:	FY240-070 Professional Tennis Instructor
Title:	FY24-070 Professional Tennis Instructor - Parks & Recreation Department
Type:	Request For Proposal
Issue Date:	5/6/2024
Deadline:	5/28/2024 05:00 PM (CT)
Notes:	

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

Raul Miguel Ramos Information

Contact: Raul Miguel RAMOS
Address: 3204 Wingate Ct
LAREDO
LAREDO, TX 78045
Phone: (956) 775-3629
Email: egotennislaredo@hotmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Raul M Ramos
Signature

egotennislaredo@hotmail.com
Email

Submitted at 5/27/2024 12:47:15 PM (CT)

Supplier Note

All the attachments are in one file. Thank you

Response Attachments

resume 2024.pdf

Resume

FY24 Tennis Professional.pdf

FY24-070 Conflict of Interest, Bidder Information,Affidavit,Disc.Contract,Form1295

Bid Attributes

1	**Award by Best Value** 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. 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 bid 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 bid documents."*** ☑ 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** Raul Miguel Ramos 956-775-3629

4	**State how long under has the business been in its present business name** 17 yrs
5	**If applicable, list all other names under which the Business identified above operated in the last five years** Raul Miguel Ramos (Laredo Tennis Academy)
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? 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 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? Yes
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Raul Miguel Ramos
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a)Professional Tennis Instructor b) Parks & Leisure
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Raul Miguel Ramos
18	**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
19	**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
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

21 **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

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

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.

N/A

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?

I am not aware of any conflict of interest

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.

N/A

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

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

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

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

1)Raul Miguel Ramos, 2)Professional Tennis Instructor (Coach), 4)05/14/2024

33 **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

34 **Company Information Questionnaire**

☑ I have completed this section

35 **Conflict of Interest Questionnaire**

☑ I have completed this section

36 **Non-Collusive Affidavit**

☑ I have completed and included this form

37 **Discretionary Contracts Disclosure**

☑ I have completed this section

38 **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: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

39 **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 78041ealdape@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 pr... ss, bidder, or any persons acting on their ...alf, 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

40

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) 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

41 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

42

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

43	**Byrd Anti-Lobbying Amenament (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
44	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*
45	**Section I Qualifications** **Section I: Qualifications (upload onto Cit-E-Bid) 50Points** Qualifications: Introductory letter, to include the name of the instructor and contact information. Documentation required as per 16.0. *******If proposal not hand delivered, Please upload onto Cit-E-Bid********* ☑ Yes
46	**Section III References** **Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) 30 Points** – Prior history and references: List of prior contracts with other government municipalities and a minimum of three references. *******If proposal not hand delivered, Please upload onto Cit-E-Bid********* ☑ Yes

Bid Lines

1	**Rates & Fees (upload onto Cit-E-Bid)- 10 Points** Commission to be paid to the City on classes/concessions sold. Percentage of sales to be given to the City of Laredo.					
	Quantity: 1	UOM: Percent			Total:	10%
2	**Rates & Fees (upload onto Cit-E-Bid)- 5 Points** Hourly Rate to be charged to community for group tennis instructional services.					
	Quantity: 1	UOM: Hourly Rate	Price:	$20.00	Total:	$20.00
3	**Rates & Fees (upload onto Cit-E-Bid)- 5 Points** Hourly Rate to be charged to community for private instructional services.					
	Quantity: 1	UOM: Hourly Rate	Price:	$60.00	Total:	$60.00

Response Total: $80.00

Raul Miguel Ramos /Tennis Professional
Ph. (956)7753629, (956) 2428077

egotennislaredo@hotmail.com
D.O.B 10/18/1976

PROFESSIONAL SUMMARY:
Promote and increase tennis programs and events for adult and children of all ages and levels from beginners, intermediate and advanced players. Give and promote group lessons, private lessons, free lessons, traveling Tea. Tournaments (USTA, UTR & Local) Free events, leagues (USTA JTT), and stringing racquets.

Certificate:
-Professional Tennis Registry (PTR) Fort Lauderdale, Florida
-United States Professional Tennis Association (USPTA) Professional
-International Tennis Federation (ITF) Fort Lauderdale, Florida
-United States Racquet Stringer Association (USRSA) member
-10 yrs & under tennis training (Quick start USTA)
-USTA Level 1 training

Education:
-2000 – 2005: Bachelor's Degree in international Trade (UAT).
-1995 – 1997: Laredo Community College, Laredo Tx
-1991 – 1995: Nixon High School, Laredo Tx

Experience as Tennis a player:
39 yrs of experience playing tennis.
-National Tennis Rating Program (NTRP) 4.5 .
-(2017) Texas Adult Masters Championship best 8 In Texas 4.5 (2nd place).
-(1995 – 1997) LCC player.
-(1993 – 1995) District Champ High School Division.
-(1993 – 1994) Who's Who in sports, High School division.
-(1986 – 1994) State and National Tournaments in Mexico.

Experience as a Tennis Coach:
25 years of coaching experience
-(2006 – 2024) Tennis Director, DBA as a Tennis Professional (City of Laredo Texas Parks and leisure). Supervising 21 courts throughout the city, organizing tennis tournaments, events, leagues, playdays, dual meets, group and private lessons for children and adults for all levels, stringing racquets and travel with kids to tournament USTA, UTR and local.

-(2022 – 2024) USTA JTT (Junior Team Tennis) Area League Coordinator

-(2022 – 2024) USTA Tournament Director and Organizer
USTA Adult Level 5 Tournament Director
USTA JR Level 6 & 7 Tennis Tournament Director

-(2022 – 2024) USTA Official (Roving Umpire)

-(2022 – 2024) UTR Organizer

-(2022 – 2024) USTA Adult Tennis Social Coordinator

-(2018 – 2019) Tennis Coach for Saint Augustin High School.

-(2002 – 2005) Head Coach, Club Campestre Rivera del Bravo (Country Club) Nuevo Laredo, Tamaulipas Mexico. Responsible of 7 tennis courts, organizing tournaments, events, private tennis lessons and stringing racquets.

-(2000 – 2002) Assistant Coach, Club Campestre Rivera del Bravo, Nuevo Laredo, Tamaulipas Mexico. Helping head pro for all lessons and events.

Skills:
Tournament Director (USTA, UTR & Local)
Roving Umpire
JTT Area league coordinator
Pickleball player and coach

Racquet stringer
Tennis Coach for all level and ages Beginners, Intermediate & Advanced
Tennis Pro Shop: 15 years of selling and stringing racquets, customer service to USA and MEXICO.

References:
Cecy Aboud: USTA coordinator (956)2061333
Josue Montoya: Cigarroa High School Tennis Head Pro Laredo Tx (956) 2862231
Alex Guerra: Head Tennis Coach at United South High School (956)2313779
Alex Arrezola: Private Tennis Coach 210 6050025

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS

PROFESSIONAL TENNIS INSTRUCTOR
PARKS & RECREATION DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a contract for a professional tennis instructor for the Parks & Recreation 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 May 28, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on May 29, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Professional Tennis Instructor – Parks & Recreation Department
FY24-070

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 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 a contract for a professional tennis instructor for the Parks & Recreation 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.ionwave.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 May 28, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 29, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Bid: Professional Tennis Instructor – Parks & Recreation Department
FY24-070

Bids 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 Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 3rd DAY OF MAY 2024.

Mario Maldonado, Jr.
City Secretary

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.

(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
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.

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 bid 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 bid 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,

(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.
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
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, 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.

Request for Proposal
Professional Tennis Instructor
Parks & Recreation Department

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a three year contract for a professional tennis instructor for the Parks & Recreation 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.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, May 14, 2024 before 2:00 P.M.

15.2 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. 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.

15.3 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.

15.4 For questions regarding this bid please contact:
Parks Department Contact: Anita Stanley at 956-729-4610.

15.5 The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.

16.0 Scope of Work – Tennis Professional

16.1 The Parks & Recreation is soliciting competitive proposals from interested and qualified individuals/business entities to provide Tennis Pro/Instructor Services to The City of Laredo through the Recreation Division.

16.2 Scope of Services to be Provide During the Contract:

16.2.1 40% of the Tennis Professional's time should be focused on the development, planning and supervision of the tennis program while 60% of the time should be focused on conducting lessons and clinics.

16.2.2 Supervise all tennis play and proper charging of fees, and rental, if applicable, of equipment.

16.2.3 Initiates, directs and promotes tennis clinics, special events and programs in an effort to attract and maintain members' tennis interests.

16.2.4 Implement and develops beginning through advanced instruction and programs (private and group) for all levels of players; children, juniors and adults.

16.2.5 Lessons and programs for children, juniors and adults.

16.2.6 Prepare a monthly calendar of events for promotion.

16.2.7 Ensure proper inspection of the various courts/facilities on a weekly basis and ascertain that all necessary maintenance has been performed and the courts are in a safe working order. Report any maintenance problems to the department director, assistant director or Maintenance Manager.

16.2.8 Organize, manage, staff and coordinate all aspects of City's Summer Tennis Program, hosted daily, Monday through Friday, from June through August.

16.2.9 Coordinate, attend and participate in key City events that involve existing and new participants and tennis-related activities, such as introduction to tennis events, tennis fun days, and other tournaments.

16.2.10 Accurately reporting lessons, clinics, special events, service fees and general attendance on a monthly basis.

16.2.11 Enforce all tennis rules and train on-court staff, as applicable on the application of those rules.

16.2.12 Generate and maintain a persistent on-court teaching presence, as well as a positive, healthy, inclusive and infectious appreciation for tennis and for the community.

16.3 Qualifications of the Professional Tennis Instructor:

16.3.1 Interested parties wishing to provide a qualification in response to the Parks & Recreation Department's solicitation shall provide the following minimum qualifications.

16.3.1.1 The bidder is required to have the following certifications/experience:
(a) PTR Certification
(b) USPTA Certification
(c) 4.5 or higher of USTA Level of Competition (NTRP)

16.3.2 The Tennis Professional shall be required to undergo a criminal history background check.

16.3.3 The Tennis Professional shall have at least five years' experience as head tennis professional with proven capability and experience teaching and coaching tennis players of all ages and levels, from beginners to advanced players.

16.3.4 Prior experience on similar contracts will be taken into consideration in determining the award of the contract.

16.3.5 Evidence of unsatisfactory work performance shall be sufficient cause for disqualification of any bidder. Any and all decisions of the City in determining the award of the contract shall be considered final.

16.4 Equipment & Supplies:

16.4.1 The bidder shall supply all equipment necessary to perform the quality needed to offer professional instructional tennis as described for in this proposal. Equipment shall include but not be limited to the following:

16.4.1.1 Shall supply an adequate number of regulation tennis balls that can be utilized on hard courts as well as cones, tennis carts and other tennis equipment as needed.

16.4.1.2 An assortment of tennis rackets shall be available to be utilized by the students. These rackets shall be standard aluminum for use on hard courts, and for various levels of playing skill.

16.4.1.3 Shall supply racquet stringing machine and be able to provide stringing service to public.

16.4.2 Quantities of equipment needed shall be based on enrollment and instruction to student ratio of 1-1, as needed.

16.5 The City of Laredo shall provide the Contractor with the following:

16.5.1 Use of tennis courts with a net separating them from the other courts located within the City. The City's Tennis Professional will designate the court.

16.5.2 The following the tennis facilities have been designated:
(a) Cigarroa Tennis Courts.
(b) Haynes Tennis Courts.
(c) Pappas Tennis Courts.
(d) Fr. McNaboe Tennis Courts.
(e) Sanchez Ochoa Courts.
(f) And any other tennis facilities acquired.

16.5.3 Restroom facilities.

16.5.4 Trash & recycling receptacles.

16.6 Rates & Fees
Minimum Rates & Fees Established by the City for Tennis Instruction permitted to be charged to the Participants during a calendar year:

Description of Services Provided Contractual Rates & Fees.

Commission to be paid to the City on classes/concessions sold.

Hourly rate to be charged to the City for Tennis instructional classes.

17.0 Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.

18.0 Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19.0 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.**

20.0 **Section I: Qualifications (upload onto Cit-E-Bid) 50Points**

Qualifications: Introductory letter, to include the name of the instructor and contact information. Documentation required as per 16.0.

*Raul Ramos DBA Tennis Professional
*Cel.Phone 956-775-3629
*25 Years of Coaching Experience
*I have USPTA Certificate as Professional
*PTR (Professional Tennis Registry) Certification
*ITF (International Tennis Federation) workshops
*Member of USRSA (United States Raquet Stringer Association)
*10 & Under training by USTA
*USTA Level 1 Workshop
*USTA Sanction Tournament Director for Jr. and Adults
*USTA Roving Umpire
*USTA JTT (Junior Team Tennis) Area League Coordinator
* UTR Verified Tournament Organizer

** Please see Curriculum Attached**

21.0 Section II: Rates & Fees (upload onto Cit-E-Bid)- 20 Points

21.1 Commission to be paid to the City. (10 Points)

Description	Discount Percentage
Commission to be paid to the City on classes/concessions sold.	10 %

21.2 Hourly Rate to be charged. (5 Points)

Description	Hourly Rate
Hourly Rate to be charged to community for tennis instructional services.	$ 20

21.3 Hourly Rate to be charged pending Parks & Recreation Approval. (5 Points)

Description	Hourly Rate
Hourly Rate to be charged to for private tennis instructional services.	$ 60

Company Name:Raul Miguel Ramos

Owner/President Name: Raul Miguel Ramos

Company Address: 3204 Wingate Ct.

City, State, Zip Code: Laredo,Texas 78045

Company Authorized Representative's Signature:

Company Representative's Name: Raul Miguel Ramos

22.0 **Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) 30 Points –** Prior history and references: List of prior contracts with other government municipalities and a minimum of three references.

Prior Contracts:

City Of Laredo Parks & Rec from 2006-2024

References:

- Bobby Cantu USTA South Area Coordinator 956-472-7683 (McAllen,Texas)
- Josue Montoya LISD Cigarroa High School Tennis Coach 956-286-2231
-Ben Espitia UISD Alexander Assistant Tennis Coach 956-898-5315

23.0 Selection Process

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant, firms may be required to make a formal public presentation before the selection committee. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

24.0 Evaluation Process

An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. 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:

Section	Criteria	Max Points
I	Qualifications Requirements, as per scope 16.0	50
II	Rates & Fees	20
III	Prior History & References	30
	Total	100

Percentage Rating for 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.
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)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Qualifications Requirements, as per scope 16.0	50	70%	35.00
II	Rates & Fees	20	80%	16.00
III	Prior History & References	30	90%	27.00
			Total Score	**78.00**

25.0 Payment and Invoicing

All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

26.0 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.

27.0 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."

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.

27.1 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.

28.0 Term of Contract

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for one, additional three (3) year period. Should the vendor desire to extend the contract for the additional three-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.

28.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

29.0 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 bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

30.0 Termination of Contract

This contract shall be for an initial period of two years or twenty four 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.

30.1 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.

31.0 Required Format and Contents of Bid Submission

For a bid 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)

32.0 **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) Raul Miguel Ramos

Signature of person authorized to sign bid _____ Date 05/25/2024

Print Name of person authorized to sign bid Raul Miguel Ramos

Title: Professional Tennis Instructor

Business Address: 3204 Wingate Ct

City, State, Zip Code: Laredo,Texas 78045

Telephone Number: 956-775-3629 Fax Number: _____

Contact Person Email Address: egotennislaredo@hotmail.com

Federal Tax ID Number: 631-44 7659

Bidders Principal/Corporate Place of Business Address: 3204 Wingate Ct Laredo,Texas 78045

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 18 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

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.)

Hs 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

33.0 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

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Raul Miguel Ramos — Name
Signature
05/25/2021 — 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.**

N/A

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.**

N/A
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 [X] 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 [X] 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 [X] 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

34.0

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 Raul Miguel Ramos
(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.

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 May 2024.

Minerva Soto
Notary Public

My commission expires:
03-06-2028

MINERVA D. SOTO NOTARY PUBLIC STATE OF TEXAS ID. 2419118 EXP. 03-06-2028

35.0 **Discretionary Contracts Disclosure**

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 X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Raul	M	Ramos	

***2. Contract Information.**

a) Contract or Project name(s): Professional Tennis Instructor

b) Originating Department(s): Parks & Recreation Department

***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
Raul M. Ramos			

***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. 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 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.

☒ 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.

Raul M. Ramos		
Name (Print)	Signature	Title
Tennis Professional		05/25/2024
Company or DBA		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

36.0 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/tec/1295-Info.htm**.

Implementation of House Bill 1295

36.1 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.

36.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

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.**

Raul Miguel Ramos Laredo,Texas 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 Parks & Rec

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.**

FY24-070

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 provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

37.0 **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 May 28, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on May 29, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Bid: Professional Tennis Instructor – Parks & Recreation Department
FY24-070

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 Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

1110

United States

Professional Tennis Association

Hereby certifies that

Raul M. Ramos

has successfully completed all requirements, including an extensive examination of teaching, playing and business skills, necessary for the rating of

Professional

Chief Executive Officer

USPTA

Membership No. 61751

Valid through Dec. 31, 2024

JTZR - P744 - K6NH - UJX9

May 3, 2024

Mr. Raul M. Ramos
5237 S Lake Dr
Laredo, TX 78043-9760
United States

Dear Raul,

This letter will confirm that, as a certified member of the United States Professional Tennis Association (USPTA), you have liability insurance as outlined below. This USPTA liability policy covers applicants who are being processed, and certified and certain honorary members in the United States, its territories or Canada, and nonmembers who are insured through a certified member's policy.

THE USPTA LIABILITY POLICY INCLUDES $6 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis professional's care, custody or control. It *does not cover* injury to the tennis professional, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis professional's playing, practicing, teaching or officiating in tennis, pickleball, padel, and/or platform tennis.

Policy Number:	SI8ML01641-231
Effective Period:	5/1/2024 - 12/31/2024
For questions or to report an accident, contact:	USPTA World Headquarters 11961 Performance Drive Orlando, FL 32827 Telephone: 407-634-3050 x105

If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Linda Gordon

Linda Gordon

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

3ZNZ - 5NCW - 7PCP - 9Y5A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michele Reitz	
Correll Insurance Group of Hilton Head PO Box 6869 Hilton Head Island SC 29938	PHONE (A/C, No, Ext): (843) 785-7733	FAX (A/C, No):
	E-MAIL ADDRESS: mreitz@correllhhi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Professional Tennis Registry, Inc. P. O. Box 4739 Hilton Head Island SC 29938	INSURER A: Philadelphia Indemnity	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 PTR **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2584296	09/01/2023	09/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY							$
							COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB875223	09/01/2023	09/01/2024		$
							EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						$
							[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Raul Ramos

Member # 65468

Effective Through: August 31, 2024

CERTIFICATE HOLDER

Raul Ramos

Laredo, TX

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

Angela Bryant

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark H. Lincoln
InsureWorkforce, LLC 104 Woodmont Blvd Ste 219 Nashville TN 37205	PHONE (A/C, No, Ext): 615-405-7750 FAX (A/C, No): E-MAIL ADDRESS: mlincoln@insureworkforce.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Professional Tennis Registry 4 Office Way Ste 200 Hilton Head SC 29928 299	INSURER A: United States Fire Insurance Company — 21113 INSURER B: INSURER C: INSURER D: INSURER E: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person) $
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Accident Only Insurance			US1833892-00	09/01/2023	09/01/2024	Accident Medical Expense Limit $25,000 Deductible $100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

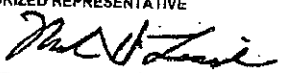
Primary Excess Medical Expense is first $100 or eligible expenses subject to deductible amount.
Additional Expenses paid only when expenses are in excess amounts payable by any other Health Care Plan.
Accidental Death Maximum Benefit: $10,000
Accidental Dismemberment & Paralysis Maximum Benefits: $10,000

CERTIFICATE HOLDER

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



ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

1114

PTR
PROFESSIONAL TENNIS REGISTRY

certifies that according to the guidelines and standards

Raul Ramos

has completed all requirements and is PTR Certified as

Level 1 - Certified Tennis Coach

This Certification is valid thru

August 31, 2024

Karl Hale, CEO

PTR Chair

City Council

Meeting Date: 6/24/2024 **Consent Agenda 51.**

SUBJECT
Consideration to renew a yearly service contract with Avolve Software Corp., Scottsdale, Arizona, in the amount of $119,070.00 for the annual fee of a full deployment version of electronic building permits plan review process management. Avolve Software Corp. is a sole source provider of this software. Service agreement renewal term June 8, 2024 to June 7, 2025. This agreement is subject to future appropriations and funding is available in the General Fund- Building Services Budget.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
ProjectDox provides configurable workflows, file and mark-up versioning, digital signature verification, review/comment/response management, drawing change compare verification and all applicant communications. Contract renewals are on a yearly basis. Service agreement renewal term June 8, 2024 to June 7, 2025.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this service agreement be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes
Source of Funds:	Building Services
Account #:	101-1510-513-5588.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the General Fund - Building Services

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) Jeremy Raulinaitis
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Avolve Software Corporation
   Address: 21001 N. Tatum Blvd. Ste 1630-503
   City, State, Zip Code: Phoenix, AZ 85050
   Telephone Number: (602) 714-6774
   Fax Number: (602) 923-3544
   E-mail Address: jraulinaitis@evolvesoftware.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   ProjectDox® ePlan Review software

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _X_ A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   _____ It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Signature of Authorized Official — Chief Experience Officer — Title of Authorized Official — 6/3/24 — Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 3rd day of June, 2024. State of Utah, County of Salt Lake.

Signature of Applicant

Karina Hopkins

Signature of Notary Public

KARINA HOPKINS
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 722772
COMM. EXP. 01/31/2026

Purchasing Department Use ONLY

Approved DW

Not Approved Return to Using Department _____

Purchasing Agent Signature

Eugene Alfaro

Date

6-3-24

ProjectDox®

Laredo, TX

ProjectDox® ePlan Renewal Proposal

March 11, 2024

avolve software

Prepared by your Avolve Software Representative

Scott Simon
Senior Renewals Manager
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: 623-703-9650
Email: ssimon@avolvesoftware.com

Quote Ref: 2024-03-11 11:51:34

avolve software

ProjectDox® Price Quotation

Quote Delivered To

Blanca Sanchez
1413 Houston Street
Laredo, Texas
78040

Administrative Assistant II
bsanchez2@ci.laredo.tx.us

Laredo, TX
(956) 794-1648

Date of Quote: 3/11/2024

Quote Valid Until: 3/11/2024

ProjectDox ePlan Renewal Pricing Agreement

SAAS TERM: 06/08/2024 TO 06/07/2025

Product Name	Product Code	Description	Qty	Unit Price	Discount	Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.	12.00	$7,350.00		$88,200.00
Test Environment Entry-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.E	Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 10	12.00	$2,100.00		$25,200.00

		concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at an additional cost. Includes SSA for six base forms preconfigured.				
TES-Video License Subscription	TES-VLS	TES-Video License Subscription	1.00	$5,670.00		$5,670.00
					SaaS Sub-Total:	$119,070.00

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT. See notes for details.	**Grand Total:**	$119,070.00

avolve software

ProjectDox® Price Quotation

NAME: Joseph W. Neeb

TITLE: City Manager

XC SIGNATURE: Joseph W Neeb

DATE: 5-29-24

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

Attest: _____
Jose A. Valdez, Jr. City Secretary

CITY OF LAREDO, TEXAS

Avolve Software Corporation | 4835 East Cactus Road | Suite 420 | Scottsdale, Arizona 85254

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 52.**

SUBJECT
Authorizing the City Manager to ratify the submission of a grant application in the amount of $1,401,606.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The city's local match is $518,328.00 for a total grant amount of $1,919,934.00. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA) MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2385

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Funding is available in the Auto Theft task Force Fund.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2024-R-192
6/24/2024	**AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $1,401,606.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT UNIT. THE CITY'S LOCAL MATCH IS $518,328.00 FOR A TOTAL GRANT AMOUNT OF $1,919,934.00. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA) MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

FINANCIAL IMPACT:
Funding is available in the Special Police Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-192

AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $1,401,606.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT UNIT. THE CITY'S LOCAL MATCH IS $518,328.00 FOR A TOTAL GRANT AMOUNT OF $1,919,934.00. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: Authorizing the City Manager to ratify the submission of a grant application in the estimated amount of $1,401,606.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The city's local match is $518,328.00 for a total grant amount of $1,919,934.00. Funding is available in the Auto Theft Task Force Fund.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 53.**

SUBJECT
Authorizing the City Manager to enter into a donation agreement between the City of Laredo, a municipal corporation, and the Explorer Program Post 468, the donee, to provide a donation in the amount $12,590.00 to the donee. This funding will be used towards expenses needed to fully equip and prepare the Explorer Program Post 468 explorers to assist the Laredo community during public events and represent the City of Laredo at area and state competitions. Funding will be available in General Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The revenues for this donation were initially generated through registration fees from the 5K run during police week and deposited into the City of Laredo general fund-special events/registration fees account. Through the terms of this Agreement, the City desires to contribute $12,590.00 as a donation to the Explorer Program Post 468 for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions.

The Explorer Program Post 468 is a not for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral, and professional standards. The program offers young adults a personal awareness of the criminal justice system through training practical experiences, competitions and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship, and patriotism.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	General Fund - PD
Account #:	101-2310-524-7301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for this contribution payment will be available in the Police Department General Fund.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2024-R-201
6/24/2024	**AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION, AND THE EXPLORER PROGRAM POST 468, THE DONEE, TO PROVIDE A DONATION IN THE AMOUNT OF $12,590.00 TO THE DONEE. THIS FUNDING WILL BE USED TOWARDS EXPENSES NEEDED TO FULLY EQUIP AND PREPARE THE EXPLORER PROGRAM POST 468 EXPLORERS TO ASSIST THE LAREDO COMMUNITY DURING PUBLIC EVENTS AND REPRESENT THE CITY OF LAREDO AT AREA AND STATE COMPETITIONS. FUNDING WILL BE AVAILABLE IN GENERAL FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

The revenues for this donation were initially generated through registration fees from the 5K run during police week and deposited into the City of Laredo general fund-special events/registration fees account. Through the terms of this Agreement, the City desires to contribute $12,590.00 as a donation to the Explorer Program Post 468 for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions.

The Explorer Program Post 468 is a not-for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral, and professional standards. The program offers young adults a personal awareness of the criminal justice system through training practical experiences, competitions and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship, and patriotism.

FINANCIAL IMPACT:
Funding is available in the Special Police Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-201

AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION, AND THE EXPLORER PROGRAM POST 468, THE DONEE, TO PROVIDE A DONATION IN THE AMOUNT OF $12,590.00 TO THE DONEE. THIS FUNDING WILL BE USED TOWARDS EXPENSES NEEDED TO FULLY EQUIP AND PREPARE THE EXPLORER PROGRAM POST 468 EXPLORERS TO ASSIST THE LAREDO COMMUNITY DURING PUBLIC EVENTS AND REPRESENT THE CITY OF LAREDO AT AREA AND STATE COMPETITIONS.

Whereas, the City and the Laredo Police Department is charged with the responsibility of providing public safety and education within the City of Laredo; and

Whereas, the Explorer Program Post 468 is a not-for-profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral and professional standards. The program offers young adults a personal awareness of the criminal justice system through training, practical experiences, competition and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship and patriotism; and

Whereas, through the terms of this Agreement, the City desires to contribute $12,590.00 as a donation to the Explorer Program Post 468 for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions. The funds would attribute to the registration fees and travel expenses needed to attend said events; and

Whereas, the Parties intend this Agreement set forth each Party's responsibilities and obligations in connection with the Donation and its use for the Program.

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

Section 1: Authorizing the City Manager to enter into a donation agreement between the City of Laredo, a municipal corporation, and the Explorer Program Post 468, the donee, to provide a donation in the amount of twelve thousand five hundred ninety dollars ($12,590.00) to the donee. This funding will be used towards expenses needed to fully equip and prepare the Explorer Program Post 468 explorers to assist the Laredo community during public events and represent the City of Laredo at area and state competitions.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the City of Laredo, a municipal corporation (the "City"), and The Explorer Program Post 468 (the "Donee"). The City and the Donee are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City and the Laredo Police Department is charged with the responsibility of providing public safety and education within the City of Laredo; and

WHEREAS, the Explorer Program Post 468 is a not for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral and professional standards. The program offers young adults a personal awareness of the criminal justice system through training, practical experiences, competition and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship and patriotism; and

WHEREAS, through the terms of this Agreement, the City desires to contribute twelve thousand, five hundred and ninety dollars ($12,590.00) (the "Donation") to the Explorer Program Post 468 for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions. The funds would attribute to the registration fees and travel expenses needed to attend said events; and

WHEREAS, the Parties intend this Agreement to set forth each Party's responsibilities and obligations in connection with the Donation and its use for the Program;

NOW, THERFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

I. PURPOSE

1.1 The Parties have determined that the City will provide a donation of twelve thousand, five hundred and ninety dollars ($12,590.00) to the Donee for use towards expenses needed to fully equip and prepare Explorer Program Post 468 explorers to assist the Laredo Community during public events and represent the City of Laredo at area and state competitions.

II. TERM

2.1 This Agreement shall commence on _____, 2024 and continue until the distribution of the funds is completed, at which time this Agreement shall terminate.

III. OBLIGATIONS OF THE CITY

3.1 The City shall contribute to the Donee an amount of twelve thousand, five hundred and ninety dollars ($12,590.00), to be paid in full no later than 60 days after the effective date of this

Agreement, solely for the use by the Donee in connection with the Explorer Program Post 468.

3.2 Contingent on their availability, the City may participate in a presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donee.

IV. OBLIGATIONS OF THE DONEE

4.1 Upon receipt of the Donation, the Donee will deposit the Donation into an account associated with not for profit organization "Explorer Program Post 468" and limit use of the Donation to hard costs associated with the program.

4.4 The City will provide the Donee with 30-days advance notice of any ceremonies or presentations referenced in Section 3.2.

V. MEDIA

5.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval in writing of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

VI. NOTICE

6.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Joseph Neeb
City Manager
City of Laredo
1110 Houston Street
Laredo, Texas 78040

If to the Donee:

Sgt. Jonathan Castillo
Explorer Post 468 Chairman
Laredo Police Department
1920 Sandman St.
Laredo, Texas 78041

VII. APPLICABLE LAW

7.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.

7.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

VIII. COMPLIANCE WITH LAWS

8.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

IX. AMENDMENTS

9.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties.

X. SEVERABILITY

10.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XI. LEGAL AUTHORITY

11.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing resolution and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements

between the Parties.

XIII. COUNTERPARTS

13.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF LAREDO

BY: _____
JOSEPH NEEB
CITY MANAGER

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

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

BY: _____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

CHAIRMAN OF THE EXPLORER PROGRAM POST 468

_____
SGT. JONATHAN CASTILLO
COMMUNITY RELATIONS UNIT

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 54.**

SUBJECT
Authorizing the City Manager to submit a grant application in the amount of $112,800.00 to the U.S. Department of Justice Programs for the purpose of funding the FY2024 Patrick Leahy Bulletproof Vest Partnership Grant. The funds will be utilized to replace 120 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $56,400.00 with the other 50% of the project being provided by city match. Grant funding will be accounted for in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement to help save the lives of law enforcement officers by providing funds to support the purchase of bulletproof vests. Since 1999, the BVP program has awarded more than 13,000 jurisdictions, with a total of $573 million in federal funds for the purchase of over 1.5 million body armor vests.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this resolution is approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2330
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The Patrick Leahy Bulletproof Partnership Program grant will be in the estimated amount of $112,800.00 ($56,400.00 grant, $56,400.00 city match).

RESOLUTION 2024-R-202

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $112,800.00 TO THE U.S. DEPARTMENT OF JUSTICE PROGRAMS FOR THE PURPOSE OF FUNDING THE FY2024 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT. THE FUNDS WILL BE UTILIZED TO REPLACE 120 VESTS THAT HAVE EXCEEDED THE RECOMMENDED LIFE EXPECTANCY. IF AWARDED THE BULLETPROOF VEST PARTNERSHIP PROGRAM WILL PROVIDE FUNDING IN THE AMOUNT OF $56,400.00 WITH THE OTHER 50% OF THE PROJECT BEING PROVIDED BY CITY MATCH. GRANT FUNDING WILL BE ACCOUNTED FOR IN THE SPECIAL POLICE FUND.

Whereas, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees to provide applicable matching funds for the said project as required by U.S. Department of Justice, Office of Justice Programs; and

Whereas, the City Council finds that such acceptance of this grant should be made and will be beneficial to the city.

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

Section 1: Authorizing the City Manager to submit a grant application in the amount of $112,800.00 to the U.S. Department of Justice Programs for the purpose of funding the FY2024 Patrick Leahy Bulletproof Vest Partnership Grant. The funds will be utilized to replace 120 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $56,400.00 with the other 50% of the project being provided by city match from the General Fund. Grant funding will available in the Special Police Fund.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 55.**

SUBJECT
Motion to approve tax roll adjustments for the month of May 2024. The amounts adjusted represent a decrease of $14,356.18 for prior year taxes and a decrease of $35,771.64 for current year taxes. The aggregate adjustment represents a decrease of $50,127.82. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund.

PREVIOUS COUNCIL ACTION
Approves tax roll each year.

BACKGROUND
Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION
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 May 2024, tax revenues decreased by $50,127.82 in General Fund.

PREPARED 6/03/24, 9:01:36 — TAX ADJUSTMENT LISTING — All account types — PAGE 85
PROGRAM TX420L — 5/01/24 - 5/31/24 — All roll codes
City of Laredo — BY TRANSACTION DATE
RECAP TOTALS BY YEAR/ROLL/PERIOD

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
18 R 1	.00	.00	.00	.00	.00	.00	12.82	28.46-
18 TOTALS	.00	.00	.00	.00	.00	.00	12.82	28.46-
19 R 1	196.63	.00	.00	31.70-	31.70	.00	325.08	344.76-
19 TOTALS	196.63	.00	.00	31.70-	31.70	.00	325.08	344.76-
20 R 1	190.61	.00	.00	305.03-	54.23	.00	96.43	96.36-
20 TOTALS	190.61	.00	.00	305.03-	54.23	.00	96.43	96.36-
21 R 1	664.45	251.46	.00	3879.64-	4329.23	.00	850.67	585.74-
21 TOTALS	664.45	251.46	.00	3879.64-	4329.23	.00	850.67	585.74-
22 R 1	10506.41	370.85	1087.72	21697.91-	16640.20	.00	16439.18	16939.92-
22 TOTALS	10506.41	370.85	1087.72	21697.91-	16640.20	.00	16439.18	16939.92-
23 R 1	24390.80	280.01	1676.69	60162.44-	196671.48	.00	94962.48	94691.42-
23 TOTALS	24390.80	280.01	1676.69	60162.44-	196671.48	.00	94962.48	94691.42-
TOTALS	35948.90 ✓	902.32	2764.41	86076.72-	✓ 217726.84	.00	112686.66	112686.66-

Tax Adjustments May 2024

	Prior Years Tax Year 2022 and Prior	Current Year Tax Year 2023	Total
+BASE	11,558.10	$ 24,390.80	$ 35,948.90
-BASE	(25,914.28)	$ (60,162.44)	$ (86,076.72)
Total	**(14,356.18)**	**(35,771.64)**	**$ (50,127.82)**

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
		<----------TRANSACTIONS THIS PERIOD ---------->					
	BASE TAX BILLED	1851,336,270.59		26,365.32	76,493.14-	50,127.82-	1851,286,142.77
-	BASE TAX PAID	1839,617,993.20	1,518,361.46	629.96-	34,296.03-	34,925.99-	1841,101,428.67
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
=	OUTSTANDING BASE TAX	11,715,543.36					10,181,980.07
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	26,611,027.06	95,894.48	79.10-	150.63-	229.73-	26,706,691.81
	INTEREST	10,933,415.26	69,050.79	80.28-	96.26-	176.54-	11,002,289.51
	COLLECTION FEE	14,373,262.83	80,686.03	71.80-	161.48-	233.28-	14,453,715.58
	DISCOUNT						
	UNAPPLIED	401,194.16	71,934.86	105.23-	185,722.80-	185,828.03-	287,300.99
	DEFERRED						
	TOTAL PAID	1891,936,892.51	1,835,927.62	966.37-	220,427.20-	221,393.57-	1893,551,426.56

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 56.**

SUBJECT
Motion to approve property tax refunds in the amounts of $4,823.84 and $3,417.27 due to overpayments as required by Section 31.11(a) of the Texas Property Tax Code. The total refund in the amount of $8,241.11 will be issued to Lereta, LLC who overpaid on numerous tax accounts that they service.

PREVIOUS COUNCIL ACTION
City Council has previously approved requests for refunds over $500.00 due to overpayments or erroneous payments as required by Section 31.11(a) of the Texas Property Tax Code.

BACKGROUND
As per section 31.11 (a) of the Texas Property Tax Code, "If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds." However, if the amount of refund exceeds $500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund.

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The City of Laredo will refund a total amount of $8,241.11 from account #101-0000-222-02-00, Unapplied Payments (Tax).

Tax Assessor - Collector
P.O. BOX 6548 1102 Bob Bullock Loop
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	
Present mailing address:	**VARIOUS ACCOUNTS**
City, town or post office/state/zip code:	**SEE ATTACHMENT**
Refund payable to:(if different from above)	
Name:	**LERETA, LLC**
Mailing address:	**ATTENTION: CENTRAL REFUNDS**
	901 CORPORATE CENTER DR
City, town or post office/state/zip code:	**POMONA, CA 91768**

Property legal description:	
Address or location of property:	**VARIOUS ACCOUNTS/SEE ATTACHMENTS**
Parcel number:	

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2023	12/15/2023	1,634,879.68	4,823.84

Total Refund	4,823.84

Taxpayer's reason for refund (attach supporting documentation):
Lereta, LLC mortgage payment file; Received over-payments on 38 accounts due to taxpayer(Lereta) submitted payment on full property tax value instead of the freeze amount account currently holds. The overages remain unapplied. See attached unapplied funds research. Overpayment Refund is over $500/pending City Council Approval.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Lereta Automated Files Department- request for refund of overpayments. See attached — Signature

5/29/2024 — Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: *Cynthia Narvaez* — ***5/29/2024*** — Date

This tax refund is _____ Approved _____ Disapproved

Dora Maldonado, RTA
Tax Assessor-Collector

6/3/2024
Date

Cynthia Narvaez

From: LeretaAutoFiles <LeretaAutoFiles@lereta.com>
Sent: Wednesday, December 6, 2023 6:02 PM
To: Dora A. Maldonado; Cynthia Narvaez
Cc: DL - Tax-Flood - PCT.TAXPMT.GROUP; LeretaAutoFiles
Subject: LERETA TAX LLC (TX) 422400101 LAREDO CITY
Attachments: TP422400101-TX231211-LIST.TXT; TP422400101-TX231211.TXT

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

Attached is our payment file and matching listing for **2023 1ST** Installment from LERETA

Record Count of the file is **1,271** with a total payment amount of **$1,634,879.68.**

You will be receiving funds shortly.

For overpayments or duplicate payments, please mail to:
LERETA, LLC
Attn: Central Refunds
901 Corporate Center Dr.
Pomona, CA. 91768

If you have any questions, please do not hesitate to contact me.

Thank you,

LERETA

Automated Files Department
O: 626-667-1450
800-537-3821
leretaautofiles@LERETA.com
www.LERETA.com
TA

2023 LERETA, LLC TAX REFUNDS- Overpayments

#	Account Number	Tax ID	Property Owner	2023 Tax Payment	Refund Amount	Reason for Refund:
1	970-12006-270	603357	McCoy Richard A & WF Maria P	$ 1,833.21	$ 193.89	Over payment. Freeze balance was $1,639.32
2	978-20001-230	615745	Flores Daniel JR & WF Alicia G	$ 491.98	$ 72.01	Over payment. Freeze balance was $419.97
3	989-30002-505	632686	Kaplen Irma T	$ 645.72	$ 80.51	Over payment. Freeze balance was $565.21
4	106-00253-040	21710	Noriega Maria Guadalupe	$ 425.94	$ 58.85	Over payment. Freeze bal w/Credit Refund ;balance was $367.09
5	333-00466-050	109160	Dominguez Diana Laura	$ 667.06	$ 127.22	Over payment. Account balance was $539.84
6	920-00003-490	311800	Perez Antonio Omar Garza	$ 468.14	$ 119.13	Over payment. Freeze balance was $349.01
7	926-00003-650	329010	Ramos Maria A	$ 546.03	$ 330.47	Over payment. Freeze balance was $215.56
8	937-00013-321	344510	Contreras Manilla Grace	$ 674.66	$ 120.10	Over payment. Freeze balance was $554.56
9	941-24002-100	684212	Melina Medina	$ 988.15	$ 0.01	Over payment
10	950-26003-220	658092	Mojica Ronald N & WF Ana Laura	$ 769.90	$ 202.09	Over payment. Freeze balance was $567.81
11	950-28001-010	661143	Rodriguez Raul JR	$ 837.09	$ 63.05	Over payment. Freeze balance was $774.04
12	950-34005-080	669045	Santos Adrian Nestor Chazco &	$ 801.44	$ 3.25	Over payment. Freeze balance was $798.19
13	953-26001-330	669691	Santos Olga	$ 682.91	$ 56.78	Over payment. Freeze balance was $626.13
14	953-35015-080	628904	Rodriguez Robert R	$ 543.62	$ 31.59	Over payment. Freeze balance was $512.03
15	962-80003-040-000010-195560	676850	Quintana Enrique	$ 222.38	$ 21.24	Over payment. Freeze balance was $201.14
16	968-20012-040	562930	Gutierrez Andrey Fausto	$ 838.15	$ 278.42	Over payment. Freeze balance was $559.73
17	968-90009-060	580252	Cazarez Humberto & WF	$ 788.26	$ 362.81	Over payment. Freeze balance was $425.45
18	969-30004-310	563289	Payle John G & Payle Maria D	$ 1,074.04	$ 47.26	Over payment. Freeze balance was $1,026.78
19	973-50045-160	603279	Bernal Reynaldo	$ 251.03	$ 71.91	Over payment. Account balance was $179.12
20	992-23002-200	664093	Rodriguez Juan C & WF Silvia	$ 759.47	$ 60.85	Over payment. Freeze balance was $698.62
21	992-23005-080	664045	Gonzalez Jose Alberto & WF	$ 634.93	$ 115.81	Over payment. Freeze balance was $519.12
22	994-05003-070	666577	Hinojosa Jose H & Maria I Carr	$ 961.44	$ 10.25	Over payment. Freeze balance was $951.19
23	219-00931-110	61740	Garza Ramon M MR & MRS	$ 282.00	$ 158.64	Over payment. Freeze balance was $126.13
24	221-01013-020	667455	Gonzalez Hector Godoy & WF	$ 331.06	$ 47.77	Over payment. Freeze balance was $283.29
25	923-00032-644	322030	Liendo Oscar & WF Rosalinda	$ 842.16	$ 40.40	Over payment. Freeze balance was $801.76
26	927-10012-220	593604	Brosig Carlos A & WF Guadalupe	$ 1,981.80	$ 109.72	Over payment. Freeze balance was $1,872.08
27	973-10014-110	527922	Buenrostro Rodolfo & WF Elsa	$ 583.50	$ 323.03	Over payment. Freeze balance was $260.47
28	981-20042-030	588070	Juarez Marcos JR	$ 492.36	$ 48.12	Over payment. Freeze balance was $444.24
29	987-47001-150	656832	Pena Gustavo Jose JR	$ 1,319.06	$ 363.75	Over payment. Freeze balance was $955.31
30	991-21006-020	610353	Hale John & WF Diana	$ 1,499.32	$ 68.83	Over payment. Freeze balance was $1,430.49
31	909-00481-038	302380	Perales Eduardo A & Adela C	$ 1,250.44	$ 367.62	Over payment. Freeze balance was $882.82
32	965-20002-012	370900	Garza Olga Gloria	$ 801.04	$ 70.11	Over payment. Freeze balance was $730.93
33	981-00004-250	531060	Gomez Mario A & WF Blanca E	$ 914.37	$ 433.75	Over payment. Freeze balance was $480.62
34	983-54001-320	623688	Acosta Elizabeth	$ 677.99	$ 64.26	Over payment. Freeze balance was $613.73
35	670-02409-140	210040	Garcia Sergio & WF Ana Laura D	$ 329.72	$ 135.18	Over payment. Freeze balance was $194.54
36	965-90001-170	527520	Vazquez Jorge & Longoria Sarah	$ 2,336.01	$ 24.02	Over payment. Freeze balance was $2,311.99
37	984-02008-090	620856	Sowins Liliana Agustin	$ 637.16	$ 92.30	Over payment. Freeze balance was $544.86
38	950-39005-040	681675	NINOS GROUP INVESTMENTS	$ 1,152.85	$ 48.84	As per email from Lereta-dated 2/9/24 stated that they provided the incorrect parcel number 950-390050-060 in the amt of $1,152.85; transferred to correct acct # 950-39005-040- acct balance is $1,104.01 and the overpayment of $48.84 will be refunded to Lereta.
			Total Refund Amount	**$ 31,336.39**	**$ 4,823.84**	

Tax Assessor - Collector
P.O. BOX 6548 1102 Bob Bullock Loop
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	
Present mailing address:	**VARIOUS ACCOUNTS**
City, town or post office/state/zip code:	**SEE ATTACHMENT**
Refund payable to:(if different from above)	
Name:	**LERETA, LLC**
Mailing address:	**ATTENTION: CENTRAL REFUNDS**
	901 CORPORATE CENTER DR
City, town or post office/state/zip code:	**POMONA, CA 91768**

Property legal description:	
Address or location of property:	**VARIOUS ACCOUNTS/SEE ATTACHMENTS**
Parcel number:	

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2023	1/4/2024	189,952.01	3,417.27

Total Refund	3,417.27

Taxpayer's reason for refund (attach supporting documentation):
Lereta, LLC mortgage payment file; Received over-payments on 17 accounts due to taxpayer(Lereta) submitted payment on full property tax value instead of the freeze amount account currently holds. The overages remain unapplied. See attached unapplied funds research. Overpayment Refund is over $500/pending City Council Approval.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Lereta Automated Files Department- request for refund of overpayments. See attached — Signature

5/29/2024 — Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: *Cynthia Narvaez* — ***5/29/2024*** Date

This tax refund is ✓ Approved _____ Disapproved

Dora Maldonado, RTA
Tax Assessor-Collector

6/3/2024
Date

Cynthia Narvaez

From: LeretaAutoFiles <LeretaAutoFiles@lereta.com>
Sent: Tuesday, January 2, 2024 3:15 PM
To: Dora A. Maldonado; Cynthia Narvaez
Cc: DL - Tax-Flood - PCT.TAXPMT.GROUP; LeretaAutoFiles
Subject: LERETA TAX LLC (TX) 422400101 LAREDO CITY
Attachments: TP422400101-TX231462-LIST.TXT; TP422400101-TX231462.TXT

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

Attached is our payment file and matching listing for **2023 1ST** Installment from LERETA

Record Count of the file is **175** with a total payment amount of **$189,952.01.**

You will be receiving funds shortly.

For overpayments or duplicate payments, please mail to:
LERETA, LLC
Attn: Central Refunds
901 Corporate Center Dr.
Pomona, CA. 91768

If you have any questions, please do not hesitate to contact me.

Thank you,

LERETA | TA

Automated Files Department
O: 626-667-1450
800-537-3821
leretaautofiles@LERETA.com
www.LERETA.com

2023 LERETA, LLC TAX REFUNDS

#	Account Number	Tax ID	Property Owner	2023 Tax Payment	Refund Amount	Reason for Refund:
1	110-00465-080	35270	Lopez Ernestina	$ 347.66	$ 82.67	Over payment. Freeze balance was $264.99
2	552-01406-060	122850	Salinas Anastacio	$ 494.49	$ 397.81	Over payment. Freeze balance was $96.68
3	552-01406-060	164530	Solis Mary Lou & Husb Victor E	$ 809.25	$ 323.16	Over payment. Freeze balance was $486.09
4	909-00020-400	295820	Williams James E JR	$ 1,517.31	$ 643.15	Over payment. Freeze balance was $874.16
5	923-00012-242	318050	Maltos Angelica	$ 950.84	$ 130.06	Over payment. Freeze balance was $820.78
6	925-00014-251	327440	Hale Fidel E III	$ 762.63	$ 223.22	Over payment. Freeze balance was $539.41
7	953-23001-470	661276	Martinez Monica & Yolanda C	$ 1,001.70	$ 63.62	Over payment. Freeze balance was $938.08
8	968-80001-070	570050	Zebadua Francisco A & WF Graci	$ 648.07	$ 62.83	Over payment. Freeze balance was $585.24
9	991-21003-230	610325	Martinez Jose A & WF Leticia N	$ 1,456.07	$ 63.33	Over payment. Freeze balance was $1,397.40 - $4.66 Mass Crdt. Trnf
10	332-00416-060	537103	Cruz Maria DE Jesus & Juan L D	$ 373.60	$ 121.48	Over payment. Freeze balance was $252.12
11	670-02410-160	210260	Rodriguez Juan A	$ 725.18	$ 110.18	Over payment. Freeze balance was $615.00
12	909-00531-028	303110	Luna rAmiro JR & Belinda Decd	$ 2,262.72	$ 370.55	Over payment. Freeze balance was $1,892.17
13	929-20003-020	587657	Demontanaro Maria Martha &	$ 374.83	$ 49.85	Over payment. Freeze balance was $324.98
14	938-60003-130	569067	Gonzalez Rafaela & Luis B Decd	$ 816.47	$ 460.71	Over payment. Freeze balance was $355.76
15	952-00002-180	358850	Martinez Juan Jose &	$ 158.42	$ 39.57	Over payment. Freeze balance was $118.85
16	964-00014-260	369300	Macias Rododlfo & WF Maria J	$ 341.76	$ 93.46	Over payment. Freeze balance was $248.30
17	989-54001-370	603600	Naldo Reynaldo	$ 1,244.90	$ 181.62	Over payment. Freeze balance was $1,063.28
			Total Refund Amount	**$ 14,285.90**	**$ 3,417.27**	

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Resolution 57.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept the conveyance of a 20-foot-wide utility and access easement for water main and/or line(s) from ARMS General, LTD. and AARTI, LLC., being a tract of land of 0.52 acres of land more or less, situated in Lot 16 & 17, Block 2, Laredo Town Center Phase 2, City of Laredo, Webb County, Texas as recorded in Volume 36, Pages 6-7, Webb County Map records. Said 20-foot-wide utility and access easement being more particularly described by metes and bounds in attached Exhibit “A” and depicted on Exhibit “B”; Attached hereto and made part of hereof; Providing for an effective date. Estimated value $56,854.51.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Arms General Ltd. and AARTI, LLC have agreed to convey said easement to the City of Laredo for the connection of water main line(s) for the Laredo Heat Soccer Stadium.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Utilities Department recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
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:
Will be accounted for in the General Fixed Assets System.

Sherfey Engineering Company, L.L.C.

TBPE Firm No: F-3132 / TBPLS No. 10099800

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511

EXHIBIT

tabbies

A

METES AND BOUNDS DESCRIPTION
0.52 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 0.52 acres of land, more or less, being Lot Sixteen and Lot Seventeen, Block 2 as recorded in Laredo Town Center Phase 2, Volume 36, Pages 6-7, Webb County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING, at found mag nail being a point on the exterior boundary of said Lot Sixteen, Block 2, Laredo Town Center Phase 2, a point of curvature to the right;

THENCE, along said arc to the right with a radius of 2,399.40 feet, a delta of 01°34'55", a chord and chord bearing of 66.25 feet and S 04°53'19" W a distance of 66.25 feet to a set 1/2 inch iron rod, the **POINT of BEGINNING** and northwest corner of the herein described tract;

THENCE, S 86°15'09" E, a distance of 228.25 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 87°16'59" E, a distance of 223.22 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 90°00'00" E, a distance of 669.54 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 00°17'11" E, a distance of 20.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 90°00'00" W, a distance of 670.11 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 87°16'59" W, a distance of 223.87 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 86°15'09" W, a distance of 229.18 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract same being a non-tangent point of curvature to the left;

THENCE, along said arc to the left with a radius of 2,399.40 feet, a delta of 00°28'41", a chord and chord bearing of 20.01 and N 05°55'07" E a distance of 20.01 feet to return to and close at the **POINT of BEGINNING**, containing 0.52 acre of land.

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

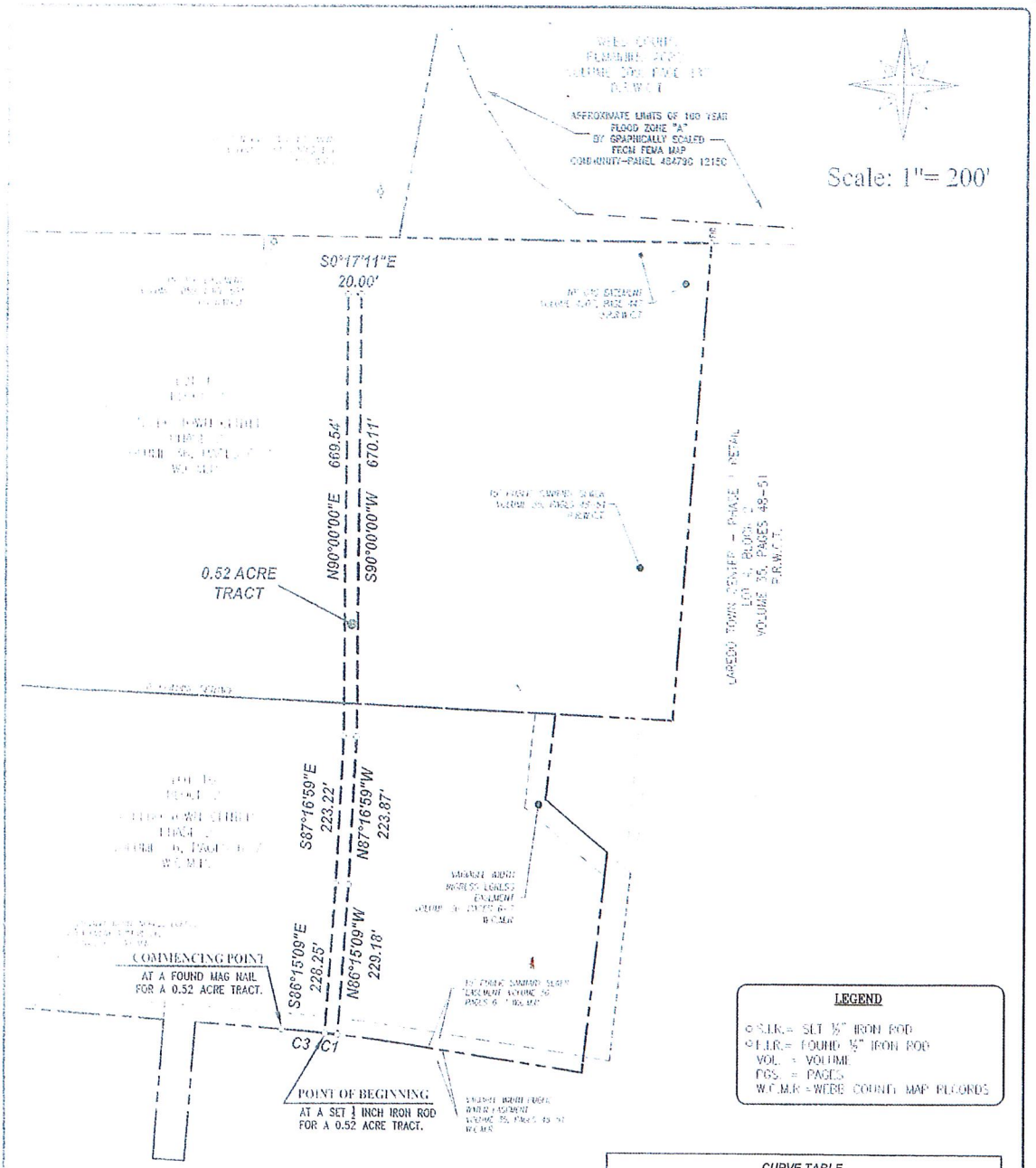
04/18/2023
Current Date

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
SURVEYOR

EXHIBIT

tabbies

B



LEGEND

- S.I.R.= SET ½" IRON ROD
- F.I.R.= FOUND ½" IRON ROD
- VOL. = VOLUME
- PGS. = PAGES
- W.C.M.R.= WEBB COUNTY MAP RECORDS

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.01	2399.40	0°28'41"	N5° 55' 07"E	20.01
C3	66.25	2399.40	1°34'55"	S4° 53' 19"W	66.25

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5882

04/18/2023
DATE

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.
SUBJECT IS NOT LOCATED IN FLOOD PLAIN ACCORDING TO FIRM MAP.
COMMUNITY-PANEL NUMBER 48479C 1215C APRIL 02, 2008.

FRANCISCO ESTRADA IV 5882 LICENSED STATE OF TEXAS LAND SURVEYOR

BOUNDARY SURVEY OF

A TRACT OF LAND CONTAINING 0.52 ACRES OF LAND, MORE OR LESS, BEING LOT SIXTEEN AND LOT SEVENTEEN, BLOCK 2 AS RECORDED IN LAREDO TOWN CENTER PHASE 2, VOLUME 36, PAGES 6-7, WEBB COUNTY MAP RECORDS.

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132

Address	Year	Acres	Sq. Ft.	Price per SF	Appraisal Prepared	Webb Cad Apprisal	Percent Over Webb
2604 Bob Bullock Loop	2022	1.39	60,374.00	$ 22.00	$ 1,328,228.00	$ 917,687.00	31%
2606 Bob Bullock Loop	2022	1.37	59,503.00	$ 22.00	$ 1,309,066.00	$ 904,445.00	31%
10801 Inernational Blvd.	2021	1.75	76,012.00	$ 23.88	$ 1,815,166.56	$ 1,321,092.00	27%
2801 Bob Bullock Loop	2022	6.26	272,468.00	$ 8.49	$ 2,313,253.32	$ 2,439,360.00	-5%
1717 Vidal Cantu Rd.	2022	11.5	500,940.00	$ 5.16	$ 2,584,850.40	$ 1,832,771.00	29%
1310 Vidal Cantu Rd.	2022	25.81	1,124,593.00	$ 5.72	$ 6,432,671.96	$ 2,710,269.00	58%
						Market Value for Webb Appraisals	**29.5%**
Laredo Heat Lot 16 & 17	**2024**	**21.65**	**7,928,703.00**	**$ 8.40**		$ 66,601,105.20	
Laredo Heat Easement	**2024**	**0.52**	**22,651.20**	**$ 8.40**		$ 190,270.08	

Cost of Land per S.F.	$ 10.04
Total Easement Area S.F.	$ 22,651.20
Value (Underground Use)	**$ 56,854.51**

RESOLUTION NO. 2024-R-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF A 20-FOOT-WIDE UTILITY AND ACCESS EASEMENT FOR A WATER MAIN AND/OR LINE(S) FROM ARMS GENERAL, LTD. AND AARTI, LLC., BEING A TRACT OF LAND OF 0.52 ACRES OF LAND MORE OR LESS, SITUATED IN LOT 16 & 17, BLOCK 2, LAREDO TOWN CENTER PHASE 2, CITY OF LAREDO, WEBB COUNTY, TEXAS AS RECORDED IN VOLUME 36, PAGES 6-7, WEBB COUNTY MAP RECORDS. SAID 20-FOOT-WIDE UTILITY AND ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A" AND DEPICTED ON EXHIBIT "B"; ATTACHED HERETO AND MADE PART OF HEREOF; PROVIDING FOR AN EFFECTIVE DATE. ESTIMATED VALUE $56,854.51.

WHEREAS, the City of Laredo is accepting this permanent utility and access easement from Arms General Ltd. and AARTI, LLC., for a water main and/or line(s) that have been constructed and installed by Arms General Ltd. & AARTI, LLC for the Laredo Heat Soccer Stadium; and

WHEAREAS, Arms General Ltd. and AARTI, LLC, have agreed to convey said permanent utility and access easement to the City of Laredo, and

WHEREAS, Arms General Ltd. and AARTI, LLC, hereby GRANTS, TRANSERS, AND CONVEYS unto the City a permanent utility and access easement as described by metes and bounds in the attached Exhibit "A" and depicted on Exhibit "B"; and

WHEREAS, it is in the best interest of the City of Laredo to accept the permanent utility and access easement from Arms General Ltd. and AARTI, LLC, as described by metes and bounds in the attached Exhibit "A" and depicted on Exhibit "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 20-foot-wide Utility and Access Easement for a water main and/or line(s) from Arms General Ltd. and AARTI, LLC, containing a tract of land of 0.52 acres more or less, being lot sixteen (16) and seventeen (17), block 2 as recorded in Laredo Town Phase 2, Volume 36, Pages 6-7, Webb County Map records.

Section 2. Said easement tract is necessary to connect the proposed water main and/or line(s) from the Laredo Heat Soccer Stadium to existing water line infrastructure.

Section 3. 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 Maldonado Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: _____
Rodolfo Morales III
ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda 58.**

SUBJECT

Consideration to approve a five-year lease agreement contract with Pitney Bowes in the annual amount of $84,495.96 and total five-year amount of $422,479.80 utilizing the Buy Board Cooperative #656-21 for the lease of equipment for processing utility bills and disconnection notices. The term of this contract shall be for a five-year period, with an effective date of October 21, 2024. Funding is available in the Water Works Fund Billing Division.

PREVIOUS COUNCIL ACTION
Council previously approved a 60-month lease for a Pitney Bowes printer and inserters on May 20, 2019.

BACKGROUND
This contract will be awarded utilizing the Buy Board Cooperation #656-21 for equipment for processing Utility bills and disconnection notices. This contract includes: (1) color printer, (2) inserting systems, technical support and overall equipment maintenance. The current lease number 0040824768 expires on October 20, 2024 and the new lease will effective on October 21, 2024.

The printer is an upgrade to a Riso ComColor GL 9730 printer. This printer increases the printing speeds from 160 ppm to 165 ppm. It will provide space, time, and cost efficient operation. It uses a unique inkjet technology and cold, dry, flat output. It has an energy efficient operation that has low environmental impact.

The two inserters are needed for redundancy to ensure that there is a back-up in case one of the inserters has an issue and allows staff to meet the post office delivery time requirements.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approve motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Utilities Billing
Account #:	557-4115-533.37-30

Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:
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 purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available in the Water Works Fund Billing Division under account number 557-4115-533.37-30 (Rental of Equipment).

pitney bowes

State and Local Term Rental Agreement

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF LAREDO WATER UTILITIES

Tax ID # (FEIN/TIN)

746000617

Sold-To: Address

5816 DAUGHERTY AVE, LAREDO, TX, 78041-3337, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Margarita Ayala	9567212005	0017084646

Bill-To: Address

PO BOX 210, LAREDO, TX, 78042-0210, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Patricia Soto	(956) 721-2005	0017084645	psoto@ci.laredo.tx.us

Ship-To: Address

5816 DAUGHERTY AVE, LAREDO, TX, 78041-3337, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Patricia Soto	(956) 721-2005	0017084646

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	OLCONNECT	OL Connect Software
1	CRM4	CRight Mailer Bus Services Suite (BSS)
1	CRM8	CRight Mailer Elec Deliv Integrated SW
	NOIT	Client Self-Install
1	PB-OL-CPRO-UPG	Upgrade to OL Connect Professional
	PB-OL-S-INTR	OL Connect Basic Installation - Training
1	SMA_TIER1	SMA Tier 1 - Software Service Agreement
	WPF1	Document Pro Svcs Level 1
	WPF4	Document Pro Svcs Level 2
	WPF5	Document Pro Svcs Level 2
	WPR1	Document Processing Project Mgmt
1	RELAY7000	Relay 7000 Inserting System
	DITU	High Cap Sheet Fdr Install and Training
	DITV	Installation and Training-Stackers

©2021 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	F700327	Special Tower Feeder Kit
3	F780183	Sheet/Flat Envelope Tray
2	F780184	Insert Tray
1	F7DI	Bottom Address Inverter Kit
1	F9PG	PowerGuard Service Package
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 7000 Inserting System)
	TI0K	Inserter Installation & Training
1	TI70	Relay 7000 Inserting System
1	TIET	Exit Transport
1	TIHC	High Capacity Sheet Feeder
1	TIVP	Vertical Power Stacker
1	RELAY8000	Relay 8000 Inserting System
	DITU	High Cap Sheet Fdr Install and Training
	DITV	Installation and Training-Stackers
1	F700327	Special Tower Feeder Kit
3	F780183	Sheet/Flat Envelope Tray
2	F780184	Insert Tray
1	F7DI	Bottom Address Inverter Kit
1	F9PG	PowerGuard Service Package
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 8000 Inserting System)
	TI0K	Inserter Installation & Training
1	TI80	Relay 8000 Inserting System
1	TIET	Exit Transport
1	TIHC	High Capacity Sheet Feeder
1	TIVP	Vertical Power Stacker
1	RISOGL	RISO ComColor GL Series
2	488-00050-009	Power Cord for Riso Printer
	ATSO	ATS-Onsite

©2021 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	F9PG	PowerGuard Service Package
1	RFS2	FS2100C RISO RIP w/Key,Mouse,Monitor
1	STDSLA	Standard SLA-Equipment Service Agreement (for RISO ComColor GL Series)
	WPD8	Installation of Addl Components
1	WPL9	RISO GL 9730 <500k/mo with I/T
1	WPS3	RISO ProServ GL FS2000C Fiery
1	WPTB	GL CMYKG Full Ink Package
1	WPZE	Face Down Left Exit Tray
1	WPZR	High Capacity Feeder
1	WPZU	High Capacity Stacker w/One Paper Cart

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 7,041.33**	**$ 21,123.99**

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #656-21
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

©2021 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Stanford Todd	stanford.todd@pb.com	

©2021 Pitney Bowes Inc. All rights reserved.

See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

8038-G

Form

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

Under Internal Revenue Code section 149(e)
See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ☐

1 Issuer's name CITY OF LAREDO WATER UTILITIES	**2** **Issuer's employer identification number (EIN)** 746000617
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 5816 DAUGHERTY AVE	**5** Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code LAREDO TX 78041-3337	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	**11**		
12	Health and hospital	**12**		
13	Transportation	**13**		
14	Public safety	**14**		
15	Environment (including sewage bonds)	**15**		
16	Housing	**16**		
17	Utilities	**17**		
18	Other. Describe _____	**18**		
19a	If bonds are TANs or RANs, check only box 19a	☐		
b	If bonds are BANs, check only box 19b	☐		
20	If bonds are in the form of a lease or installment sale, check box	☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**			
25	Proceeds used for credit enhancement	**25**			
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**			
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**			
29	Total (add lines 24 through 28)			**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:

b Enter the date of the master pool bond (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond _____

d Enter the name of the issuer of the master pool bond _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ☐

41a If the issuer has identified a hedge, check here ☐ and enter the following information:

b Name of hedge provider _____

c Type of hedge _____

d Term of hedge _____

42 If the issuer has superintegrated the hedge, check box . . . . . ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . _____

b Enter the date the official intent was adopted (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name			Firm's EIN	
Firm's address			Phone no.	

pitney bowes

SOW

OL™ Connect (OLC), ConnectRight Mailer (CRM), Relay 7000, Relay 8000

Statement of Work

City of Laredo Water Utility

11/20/2023

Version 0017084646.1

RO004TO

Table of Contents

1. Executive Summary 3
2. Project Objectives 3
3. Summary of Scope 3
4. Key Assumptions / Constraints / Dependencies 5
5. Client Readiness Requirements 5
6. Business Process Overview 5
7. Technical Requirements 5
8. Appendix: Custom Archive 6
9. Revision History 6

Our goal is to deliver the Professional Services included in the Lease Agreement to assist with the implementation of the following product(s): ***OL™ Connect (OLC), ConnectRight Mailer (CRM), Relay 7000, Relay 8000***. We agree to and will deliver the following items:

- **Project Description** – Meet solution objectives described in this ***Statement of Work (SOW)***

- **Project Scope** – Complete pre-sales business analysis, schedule installation, deployment, development, testing and client training.

- **Project Deliverables** – Pre-sales business analysis is complete and required documents are signed and accepted by the client sponsor(s). The section below lists all the milestone project phases for successful completion of this project. The expected costs are set forth in the Sales or Lease Agreement, based on known project requirements documented and approved in Milestone 1 (see table below).

Milestone	Project Phase
1. Pre-Sales Business Analysis & Solution Design	• Statement of Work Reviewed
2. Technical Design & Deployment	• Project timelines • Development • Configuration & Installation • End User Training
3. Transition	• Client Solution Acceptance

- **Change Management** – Any requested modifications to the solution design must be in writing and signed by an authorized representative of each party. The Change Request Document (CRD) will describe the request for services, communicate feasibility and fee where applicable to deliver the change.

- **IT Engagement** – It is the Client's responsibility to present SOW to and review SOW with the necessary Information Technology resources to facilitate the technical components of this solution. These components may include, but are not limited to, client-required security reviews, authentication methods, integration, appropriate PC rights and permissions, remote access protocols, and necessary network access.

- **No Representation or Warranty**, express or implied, statutory or otherwise, is given in this Statement of Work or any Statement of Work Addendum or Change Request Document, relating to any software, equipment and/or services provided by Pitney Bowes; and all such representations and warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose arising from or related to the Statement of Work, Statement of Work Addendum, or Change Request Document are hereby disclaimed. The only representations or warranties given by Pitney Bowes, if any, are as stated in the written software license and maintenance agreement, sale agreement or lease agreement that may be applicable to the software, equipment and/or services provided by Pitney Bowes.

Accepted and Agreed to by:

City of Laredo Water Utility		**Pitney Bowes Inc. (PB)**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

1. Executive Summary

Pitney Bowes will reconstruct the existing City of Laredo Water "LREDO" workflow and design "bil" and "dlq" template from PlanetPress7 to OL Connect.

- bil = Utility Bills
- dlq = Delinquent Notices

2. Project Objectives

- Automate printing, folding, and inserting of documents via Pitney Bowes provided solution

3. Summary of Scope

Location Details

Name	**City of Laredo Water Utility**				
Address	**5816 Daugherty Ave**				
City	**Laredo**	State/Province	**TX**	PostalCode	**78041**
Contact Name	**Victor Martinez**				
Contact Phone	**956-727-6510**				
Contact Email	**vmartinez@ci.laredo.tx.us**				

In Scope: Reconstruction of an existing job "LREDO"

- Product Name(s): ***OL™ Connect (OLC), ConnectRight Mailer (CRM), Relay 7000, Relay 8000***
- To be installed in the following environment(s): ***Production***

Job-1: bl1 -Utility Bills

Standard job details

Input File Type:	CSV
Volume:	50000 per week
Multiple Files:	Yes
Multiple Records per File:	Yes
First page identifier	one record per Bill
Document Length:	Fixed page count
Orientation:	Portrait
Page Size:	Letter
Printing Type:	Simplex
Tray Switching:	No
Postal Processing:	Postal Coding, MoveUpdate, Pre-sorting (Automated electronic submission of the mail.dat file to USPS*) Standard default address variance report
File Based Processing:	No
Track My Mail:	No
Inserter Barcode Info:	1D Barcode
Barcode Placement:	Front bottom left. (If possible, create a mockup and place in the Appendix)
Final output type:	PDF

Job-2: dlq – Delinquent Notices

Standard job details

Input File Type:	CSV
Volume:	50000 per week
Multiple Files:	Yes
Multiple Records per File:	Yes
First page identifier	one record per Bill
Document Length:	Fixed page count
Orientation:	Portrait
Page Size:	Letter
Printing Type:	Simplex
Tray Switching:	No
Postal Processing:	Postal Coding, MoveUpdate, Pre-sorting (Automated electronic submission of the mail.dat file to USPS*) Standard default address variance report
File Based Processing:	No
Track My Mail:	No
Inserter Barcode Info:	1D Barcode
Barcode Placement:	Front bottom left. (If possible, create a mockup and place in the Appendix)
Final output type:	PDF

Note; *Effective 1/28/2024; Client must set up an account with USPS via PostalOne!® for electronic submission of the mail.dat file delivery of the pre-sort report due to requirements as set forth by the USPS

Custom job details: Details to be listed

- Business Rules – (BA must identify if no custom details)
  - Update PP7 Plugin to OL Connect for “bil” Job.
  - Update PP7 Plugin to OL Connect for “dlq” Job.
  - Update LREDObil.pp7 Template design to OL Connect (See Appendix B)
  - Update LREDOdlq.pp7 Template design to OL Connect
  - Update LREDOrpt.pp7 Report design to OL Connect
  - **Update the eMail PP7 design to OL Connect.**
-

Print outputs / Envelope selection: Typical number of sheets to be inserted into envelope is as follows. (BA must define sheet counts based on specific application):

- Normal – 1-5 sheets
- Mid-count – 6-10 sheets
- Overcount – 11-25 sheets
  - **Note:** exact number of pages into envelopes will differ based on client paper stock, the number of inserts added through inserter, and other unforeseen variables.

Out of Scope:

All areas not specifically covered in this document are outside of the scope of this project, including but not limited to:

- Job1
- Job2

4. Key Assumptions / Constraints / Dependencies

Assumptions/Constraints/Dependencies:

- Custom Archive (see appendix)
- Client will provide access (remote & onsite) and support, as needed, for network integration of software and hardware
- Client to provide samples needed for development & testing
- Workstation / Server environment readiness
  - Client shall select a Workstation or Server location for installation
  - If the location changes during the installation, a charge may be assessed for the additional installation
- Network readiness / IT availability
- BA to identify any items as needed

Change Requests:

- Any changes to the project scope will require Change Request Document (CRD) and quoting of development effort

5. Client Readiness Requirements

- Client is responsible for all facilities-related preparation, including power, networking, etc. in accordance with PB requirements.

- Please note that changes to these specifications and/or incomplete site preparation by Client will result in delayed implementation and additional charges to Client, including charges for initial and subsequent visits during which work cannot be completed due to lack of Client readiness. Delays resulting from Client readiness issues will not result in delays in billing or payment requirements.

6. Business Process Overview

End-User process workflow:

- Place compatible input into the designated folder accessible by solution
- Initiate job process using solution interface
- Gather printed output from printer
- Place and select specified job on inserter
- Upon successful insertion, run finished mail pieces via postage equipment

7. Technical Requirements

Client Workstation Requirements:

- Solution / end-user interface requires .NET application to be installed on individual workstations requiring access to the software

Server Requirements / Network Requirements / Application Security Requirements:

- See specification documents in appendix *(Most current PPC, & CRM specs doc to be attached in appendix prior to obtaining client signature)*

Training Requirements: (Client and PB deliverables)

- **End User Training:** Pitney Bowes will provide training on-site in one (1) session, for up to four (4) hours for up to two (2) participants. The Client will select the users to be trained, ensure their PC skills are adequate for the operation of the system, and make them available for the duration of the training without interruptions.

Disaster and Recovery: (Client deliverables)

- Maintenance of data backups, backup planning, scheduling, and disaster recovery planning and implementation for the server, database, and all workstations are the responsibility of the Client.
- Planning & implementing data redundancy and failover processes are the responsibility of the Client.

Remote Access Requirements:

- Remote Access via TeamViewer/Client-provided VPN (or similar application) to solution for installation, configuration, testing, training, and ongoing support.

8. Appendix A: Custom Archive

Advanced Technology Group (ATG) projects have a Custom Archive feature that preserves the Input, Output, and Print for each batch that is run for each job. These are located in a folder structure that is known as the Framework on the local C drive. The ATG will assign a 5-character code (CCCCC) for the project and a 3-character code for each job (bil and dlq).

Within each job there will be an Archive folder with Input, Output, and Print subfolders. Each batch is separated by Run Date and Run Time subfolders. The Input folder will contain a copy of the original input data. The Output folder will contain any exports and postal processing files. The Print folder contains PDFs of the completed documents (Adobe Reader or other PDF Viewer is necessary to view Archive files).

Note: Create I PDF per Bill and Delinquent Notice with following naming convention and save in the Archive Folder

File Naming Convention:

- Accountnumberyyyymmdd.pdf

Archive file location:

- C:\pbCCMData\CCCCC\lt1\Archive\Input\YYYYMMDD\HHMMSS
- C:\pbCCMData\CCCCC\lt1\Archive\Output\YYYYMMDD\HHMMSS
- C:\pbCCMData\CCCCC\lt1\Archive\Print\YYYYMMDD\HHMMSSAppendix: Specifications

9. Revision History

Revision	Date	Author	Changes
1.0	11/20/2023	Roberto Torres	Original Document Created
1.1	4/5/2024	RTorres	Add bill and Delinquent Template Design

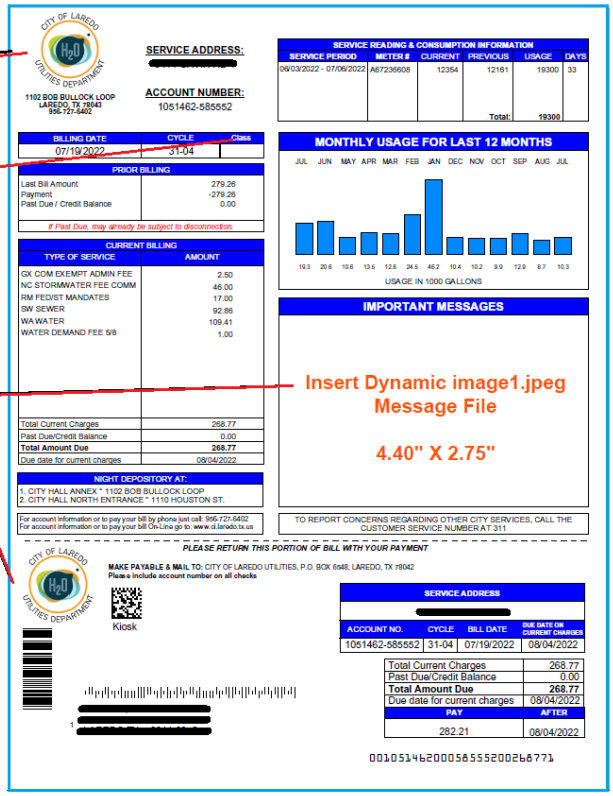
10. Appendix B: bl1 Template Design

Add new logo = newcitylogo.jpeg

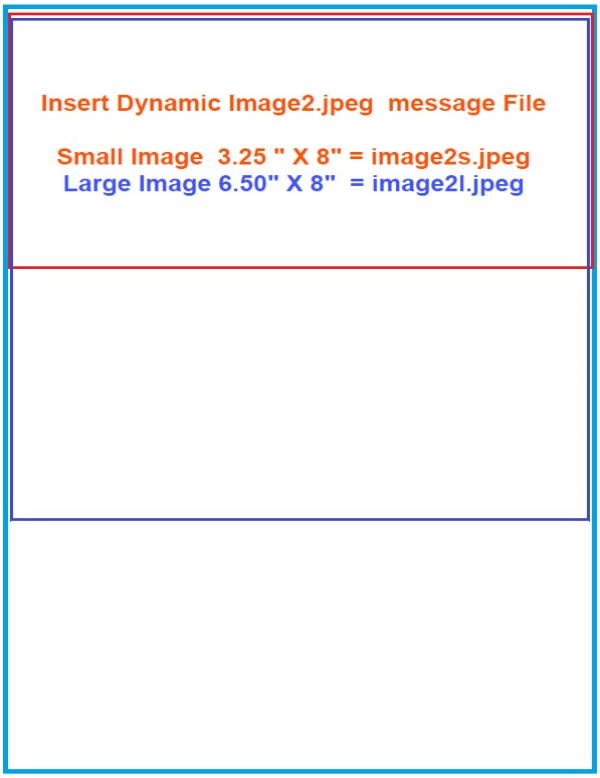
Change label from to "Class"

Pull data from utufsd.csv coumn "o"

Add dynamic image box = image1.jpeg



Back Side



Insert Dynamic Image2.jpeg message File

Small Image 3.25 " X 8" = image2s.jpeg
Large Image 6.50" X 8" = image2l.jpeg

CITY OF LAREDO
H2O
UTILITIES DEPARTMENT

1102 BOB BULLOCK LOOP
LAREDO, TX 78043
956-727-6402

SERVICE ADDRESS

8411 GAVIN RD 1

C=Commercial R =- Residential

Account Type

Add **Commercial** or **Residential** from UTBFSD "O" C= Commercial R= Residential, MF = Null

ACCOUNT NUMBER

1051462-585552

move email address here

SERVICE READING & CONSUMPTION INFORMATION					
SERVICE PERIOD	METER #	CURRENT	PREVIOUS	USAGE	DAYS
06/03/2022 - 07/06/2022	A67236608	12354	12161	* 19300	33
				Pull estimate value from UTBFMT "O" E = *	
* Estimate			Total:	19300	

Add

BILLING DATE	CYCLE	Class
07/19/2022	31-04	

PRIOR BILLING	
Last Bill Amount	279.26
Payment	-279.26
Past Due / Credit Balance	0.00

If Past Due, may already be subject to disconnection.

CURRENT BILLING

TYPE OF SERVICE	AMOUNT
GX COM EXEMPT ADMIN FEE	2.50
NC STORMWATER FEE COMM	46.00
RM FED/ST MANDATES	17.00
SW SEWER	92.86
WA WATER	109.41
WATER DEMAND FEE 5/8	1.00

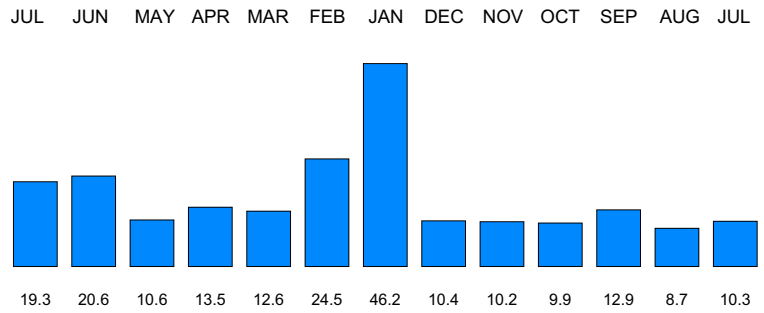
FINAL BILL

watermark from file

Total Current Charges	268.77
Past Due/Credit Balance	0.00
Total Amount Due	**268.77**
Due date for current charges	08/04/2022

For account information or to pay your bill by phone just call: 956-721-2032
For account information or to pay your bill On-Line go to: www.ci.laredo.tx.us

MONTHLY USAGE



IMPORTANT MESSAGES

Deferred Payment Plan
Reminder!
Your Current Charges DO NOT INCLUDE your payment plan amount of $11.25.
Please include additional amount with your payment.
Avoid defaulting on payment plan and prevent disconnection

Or

If Account exit in file UTBFPP.CSV deffered msg and "E"

Insert Dynamic image1.jpeg Message File

4.40" X 2.75"

TO REPORT CONCERNS REGARDING OTHER CITY SERVICES, CALL 311

PLEASE RETURN THIS PORTION OF BILL WITH YOUR PAYMENT

CITY OF LAREDO
H2O
UTILITIES DEPARTMENT

MAKE PAYABLE & MAIL TO: CITY OF LAREDO UTILITIES, P.O. BOX 6548, LAREDO, TX 78042
Please include account number on all checks

Kiosk

Payment Options

Add CofL payment website QR Code here
https://lare-egov.aspgov.com/Click2GovCX/index.html

SERVICE ADDRESS			
8411 GAVIN RD 1			
ACCOUNT NO.	CYCLE	BILL DATE	DUE DATE ON CURRENT CHARGES
1051462-585552	31-04	07/19/2022	08/04/2022

Total Current Charges	268.77
Past Due/Credit Balance	0.00
Total Amount Due	**268.77**
Due date for current charges	08/04/2022
PAY	**AFTER**
282.21	08/04/2022

Customer
Address1
LAREDO TX 78041-6852

1

00105146200058555200268771

1170

Vendor Contract Information Summary

Vendor	Pitney Bowes
Contact	Tracey Keyes
Phone	4802062984
Email	tracey.keyes@pb.com
Vendor Website	www.pitneybowes.com
TIN	06-0495050
Address Line 1	3001 Summer Street
Vendor City	Stamford
Vendor Zip	6926
Vendor State	CT
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Office Supplies and Equipment
Contract No.	656-21
Effective	12/01/2021
Expiration	11/30/2024
Accepts RFQs	Yes
Quote Reference Number	656-21
Return Policy	Equipment can be returned if defective as determined by an authorized Pitney Bowes Service Provider.
Additional Dealers	Texas Office Systems, Hewitt, TX

6/7/2024 2:23 PM

Exceptions See deviations.

pitney bowes

June 7, 2024

City of Laredo Water Utilities
5816 Daugherty Ave
Laredo TX, 78041

To Whom It May Concern:

Please use this letter as notice that current lease number 0040824768 will be terminated on October 20, 2024, providing all lease payments are current and all applicable fees have been paid. A new lease will be processed and become effective on October 21, 2024.

Thank you for continuing to do business with Pitney Bowes.

Sincerely,

Jason Seal

Jason Seal
Financial Sales Specialist
Pitney Bowes Global Financial Services

Meeting Date: 6/24/2024 **Staff Report 59.**

SUBJECT
Discussion with possible action regarding the exemption of designated landmarks, and buildings within the Historic Districts from the City of Laredo adopted International Code Council (ICC) codes, and any other matters incident thereto.

PREVIOUS COUNCIL ACTION
On June 10th, 2024, City Council directed Staff to investigate and report on other cities adopted exemptions for historic buildings, and possible exemption of Historic buildings in Laredo from the ICC family of codes.

BACKGROUND
During the June 10th, 2024 council meeting, City Council considered possible action to amend Ordinance No. 2021-O-198, which adopted the 2018 editions of the International Code Council ("ICC") code, to create an exception for Historical Buildings in the Historic District and any other matters incident thereto. Council requested Staff to reach out to other cities in order to verify exemptions to their ICC Codes for change of use to Historical Building Inspections.

Historic Buildings in the City of Laredo are exempt from all the 2018 adopted ICC codes for the exception of Chapter 12 of the International Existing Building Code (IEBC). IEBC is the only applicable code, which provides requirements for Historic Buildings to comply with the provisions of this chapter relating to their repair, alteration, relocation and change of occupancy. In cases of change of occupancy, Chapter 12- Section 1204.1 General: Historic buildings undergoing a change of occupancy shall comply with the applicable provisions of Chapter 10 of the International Building Code (IBC).

The Building Development Services contacted the eight (8) benchmark cities, to serve as reference points for the department comparative analysis for exemptions/ deviations from the IBC Codes due to a change of occupancy, and results are as follows:

1. City of Coppell
2. City of College Station
3. City of McAllen
4. City of Denton
5. City of Brownsville
6. City of Arlington
7. City of El Paso
8. City of San Antonio

All of the listed benchmark cities currently have no exemptions to Historical Buildings- Change of

Occupancy and must abide by the IBC Codes.

The City of Laredo Building Development Services is in the process of adopting the 2021 ICC Codes at the next council meeting scheduled for July 22, 2024 by submitting a Public Hearing and Introductory Ordinance.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that the City Council approves this Staff Report.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
N/A

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Staff Report 60.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Staff Report 61.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Closed Session 62.**

SUBJECT
Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive to Clear Choice Hospital LLC pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto.

PREVIOUS COUNCIL ACTION
On March 18, 2024, City Council approved through motion Resolution 2023-R100 supporting the advocacy and use of any available and applicable local incentives for the purpose of attracting investments in specialty healthcare and medical service industries to Laredo, Texas.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
To be determined after discussion and approval by Council is held.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Closed Session 63.**

SUBJECT
Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive to Project PLM pursuant to Chapter 380 of the Texas Government Code, and any matter incident thereto.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
To be determined upon discussion and negotiations.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Closed Session 64.**

SUBJECT
Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive 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:
Contingent on any action taken during discussion.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Laredo Mass Transit Board 65.**

SUBJECT
Authorizing the City Manager to waive bus fares for all El Metro bus services on June 30, 2024, for the 19th Annual National "Dump the Pump" Day. El Metro is teaming up with transportation agencies nationwide to celebrate the 19th Annual National "Dump the Pump" Day on Sunday, June 30, 2024, by offering free rides on all El Metro transit mobility services we offer such as fixed-route services and the El Lift Paratransit services. The day is dedicated to raising community awareness whereas public transportation can save people money, promote walking ability, and reduce the harmful greenhouse gases emitted into our environment. El Metro Operations budget will be used for this event.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
El Metro is teaming up with transportation agencies nationwide to celebrate the 18th Annual National "Dump the Pump" Day on Sunday, June 30, 2024, by offering free rides on all El Metro transit mobility services such as fixed-route services and the El Lift Paratransit services. The day is dedicated to raising community awareness whereas public transportation can save people money, promote walking ability, and reduce the harmful greenhouse gases emitted into our environment. The National "Dump the Pump" campaign is sponsored by the American Public Transportation Association (APTA) , which first started National "Dump the Pump" Day in June 2006 when gas prices had reached $3 per gallon and the public demand for public transportation was growing in response to high gas prices. El Metro wants the public to recognize that riding public transit is an economical way to save money, particularly when gas prices are high. Public transportation does not just help people save money, it also helps communities grow and prosper. Additionally, public transportation helps to make a community economically strong and competitive. For example, for every $1 makes a community economically strong and competitive.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Staff recommends approval authorizing the City Manager to waive the bus fares for all El Metro transit mobility services.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A

Source of Funds:	El Metro Operations
Account #:	558
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Two revenue accounts will be affected: Fixed Route 558-0000-339-1001 and Elderly and Disabled (El Lift) 558-0000-339-1005. The estimated fare loss is $2,600 for Fixed Route and $25 for El Lift service.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 7/22/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Recognition**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Consent Agenda**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 6/24/2024 **Council Item**