City of Laredo

REGULAR MEETING AGENDA

A-2025-R-10

Monday, June 16, 2025
5:30 PM

City Council Chambers

City Council

City of Laredo
Regular City Council Meeting
A-2025-R-10
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
June 16, 2025
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of Minutes of:

May 19, 2025
June 2, 2025

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 Frank Gutierrez for his over 54 years of distinguished service and contributions to the Laredo community as a local business owner and hair stylist. **REC-10**

VII. COMMUNICATIONS

1. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-1107**

2. Introduction of new leadership staff to support and strengthen our team's services and impact. **25-1116**

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor Pro-Tempore Vanessa Perez of Michael Yoder to the City Utilities Advisory Commission. **APPT - 53**

2. Reappointment, appointment and confirmation of members to serve as directors of the Downtown Business Improvement District as recommended by the Board of Directors, in accordance with the Special District Local Laws Code Chapter 3862, Sections .3862.053 and .3862.054. The City council appoints the following representatives to serve on the Board of Directors: **APPT - 54**

Reappointments Expiring June 1, 2027
1. Julian Rotnofsky
2. Lawrence Friedman
3. Hilda Torres
4. Jasveer Malik

New Appointments Expiring June 1, 2029
5. Jack Cruthrids
6. Daniel Davila
7. Grayson Holloway

IX. PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 9, Block 480, Eastern Division, located at 410 East Eistetter Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District). **25-956**

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

ZC-035-2025
District IV

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a restaurant (drive thru) on Lot 6, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7617 Peacefulmeadow Court, Unit A26 (approximately 1,983 square feet). **25-1028**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the addition of two conditions. One condition will identify the door, next to the drive thru window, will not be in service. The other condition will identify only one drive thru lane instead of the two proposed lanes as shown in Exhibit A. However, staff does not support the application.

ZC-036-2025
District V

3. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.3 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District). **25-957**

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

ZC-037-2025
District I

4. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 71.8 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District). **25-958**

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

ZC-038-2025
District I

5. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 151, Block 1, Villas San Agustin, Unit 11, located at 11101 Riverbank Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District). **25-1003**

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

ZC-039-2025
District VII

6. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a second single family residential detached on Lots 11 and 12, Block 937, Eastern Division located at 1702 East O'Kane Street. **25-1029**

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

ZC-041-2025
District IV

7. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2 and 3, Block 7, San Isidro Northeast, Las Palmas Subdivision, Phase 2, located at 11110 and 11082 Cavatina Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District)). **25-1033**

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

ZC-043-2025
District VI

8. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 2, Block 54, Calton Gardens Subdivision No. 2, located at 5409 Springfield Avenue. **25-1035**

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

ZC-052-2025
District IV

X. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance authorizing the City Manager to execute a lease agreement with Laredo Center for Urban Agriculture and Sustainability (LCUAS), only for the Garden Grounds of the “Canseco House”, excluding the house and storage room on 1415 Chihuahua St., in the City of Laredo, Webb County, Texas. The new lease terms will be of three years with an annual rate set and agreed by both parties at one dollar per year. **25-966**

2. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY 2024-2025 of Community Development Department budget by increasing revenues and expenditures by $6,288.00 in order to appropriate the additional HOME Investment Partnerships American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development (HUD) and to ratify the authorization of the City Manager to execute any documents needed due to these additional funds. the city was notified of these additional funds on May 28, 2025 and were **25-1062**

identified by HUD after they conducted their internal quality control check.

3. An Ordinance amending Chapter 7, Article III, Section 7-40.C of the Code of Ordinances, updating the registration fee schedule as follows: **25-1064**

Initial Implementation Year (Jan 1, 2025 -Jan. 1, 2026) -None
Beginning Jan 2, 2026 all initial registrations - $300
Registration after 2 years of vacancy - $500
Registration after 3 years and beyond of vacancy - $750
Late Registration Fee $100

4. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2024-2025 annual budget by appropriating revenues and expenditures in the estimated amount of $274,064.00 in the 2015 Certificate of Obligation Bond. The interest earnings being appropriated are for the purchase of property located in the city's downtown area and for allowable expenses under the 2015-O-117 ordinance. Funding is available in the 2015 Certificate of Obligation Bond. **25-1078**

5. Amending Code of Ordinances Chapter 28, Article IX Public Right-of-Way Management, Section 28-181, Section 28-207, Section 28-216, Section 28-220, Clarifying existing regulations that provide greater control of the City of Laredo Public Right of Way; to prevent damages and to ensure good conditions of Public Right of Way; update penalty fees; Clarifying pre and final inspections; Clarifying "Right of Way Driveway User". **25-1088**

(Recess)
(Press Availability)

XI. INTRODUCTORY ORDINANCES

6. An Ordinance of the City of Laredo, Texas, amending Chapter 21 of the Code of Ordinances by adding section 8, which will require Home Owner's Associations to allow home owners to install perimeter fencing within a property for security purposes. **25-1004**

XII. SECOND READING

7. An Ordinance authorizing the City Manager to grant a non-exclusive franchise to Dumpster Rescue LLC 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 **25-900**

date. Franchise fees will be deposited into the General Fund.

XIII. FINAL READING OF ORDINANCES

8. Authorizing the City Manager to grant a License, as attached hereto, by and between The City of Laredo, Texas, herein designated as "Licensor" and AT&T Corp., a New York Corporation, hereinafter designated as "Licensee," dated July 31, 2025, for the use of one innerduct in the Juarez Lincoln Bridge and 555.5 linear feet of right-of-way. **2025-O-111**

1. Term of the License Extension shall be for five years commencing on August 1, 2025 and terminating on July 31, 2030.
2. Annual duct fee shall be $40,912.50 and will increase by five percent every year the License is in place. In addition to the duct fee, Licensee shall pay an $14.42 linear foot right-of-way fee, and will increase by five percent every year.

9. Authorizing the City Manager to execute a Second Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet/Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to extend the term of the lease one additional five year term commencing May 3, 2025; with an additional three, five year terms. Rent shall increase from $28,197.00 to $35,000.00 per year with a four percent escalation; all other terms and conditions remain in full force and effect. **2025-O-112**

10. An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $1,368,770.00 for the Texas Department of Transportation TASA (Transportation Alternative Set Aside) grant for City improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. The local match will be funded by the Tax Increment Reinvestment Zone #1 (TIRZ No 1). Grant will be allocated in the Capital Grant Fund. Providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date. **2025-O-109**

11. An Ordinance amending ordinance 2024-O-196 to recognize continuous service for former United Water employees in accordance with the Texas Municipal Retirement System (TMRS) Restricted Prior Service Agreement; To re-open the Voluntary Retiree Incentive Program (VRIP) for 30 days for these employees; To extend the VRIP benefit to those who retired during the original **2025-O-106**

VRIP window; And providing for an effective date.

12. An Ordinance accepting and amending the FY 2024-2025 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications in the amount of $430,000.00 to fund the NG911 Program for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata counties, to make a total on the biennium of $7,625,515.00 for the period beginning September 1, 2023 through August 31, 2025. **2025-O-110**

13. Amending Chapter 18, Article V, of the City of Laredo Code of Ordinances to change the title of Article V to “Certificate of Occupancy,” to establish policies and procedures for the issuance, maintenance, and historical record keeping of certificates of occupancy within the City of Laredo; and establish a framework for addressing missing certificates of occupancy for long-standing business and properties to ensure regulatory compliance and public safety while minimizing undue burdens on property owners; and adding Section 18-27 entitled “Record Keeping and Reinstatement Process;” providing that the ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date. **2025-O-113**

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.

CITY ATTORNEY: DOANH "ZONE" T. NGUYEN, CITY ATTORNEY

14. Discussion with possible action to consider a hearing pursuant to 212.904 of the Texas Local Government Code requested by Craig Lawrence, through his attorney, as it relates to the development of the property located at 4302 E. Saunders. **25-1002**

CITY SECRETARY: MARIO MALDONADO, JR.

15. Consideration to approve a final contract amount increase with the Webb County Elections Office / Administrator in the amount of $57,473.27 for conducting the Bond Election in the City of Laredo on May 3, 2025, including early voting from April 22, 2025 through April 29, 2025. The original estimated contract amount between the City of Laredo and Webb County Elections Office / Administrator was $140,105.37. The final contract amount is $197,578.64. **25-1087**

COMMUNITY DEVELOPMENT: TINA MARTINEZ, DIRECTOR

16. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to execute all necessary documents **2025-R-151**

to purchase the “surface only” for 1218 Matamoros Street as per legal description of E3’ of S49.6’ of 1; W3.5’ of E6.5’ of S11’-1; W9.95’ of S49.6’ of 2, Block 73, Western Division, Laredo, Texas 78040 for the total amount of $97,000.00 plus closing costs; providing for an effective date. Funding is available through the 2015 Certificate of Obligation.

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

17. Consideration for approval to award a contract to CGS Premier, LLC, in the amount of $147,315.00 utilizing GSA Cooperative Contract# 47QMCA21D000U for the purchase of a Ford Transit, Laredo Tourism Van for promotional use by the Laredo Convention and Visitors Bureau. Funding is available in the Convention and Visitors Bureau budget. **25-1025**

ECONOMIC DEVELOPMENT: MIRIAM CASTILLO, DIRECTOR

18. A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo Clear Choice ., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The five year agreement obligates the Company to invest an aggregate estimated amount of $14,000,000.00 for the expansion to a Micro Hospital and create at least 36 new full-time permanent jobs. **2025-R-150**

19. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submission of a grant application in the amount of $545,902.00 to the Laredo Webb County Metropolitan Planning Organization for the 2025 Transportation Alternative Set Aside Program for the Safe Routes to School Program, if grant is awarded, a 20 percent match of $109,180.40 and a 15 percent administrative fee of $81,885 is required, for a grand total of $627,787. Funding is available in the 2022 Certificate of Obligation Bond, District 3 Priority Funds. **2025-R-160**

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

20. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept setting a temporary construction speed zone limit at SH 255: 55 MPH from FM 1472 (Mile Point 1.000) to Approximately 580 ft. east of FM 1472 (Mile Point 10.110 / 0.110 Miles). **2025-R-152**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

21. Consideration to award two-year parts/service contract FY25-060 **25-997**

for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's John Deere equipment to the sole bidder RDO Equipment, Laredo, Texas, in an annual amount up to $350,000.00 and two-year amount of $700,000.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three, additional one-year periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund

22. Consideration to renew annual service contract FY24-101 with the following vendors: **25-1034**

1. Section I - BTE Body Co., Irving, Texas in an amount up to $150,000.00 (Parts only);

2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to $145,000.00 (Service only);

3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to
$145,000.00 (Service only);

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be secured on an as needed basis. Fund is available in the Fleet Management Fund.

23. Consideration to award two-year supply contract FY25-061 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with: **25-1061**

1. Sames Motor Company, Laredo, Texas in an annual amount up to $300,000.00 and two-year amount of $600,000.00;

2. Gillie Hyde Ford, Glasgow, Kentucky in an annual amount up to $175,000.00 and two-year amount of $350,000.00.

All parts will be secured on an as needed basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three additional one-year periods upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

24. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Women's Health and Family Planning Association of Texas (WHFPT) d.b.a. Every Body Texas, WHFPT Title X Project Grant in the amount of $56,214.00, with no match for the City of Laredo Public Health Department for the term period from April 01, 2025 through March 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - WHFPT Title X Project Grant - **2025-R-155**

HUMAN RESOURCES: LINDA TENIENTE, DIRECTOR

25. Discussion and possible action to consider a first request for an extension of Injury Leave with pay for Patrol Officer Brian A. Siegfried, in accordance with Section 143.073(b) of the Texas Local Government Code, for a period of 200 working days. Funding is available in the General Fund-Police Department. **25-1047**

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

26. Consideration to authorize a purchase contract from a Sole Source Manufacturer, Sportaflex, LLC, Mesa, Arizona, to provide portable fencing material for the Buena Vista Sports Complex located at 4709 Cuatro Vientos Road, Laredo, Texas 78046 in an amount not to exceed $135,517.95. Funding is available through the Sports Venue 2021 Revenue Bond. **25-1060**

27. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2024-2025 Buena Vista Complex Fund Full Time Equivalent (FTE) Position Listing by creating eighteen point eight (18.8) new positions, one (1) Superintendent, one (1) Finance/Sales Manager, one (1) Facilities/Operations Manager, one (1) Facilities Maintenance Supervisor, one (1) Marketing/Business Development Supervisor, three (3) Administrative Assistants, six (6) Groundskeepers and Facility Maintenance Workers and four point eight (4.8) Maintenance and Events Workers and amending the FY 24-25 approved budget by appropriating $500,000 of revenues and expenditures for the remaining FY 24-25. The funding is available through the Sports and Community Venue Fund in the amount of approximately $500,000. **25-1084**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

28. Consideration to authorize the purchase of ten police interceptor power bikes from Recon Power Bikes, Fort Wayne, IN, in the amount of $53,560.00. The purchase of these interceptor power **25-750**

bikes shall be made utilizing the GSA Contract number 47QSSC24D001B. This purchase will be funded through the FY2025 Operation Lone Star (OLS) Grant. Funding is available in the Special Police Fund.

29. Authorizing the City Manager to accept a grant in the amount of $872,271.00 to fund the Laredo Police Department HSI HIDTA Task Force, the Laredo DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force. These initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Grant will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026. Funding is available in the Financial Task Force Fund. **2025-R-164**

30. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a joint grant application through the Webb County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (SS4A) Implementation Grant program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $24,901,970.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $1,990,097.00, providing an investment of 8% for the $24.9M application amount for the Roadway Safety Improvements across the City of Laredo. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028-2030. If approved, grant will be funded in the Capital Grants Fund and local match will be from a proposed Certificates of Obligation issue. **2025-R-161**

END OF CONSENT AGENDA

XV. STAFF REPORTS

31. Discussion with possible action to accept and approve reports/reviews presented by Internal Audit. **25-1052**

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.

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

32. Consideration to purchase automobile parts, transit parts, and supplies for Laredo Transit Management, Inc., (LTMI) with contract Buyboard 723-23 cooperative contract vendor Rush Truck Center of Texas, L.P. for a cumulative amount $40,866.28 and to allow future purchases for an additional amount not to exceed $190,000.00, for one year which will expire on November 30, 2026. Funding is available in the El Metro Maintenance accounts. **2025-RT-28**

Vendor:

1. Rush Truck Center of Texas, L.P. $190,000.00

33. Authorizing the City Manager to accept resolution approving the Laredo Transit Management, Inc. (LTMI) Title VI Program and authorizing the City Manager and staff to submit the plan to the Federal Transit Administration (FTA) and to the Texas Department of Transportation (TxDOT) Office. FTA and TxDOT require that transit systems receiving federal or state financial funds must update and submit the Title VI Program Plan every three years to ensure their compliance with Civil Rights Act. **2025-RT-29**

34. Authorizing the City Manager to submit a grant application in the amount of $1,153,412.00 to the Federal Transit Administration (FTA) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. This grant application will combine three years of apportionment funding. Funding will be used for replacement of paratransit vans, purchase software, purchase equipment, and provide operating assistance. All of the projects will benefit El Lift Program, which provides services to the senior citizens and people with disabilities in our community. FTA share is $779,264.00 and the Local Match is $374,148.00. Funding is available in the Capital Grants Fund. No financial impact at this moment. **2025-RT-30**

35. Authorizing the City Manager to submit a grant application in the amount of $8,675,521.00 to the Federal Transit Administration (FTA) for Fiscal Year 2025 Section 5307 Urbanized Area Formula authorized under the Bipartisan Infrastructure Law. The FTA grant share is $4,786,494.00 with a total local match of $3,889,027.00, broken down as follows: $3,589,871.00 for operating expense (50/50) and $299,156.00 for capital preventative maintenance **2025-RT-31**

(80/20). The grant funding will be used for El Metro's operating and capital preventative maintenance assistance. Funding is available in El Metro Operations Fund. No financial impact at the moment.

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

XIX. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

36. Discussion with possible action on the formal approval of an MOU with Green Corridors LLC, and any matters related thereto. **25-C-101**

Sponsors: Mayor Pro Tempore Vanessa Perez and Cm. Ruben Gutierrez Jr.

Request by Council Member Ricardo "Richie" Rangel, Jr.

38. Discussion with possible action to review ordinance related to bulky waste generated at apartment complexes , homes and businesses regarding responsibilities of property owners, managers and tenants and any other matters incident thereto. **25-C-98**

Request by Council Member Ruben Gutierrez, Jr.

39. Discussion with possible action to direct the City Manager to conduct a feasibility study on implementing a four-day, ten-hour workweek for City employees and identifying the departments suitable for participation; and any matter incident thereto. **25-C-99**

Request by Council Member Dr. David Tyler King

40. Presentation by the South Texas Chapter of the Alzheimer's Association and discussion, with possible action, for the City to participate in the Walk to End Alzheimer's Laredo in October 2025, and any matters incident thereto. **25-C-91**

Sponsors: Mayor Dr. Victor D. Trevino and Cm. Melissa R. Cigarroa

Request by Mayor Pro Tempore Vanessa J. Perez

41. Discussion with possible action to develop an improved method for handling "turn-arounds" from insufficient fees at WTB, with an update on the directive requiring 100% of accounts have a backup credit card on file, eliminating turn arounds, and any other matters incident thereto. **25-C-89**

Sponsors: Mayor Dr. Victor D. Trevino, Cm. Ricardo "Richie" Rangel Jr. and Cm. Ruben Gutierrez Jr.

42. Discussion with possible action on pending staff recommendations to Ordinance 2021-O-122 from the May 15, 2023 agenda item regarding paved parking ordinances, enforcement efforts for **25-C-95**

industrial and commercial vehicles parking on dirt lots, and any other matters incident thereto.

43. Discussion with possible action regarding the policy/process of awarding contracts and/or entering into partnerships, agreements, relationships, engagements, etc. with entities, and any other matters incident thereto. **25-C-96**

Request by Council Member Gilbert Gonzalez

44. Recognition of Jesus Genaro Chapa, a District 1 resident for his continued dedication to Independence Regional Park by keeping us informed about the needs and progress of our community throughout the years. His commitment , communication and service have made a lasting impact. **25-C-100**

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 Wednesday, June 11, 2025 at 5:30 p.m.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Communications 1.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Communications 2.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Appointment 1.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Appointment 2.**

SUBJECT
Reappointment, appointment and confirmation of members to serve as directors of the Downtown Business Improvement District as recommended by the Board of Directors, in accordance with the Special District Local Laws Code Chapter 3862, Sections .3862.053 and .3862.054. The City council appoints the following representatives to serve on the Board of Directors:

Reappointments Expiring June 1, 2027
1. Julian Rotnofsky
2. Lawrence Friedman
3. Hilda Torres
4. Jasveer Malik

New Appointments Expiring June 1, 2029
5. Jack Cruthrids
6. Daniel Davila
7. Grayson Holloway

PREVIOUS COUNCIL ACTION
City Council authorized the creation of a Municipal Management District (MMD) to be located in downtown Laredo via Resolution No. 2012-R-108, appointing the initial board consisting of 9 members.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

Planning & Zoning Commission

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 9, Block 480, Eastern Division, located at 410 East Eistetter Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

ZC-035-2025
District IV

Council District: District 4 **Zone Case:** ZC-035-2025

Letters sent to property owners: 33

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-035-2025

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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2. Supporting Goal(s)/Policy(ies)

Policy 5.2.2

"Encourage a mix of housing types and densities in new developments and infill areas."
Page 5.33
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: This policy encourages a broader spectrum of residential options, including multifamily and higher-density housing, especially within infill areas. The rezoning from R-1 to R-3 aligns with this by permitting multifamily development in an area surrounded by diverse housing types.

Goal 1.1

"Promote compact development and mixed-use development patterns that encourage walkability and efficient infrastructure use."
Page 1.27
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: While not explicitly a mixed-use rezoning, allowing higher-density residential use within an existing urban fabric supports compact development and may improve walkability, especially near amenities such as parks and minor arterials.

Policy 1.2.3

"Promote infill development and redevelopment that adds value to existing neighborhoods and leverages existing infrastructure."
Page 1.28
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The proposed rezoning qualifies as infill development and leverages existing infrastructure. The surrounding area already supports mixed housing densities, and this change may encourage reinvestment in an underutilized lot.

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3. Summary of Alignment

The proposed rezoning from R-1 (Single Family Residential) to R-3 (Mixed Residential) at 410 East Eistetter Street moderately aligns with the *Viva Laredo Comprehensive Plan*. It supports broader housing choices and higher density in a predominantly residential area, aligning with policies that encourage infill development (Policy 1.2.3) and housing diversity (Policy 5.2.2). While the Future Land Use Map designates this area as "Low Density Residential," the presence of existing multifamily and mixed uses nearby, along with adjacency to other R-3 zones, indicates functional compatibility.

The alignment is classified as **Moderate** because the proposal advances the *intent*—though not the letter—of specific plan goals related to housing flexibility and efficient land use. The agenda item intersects with broader planning themes including **housing equity**, **infrastructure efficiency**, and **neighborhood reinvestment**.

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4. Additional Requirements

All cited policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 6/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Luz Maria Dominguez, owner; Jorge Dominguez, Owner and Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 9, Block 480, Eastern Division, located at 410 East Eistetter Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

ZC-035-2025
District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV – Ricardo "Rick" Garza

Proposed use: The proposed use is for residential.

Site: The site is currently occupied with a single family home and two detached structures.

Surrounding land uses: To the north of the site is East Ryan Street, Ramos Park, multifamily residential uses, and single family residential uses. To the east of the site is Maryland Avenue, vacant developed land, and single family residential uses. To the south of the site is Eistetter Street, single family residential uses, multifamily residential uses, and vacant developed land. To the west of the site is Springfield Avenue, Border Town Detailers (car detailing service), single family residential uses, multifamily residential uses, Ignite Training Facility (basketball club), Gregory's Driving School, The Character Connection (Counselor) and vacant developed land.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial, and identifies Eistetter Avenue and Maryland Avenue as Local Streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 33 **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 site meets the minimum lot width of 46 square feet and lot depth of 120 square feet as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 137.1 and lot depth is approximately 46.1.
2. The proposed site is abutting R-3 zoning districts.
3. There are similar uses within the vicinity.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

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. The area is predominately residential uses.

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

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 zone does not allow for multifamily residential uses as intended by the applicant.

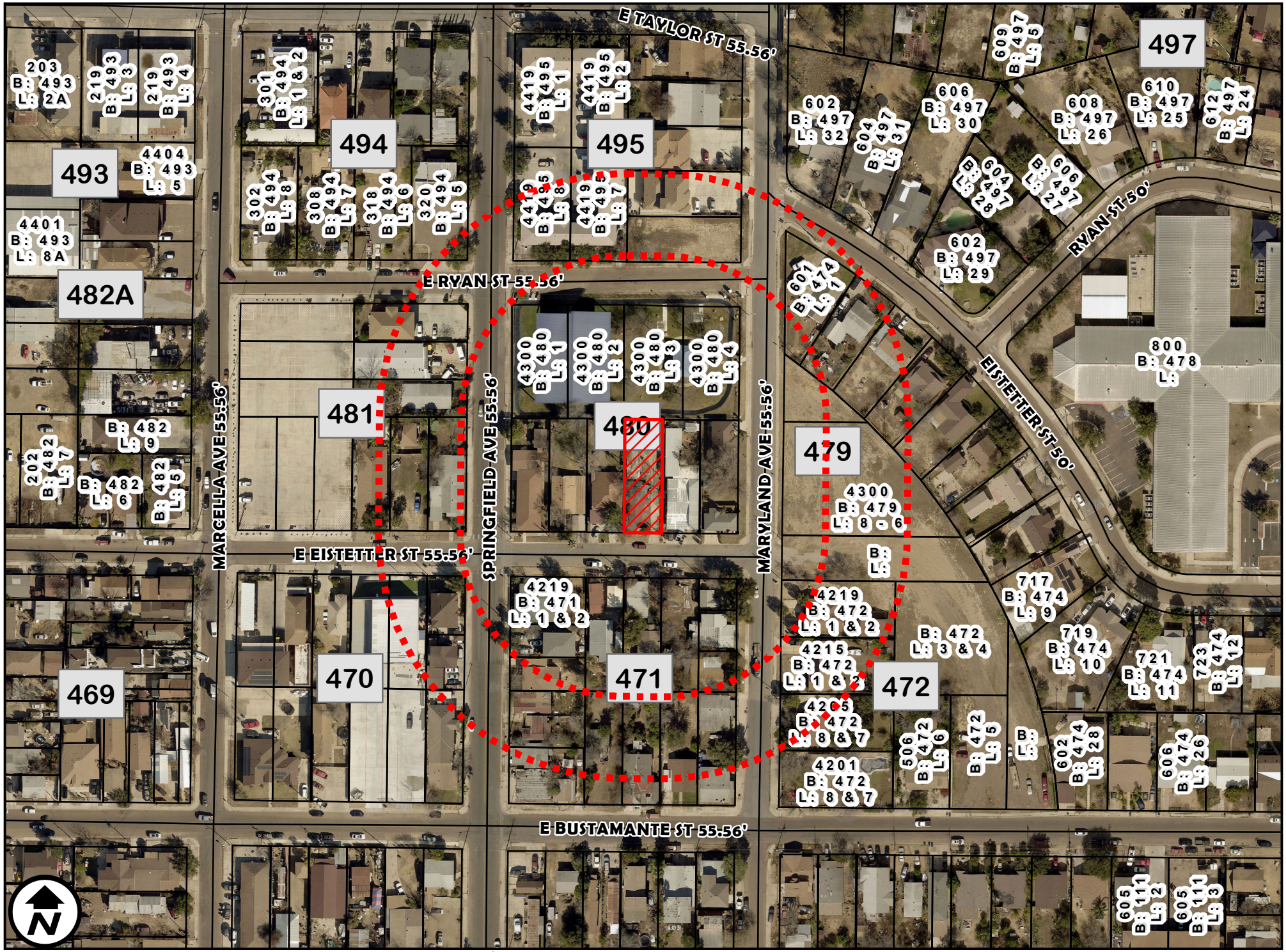
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

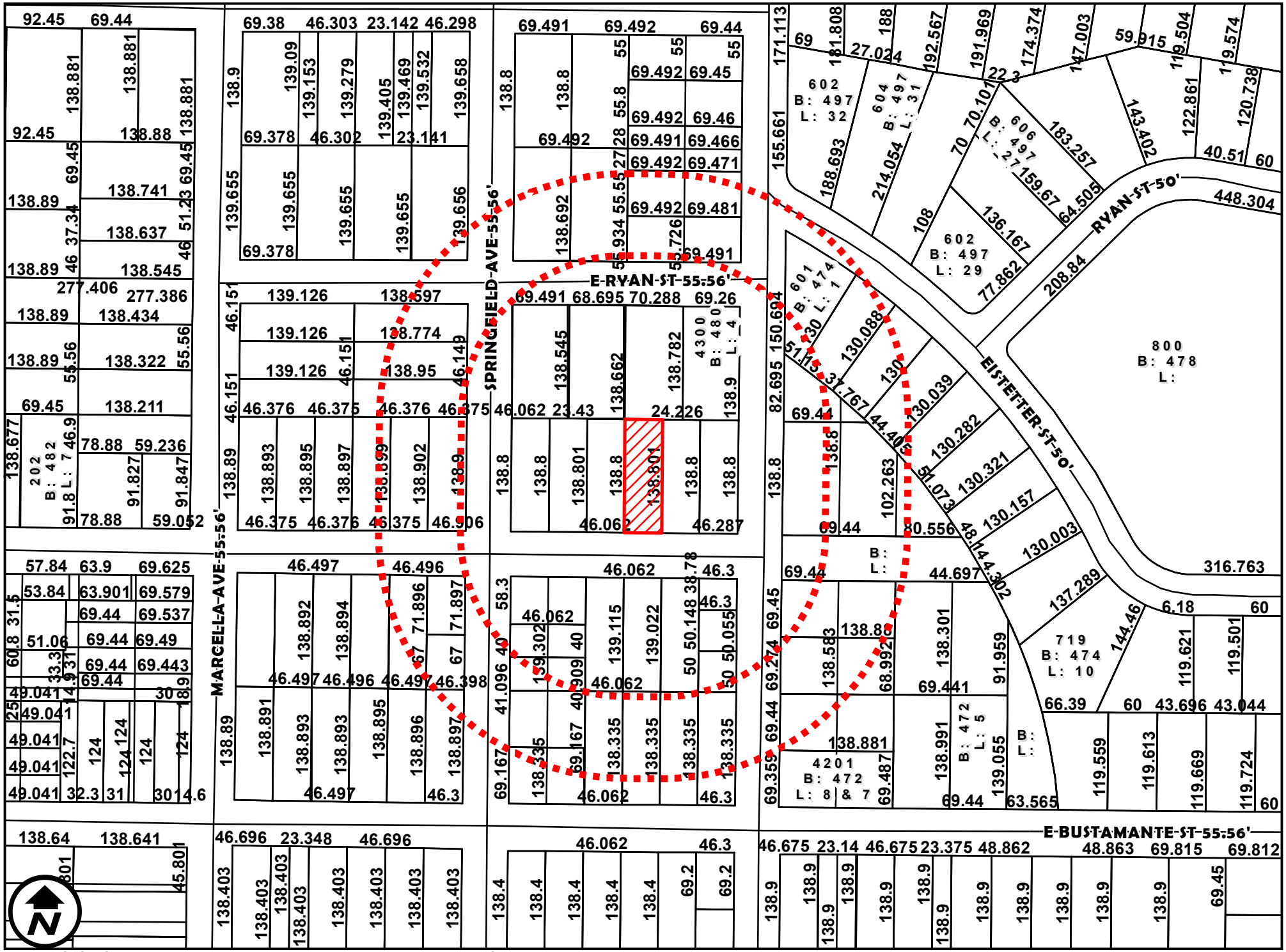


AERIAL MAP

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

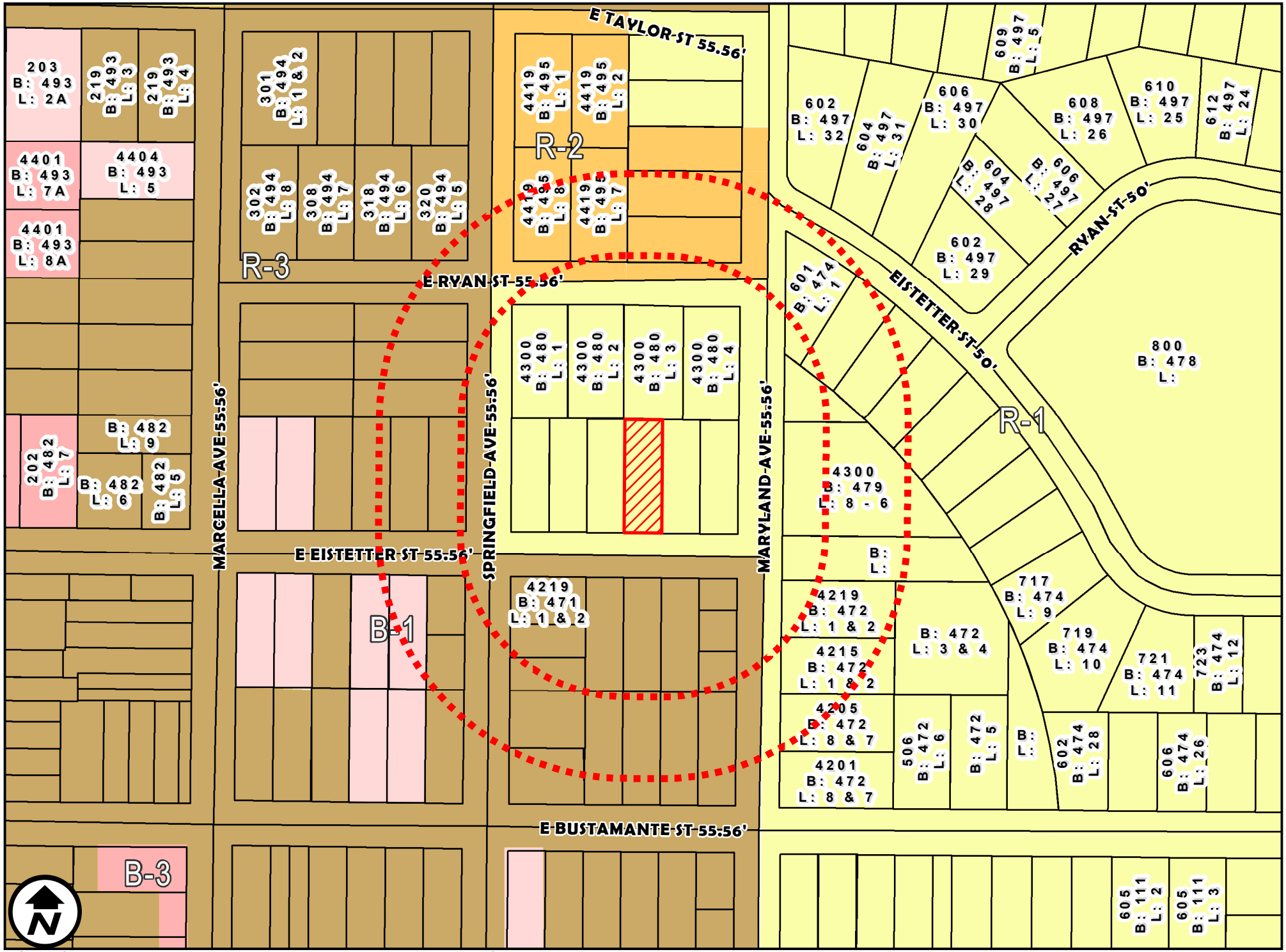


DIMENSIONS MAP

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

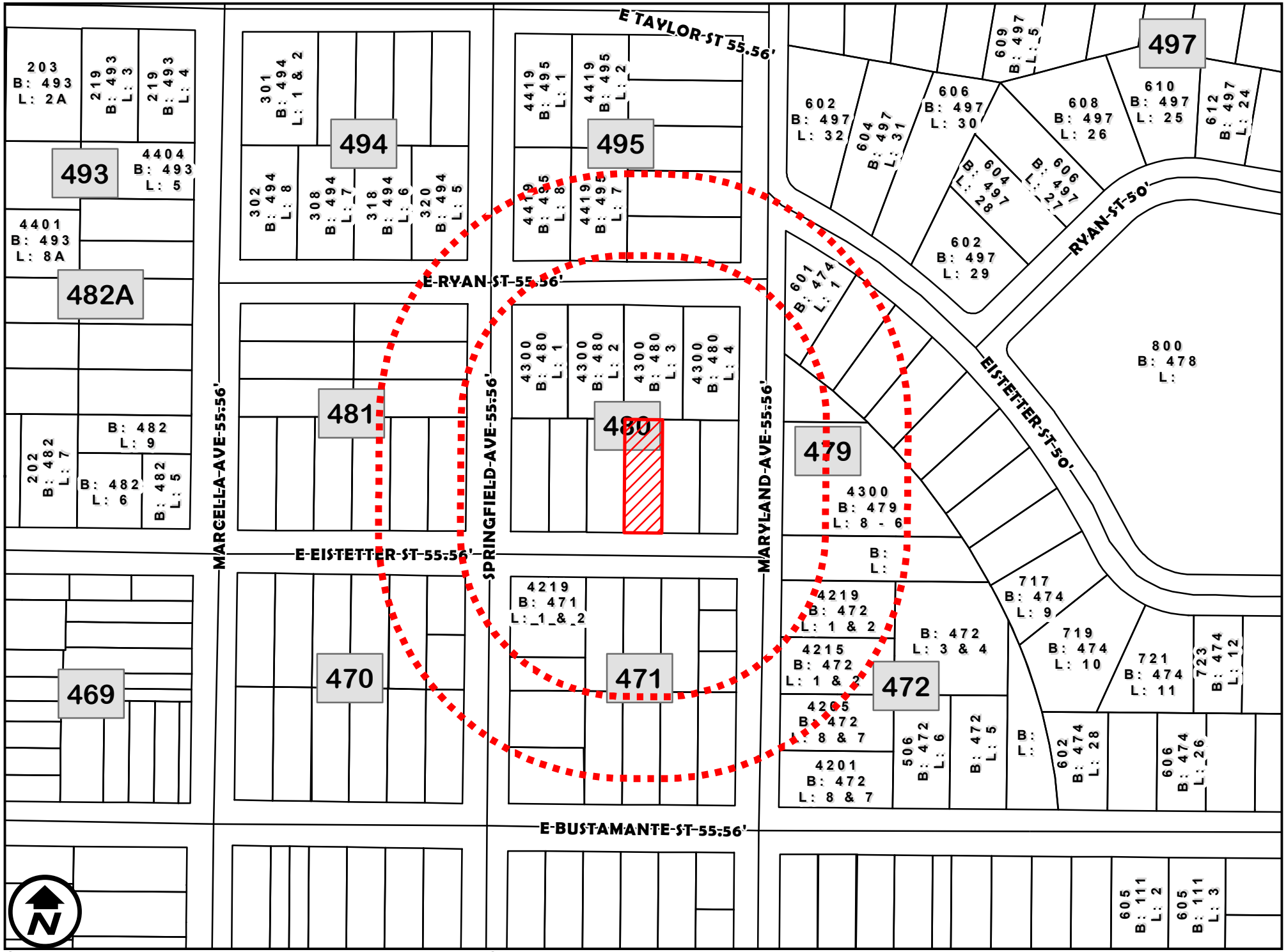


ZONING MAP

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

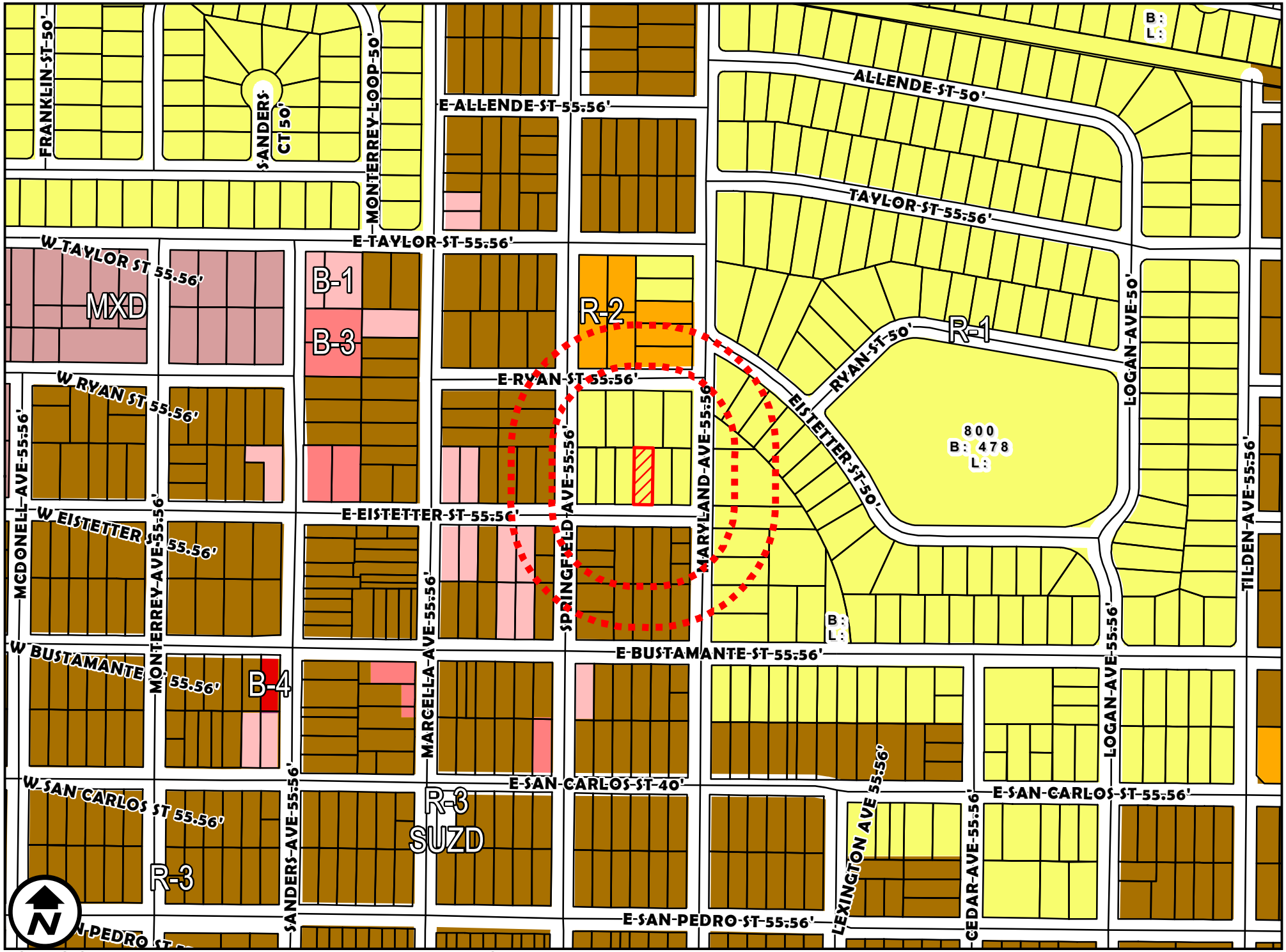


SURVEY MAP

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

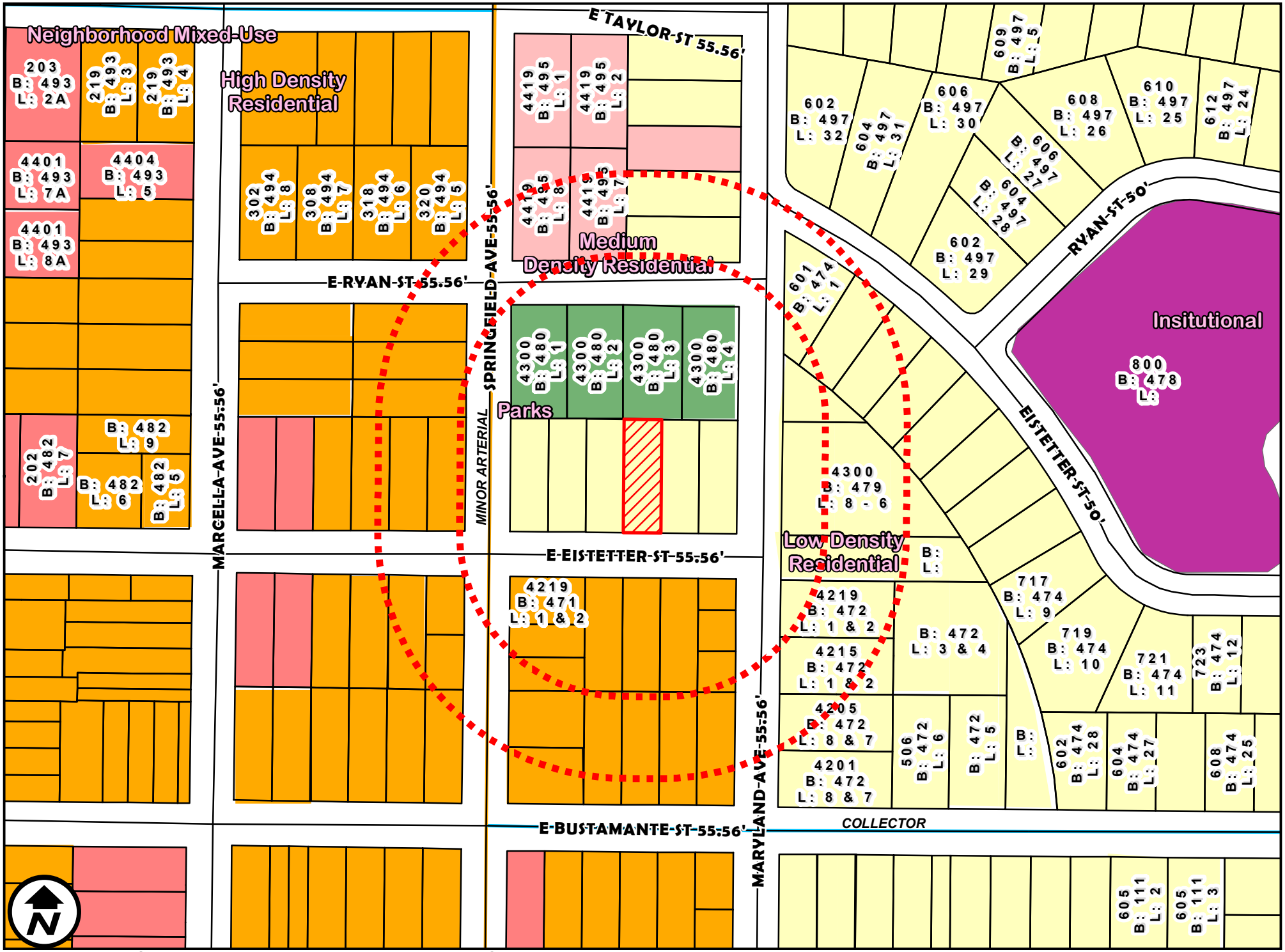


ZONING OVERVIEW

1 inch = 300 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

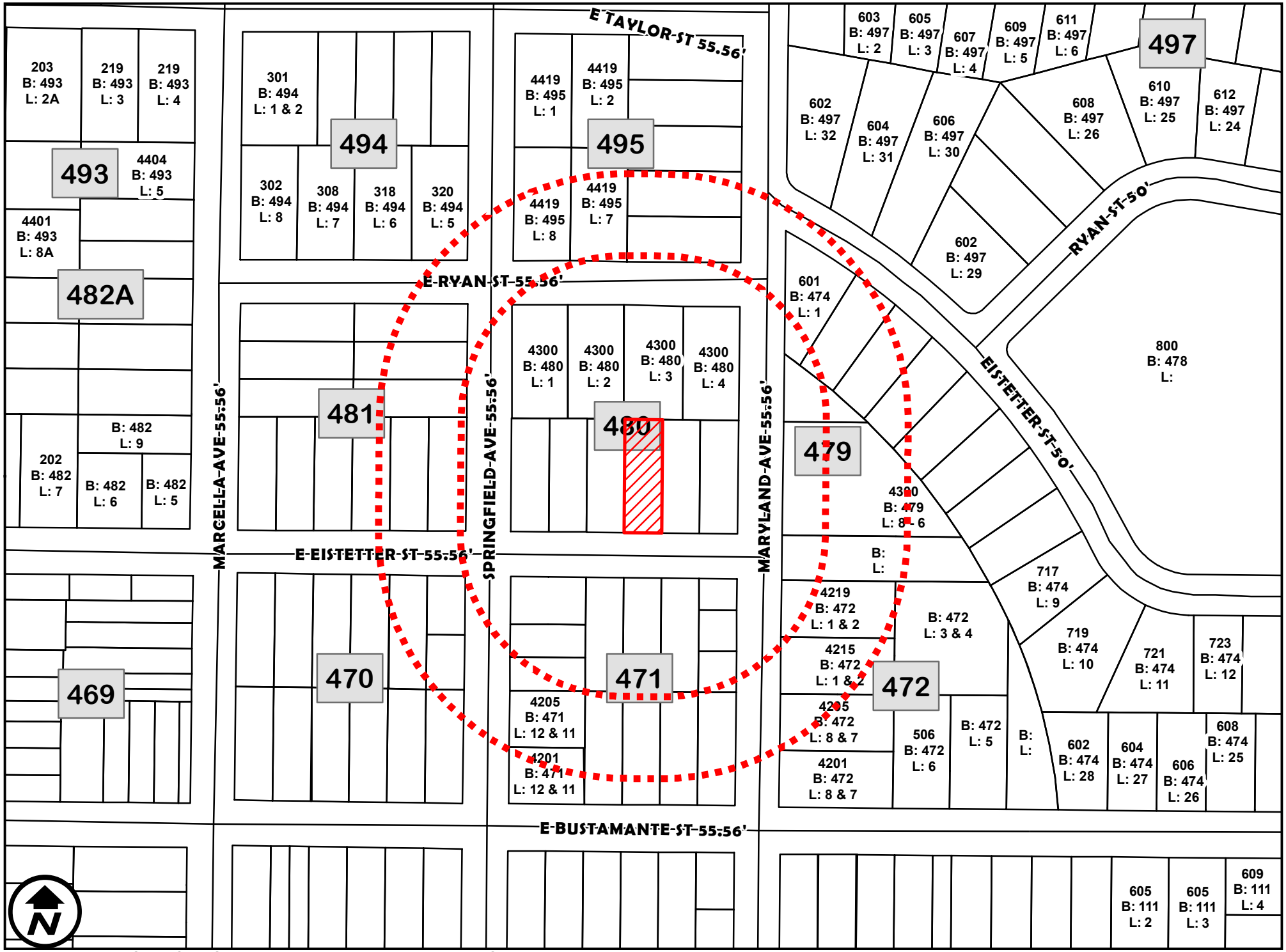


FUTURE LANDUSE

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-035-2025
COUNCIL DISTRICT 4
410 EAST EISTETTER STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)


PRIVATE PROPERTY
NO TRESPASSING
FOR SALE
ZC-035-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
PRIVATE PROPERTY
NO TRESPASSING
Galaxy S24+

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 9, BLOCK 480, EASTERN DIVISION, LOCATED AT 410 EAST EISTETTER STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 9, Block 480, Eastern Division, located at 410 East Eistetter Street, from R-1 (Single Family Residential 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 15, 2025; 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 16, 2025 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 Lot 9, Block 480, Eastern Division, located at 410 East Eistetter Street, from R-1 (Single Family Residential 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 _____, 2025.

_____
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

City Council

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a restaurant (drive thru) on Lot 6, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7617 Peacefulmeadow Court, Unit A26 (approximately 1,983 square feet).

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the addition of two (2) conditions. One condition will identify the door, next to the drive thru window, will not be in service. The other condition will identify only one drive thru lane instead of the two proposed lanes as shown in Exhibit A. However, staff does not support the application.

ZC-036-2025
District V

Council District: District 5 **Zone Case:** ZC-036-2025

Letters sent to property owners: 25

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 & Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit with the addition of two (2) conditions. One condition will identify the door, next to the drive thru window, will not be in service. The other condition will identify only one drive thru lane instead of the two proposed lanes as shown in Exhibit A.
STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 06/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Luis A. Estrada Properties LLC., Owner; Luis A. Estrada, Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a restaurant (drive thru) on Lot 6, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7617 Peacefulmeadow Court, Unit A26 (approximately 1,983 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit with the addition of two (2) conditions. One condition will identify the door, next to the drive thru window, will not be in service. The other condition will identify only one drive thru lane instead of the two proposed lanes as shown in Exhibit A. However, staff **does not support** the application.

ZC-036-2025
District V

PREVIOUS COUNCIL ACTION

On June 7, 2004, the City Council approved a zone change of a B-1 zoning to a B-3 zoning, on Lot 7, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7619 Rocio Drive. (Ordinance Number 2004-O-117 – Tacos Kissi).

On August 4, 2014, the City Council approved a special use permit for a restaurant serving alcohol, on Lot 7, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7619 Rocio Drive. (Ordinance Number 2044-O-087 – Tacos Kissi).

BACKGROUND

Council District: V – Cm. Ruben Gutierrez, Jr.

Proposed use: The proposed use is a restaurant with a drive thru (PJ's Coffee House of New Orleans).

Minimum Zoning District Required for Proposed Use: B-3 (Community Business District) zoning district.

Current Zoning District: The site is currently zoned as a B-1 (Limited Business District) zoning district.

Site: The site is occupied by a commercial plaza, which includes Tacos Kissi, TopLine Nutrition, Fit Room One, Succulenta, Sara's Boutique, and other commercial businesses.

Surrounding land uses: To the north of the site is Taco Kissi, East Del Mar Boulevard, and single family residential uses. To the east of the site is a commercial plaza, which

includes, La Finca Bruncheria, and Café, Del Mar Barbershop, and Scratch Sandwich Company and Brunch. To the south of the site is Peacefulmeadow Court and a commercial plaza, which includes, Lollipop Learning Center, Mundo Montessori, Lily Hachar Dance Studio, and Royal Party Palace. To the west of the site is Rocio Drive and a commercial plaza, which includes, Marble Slab Creamery, Jujuice Cold Pressed Juicery, Casa Blanca Specialty Coffee, and Popeyes Louisiana Kitchen.

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 does not identify Peacefulmeadow Court or Rocio Drive. However, it does identify East Del Mar Boulevard as a Modified Major Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **6** to **0** vote recommended **approval** of the conditional use permit with the addition of two (2) conditions. One condition will identify the door, next to the drive thru window, will not be in service. The other condition will identify only one drive thru lane instead of the two proposed lanes as shown in Exhibit A.

STAFF RECOMMENDATION

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

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

1. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

   • Total parking spaces required for the proposed restaurant (drive thru) and commercial structure = 218 parking spaces

   • Proposed restaurant (drive thru) requires = 10 parking spaces

   • Required remaining commercial structure = 208 parking spaces

   • Actual amount identified on site plan = 182 parking spaces

   • Therefore, the proposed site would need an additional 36 parking spaces.

2. The proposed use is anticipated to have a negative impact in the surrounding area or neighborhood due to the high increase in traffic, which includes possible traffic

spill over and inadequate queuing.

3. As per the attached “Exhibit A” page 2, there is a proposed second drive thru lane with 4 additional parking spaces. After a preliminary review with the Building Development Services Division, the proposed design does not meet the maneuvering space requirements. As per the Land Development Code, Ordinance No. 90-O-107, the required minimum width for aisle (maneuvering) space is 24 feet.

General Comments:

1. The approval of the conditional use permit does not guarantee the issuance of the building permit.
2. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions

1. The Conditional Use Permit is restricted to approximately 1,983 square feet located within Unit A26, as per Exhibit A, which is made part hereof for all purposes.
2. The hours of operation shall be limited to, Monday – Sunday, 6:00am to 10:00pm.
3. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
4. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
5. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. 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
10. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
11. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

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

13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
14. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
15. The proposed use shall not cause undue traffic congestion, dangerous traffic conditions or incompatible service delivery, parking or loading problems.
16. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.
17. The proposed use shall satisfy any applicable goals and policies of the Comprehensive Plan.
18. The approval of the conditional use permit does not guarantee the issuance of the building permit.
19. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
There are similar uses in the area.

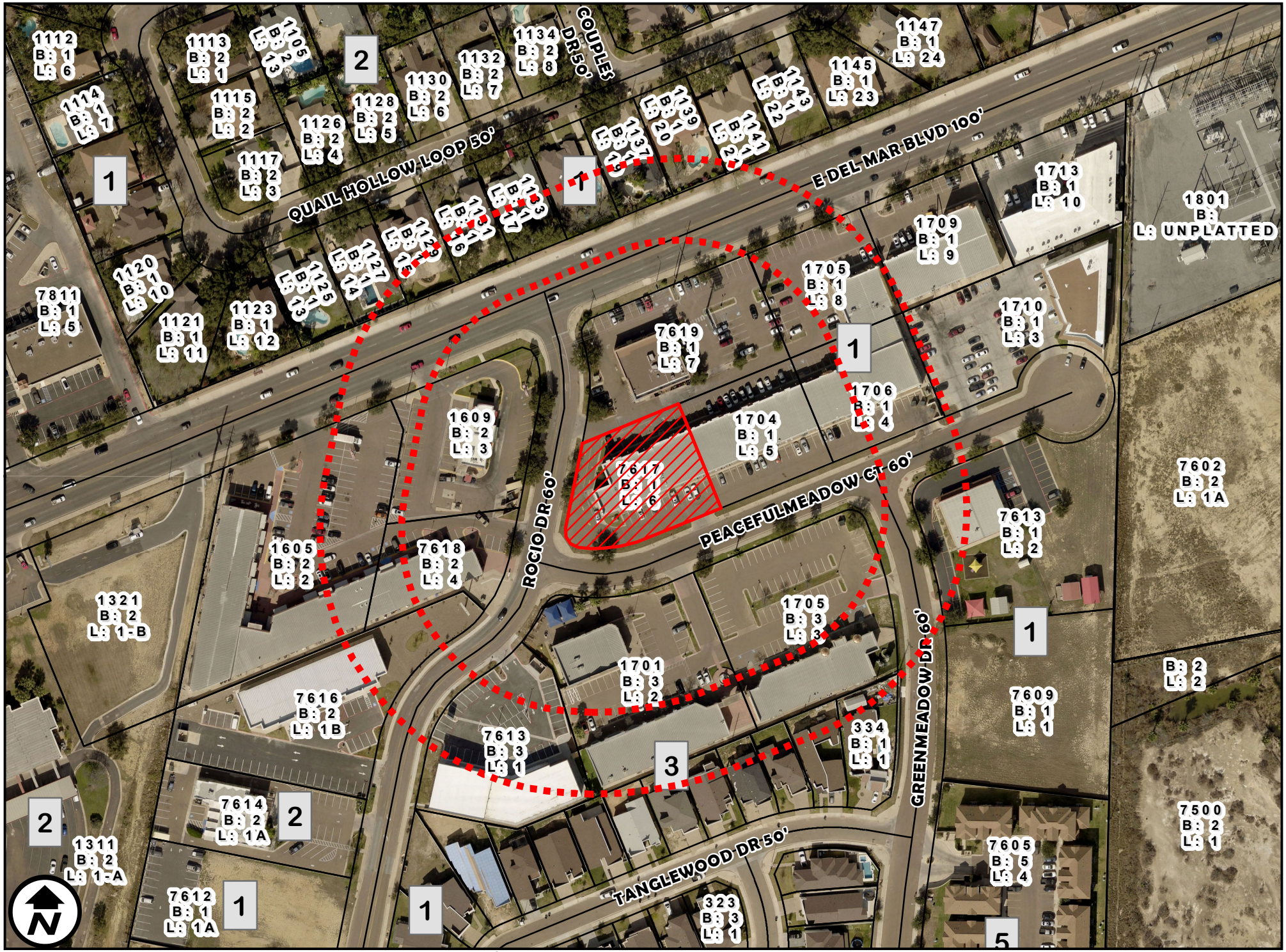
Would this change create an isolated zoning district unrelated to surrounding districts?
The zoning will not change.

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 existing B-1 does not allow for a restaurant (drive-thru) as intended by the applicant.

Attachments

Maps
Narrative
List of Tenants
Site Plan
Zone Change Signage
Draft Ordinance

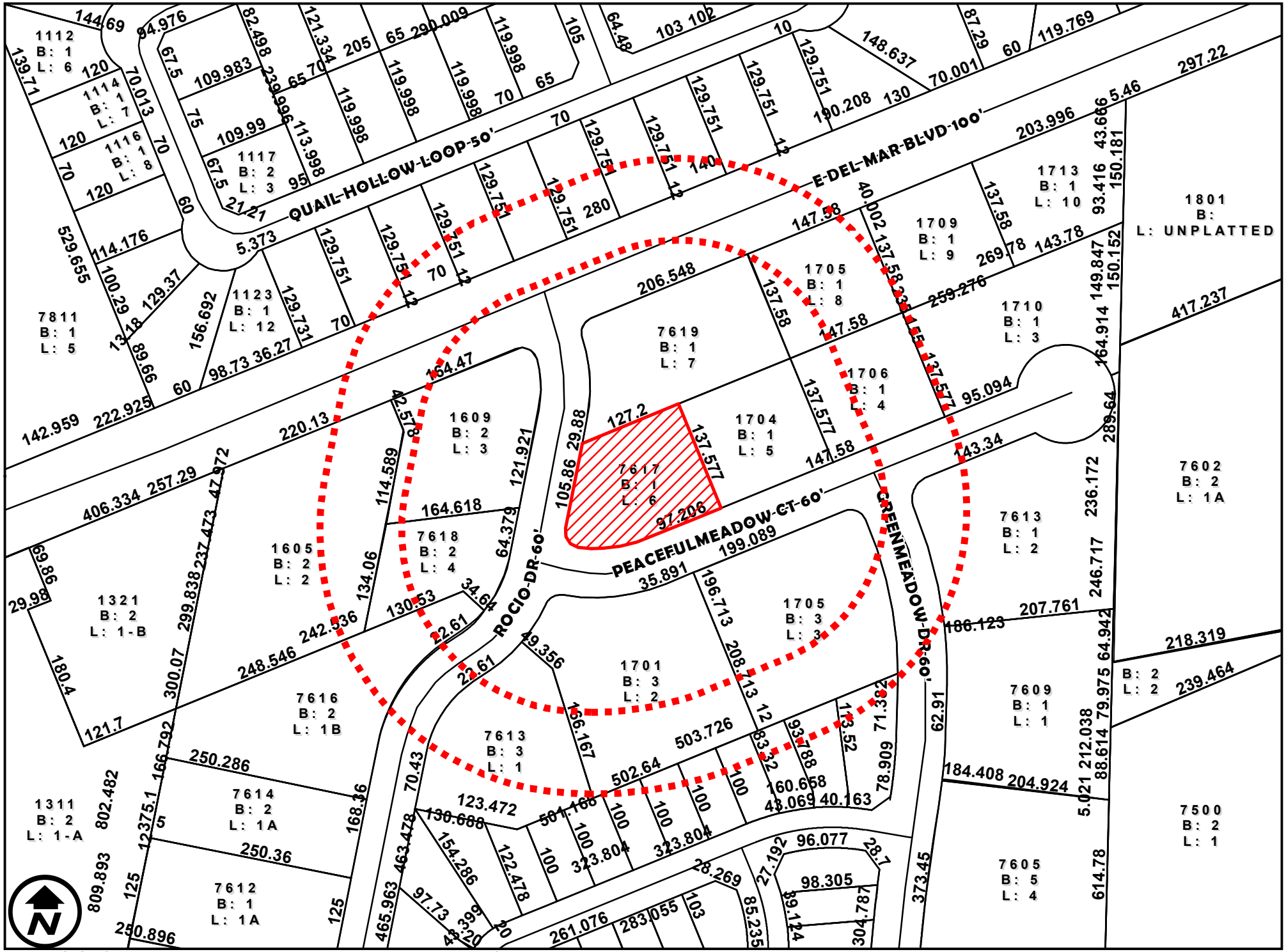


AERIAL MAP

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

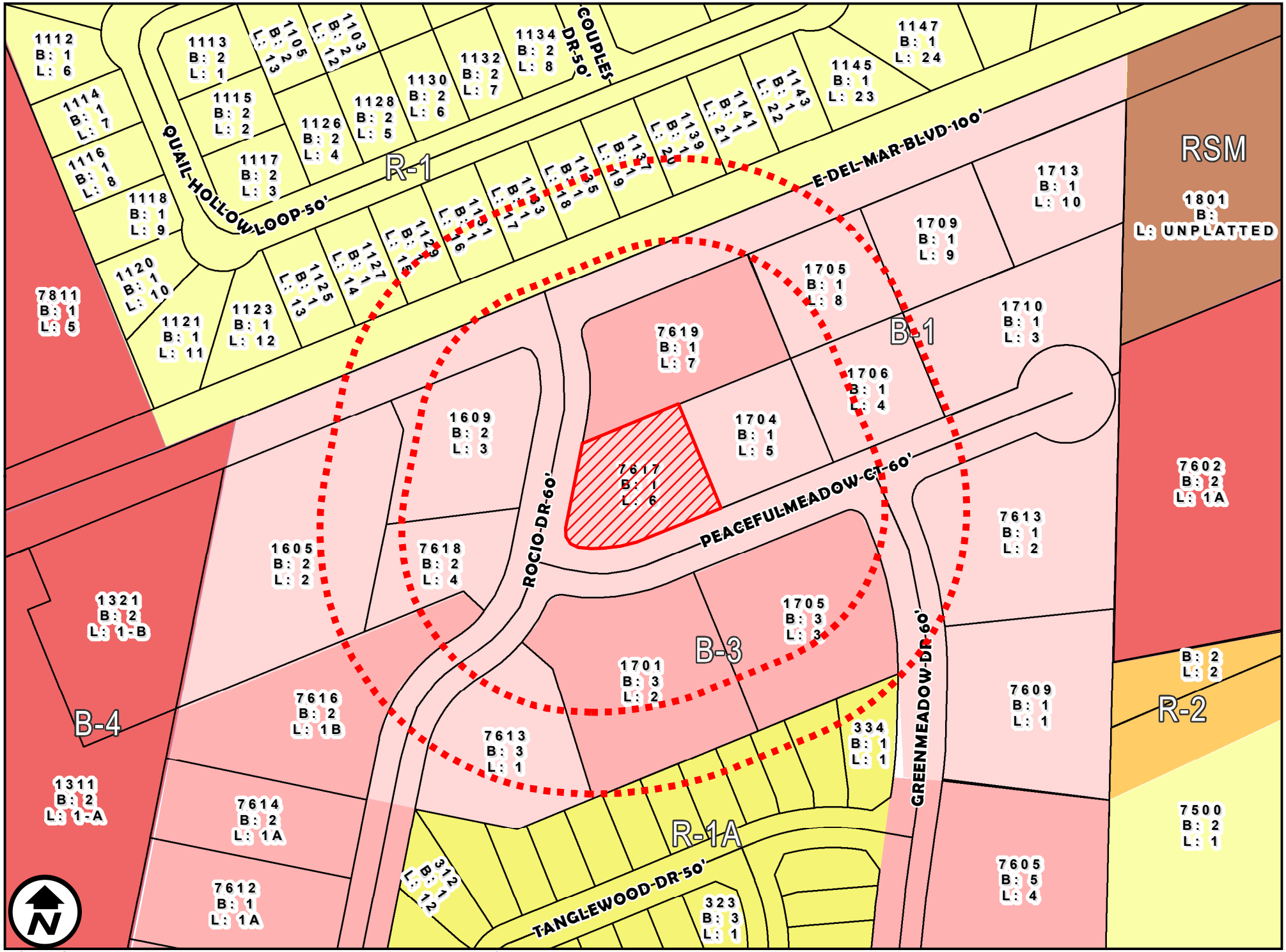


DIMENSIONS MAP

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

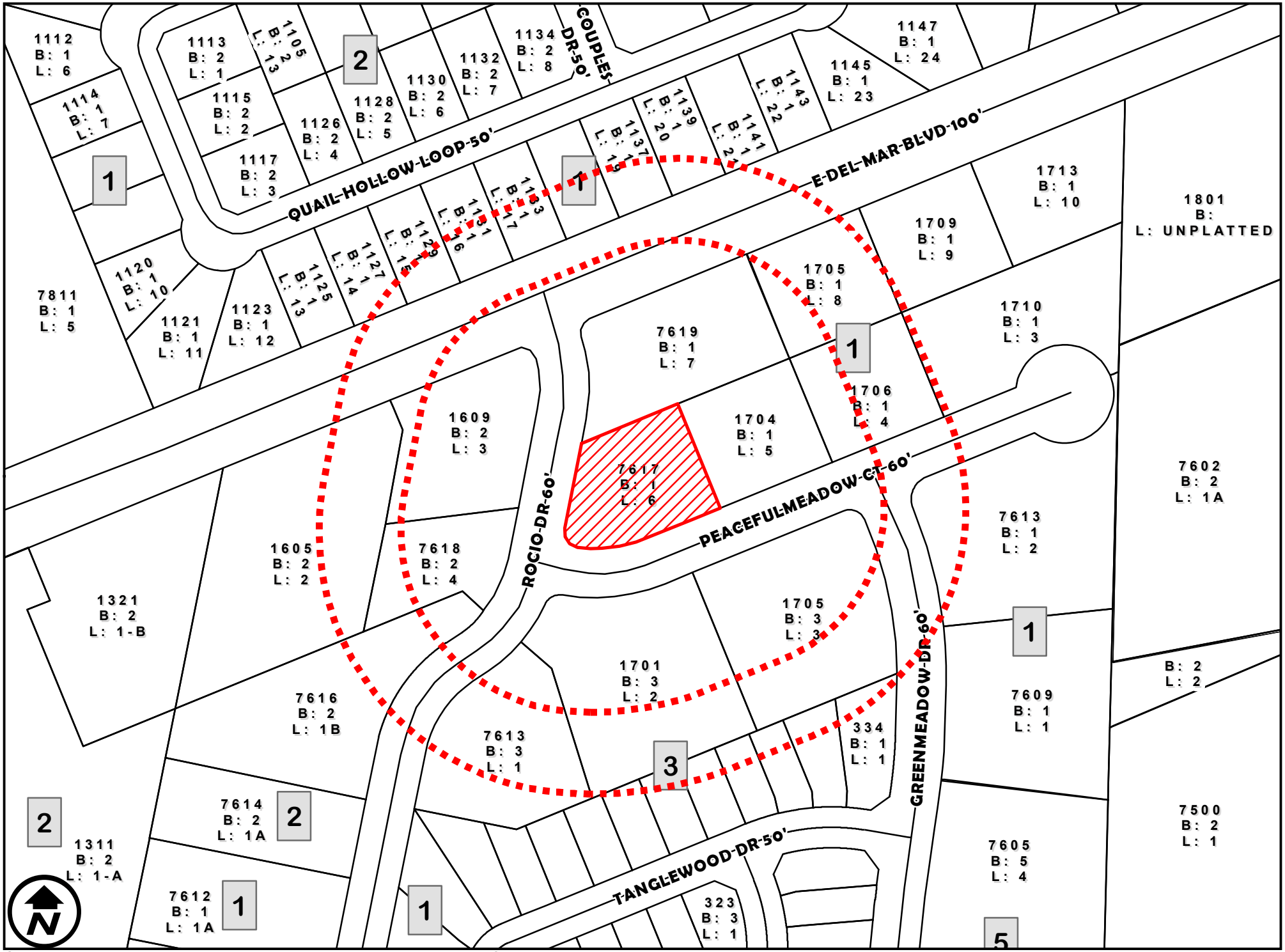


ZONING MAP

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

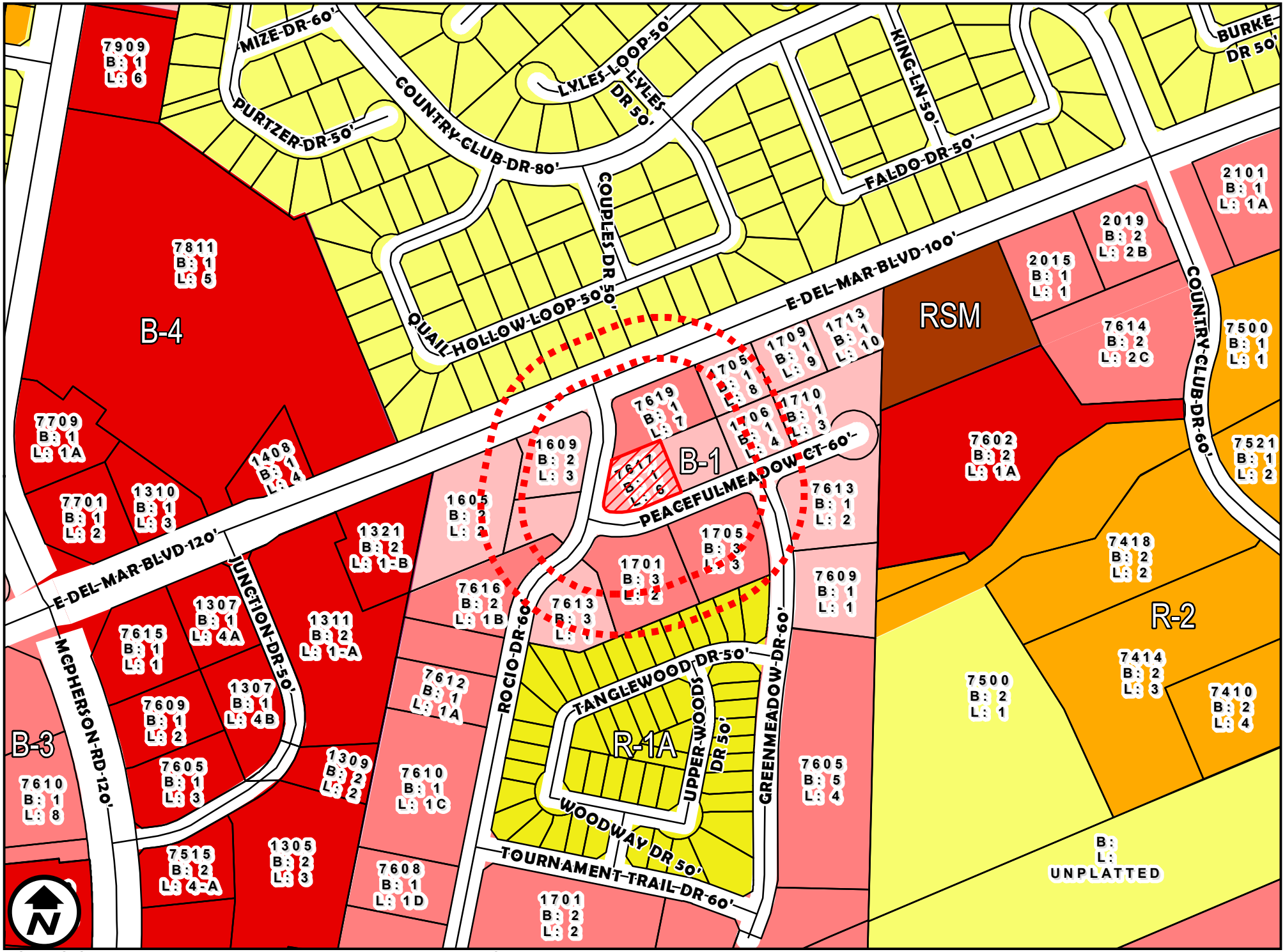


SURVEY MAP

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

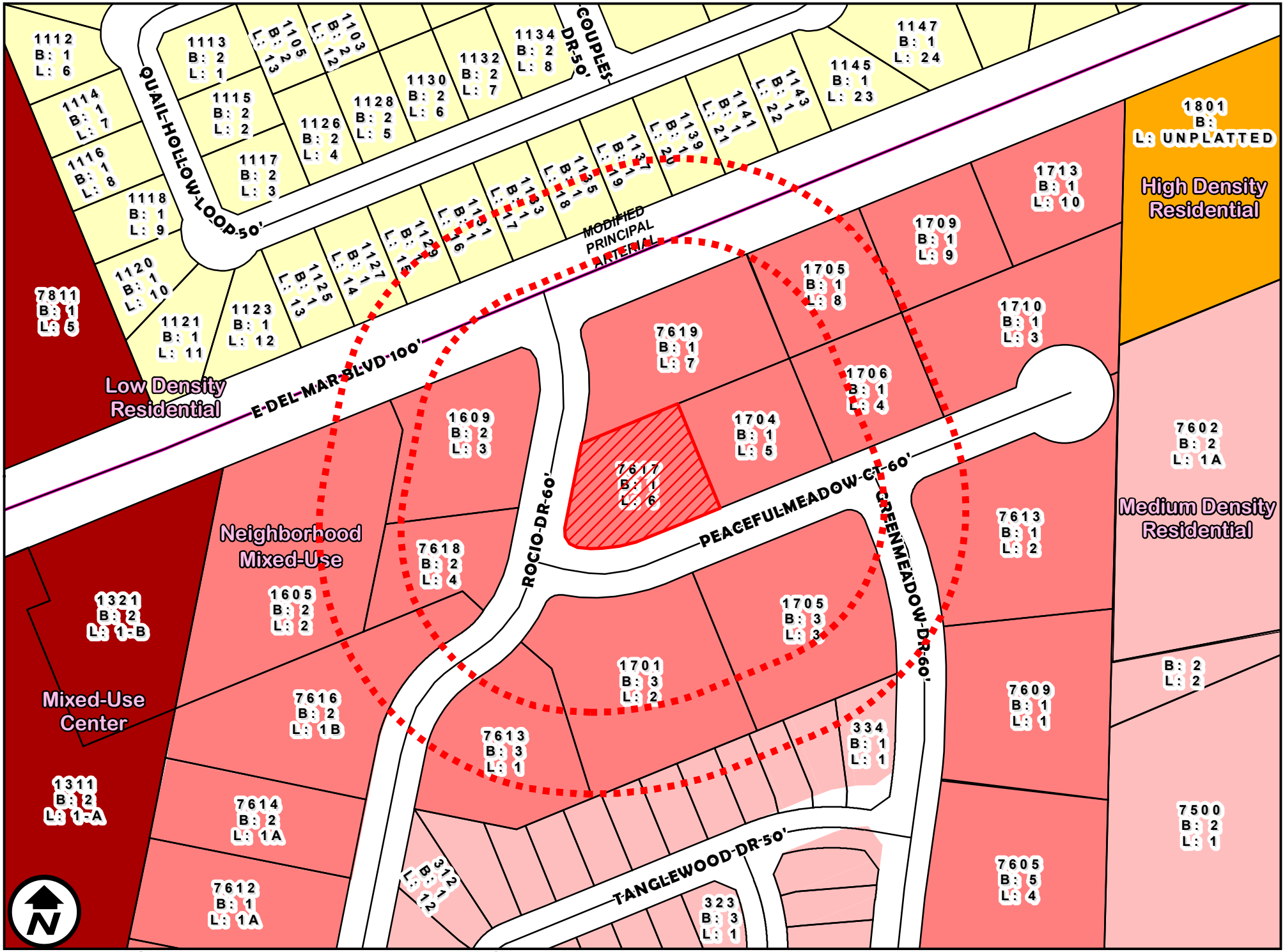


ZONING OVERVIEW

1 inch = 300 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

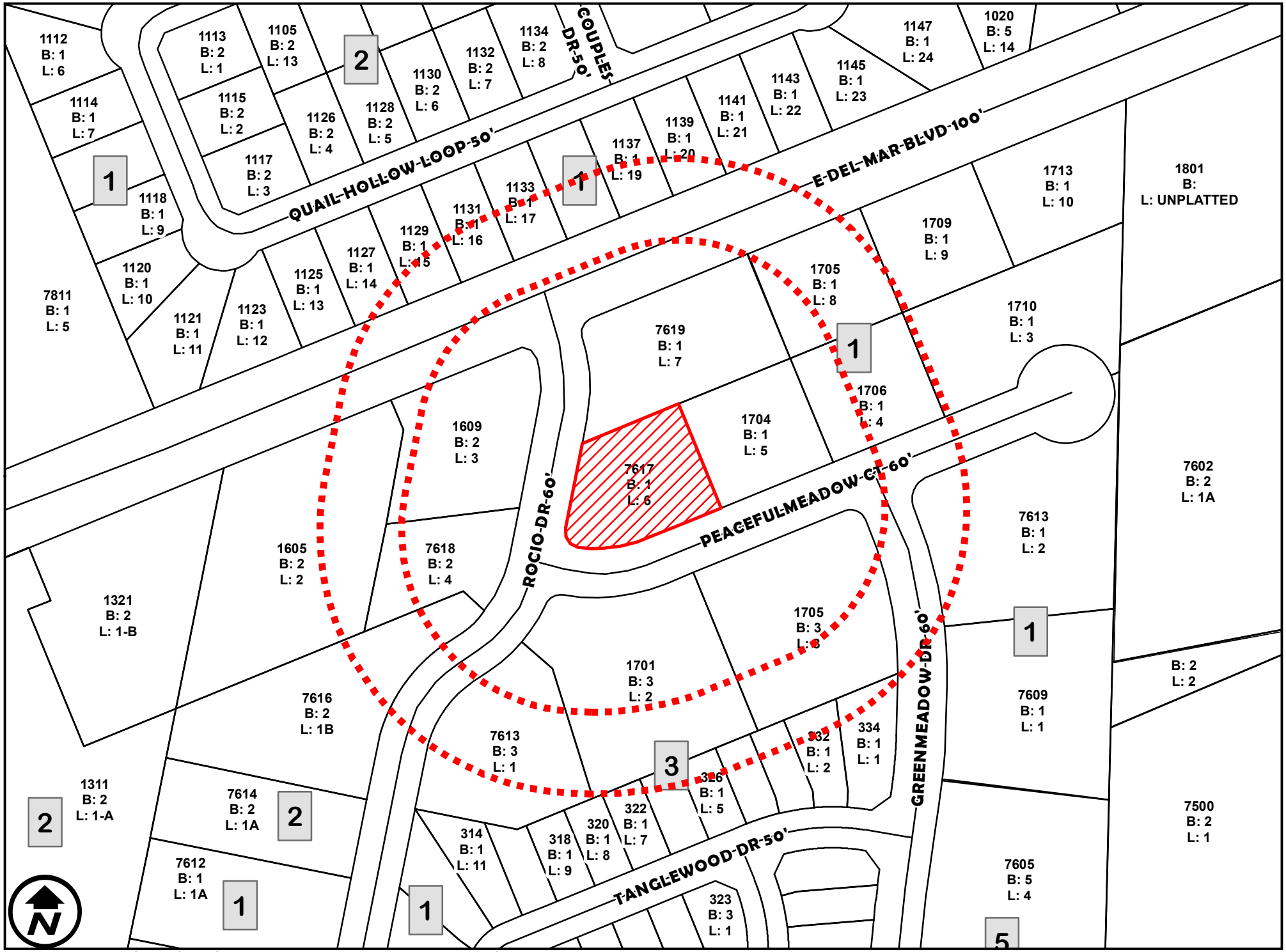


FUTURE LANDUSE

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-036-2025
COUNCIL DISTRICT 5
7617 PEACEFULMEADOW COURT, UNIT A26

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR RESTAURANT (DRIVE-THRU)

To Whom it May Concern,

The unit located at 1705 Del Mar Boulevard A26, is to house PJ's Coffee House of New Orleans. They are a pastry, and coffee house that has over 600 stores nationwide and require the use of the existing drive-thru window located on unit A26, which had been in operation since the construction of the plaza within the scope of the zoning restrictions. PJ's coffee House of New Orleans will now occupy the unit and will serve a variety of iced and hot beverages, including coffee, lemonade, frozen and caffeine free beverages. The menu includes pastries such as Muffins, Bagels, Croissants, Cinnamon Rolls, Scones, and cookies. The menu also includes grab & go items such as Egg bites, Oatmeal, Yogurt Parfaits, Breakfast Muffins, Biscuits, and Bagels & Club Sandwiches.

The hours of operation will be 6A to 10P Monday – Sunday. It will have 3 employees per shift and the shifts are 6A-2P, and 2P to 10P.

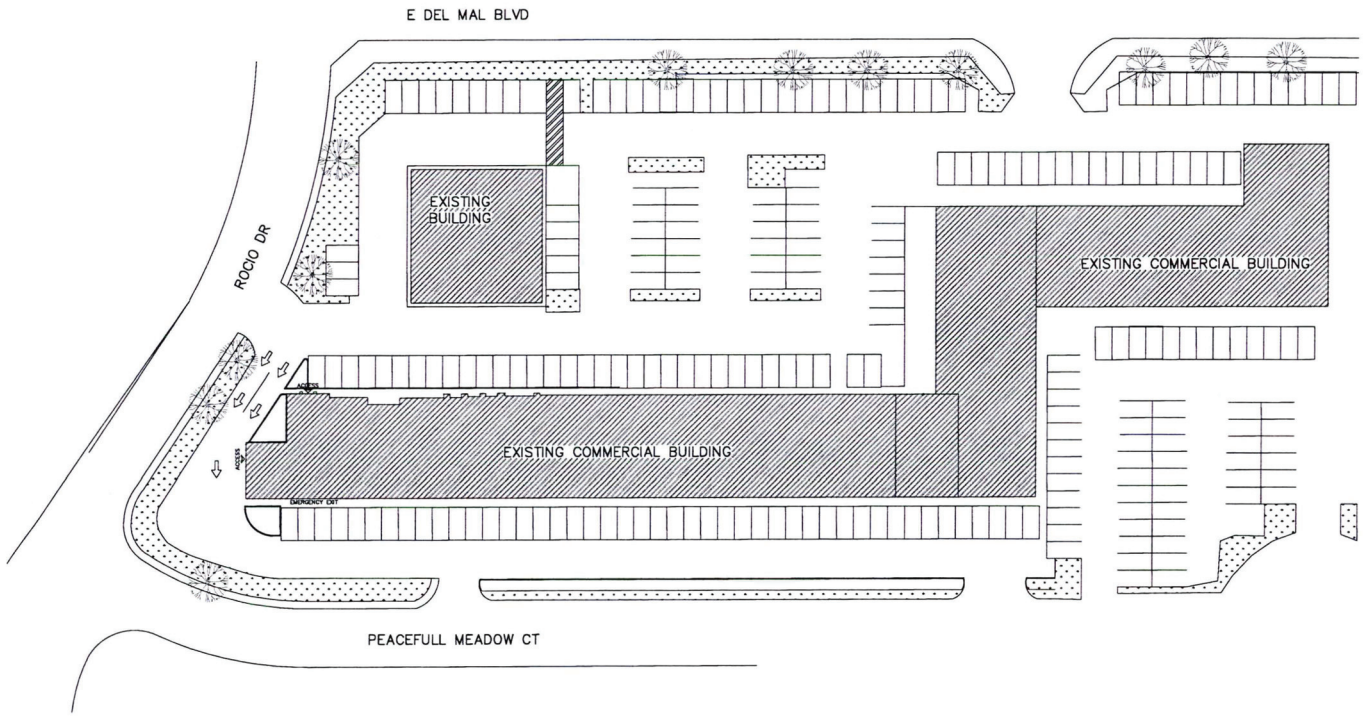
Best Regards,

Luis A. Estrada, President

Luis A. Estrada Properties LLC.

Unit	Sq Ft	%	Unit Owner's Name	Tenant Name	Business Name (Tenant)	Business Description/ Operation	Hours of Operation
				BLDG 1			
A1	3555	8.06	Mario Rodrigues	Mario Rodriguez	F-45	Gym - Studio	Mon- Fri, 6A-8P
A2	1182	3.01	Luis A. Estrada	Rosie Coronado	Revive	Beauty Services	Tue - Sun, 9A-6P
A3	1271.25	3.24	Jose Luis Longoria	Ellie Chau	Nails Deluxe	Nail Salon	Mon- Sun, 10A - 7P
A4	1237.5	3.15	BOM Sons Int. LTD	Sandra Resendez	Remake Beauty Studio	Beauty Services	Mon - Sun, 9A - 6P
A5	1100	2.8	Pedacitos LTD	Not Leased	Office	Empty	
BLDG 2							
A6	1100	2.8	Crisvic Inc.	Julio Lerma	Luxe Realty	Realty Company	Mon- Fri, 9A -6P
A7	1100	2.8	Veena Tewani	Nahum Hernandez	Sal y Limon	Snacks	Mon- Fri, 11A- 10P
A8	1232	3.14	Jason Leyendecker	Xavi Guerra	Beneficial Hemp	CBD Sales	Mon- Sun, 10A - 6P
A9	1154	2.94	Top Line Nutrition	Juan Rico	Top Line Nutirion	Supplements	Mon - Sun, 10A - 9P
A10	1818.83	7.24	Luis A. Estrada	Luis Estrada	State Farm Insurance Co	Insurance & Fin Svcs.	Mon - Fri, 8:30A - 5:30p
A10B	1818.84	0	Luis A. Estrada	Lupita Mireles	Fit Room One	Cycle Studio	Mon- Sat, 8A- 7P
A11	1818.83	6.65	Luis A. Estrada	Hiram de La Rubin	Postreria 77	Bakery, Coffee Shop	Mon- Sun-10A- 9P
A12	1100	2.8	Luis Campos	Lalis Campos	Beluhus Spa & Salon Inc	Spa Services	Mon- Sat, 11A- 6P
A13	1148	2.92	Luis Campos	David Campos	Delicias Del Country USA Inc	Cake Sales	Mon- Sun, 10A - 6P
A14	1100	2.8	Luka - Luis Estrada	Daniela Guajardo	Succulenta	Bakery /Coffee	Mon- Sun, 9A- 8P
A15	1100	2.8	RP Card Systems LLC	Rogerio Montemayor	First Choice	Credit Card Sales	Mon- Fri, 9A -6P
A16	1130	2.88	Aleo Investments	Daniel Zuniga	Spyglass Real Estate Svcs	Realty Company	Mon- Fri , 8A- 5P
A17	1100	2.8	Amelie R. Garcia	Rocio Jacaman	Bejeweled	Clothing Store	Mon- Sat, 10A - 7P
A18	1245	3.17	Ednag Trust	Ednag Trust	Salad House	Salads	Mon - Sun, 11A- 7P
				BLDG 3 - 7617 Peaceful Meadow Block 1 Lot 6			
A19	1245	3.17	Ednag Trust	Ednag Trust	Insta Body Spa	Spa Services	Mon- Sat, 10A- 6P
A20	1100	2.8	Antonia G De Castilla	Antonia G. De Castilla	SARA' Boutique	Clothing Store	Mon - Sun, 10A - 7P
A21	1100	2.8	Antonia G De Castilla	Antonia G. De Castilla	SARA's Boutique	Clothing Store	Mon - Sun, 10A - 7P
A22	1100	2.8	Antonia G De Castilla	Antonia G. De Castilla	SARA' Boutique	Clothing Store	Mon - Sun, 10A - 7P
A23	1100	2.8	Veena Tewani	Viventus		Clothing Store	Mon - Sat, 11A - 6P
A24	1040	2.65	Grizelda Menchaca	Griselda Menchaca	Grizelda's Beauty Salon	Beauty Spa	By Appt Only
A25	1100	2.8	Luis A. Estrada		El Baazar	Clothing Store	Mon- Sun 10A - 5P
A26	1983	5.05	Luis A. Estrada	David Moreno	David Moreno	Coffee Pastries	Mon- Sun, 6A-10P
				BLDG 4 - 7619 Peaceful Meadow - Block 1 - Lot 7			
A27	4939	9.13	JCO Investments	Ricardo Kissi	Tacos Kissi	Food - Restaurant	Mon - Sun, 6A - 12A

EXHIBIT A



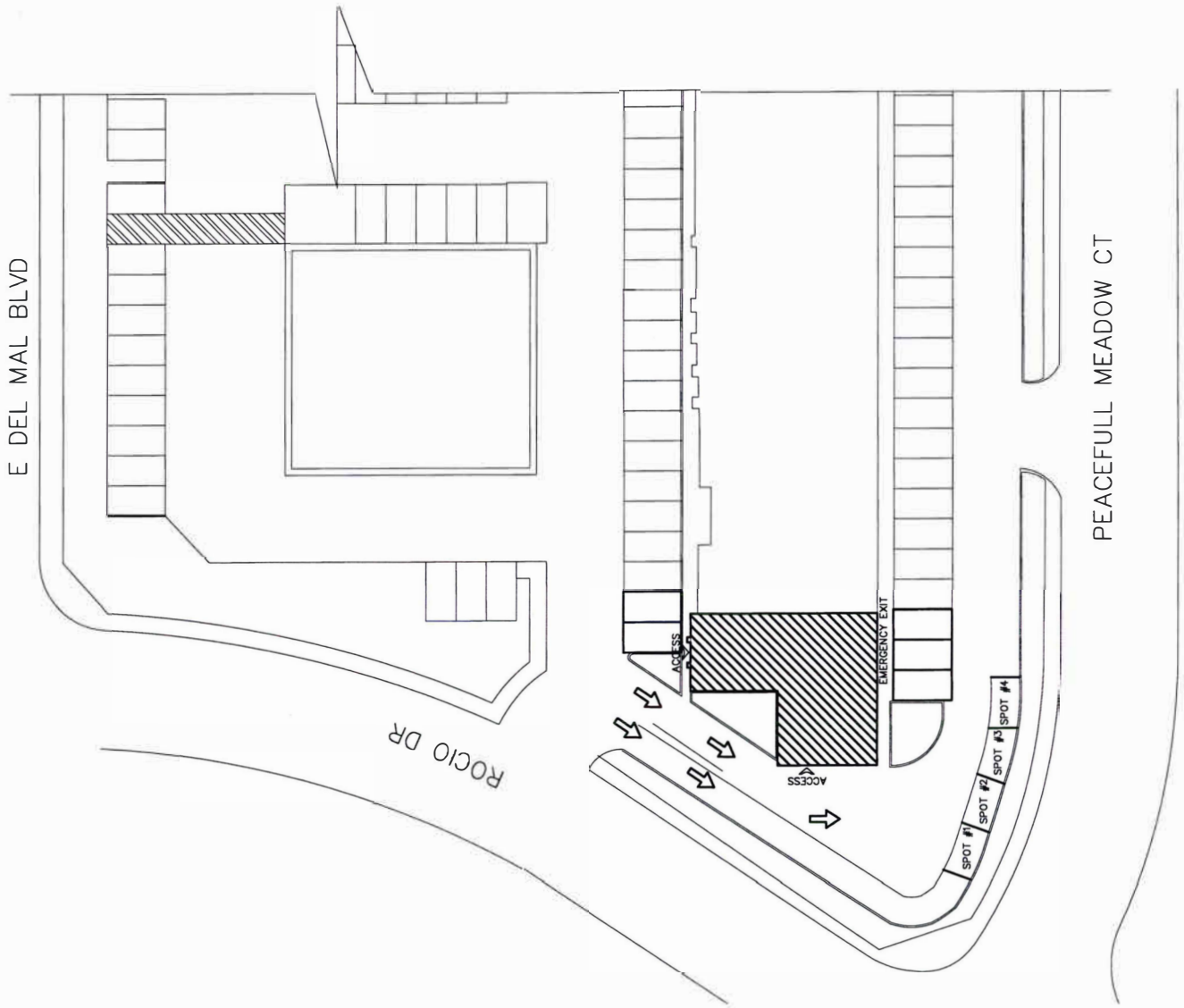
SITE PLAN
SCALE : 1/64" = 1'-0"

OWNER: LUIS ESTRADA LAREDO
MODEL
PROJECT:
ADDRESS 1705 E DEL MAR SUIT

DRAWN :
DATE :
CHECKED :
MODEL
CUSTOM

SHEET
S1
1 OF 6 SHEETS

EXHIBIT A



SITE PLAN
SCALE : 1/32" = 1'-0"

OWNER: ARIES HOMES LAREDO
MODEL:
PROJECT:
ADDRESS: 1705 E DEL MAR SUIT 126a
DRAWN:
DATE:
CHECKED:
MODEL
CUSTOM
SHEET
S1
1 OF 6 SHEETS


ZC-036-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
Drive Thru

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF CONDITIONAL USE PERMIT FOR A RESTAURANT (DRIVE THRU) ON LOT 6, BLOCK 1, ALEXANDER COMMERCIAL SUBDIVISION, PHASE 1 LOCATED AT 7617 PEACEFULMEADOW COURT, UNIT A26 (APPROXIMATELY 1,983 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a conditional use permit for a restaurant (drive thru) on Lot 6, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7617 Peacefulmeadow Court, Unit A26 (approximately 1,983 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 15, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on June 16, 2025, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a conditional use permit for a restaurant (drive thru) on Lot 6, Block 1, Alexander Commercial Subdivision, Phase 1 located at 7617 Peacefulmeadow Court, Unit A26 (approximately 1,983 square feet).

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

1. The Conditional Use Permit is restricted to approximately 1,983 square feet located within Unit A26, as per Exhibit A, which is made part hereof for all purposes.
2. The hours of operation shall be limited to, Monday – Sunday, 6:00am to 10:00pm.
3. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
4. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
5. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. 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
10. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
11. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The proposed use shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
14. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
15. The proposed use shall not cause undue traffic congestion, dangerous traffic conditions or incompatible service delivery, parking or loading problems.
16. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.

17. The proposed use shall satisfy any applicable goals and policies of the Comprehensive Plan
18. The approval of the conditional use permit does not guarantee the issuance of the building permit.
19. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

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

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

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

1. Revocation

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

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:

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

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public

hearing and ordinance amendment consideration by the City Council. The City Council may revoke the conditional use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the conditional use permit to attach conditions to assure that the terms, conditions and requirements of the conditional use permit be met.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

ZC-036-2025

Here is the evaluation of **Agenda Item ZC-036-2025** for a Conditional Use Permit for a drive-thru restaurant (PJ's Coffee House) at 7617 Peacefulmeadow Court, in alignment with the *Viva Laredo Comprehensive Plan*:

---

1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Policy 6.1.3 – *"Encourage mixed-use development in appropriate locations to reduce the need for driving, improve walkability, and increase neighborhood vibrancy."*
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The proposal for a drive-thru coffee shop contradicts this policy by encouraging vehicle-oriented development in an area designated for Neighborhood Mixed Use, which is meant to emphasize walkability and neighborhood-scale vibrancy.

Policy 4.4.2 – *"Require new development to include adequate infrastructure, such as sidewalks, parking, and drainage, to support intended uses."*
Page 107
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The proposed site fails to meet parking requirements and does not provide sufficient maneuvering space for vehicles, violating basic infrastructure adequacy standards cited in this policy.

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3. Summary of Alignment

The proposal to operate a drive-thru restaurant at 7617 Peacefulmeadow Court demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. Although the surrounding

area includes commercial uses, the proposed drive-thru use undermines the intent of a walkable, neighborhood-scale mixed-use area envisioned by **Policy 6.1.3**.

Moreover, the site fails to meet parking requirements and traffic design standards, directly contradicting **Policy 4.4.2**, which stresses infrastructure adequacy as a prerequisite for new development. The City of Laredo's staff also determined that the proposal could negatively impact the surrounding area due to traffic congestion and insufficient queuing space. These deficiencies conflict with broader planning themes of **mobility, urban livability, and responsible land use**.

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4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. No goals or policies were found that directly support the proposed use in this context. Therefore, the proposal is determined to be in **Weak/None** alignment with the Comprehensive Plan.

Let me know if you'd like this incorporated into a formal memo or public meeting summary.

City of Laredo

Planning & Zoning Commission

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.3 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District).

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

ZC-037-2025
District I

Council District: District 1 **Zone Case:** Gilbert Gonzalez

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 and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-037-2025

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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2. Supporting Goal(s)/Policy(ies)

Policy 1.3.2

"Support appropriate transitions between commercial, mixed-use, and residential areas."
Page 1.28
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The proposed zone change from R-1A (Single Family Reduced Area) to B-1 (Limited Business District) introduces neighborhood-scale commercial uses adjacent to residential areas. This policy is relevant as it promotes compatibility between land uses, aligning with the zone change's role as a buffer between existing single-family neighborhoods and more intense commercial uses.

Goal 9.1

"Encourage neighborhood-oriented retail and services that support daily needs and strengthen community character."
Page 9.34
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: Rezoning to B-1 is consistent with the goal of providing localized commercial services within walking or short driving distance. These uses can contribute to the vibrancy and convenience of the surrounding residential area.

Policy 9.1.1

"Support the development of small-scale commercial uses that serve neighborhood needs in new and existing neighborhoods."
Page 9.34
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The B-1 designation allows for limited commercial development, which aligns with the plan's emphasis on neighborhood-serving uses. This policy supports the idea of embedding commercial opportunities within or near residential areas to meet local needs.

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3. Summary of Alignment

The agenda item proposes rezoning a 4.3-acre site from R-1A to B-1 to enable neighborhood commercial development along Ejido Avenue and near Cielito Lindo Boulevard. This area is identified in the Comprehensive Plan's Future Land Use Map as both "Medium Density Residential" and "Neighborhood Mixed Use." While the proposal conflicts with the "Medium Density Residential" designation (which does not include B-1 zoning), it aligns with the "Neighborhood Mixed Use" component, which explicitly supports B-1 uses.

The zone change reflects the intent of multiple Viva Laredo policies by supporting neighborhood-scale retail, providing land use transitions, and enhancing access to amenities. However, because the Future Land Use Map is partially inconsistent with the proposed change and the area is still developing, the alignment is best characterized as **Moderate** rather than Strong.

This rezoning also intersects with broader themes of **economic development**, **land use compatibility**, and **neighborhood-serving infrastructure**.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 6/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Village 83 South Ltd., owner; Porras Nance Engineering, Applicant and Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.3 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District).

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

ZC-037-2025
District I

PREVIOUS COUNCIL ACTION
On January 16, 2001 City Council made a motion to approve a zone change from AG (Agriculture District) to R-1A (Single Family Reduced Area District). (Ordinance Number 2001-O-017)

BACKGROUND

Council District: I – Gilbert Gonzalez

Proposed use: The proposed use is for commercial.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant developed land and single family residential uses. To the East of the site is vacant undeveloped land. To the south of the site is Cielito Lindo Boulevard, vacant undeveloped land and vacant developed land. To the west of the site is Ejido Avenue, single family residential uses, and vacant developed land.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Ejido Avenue as a Minor Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 24 **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 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-1. However, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R1-B, small formal market), which does not include B-1.
2. The proposed zone change will provide a buffer transition into the residential zoning district abutting the site.
3. The proposed zone change will provide light commercial amenities for the neighborhood.
4. There are approximately 6,191 trips a day in Ejido Avenue. The current trips are on par with commercial corridors like San Bernardo.
5. The proposed site meets the minimum lot width requirement of 46 feet for B-1 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards.
6. There are B-1 zoning districts south of the proposed site.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
Yes, it is predominately residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are B-1 zoning districts to the 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 zone does not allow for commercial uses as intended by the applicant.

Attachments

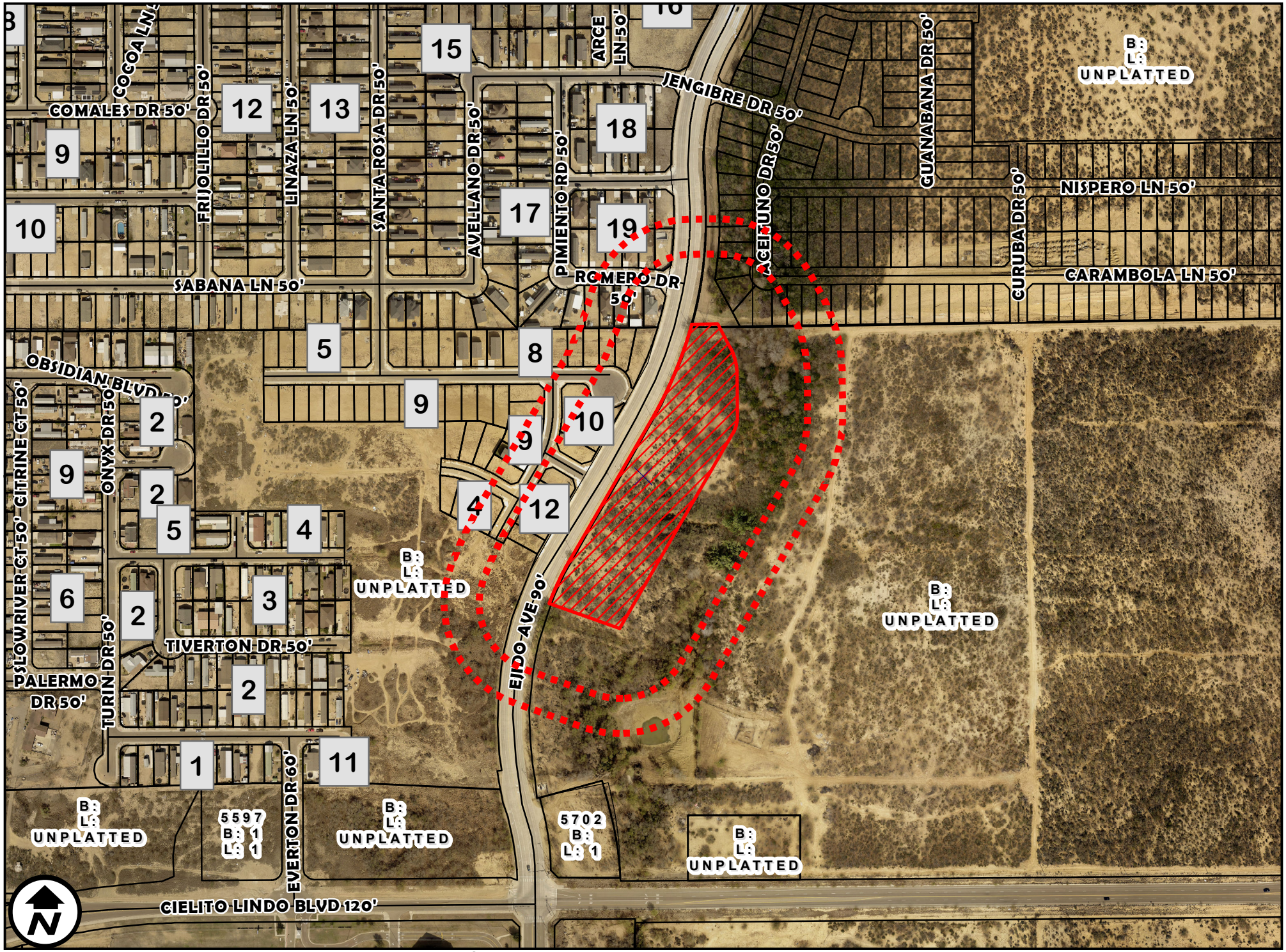
Comp Plan Alignment

Maps

Survey, Metes, and Bounds

Zone Change Signage

Draft Ordinance

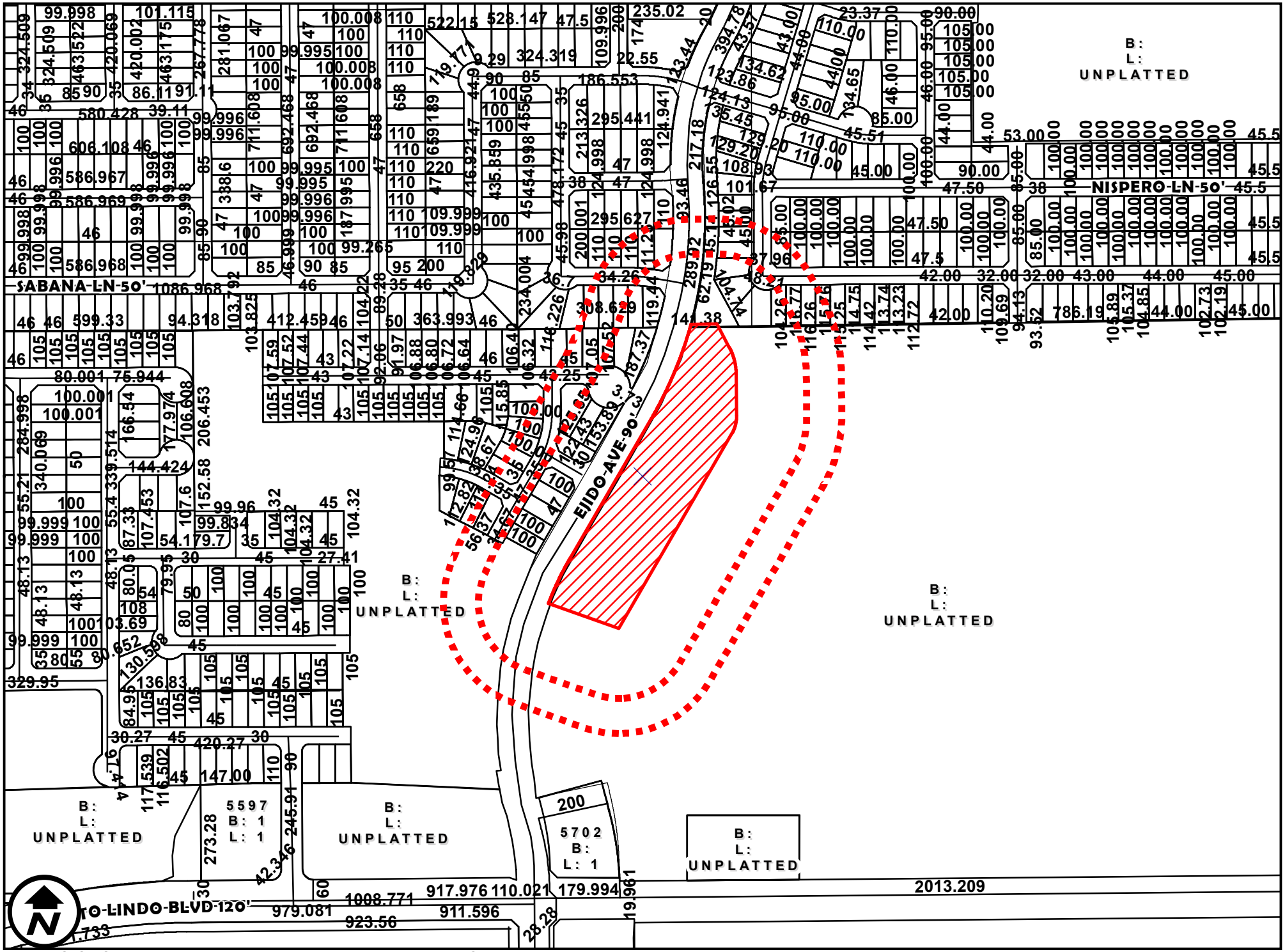


AERIAL MAP

1 inch = 350 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 350 feet

ZC-037-2025

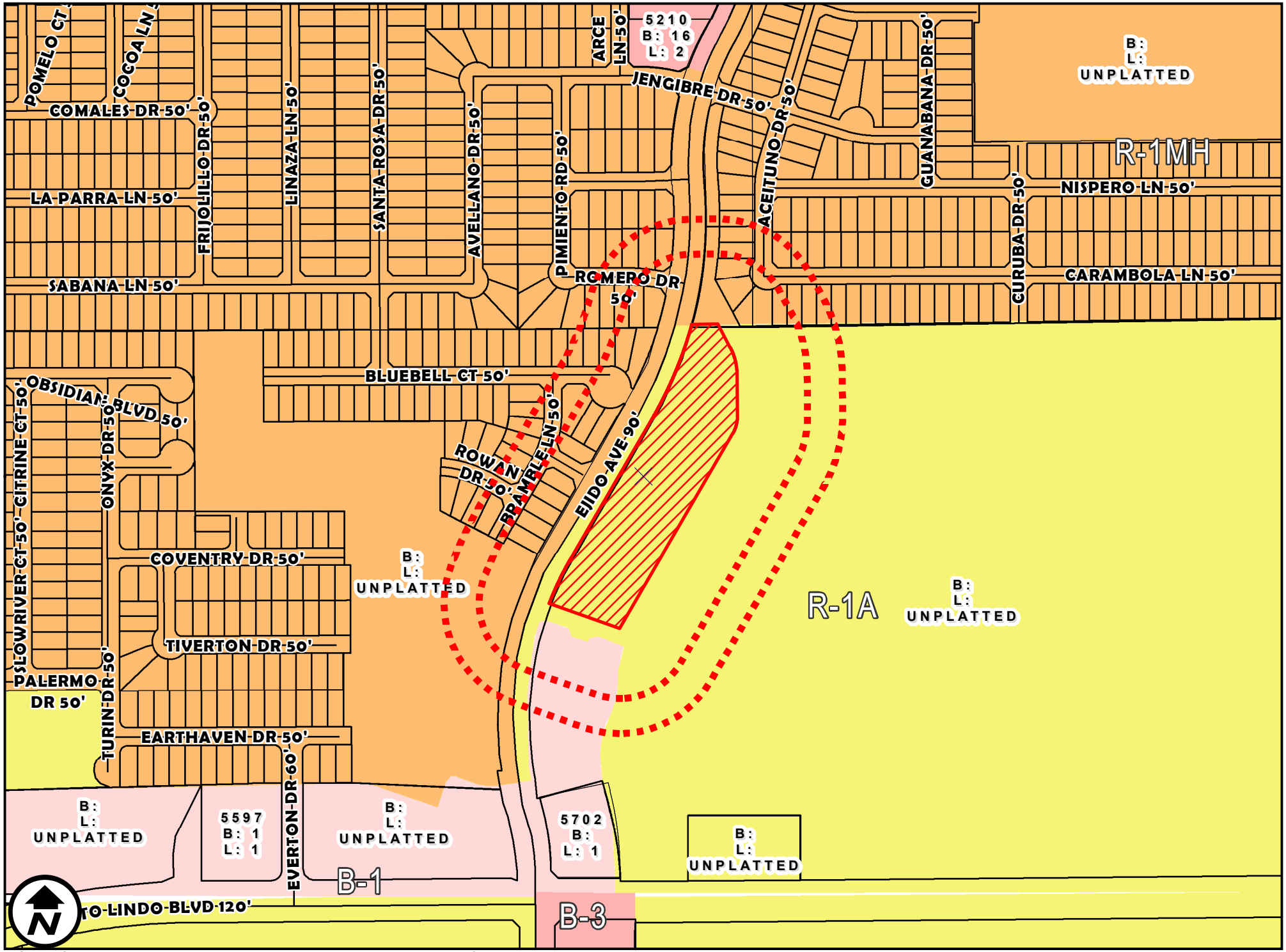
COUNCIL DISTRICT 1

NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-1 (LIMITED BUSINESS DISTRICT)

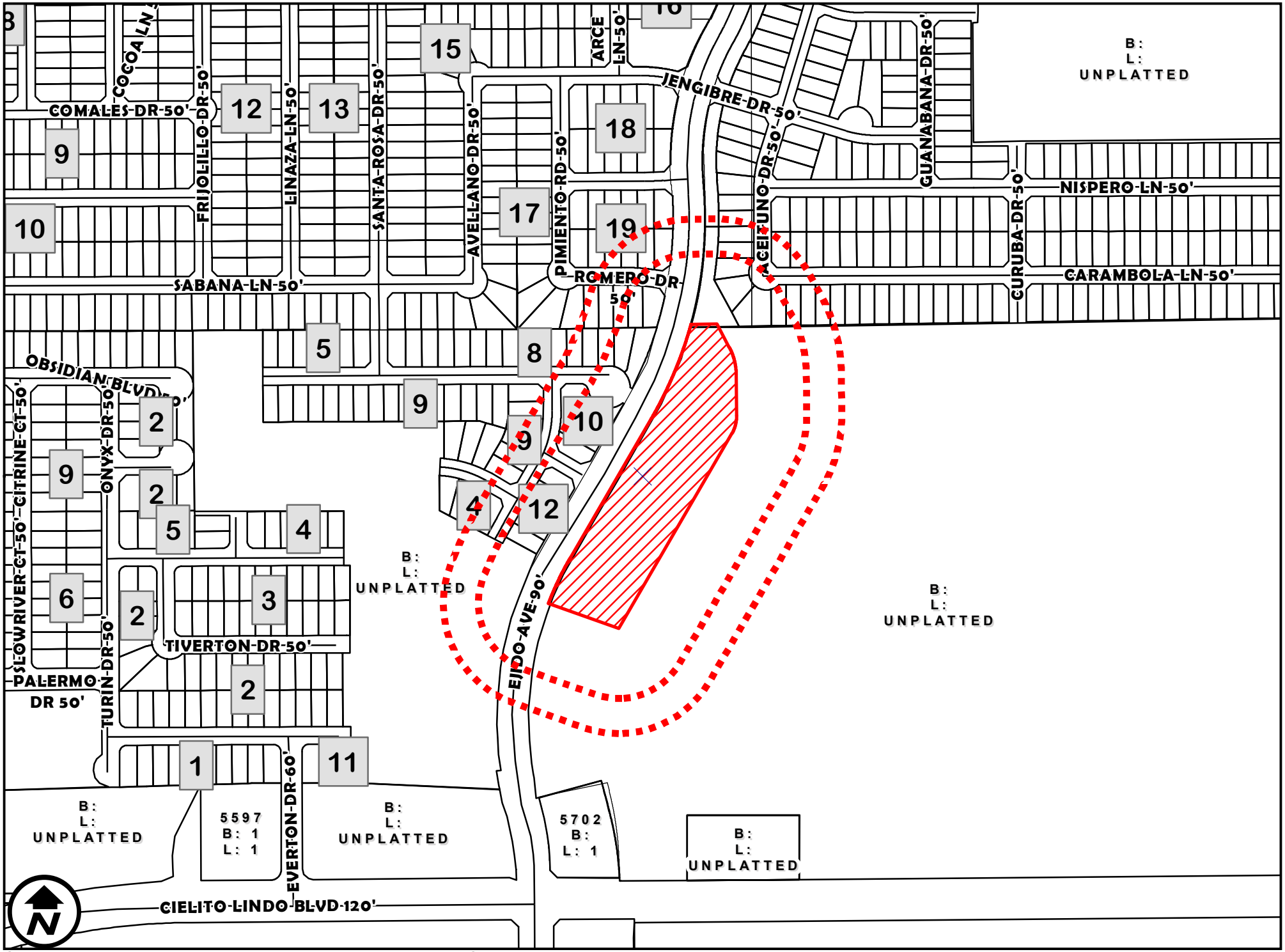


ZONING MAP

1 inch = 350 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

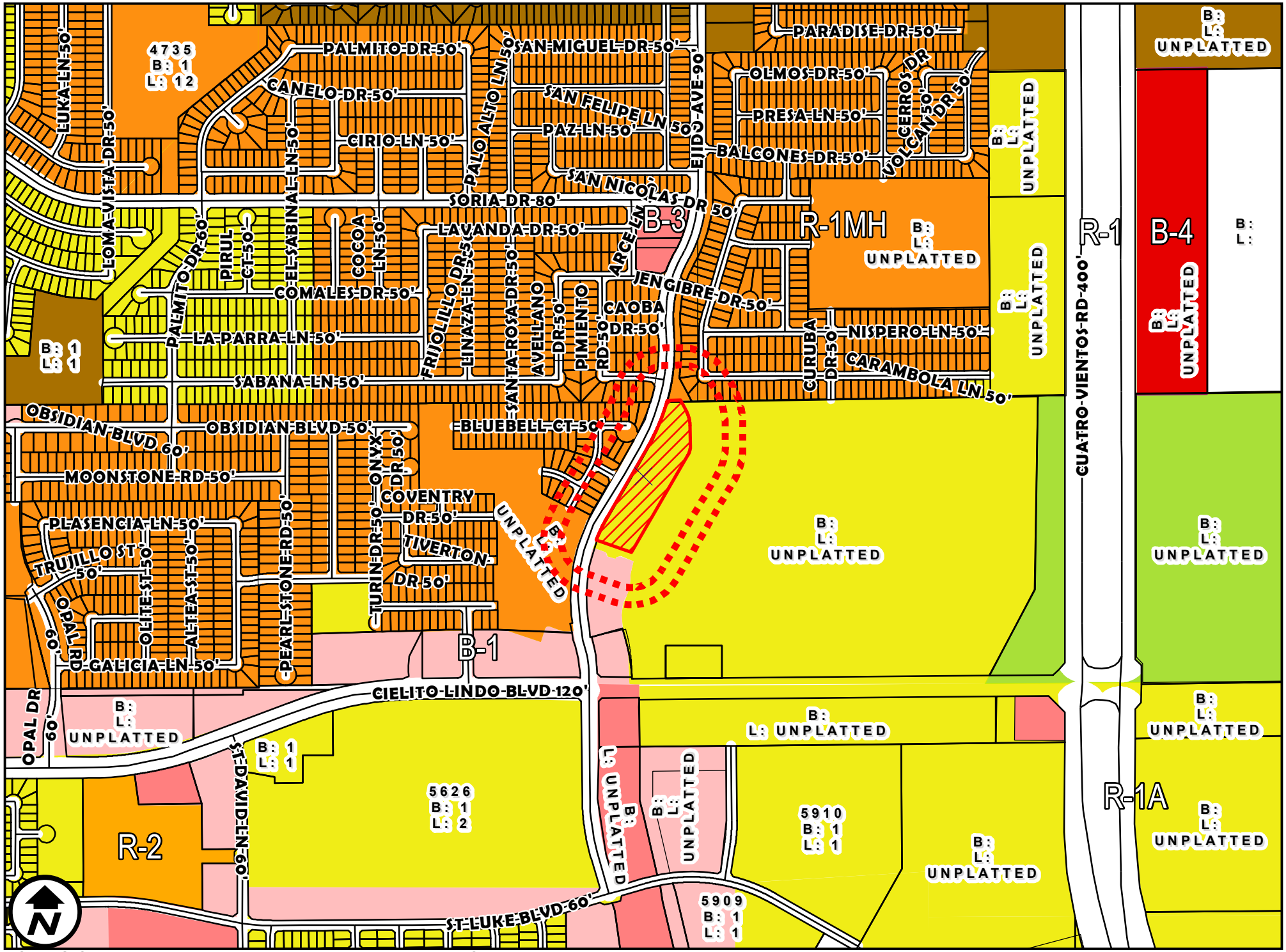


SURVEY MAP

1 inch = 350 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

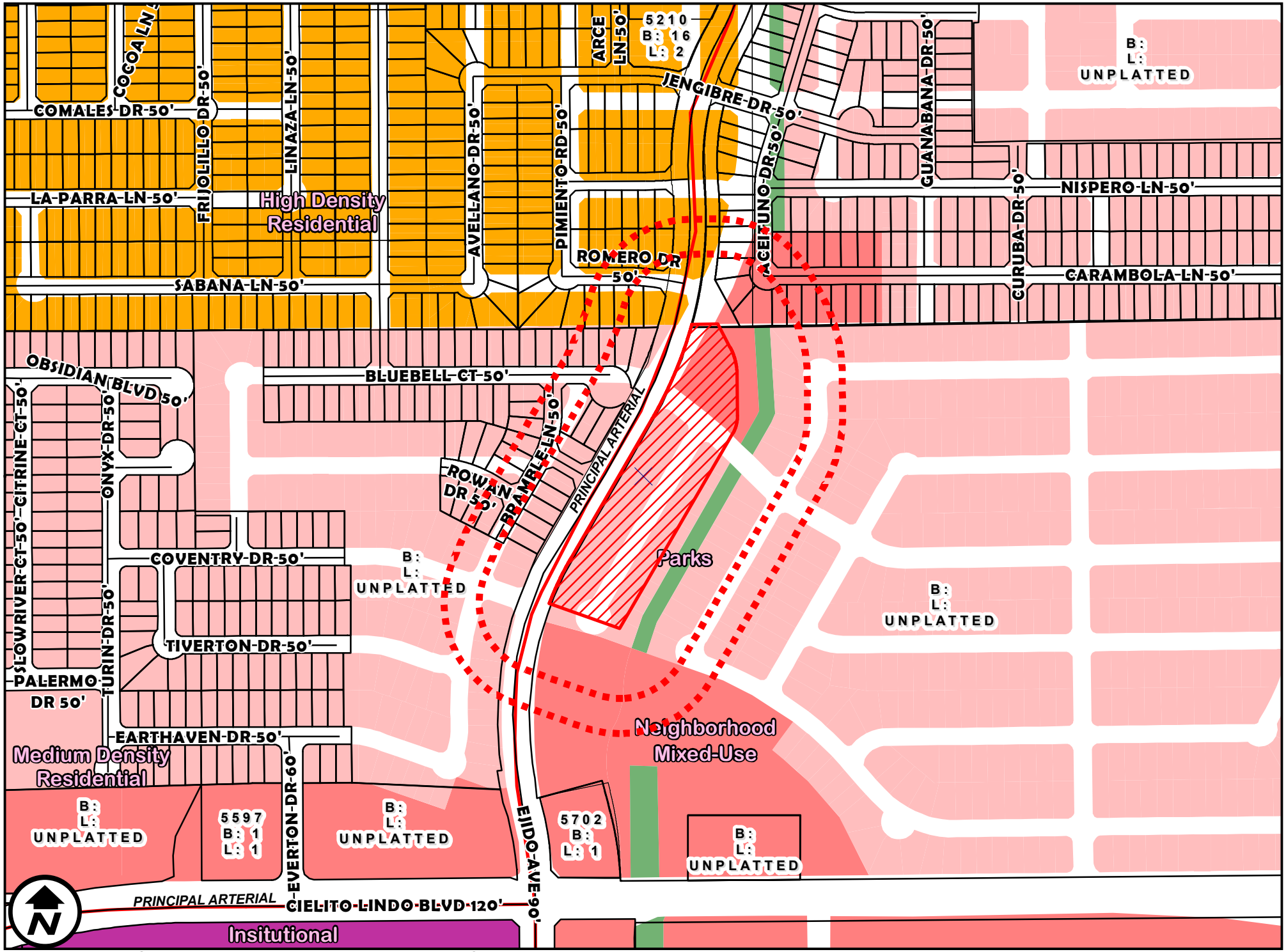


ZONING OVERVIEW

1 inch = 700 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

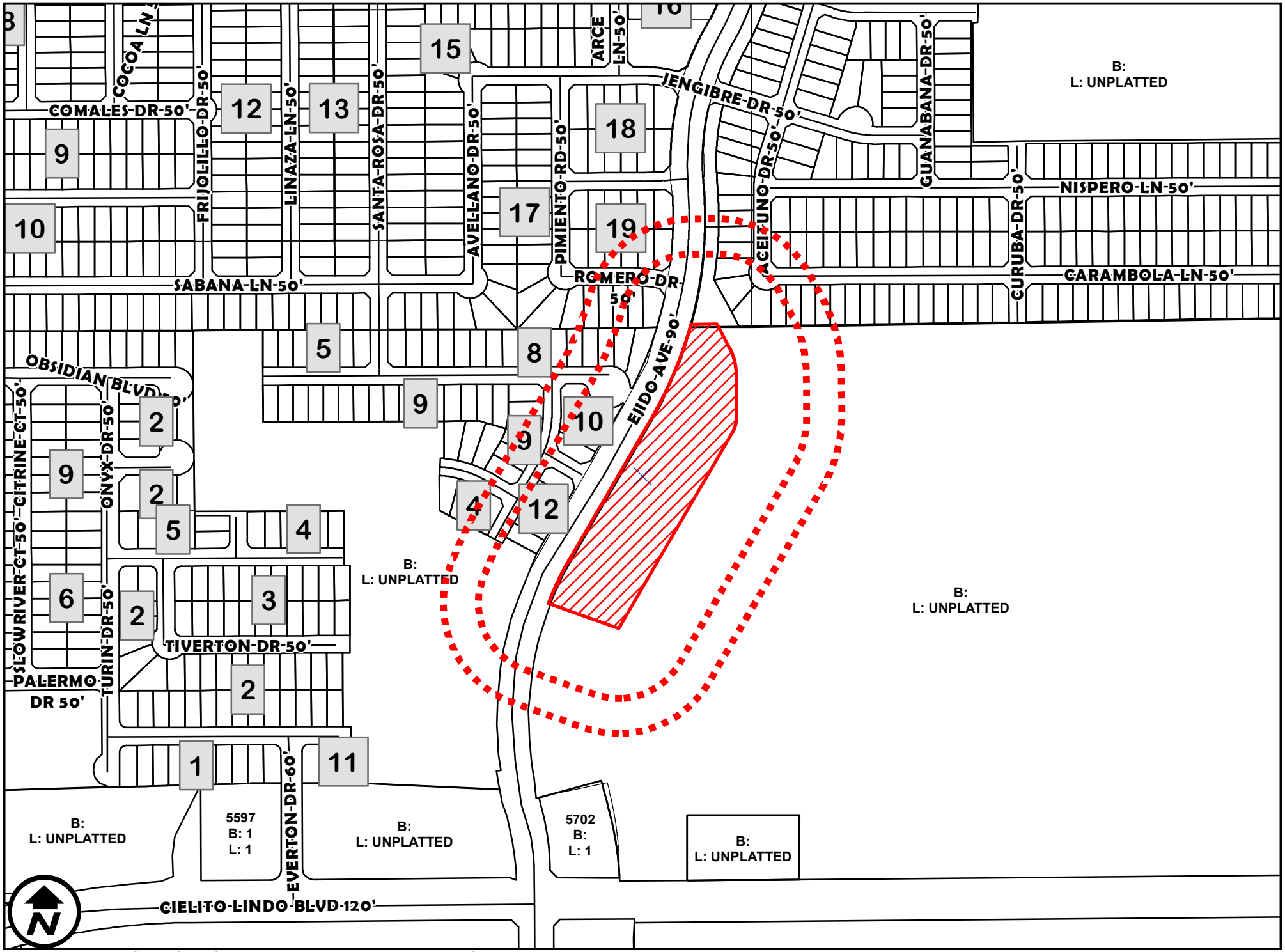


FUTURE LANDUSE

1 inch = 350 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

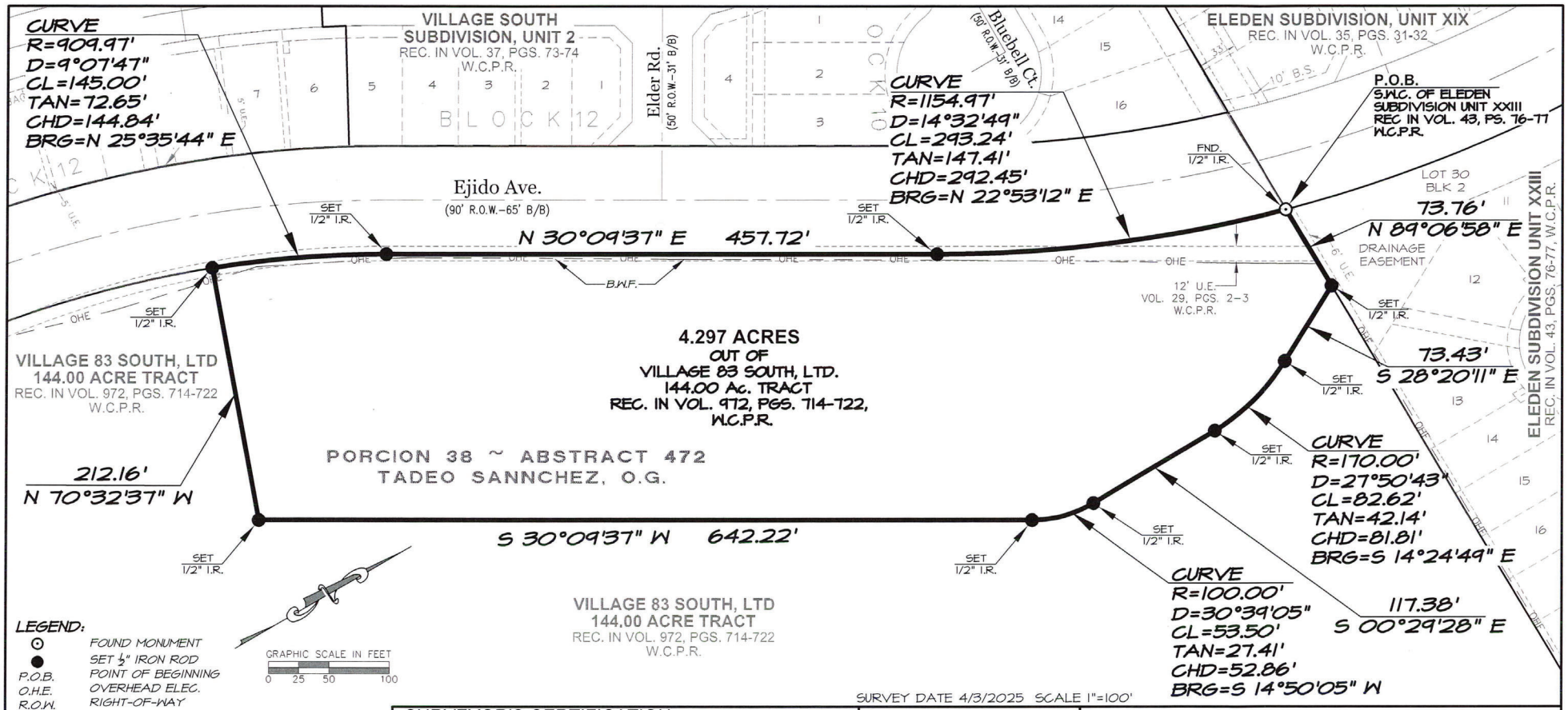


200' AND 300' NOTIFICATION

1 inch = 350 feet

ZC-037-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)



LEGEND:

⊙	FOUND MONUMENT
●	SET ½" IRON ROD
P.O.B.	POINT OF BEGINNING
O.H.E.	OVERHEAD ELEC.
R.O.W.	RIGHT-OF-WAY
B/B	BACK TO BACK
B.W.F.	BARB WIRE FENCE
W.C.D.R.	WEBB COUNTY DEED RECORD
W.C.P.R.	WEBB COUNTY PLAT RECORD

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1390C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS: GPS NAD 83 (2011 ADJ.) TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEY DATE 4/3/2025 SCALE 1"=100'

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 3RD DAY OF APRIL, 2025

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY OF
4.297 ACRES
OUT OF VILLAGE 83 SOUTH, LTD.
144.00 ACRE TRACT
AS RECORDED IN VOLUME 972, PAGES 714-722
OF WEBB COUNTY PLAT RECORDS
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com


ZC-037-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1A TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 4.3 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT A, LOCATED NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 4.3 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to B-1 (Limited 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 15, 2025; 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 16, 2025 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 approximately 4.3 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to B-1 (Limited 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 _____, 2025.

_____
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

Planning & Zoning Commission

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 71.8 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District).

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

ZC-038-2025
District I

Council District: District 1 **Zone Case:** ZC-038-2025

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 and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-038-2025

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1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

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2. Supporting Goal(s)/Policy(ies)

Policy 5.2.3

"Promote the development of compact, walkable neighborhoods with a variety of housing types that are affordable to a wide range of income levels."
(Page 5.31, Viva Laredo City of Laredo Comprehensive Plan)

Relevance: Rezoning from R-1A to R-1B allows higher density single-family housing, which directly supports this policy by enabling a greater number of housing units within a compact area.

Policy 1.2.3

"Encourage infill development and compact growth within existing city boundaries to minimize sprawl and improve service efficiency."
(Page 1.27, Viva Laredo City of Laredo Comprehensive Plan)

Relevance: The subject site is located within Laredo's urban growth boundary and is surrounded by partially developed residential areas, aligning this zone change with goals to promote compact, contiguous development.

Policy 1.3.2

"Encourage medium-density residential development near major corridors and in areas identified as Neighborhood Mixed Use."
(Page 1.27, Viva Laredo City of Laredo Comprehensive Plan)

Relevance: The location near Ejido Avenue (Minor Arterial) and Cielito Lindo Blvd (Major Arterial), both identified in the Long Range Thoroughfare Plan, supports this policy. The R-1B zoning facilitates medium-density residential development consistent with this directive.

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3. Summary of Alignment

The proposed rezoning from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District) is **strongly aligned** with multiple policies outlined in the Viva Laredo Comprehensive Plan. The subject property lies within an area designated for **Medium Density Residential** and **Neighborhood Mixed Use** on the Future Land Use Map, both of which permit R-1B zoning. The change supports key planning objectives including compact growth, infill development, and a variety of housing options.

The proposed development enhances housing availability in a growing area, contributes to efficient land use near major transportation corridors, and is compatible with surrounding residential uses. While a small portion of the site lies within an area designated for **Parks**, the majority conforms to applicable land use policies, and the development's scale and location do not conflict with broader park access or open space goals.

Key intersections include themes of **affordable housing**, **mobility**, **growth management**, and **efficient service provision**. These align with the city's long-term goals to enhance livability and sustainability.

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4. Additional Requirements

All cited language and policies are quoted directly from the Viva Laredo City of Laredo Comprehensive Plan.
No conflicting goal or policy was identified.

Conclusion:
The proposed zone change (ZC-038-2025) demonstrates a **strong level of alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 6/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Village 83 South Ltd., owner; Porras Nance Engineering, Applicant and Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 71.8 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District).

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

ZC-038-2025
District I

PREVIOUS COUNCIL ACTION
On January 16, 2001 City Council made a motion to approve a zone change from AG (Agriculture District) to R-1A (Single Family Reduced Area District). (Ordinance Number 2001-O-017)

BACKGROUND

Council District: I – Gilbert Gonzalez

Proposed use: The proposed use is for residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant developed land and single family residential uses.To the East of the site is vacant undeveloped land.To the south of the site is Cielito Lindo Boulevard ,vacant undeveloped land and vacant developed land. To the west of the site is Ejido Avenue, single family residential uses, and vacant developed land.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Ejido Avenue as a Minor Arterial and Cielito Lindo Boulevard as a Major Arterial.
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 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. B4 allowed with exceptions**), which includes R-1B. The proposed zone change is in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R-1B, small format market),which includes R-1B. However, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Parks, which does not include R-1B.
2. The proposed site meets the minimum lot area requirement of 3,000 square feet for R-1B zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 71.8 acres (1 acre = 43,560 feet).
3. The proposed use is compatible with the area since there are residential districts within the vicinity.
4. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. The area is predominately residential uses and vacant land.

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

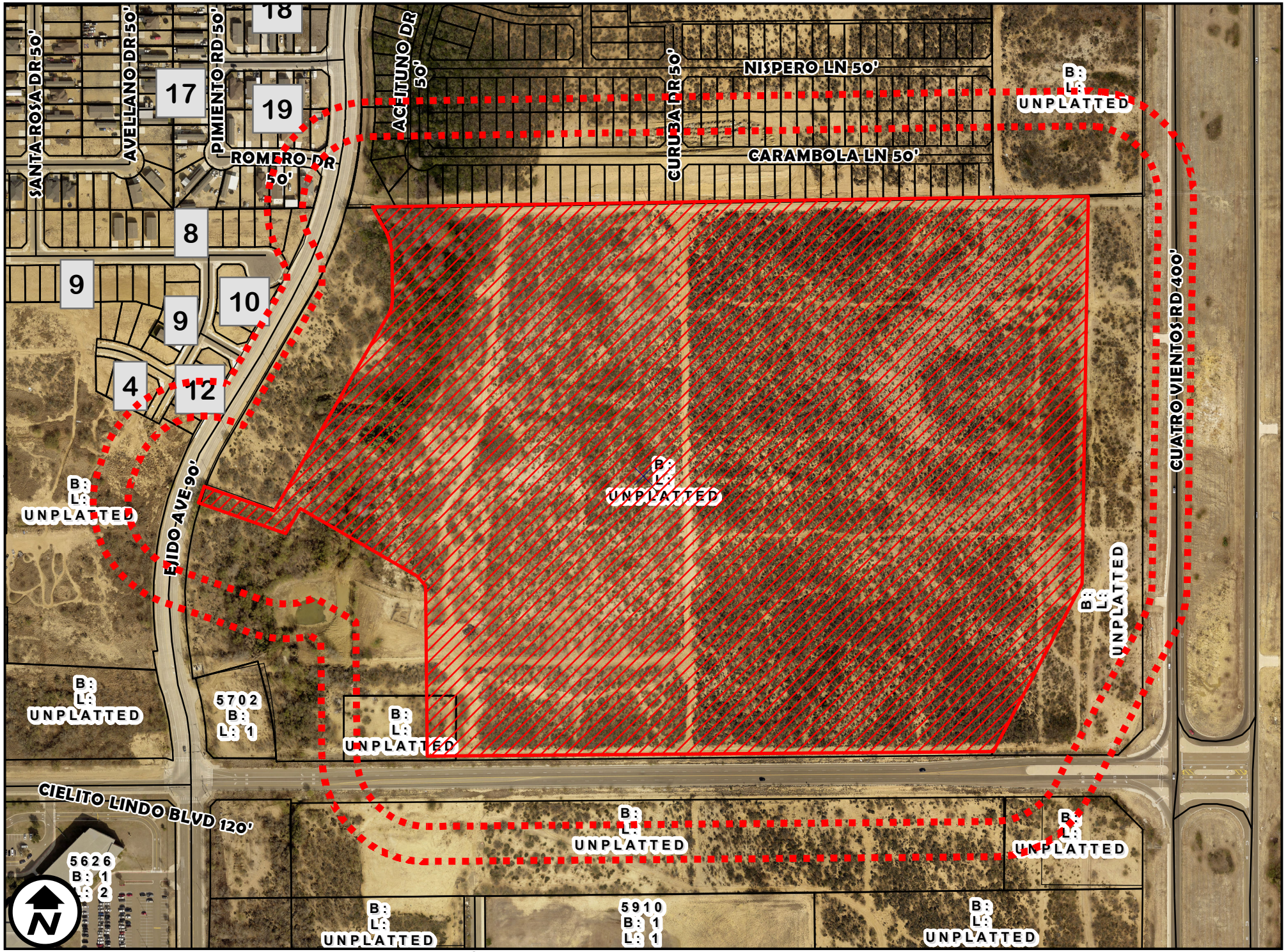
Will change adversely influence living conditions in the neighborhood?

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 zone does not allow for R-1B lots as intended by the applicant.

Attachments

Comp Plan Alignment
Maps
Survey, Metes, and Bounds
Zone Change Signage
Draft Ordinance

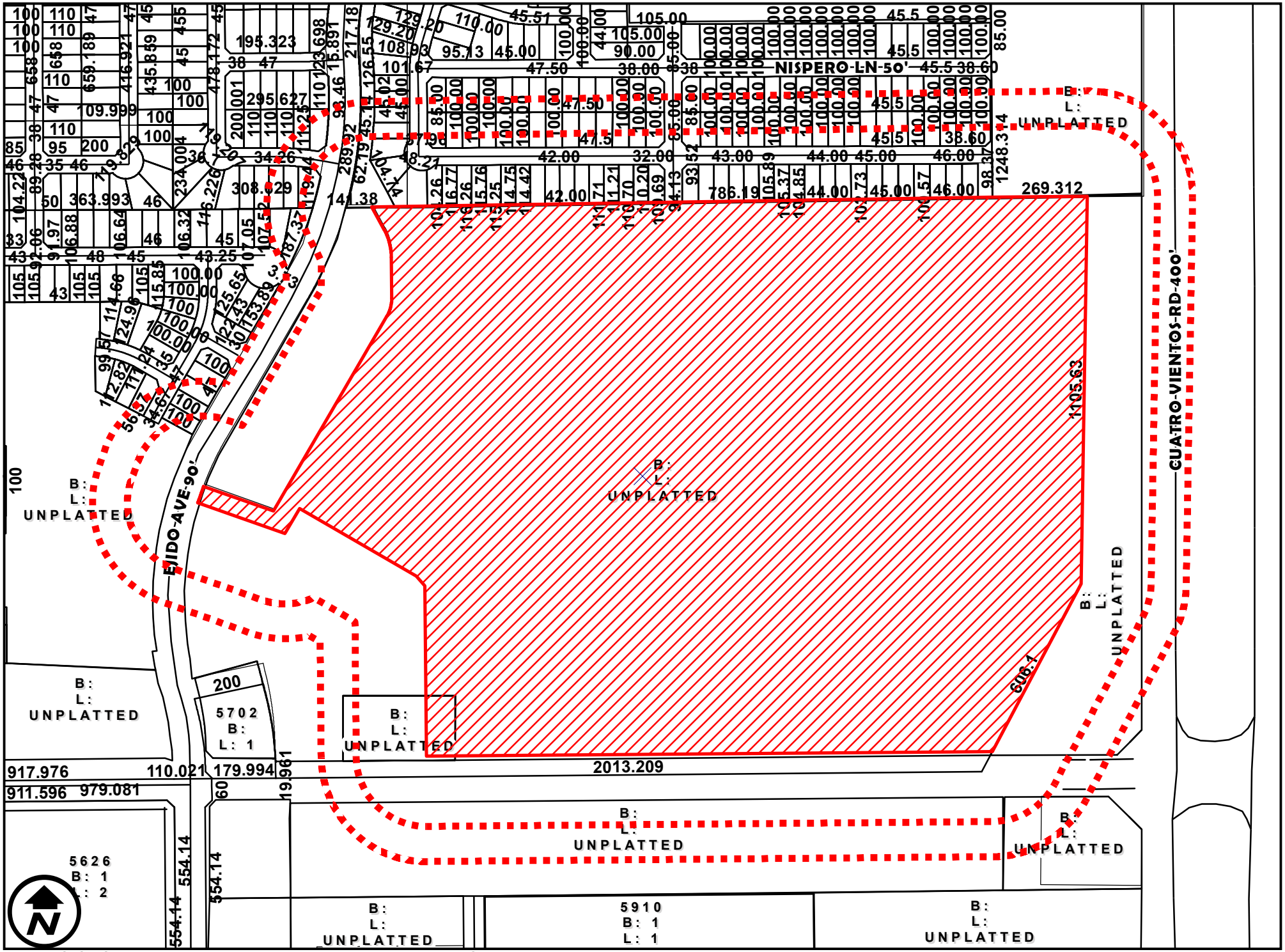


AERIAL MAP

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

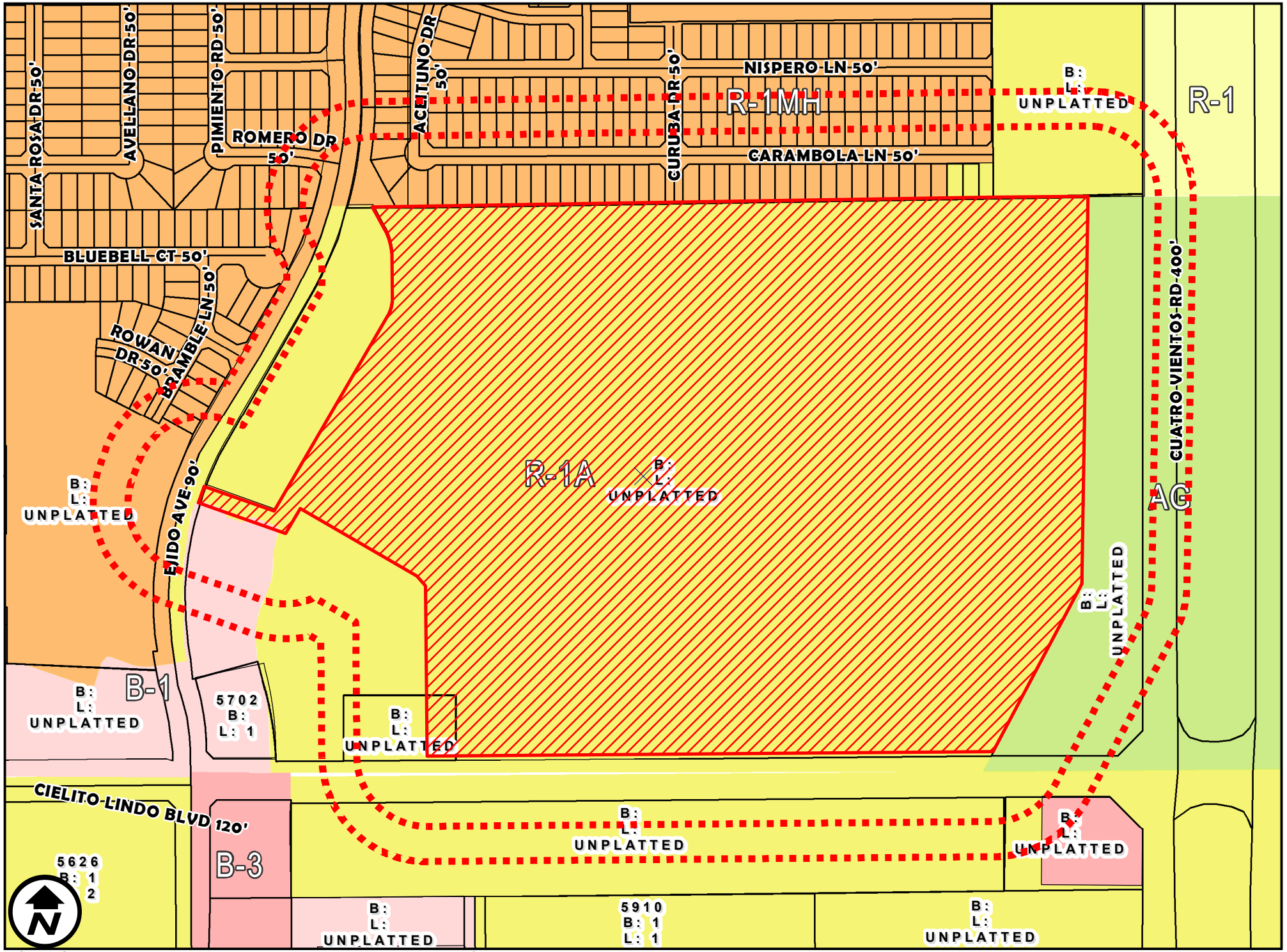


DIMENSIONS MAP

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

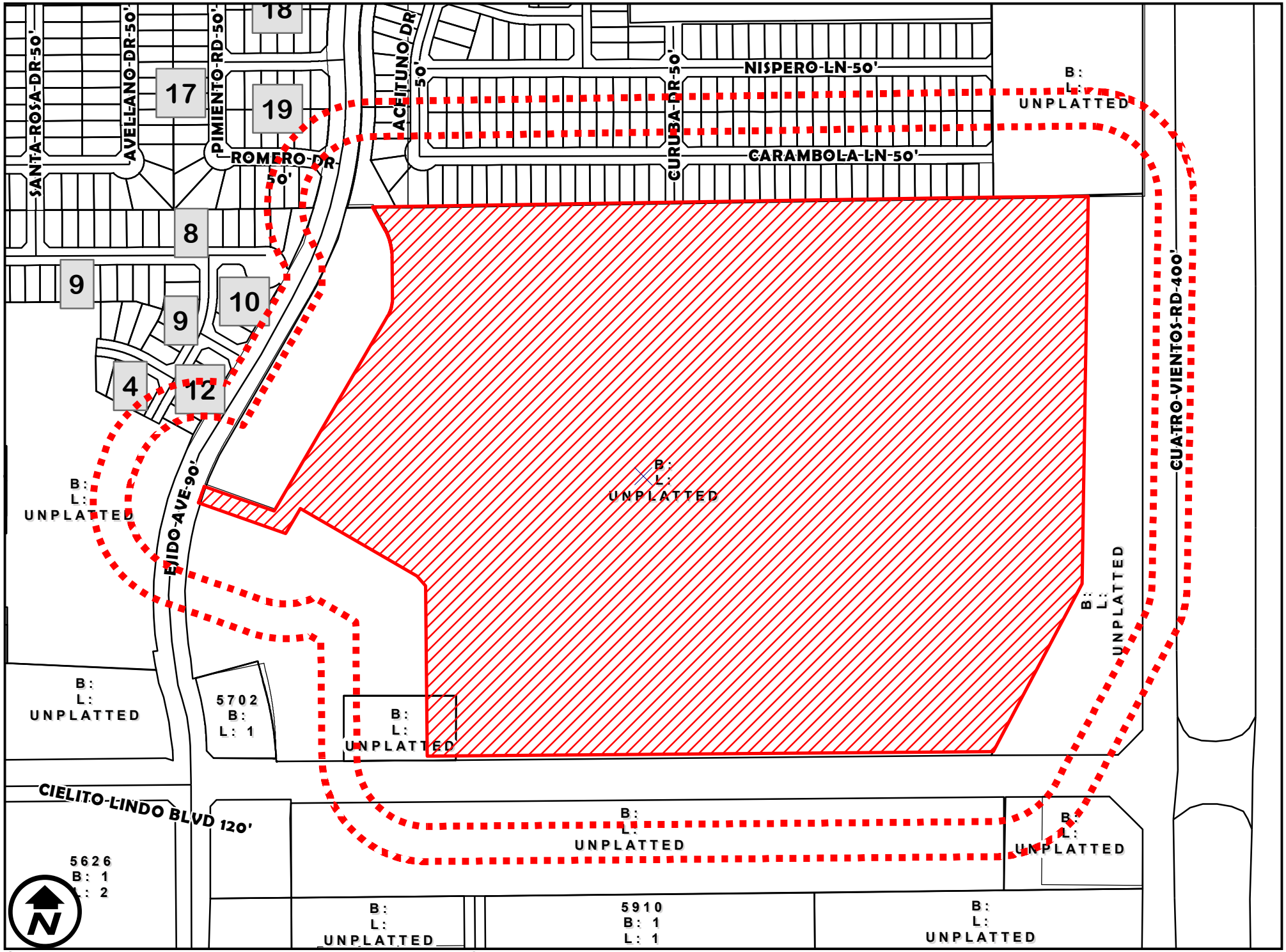


ZONING MAP

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

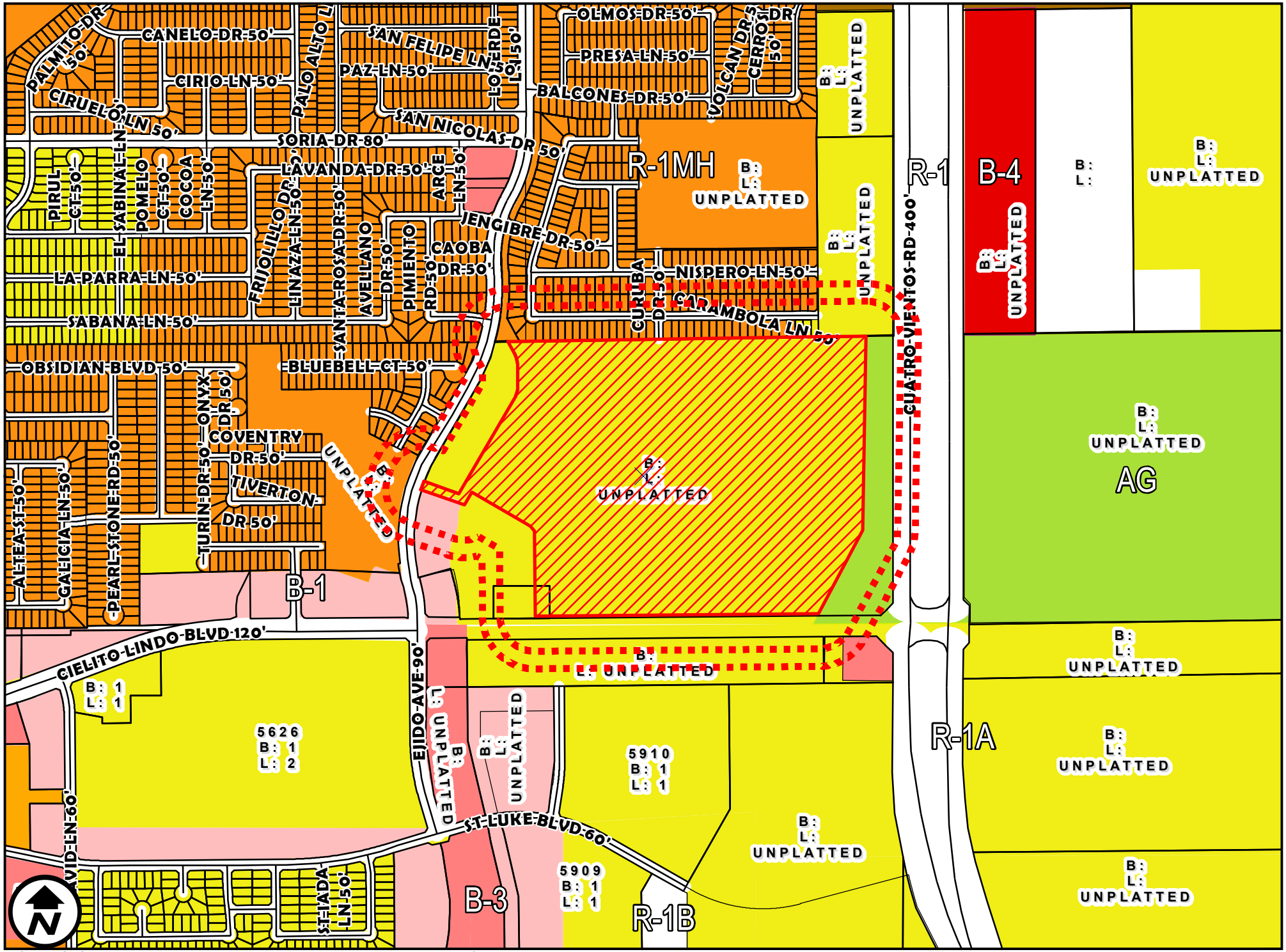


SURVEY MAP

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

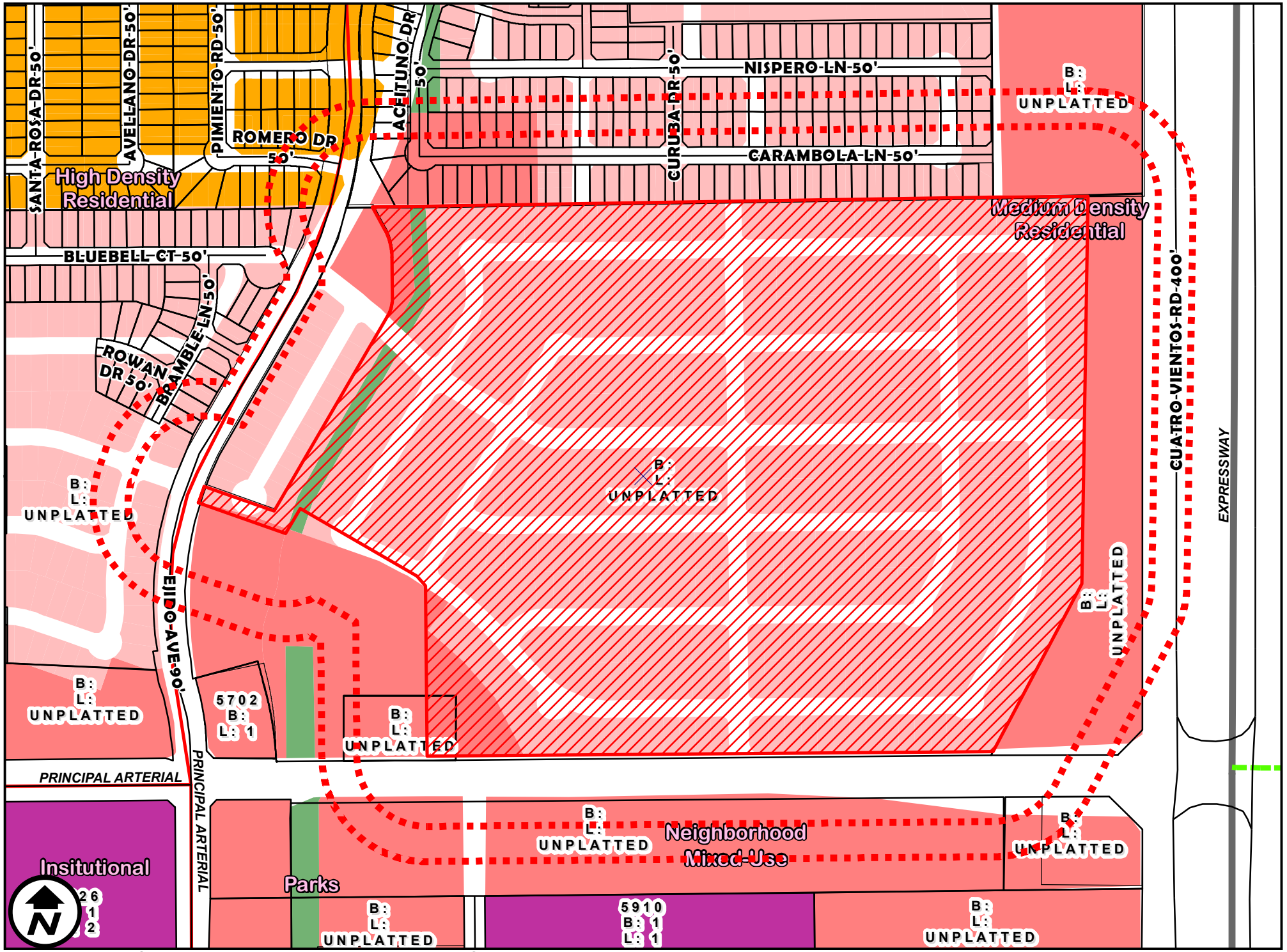


ZONING OVERVIEW

1 inch = 700 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FC
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

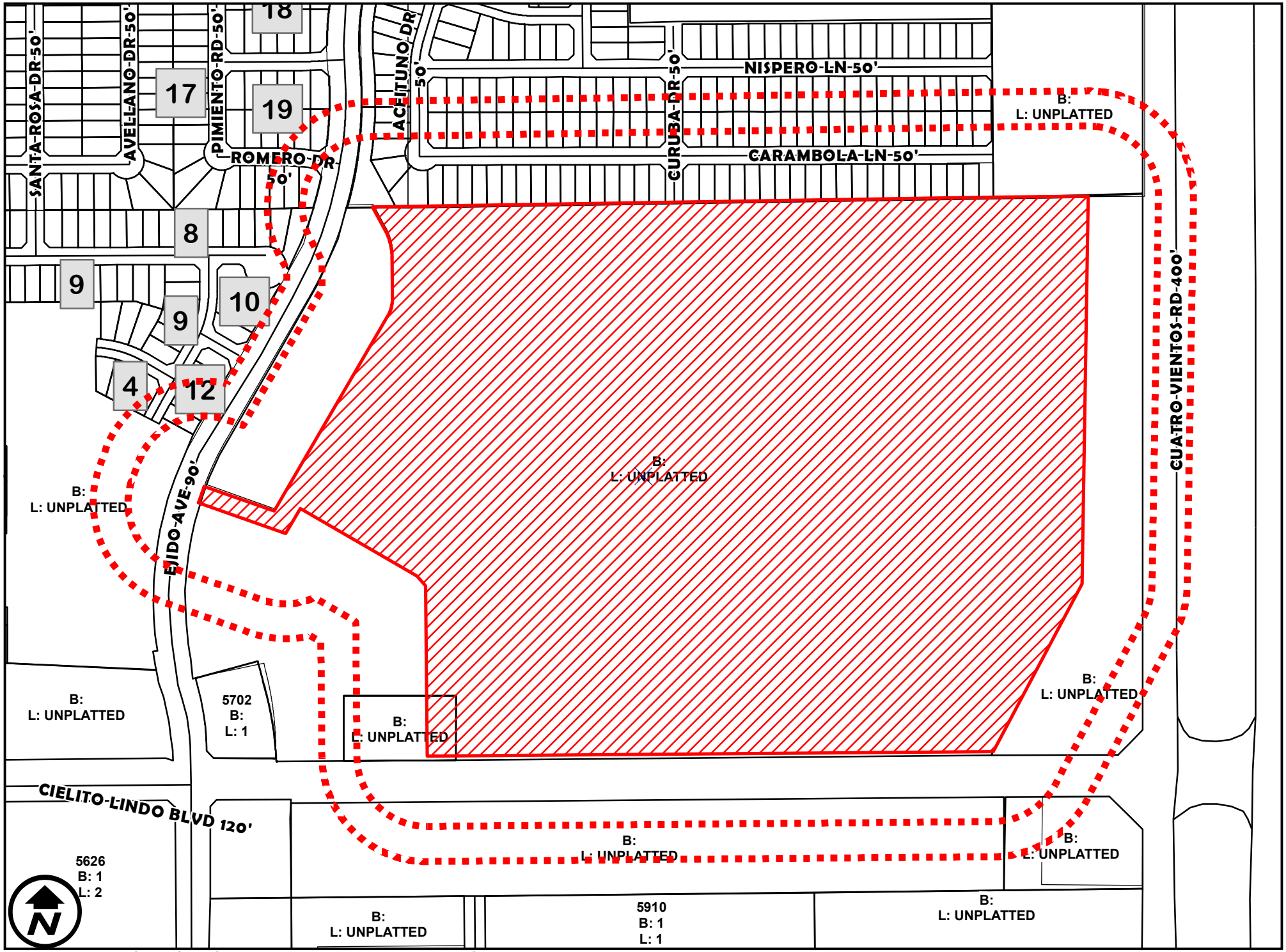


FUTURE LANDUSE

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



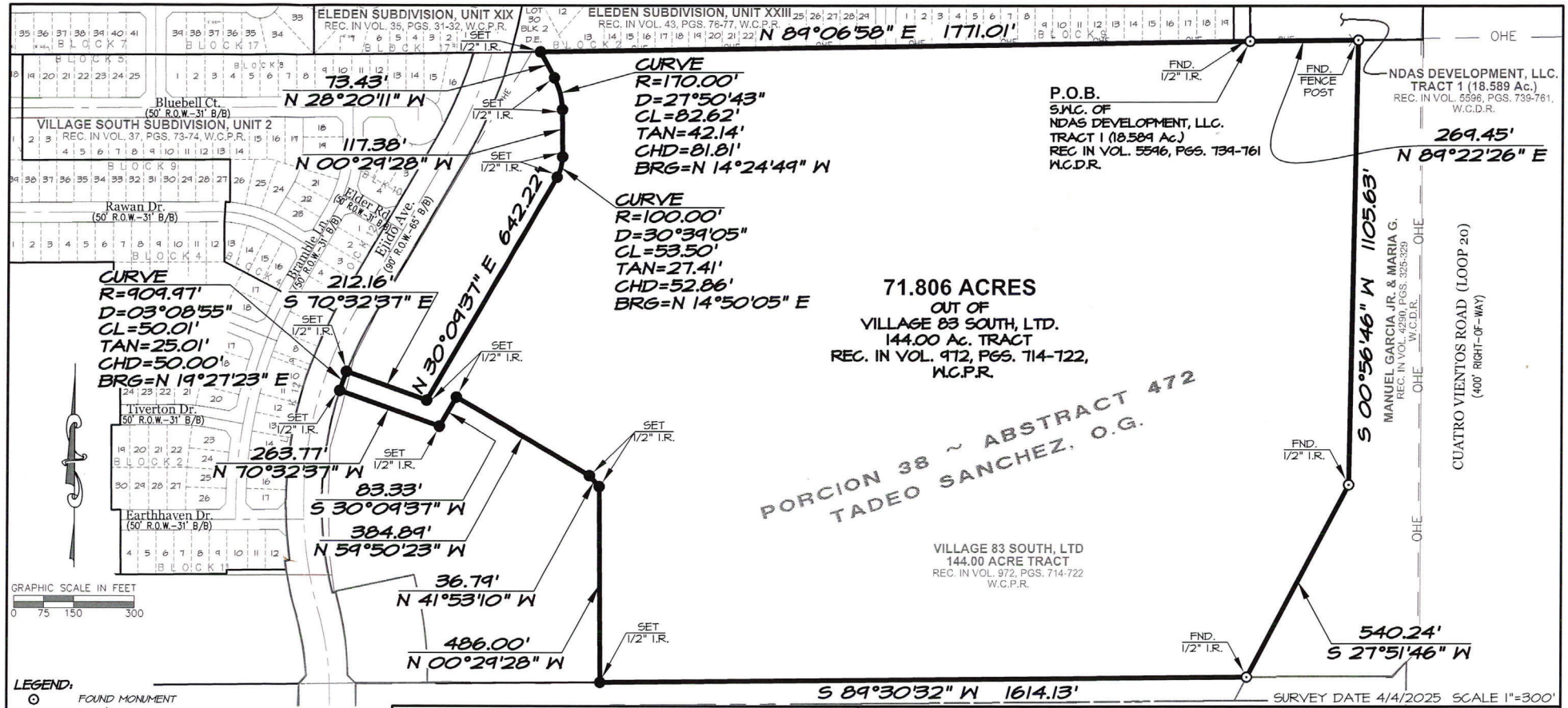
200' AND 300' NOTIFICATION

1 inch = 350 feet

ZC-038-2025
COUNCIL DISTRICT 1
NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)


ZC-038-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1A TO R-1B
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613



LEGEND:

⊙	FOUND MONUMENT
●	SET ½" IRON ROD
P.O.B.	POINT OF BEGINNING
O.H.E.	OVERHEAD ELEC.
R.O.W.	RIGHT-OF-WAY
B/B	BACK TO BACK
B.W.F.	BARB WIRE FENCE
W.C.D.R.	WEBB COUNTY DEED RECORD
W.C.P.R.	WEBB COUNTY PLAT RECORD

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1390C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS: GPS NAD 83 (2011 ADJ.) TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 4TH DAY OF APRIL, 2025.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY OF
71.806 ACRES
OUT OF VILLAGE 83 SOUTH, LTD.
144.00 ACRE TRACT
AS RECORDED IN VOLUME 972, PAGES 714-722
OF WEBB COUNTY PLAT RECORDS
CITY OF LAREDO, WEBB COUNTY, TEXAS

SURVEY DATE 4/4/2025 SCALE 1"=300'

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OFFICE (956) 724-3097
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ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 71.8 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT A, LOCATED NORTH OF CIELITO LINDO BOULEVARD AND EAST OF EJIDO AVENUE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 71.8 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density 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 15, 2025; 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 16, 2025 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 approximately 71.8 acres, as further described by metes and bounds on attached Exhibit A, located north of Cielito Lindo Boulevard and east of Ejido Avenue, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density 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 _____, 2025.

_____
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

City Council

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 151, Block 1, Villas San Agustin, Unit 11, located at 11101 Riverbank Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

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

ZC-039-2025
District VII

Council District: District 7 **Zone Case:** ZC-039-2025

Letters sent to property owners: 47

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 6/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Mines Road Development, Ltd, Owner; and Devin "Buck" Benson, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 151, Block 1, Villas San Agustin, Unit 11, Located at 11101 Riverbank Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

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

ZC-039-2025
District VII

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VII – Vanessa Perez

Proposed use: The proposed use is apartments.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is Entrada Loop, single family residential uses, and vacant developed land. To the east of the site is single family residential uses and vacant developed land. To the south of the site is Zebra Drive, vacant developed land, and single-family residential uses. To the west of the site is Riverbank Drive and vacant developed land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Riverbank Drive as a Minor Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 47 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and 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 use coincides with the existing residential uses within the proposed site.
2. There is an existing R-2 zoning district and similar uses within the vicinity of the proposed site.
3. Although the proposed zone change is not in conformance with the Comprehensive Plan's designation as Parks, the proposed zone change is not anticipated to negatively impact the surrounding neighborhood.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No. The area is predominately residential uses and vacant land.

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

Yes.

Will change adversely influence living conditions in the neighborhood?

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 apartments as intended by the applicant.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

ZC-039-2025 – Comp Plan Alignment

Here is the evaluation of City Council Agenda Item ZC-039-2025 for alignment with the *Viva Laredo Comprehensive Plan*:

---

1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.

The proposed zoning change from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District) at 11101 Riverbank Drive is not in conformance with the *Future Land Use Map*, which designates the area as "Parks."

Source:
Viva Laredo City of Laredo Comprehensive Plan, Future Land Use Map, Page 1.8–1.9 (digital pages i.8–i.9).

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3. Summary of Alignment

The agenda item proposes a rezoning action to enable apartment development on land currently designated for Parks under the Viva Laredo Comprehensive Plan. While staff notes that the surrounding land is largely residential and vacant, the Comprehensive Plan explicitly categorizes this location for parks and open space. No goal or policy in the Plan supports the conversion of designated park land into higher-density residential development.

Moreover, the Comprehensive Plan repeatedly emphasizes:

- The creation and maintenance of a **network of parks** accessible within a five- to ten-minute walk of all homes (Introduction, Page i.6).
- The use of **flood-prone and underdeveloped areas** for green infrastructure and trail systems (Land Use Patterns, Page 1.9).
- Alignment of **zoning decisions** with the Comprehensive Plan as a guiding framework (Introduction, Page i.3).

Therefore, the proposed zone change contradicts the intent of the plan in terms of land use integrity, long-range sustainability, and equitable access to parks.

---

4. Additional Requirements

This evaluation adheres to the policy-based review framework and draws exclusively from verbatim content within the *Viva Laredo Comprehensive Plan*.

If you would like an evaluation based on additional themes (such as housing or transportation), or a breakdown of potential policy conflicts in more detail, I can provide that as well.

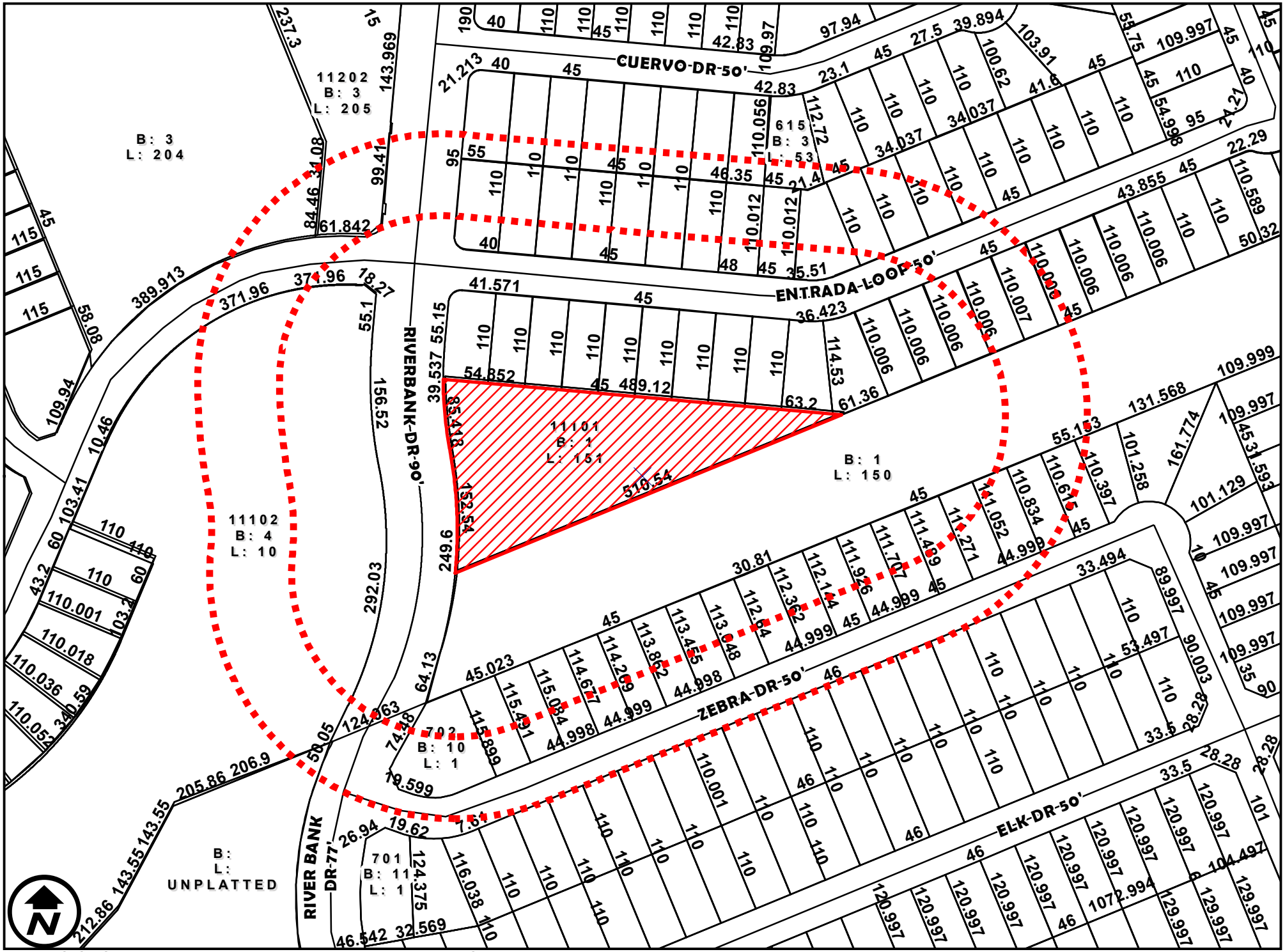


AERIAL MAP

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION FO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

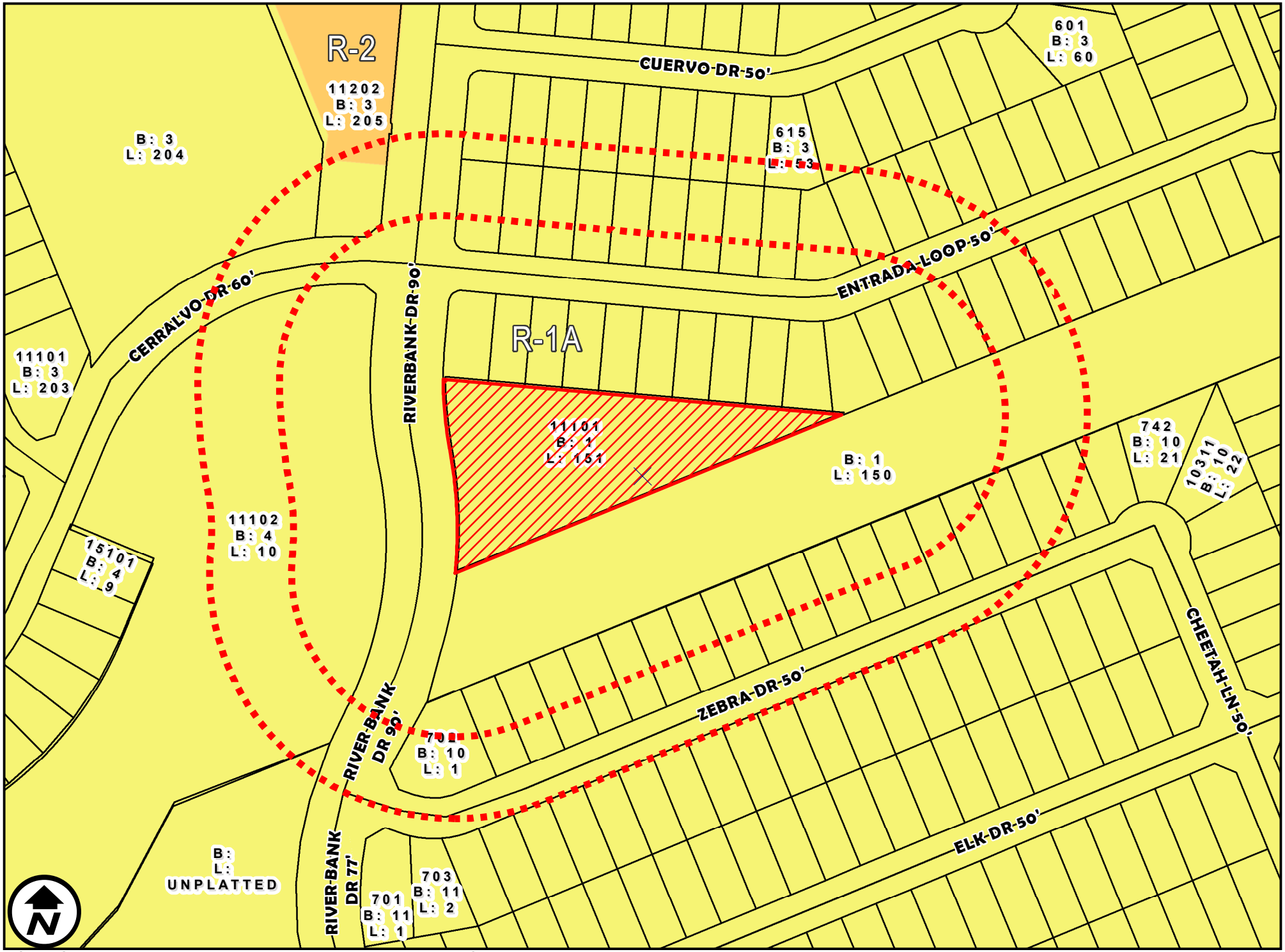


DIMENSIONS MAP

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

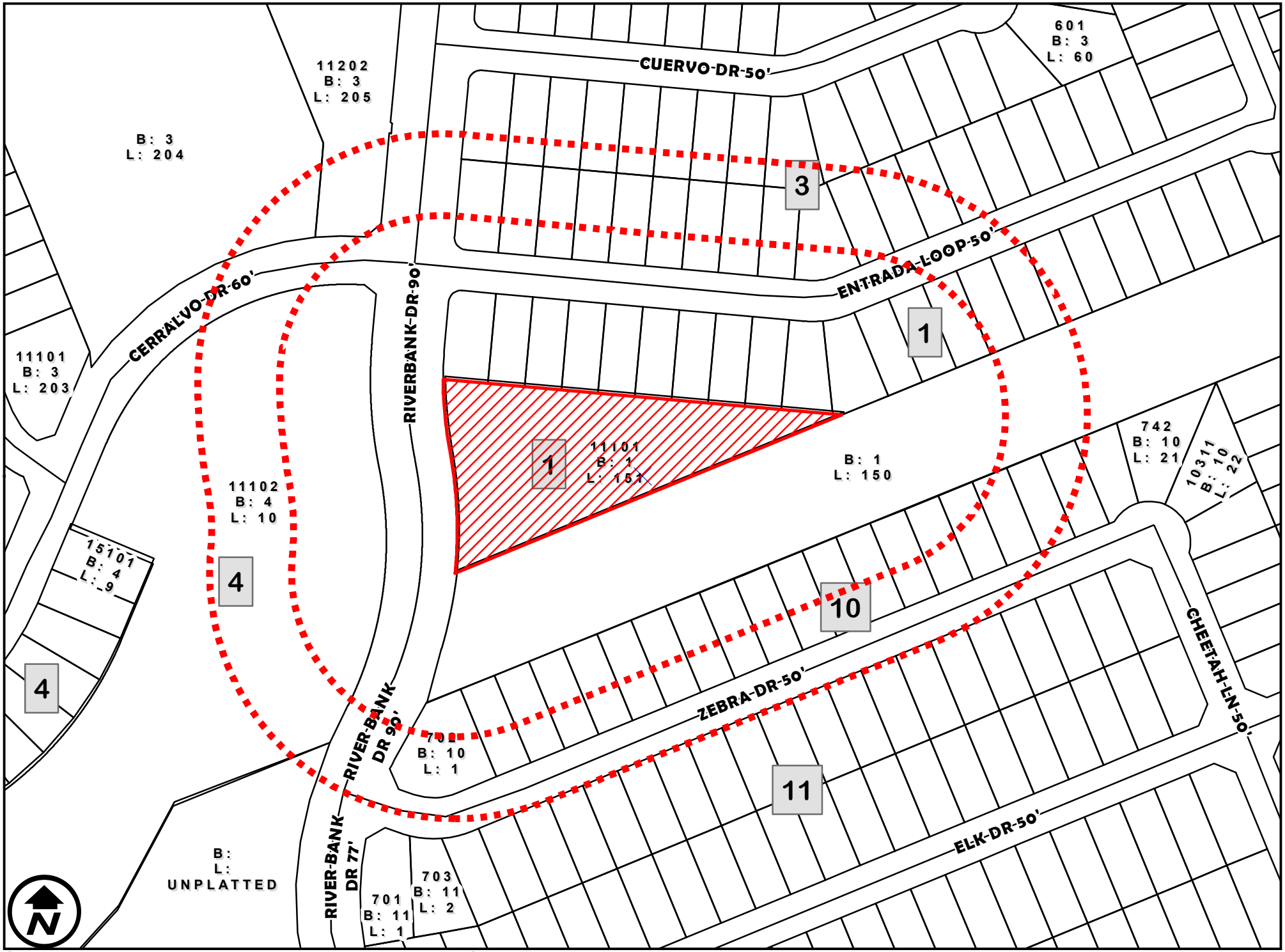


ZONING MAP

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

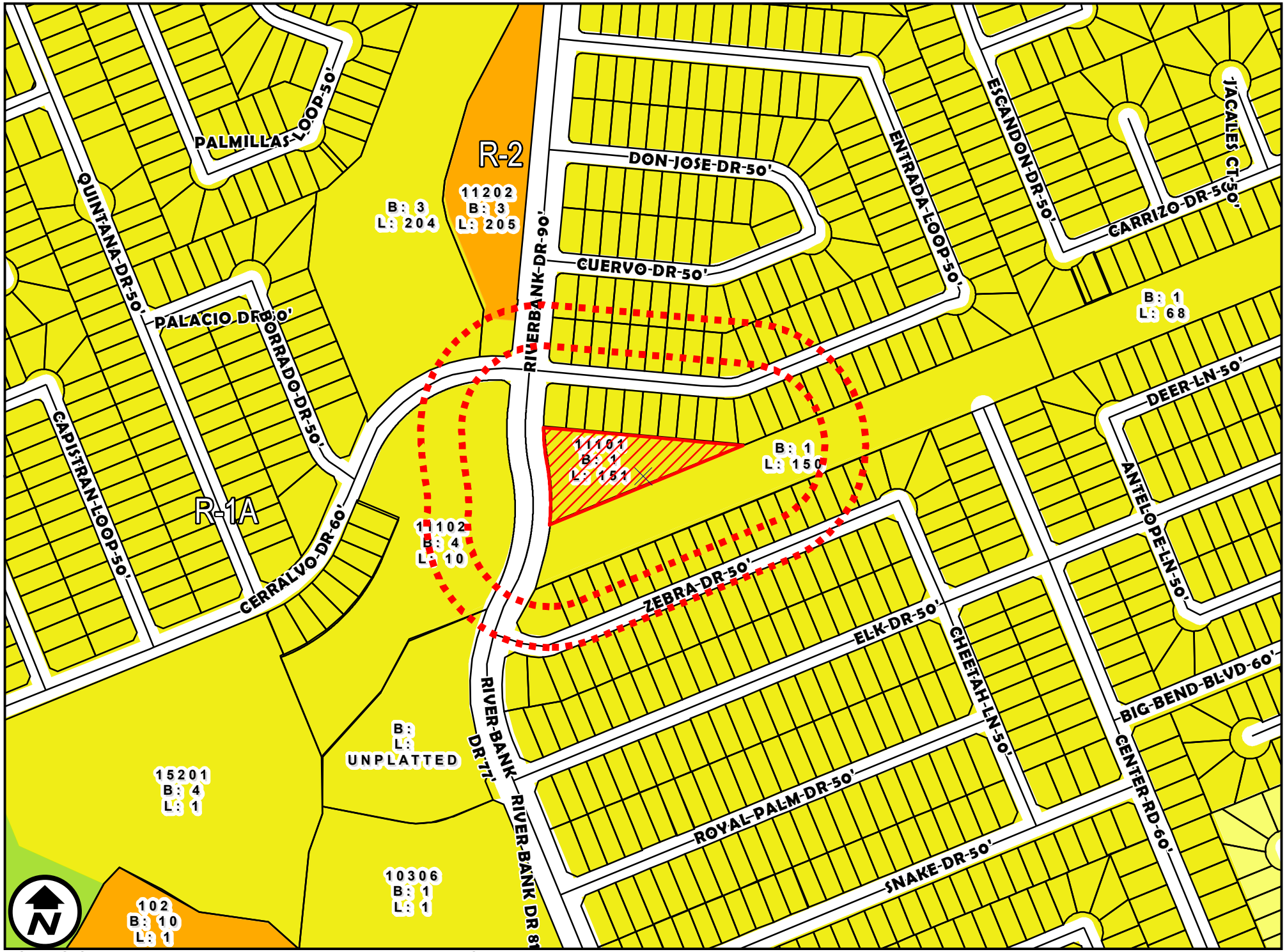


SURVEY MAP

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

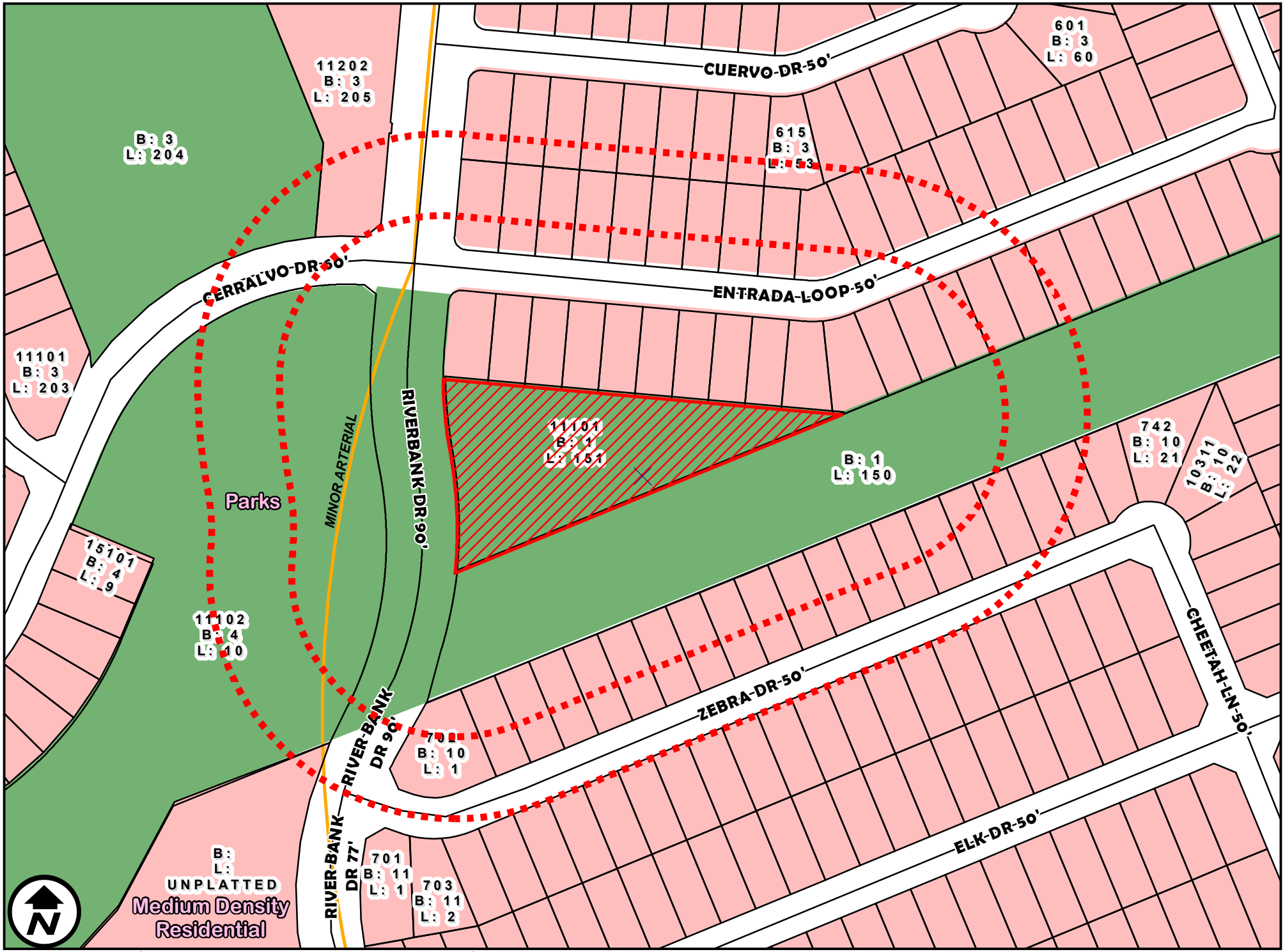


ZONING OVERVIEW

1 inch = 300 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

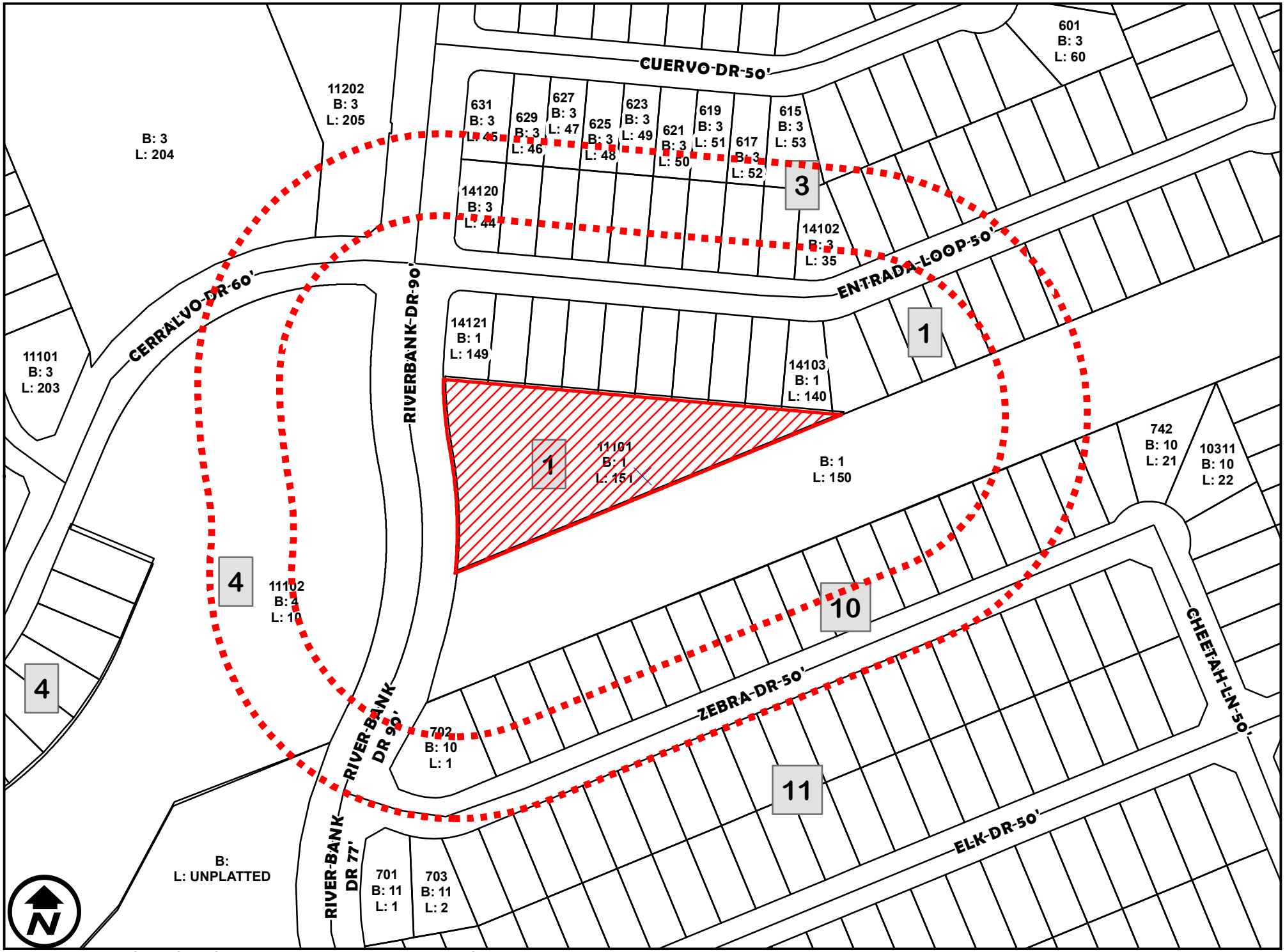


FUTURE LANDUSE

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-039-2025
COUNCIL DISTRICT 7
11101 RIVERBANK DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)


ZC-039-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1A TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1813

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 151, BLOCK 1, VILLAS SAN AGUSTIN, UNIT 11, LOCATED AT 11101 RIVERBANK DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 151, Block 1, Villas San Agustin, Unit 11, located at 11101 Riverbank Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 15, 2025; 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 16, 2025 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 Lot 151, Block 1, Villas San Agustin, Unit 11, Located at 11101 Riverbank Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

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

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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

City Council

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a second single family residential detached on Lots 11 and 12, Block 937, Eastern Division located at 1702 East O'Kane Street.

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

ZC-041-2025
District IV

Council District: District 4 **Zone Case:** ZC-041-2025

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 0 vote recommended approval of the conditional use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 06/16/2025

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: Project Martinez Legacy, LLC, Owner; Abraham Martinez, Applicant; Miguel Gomez, Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a second single family residential detached on Lots 11 and 12, Block 937, Eastern Division located at 1702 East O'Kane Street.

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

ZC-041-2025
District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV - Cm. Ricardo Garza

Proposed use: The proposed use is a second single family residential detached.

Minimum Zoning District Required for Proposed Use: R-3 (Mixed Residential District) zoning district.

Current Zoning District: The site is currently zoned as a R-1 (Single Family Residential District) zoning district.

Site: The site is currently occupied by a residential structure.

Surrounding land uses: To the north of the site is single family residential uses and Reynolds Street. To the east of the site is single family residential uses and Tapeyste Avenue. To the south of the site is O'Kane Street, a vacant lot, and single family residential uses. To the west of the site is North Mendiola Avenue, single family residential uses, and a Valero gas station.

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

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify East O'Kane Street and North Mendiola Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 24
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **6** to **0** vote recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

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

1. The area predominately abuts single family residential uses.
2. According to the Viva Laredo City of Laredo Comprehensive Plan, additions to existing neighborhoods will diversify housing options while preserving a low-density neighborhood character.
3. The property consists of two lots. By adding another single family residential detached use, it would not change the characteristics of the neighborhood. The current zoning already allows one single family residential detached per lot. Thus, two lots allows two single family detached uses.
4. The Viva Laredo City of Laredo Comprehensive Plan (Comp Plan) encourages the increase on housing density as it accommodates families by creating multi-generational households without being forced to leave the neighborhood. Therefore, the addition of the single-family residential detach use coincides with the Comp Plan by increasing housing density.
5. The proposed use is not anticipated to have a negative impact on the existing neighborhood.

Additional Comments:

1. Should the owner plan to sell the single family residential detached uses, the owner shall subdivide the properties and shall be responsible to apply for the appropriate zoning requirements.

General Comments:

1. The approval of the conditional use permit does not guarantee the issuance of the building permit.
2. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions

1. The Conditional Use Permit is restricted to the site plan, as per Exhibit A, which is made part hereof for all purposes.

2. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
3. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
4. The approval of the conditional use permit does not guarantee the issuance of the building permit.
5. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No. The area is predominately single family residential uses.

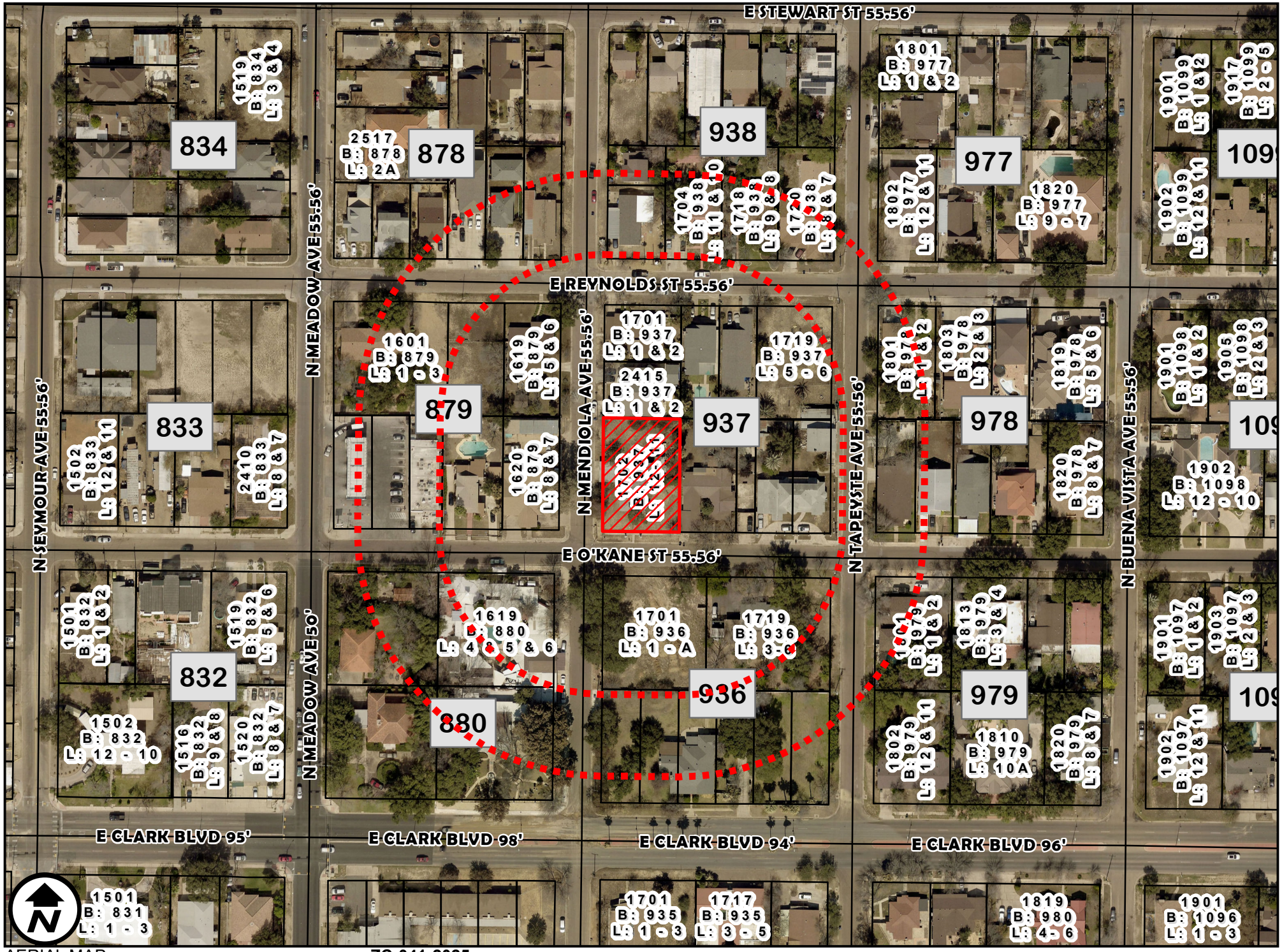
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
It is not anticipated to have a negative impact on the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for a second single family residential detached as intended by the applicant.

Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Draft Ordinance

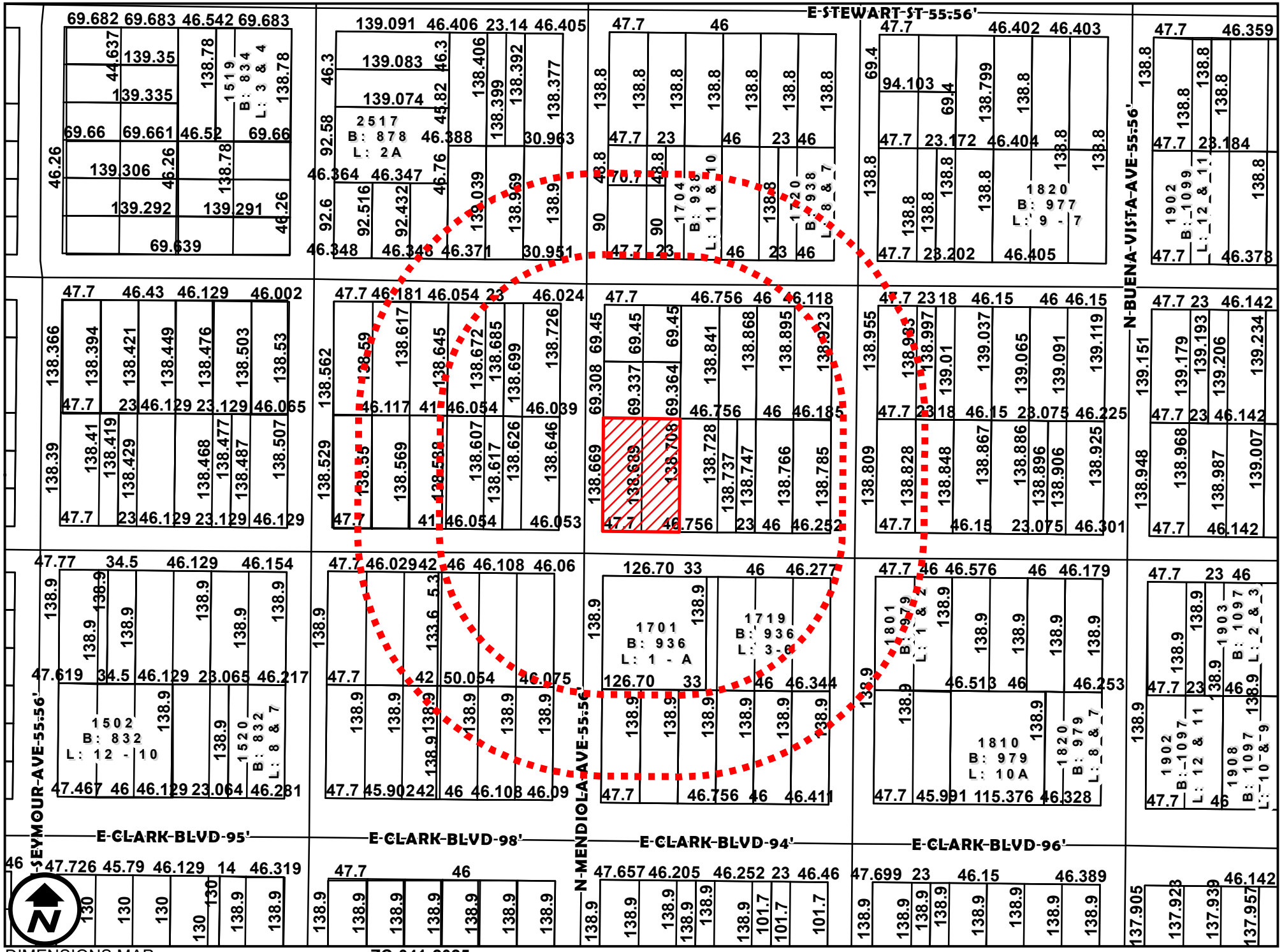


AERIAL MAP

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

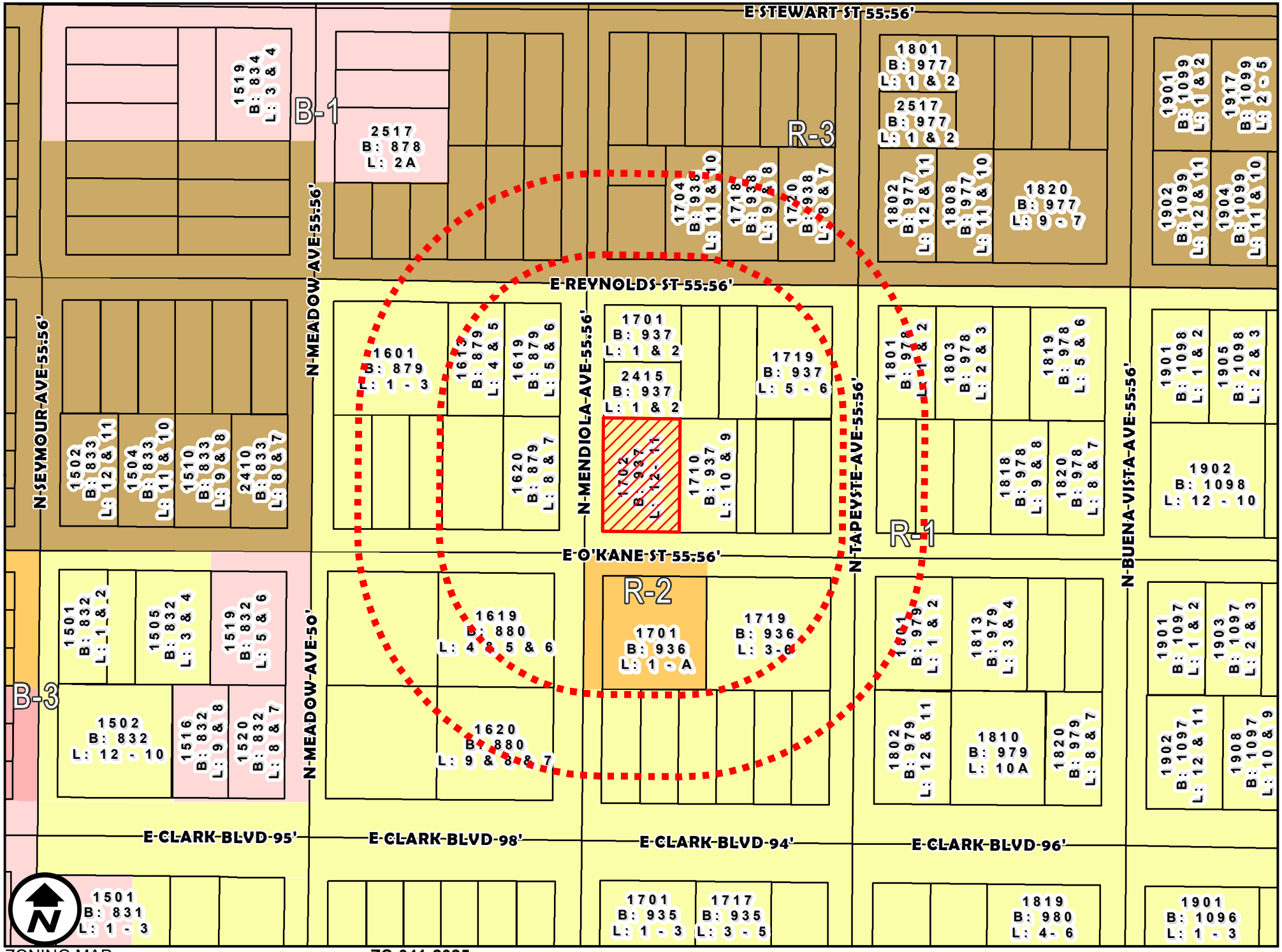


DIMENSIONS MAP

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

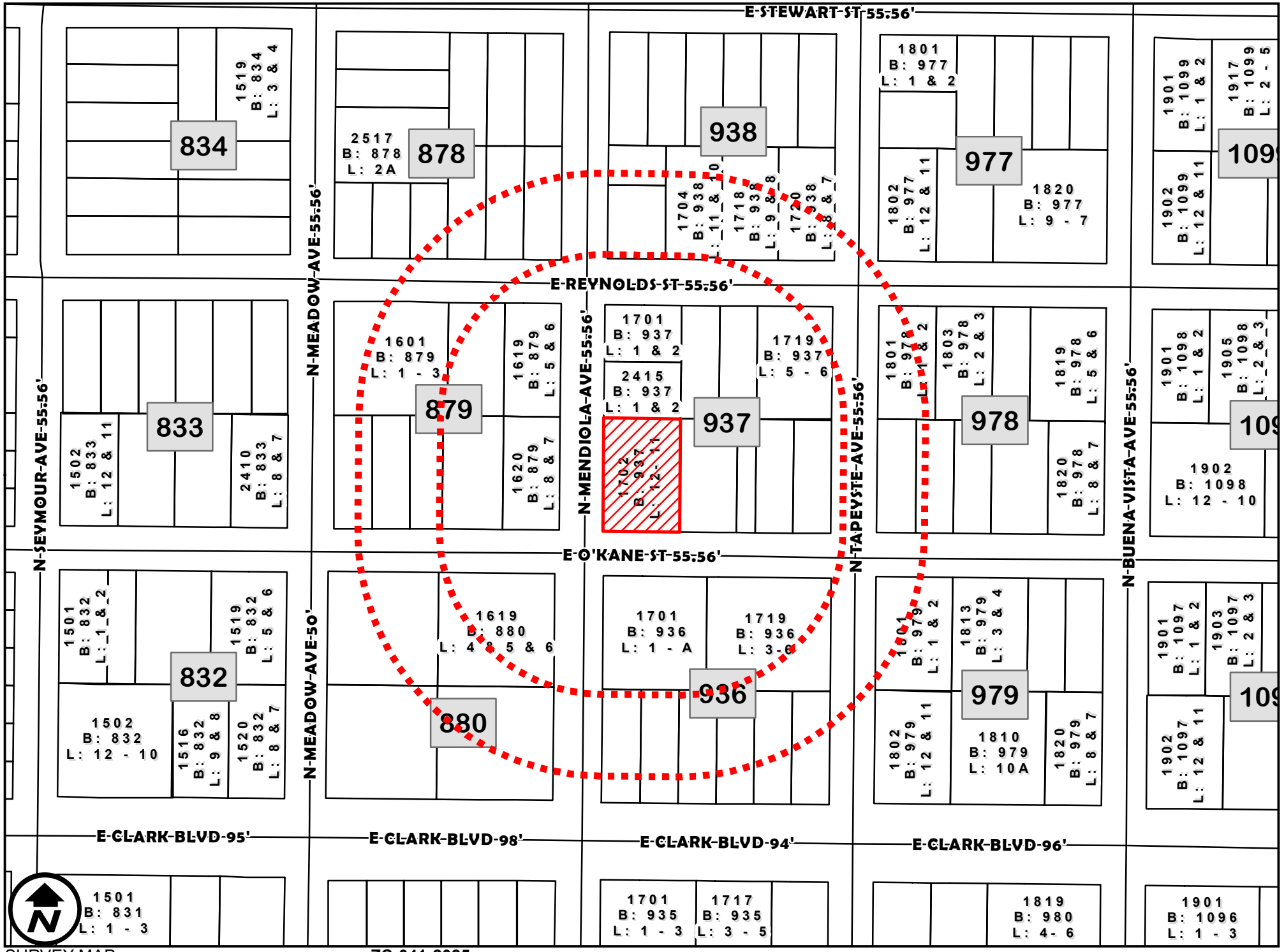


ZONING MAP

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

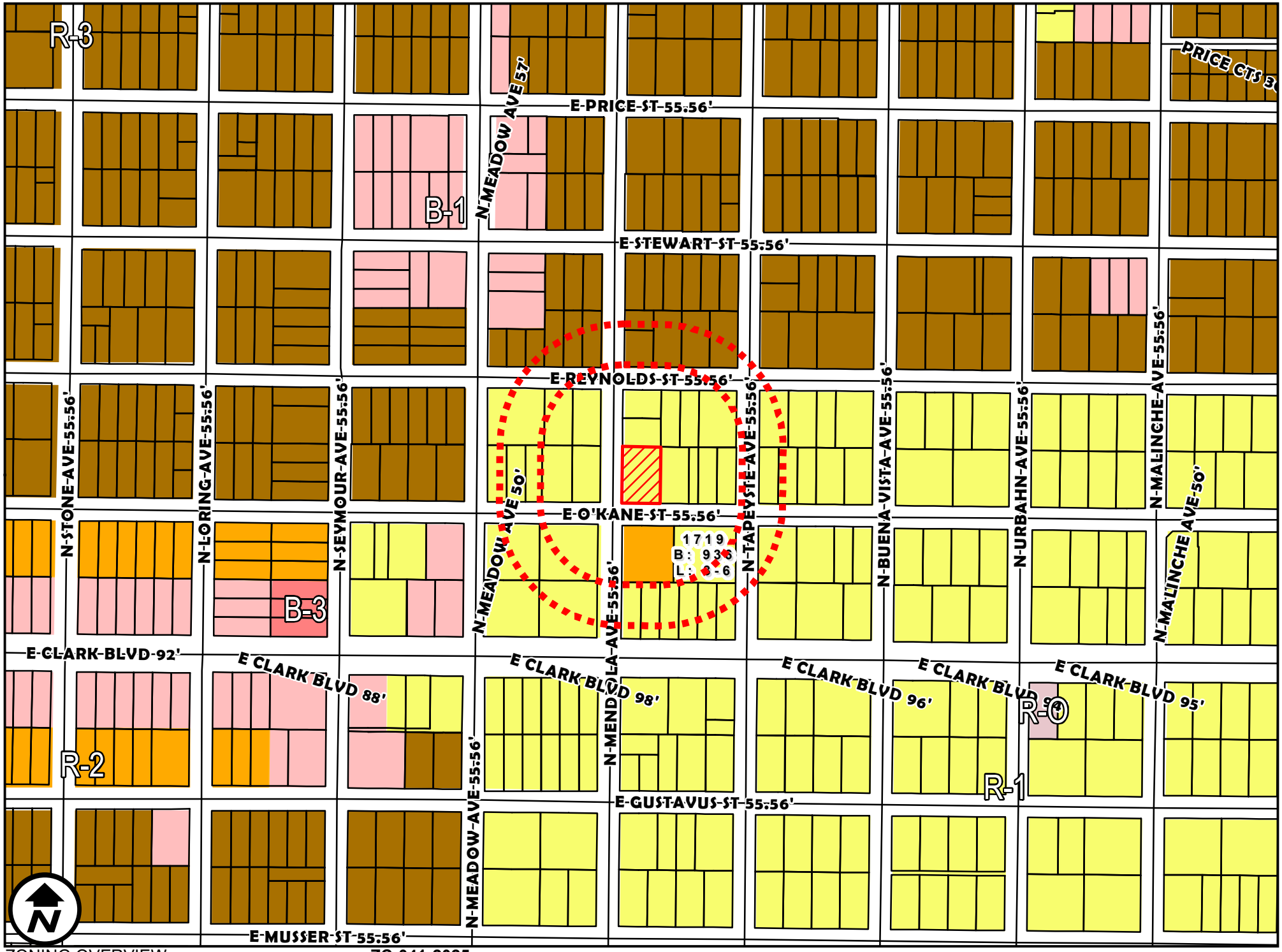


SURVEY MAP

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

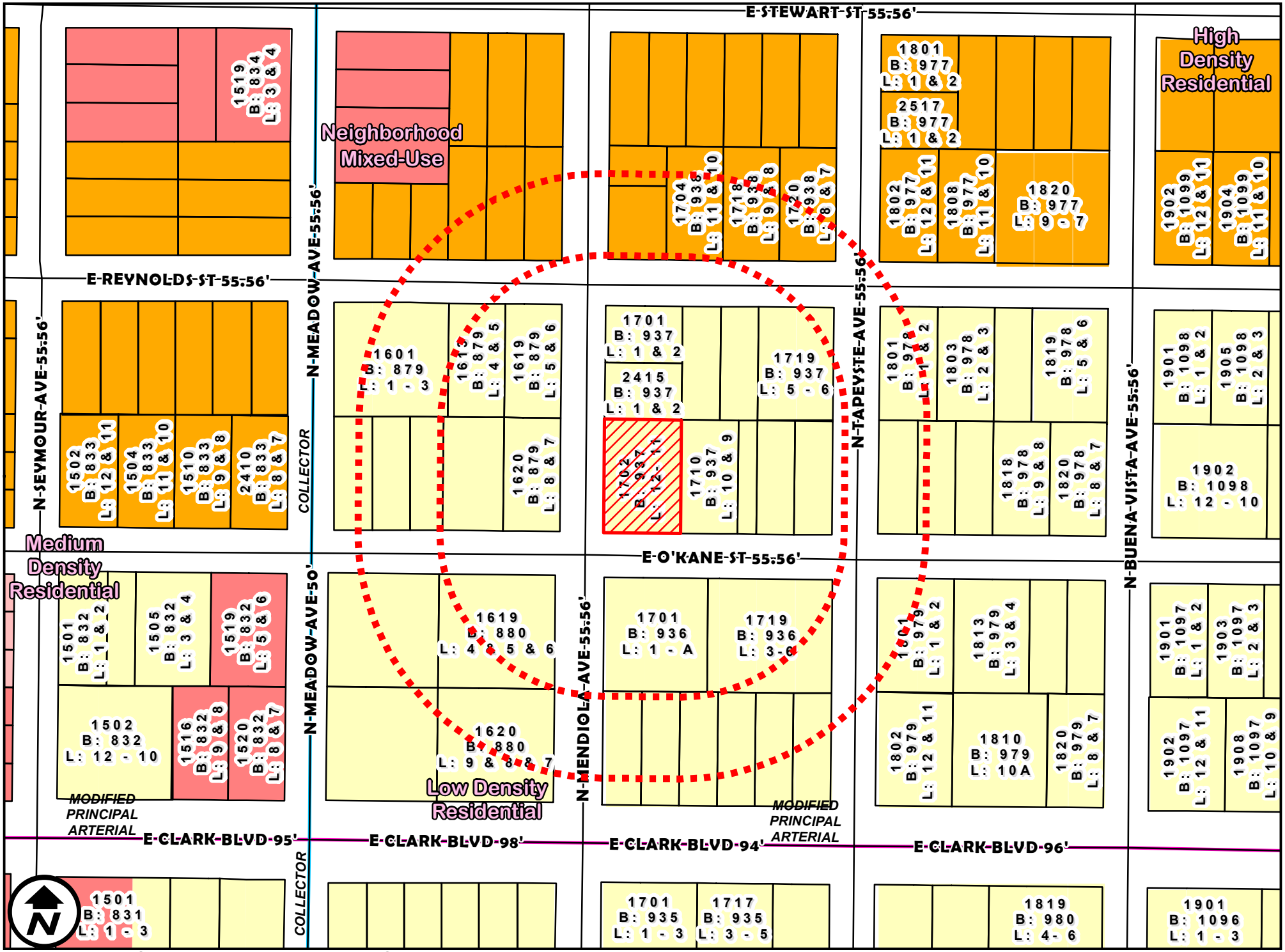


ZONING OVERVIEW

1 inch = 300 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

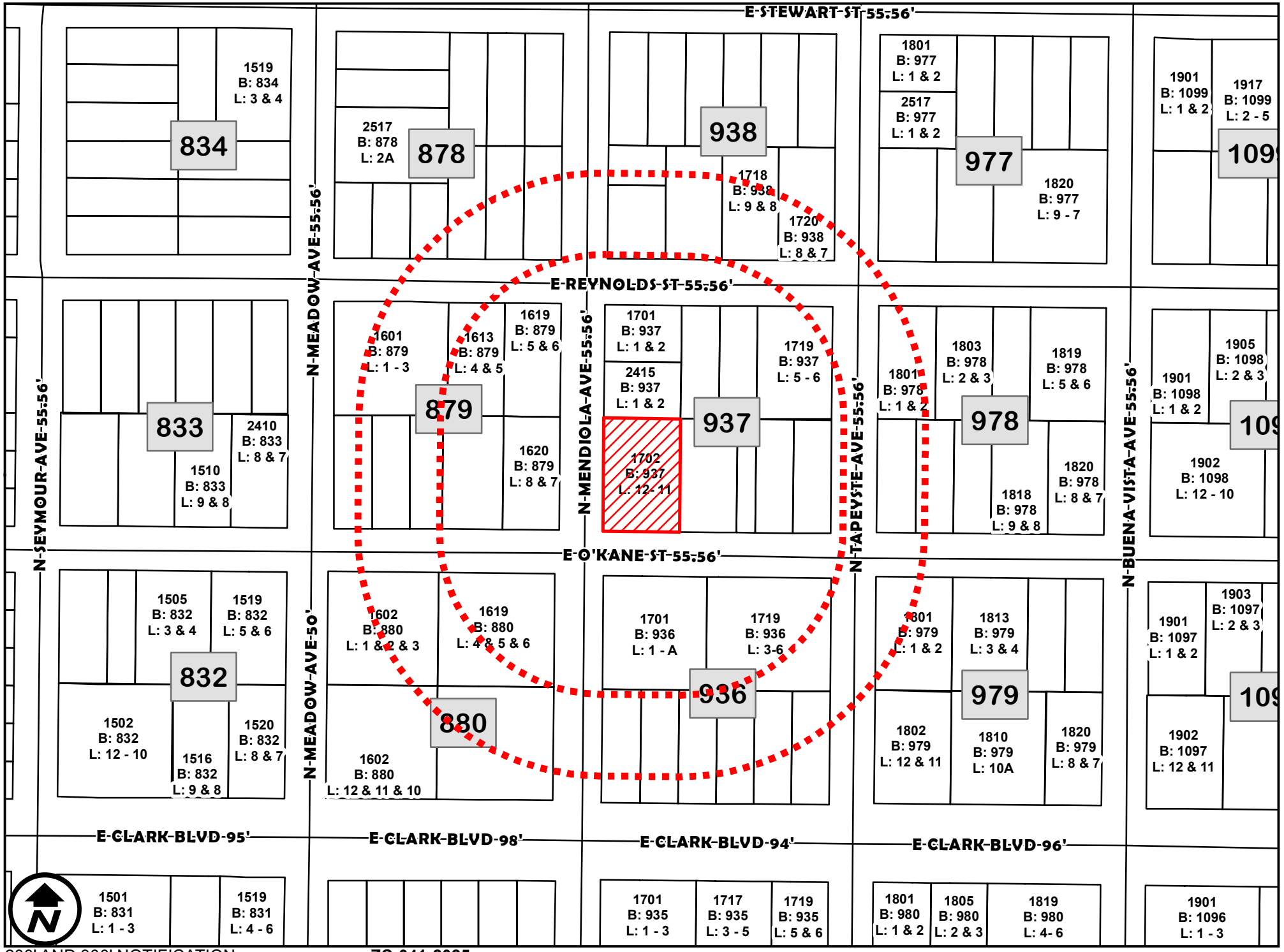


FUTURE LANDUSE

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-041-2025
COUNCIL DISTRICT 4
1702 EAST O'KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR SECOND SINGLE FAMILY RESIDENTIAL DETACHED

April 10, 2025

Ms. Laura Garza – Planner II
City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

RE: Conditional Use Permit Application for 1702 O'kane, Laredo, TX 78043

Dear Ms. Garza,

Attached please find Conditional Use Permit Application for the above referenced property. The request encompasses the desire to build a second single family residential dwelling at rear of property. See attached proposed site plan.

This additional improvement will not only flow well with the normal utilization of land in the immediate area but will conform to all City of Laredo code and building requirements. The improvement will abide by a 10 foot separation from existing house and will also conform with the 3,000 square foot land configuration requirements.

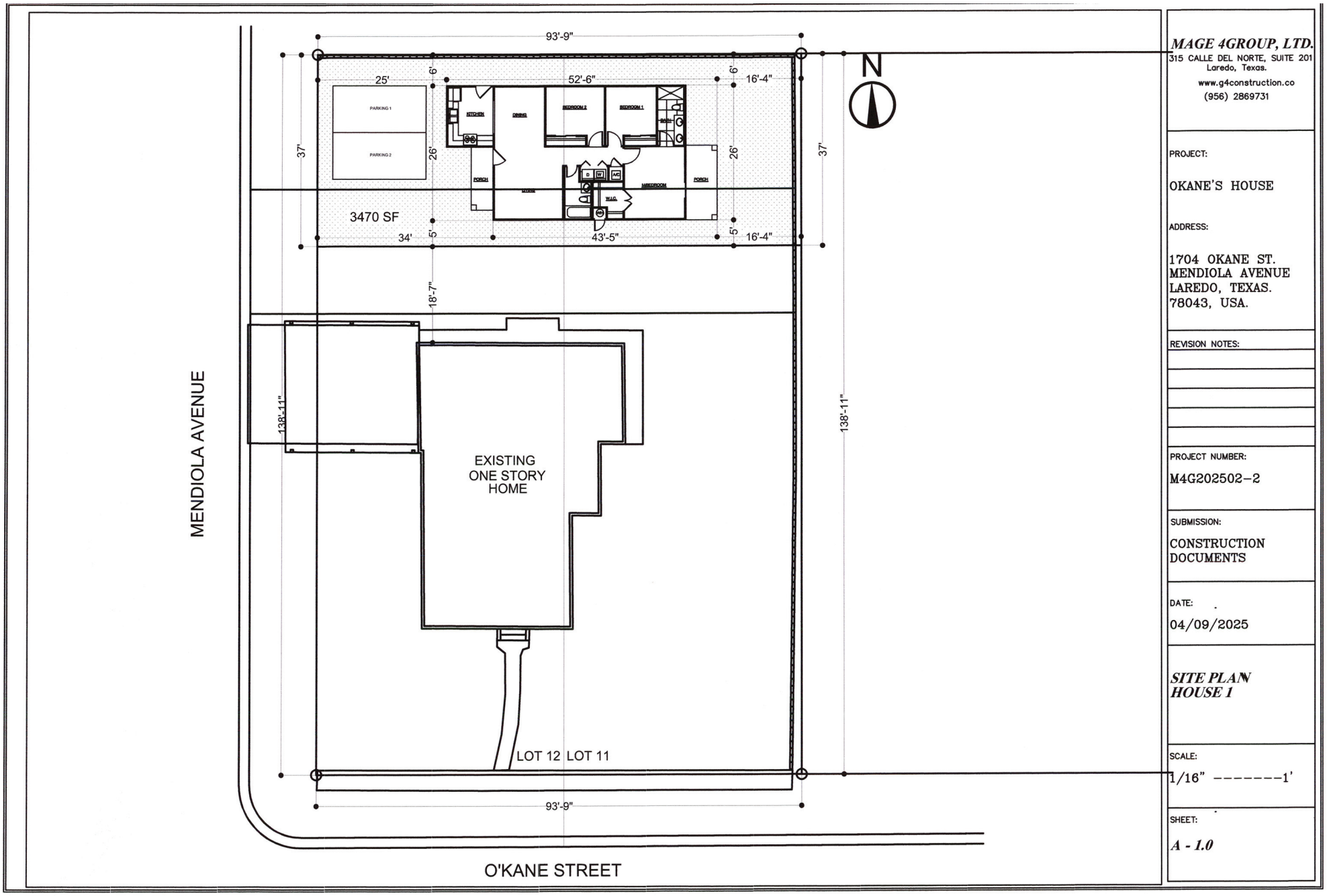
The intent is not to distort and/or affect any of the neighbors in a negative way but to enhance the area by creating a single-family dwelling for a young couple and/or small family. The attached proposed site plan has many details as it relates to the proposed development. We highly respect the neighbors and nostalgic value of the neighborhood and area and our ultimate goal is to enhance the beauty of the area, provide a dwelling that all neighbors will be proud of and create value for all.

Please let me know if you have any questions on our proposed development. I appreciate all your assistance in regard to this application.

Thank you very much!

Abraham Martinez
Project Martinez Legacy, LLC

EXHIBIT A



MAGE 4GROUP, LTD.
315 CALLE DEL NORTE, SUITE 201
Laredo, Texas.
www.g4construction.co
(956) 2869731

PROJECT:

OKANE'S HOUSE

ADDRESS:

1704 OKANE ST.
MENDIOLA AVENUE
LAREDO, TEXAS.
78043, USA.

REVISION NOTES:

PROJECT NUMBER:

M4G202502-2

SUBMISSION:

CONSTRUCTION
DOCUMENTS

DATE:

04/09/2025

SITE PLAN
HOUSE 1

SCALE:

1/16" -------1'

SHEET:

A - 1.0


ZC-041-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF CONDITIONAL USE PERMIT FOR A SECOND SINGLE FAMILY RESIDENTIAL DETACHED ON LOTS 11 AND 12, BLOCK 937, EASTERN DIVISION LOCATED AT 1702 EAST O'KANE STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a conditional use permit for a second single family residential detached on Lots 11 and 12, Block 937, Eastern Division located at 1702 East O'Kane Street; 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 15, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on June 16, 2025, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a conditional use permit for a second single family residential detached on Lots 11 and 12, Block 937, Eastern Division located at 1702 East O'Kane Street.

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

1. The Conditional Use Permit is restricted to the site plan, as per Exhibit A, which is made part hereof for all purposes.
2. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
3. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
4. The approval of the conditional use permit does not guarantee the issuance of the building permit.
5. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

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

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

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

1. Revocation

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

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:

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

5. The conditional use permit was obtained by fraud or with deception.

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

ZC-041-2025

Here is the evaluation of **Agenda Item ZC-041-2025** for the issuance of a Conditional Use Permit for a second single-family residential detached structure at 1702 East O'Kane Street, in alignment with the *Viva Laredo Comprehensive Plan*:

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1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.
☐ Moderate
☐ Weak/None

---

2. Supporting Goal(s)/Policy(ies)

Goal 4.1 – *"Promote a mix of housing types and price points in all neighborhoods to support residents' changing needs and circumstances."*
Page 281
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: Allowing a second single-family detached structure on an existing residential lot provides flexibility for multigenerational living or varied household types. It aligns directly with the goal of promoting diverse housing within neighborhoods.

Policy 4.1.2 – *"Encourage additions to existing neighborhoods that diversify housing options while preserving neighborhood character."*
Page 282
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: This agenda item directly fulfills this policy. Adding a second detached unit on two combined lots preserves the single-family residential character while increasing housing options and accommodating more families.

---

3. Summary of Alignment

The proposed conditional use permit to allow a second single-family residential detached unit demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*. It fulfills **Goal 4.1**

and **Policy 4.1.2**, both of which promote housing diversity while maintaining existing neighborhood identity. The plan explicitly supports infill housing and the ability for families to expand within their communities without disruption.

The proposal also intersects with broader planning themes such as **housing equity**, **neighborhood stability**, and **intergenerational living**. Staff correctly cite that the proposal meets the plan's intent to diversify housing options without altering the low-density fabric of the area.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. This agenda item directly supports identified goals and policies and thus earns a **Strong** alignment classification.

Let me know if you'd like this formatted for council briefings or included in a broader planning alignment report.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 7.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2 and 3, Block 7, San Isidro Northeast, Las Palmas Subdivision, Phase 2, located at 11110 and 11082 Cavatina Drive, from R-1 (Single Family Residential District) to R-2 (Multi -Family Residential District)).

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

ZC-043-2025
District VI

Council District: District 6 **Zone Case:** ZC-043-2024

Letters sent to property owners: 63

In Favor (within 200 radius): 0
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 1

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

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

City Council-Regular Meeting

Date: 6/16/2025

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: JHN Ranches LLC, Owner; Hector Angulo, Applicant; Peua Consulting, LLC., Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2 and 3, Block 7, San Isidro Northeast, Las Palmas Subdivision, Phase 2, located at 11110 and 11082 Cavatina Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District)).

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

ZC-043-2025
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI - Cm. Dr. Tyler King

Proposed use: The proposed use is Multifamily (Townhomes).

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is vacant land (proposed townhomes) and Juan Escutia Boulevard. To the east of the site is Cavatina Drive and single family reduced area residential uses. To the south of the site is vacant land (proposed single family residential uses), Canaria Drive, Las Palmas Drive, and Simon Bolivar Boulevard. To the west of the site is San Isidro Elementary School and Bucky Houdmann Boulevard.

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

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Cavatina Drive as a local street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 63
Inside 200' Radius: **In Favor:** 0 **Opposed:** 1
Outside 200' Radius: **In Favor:** 0 **Opposed:** 1

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **6** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential, which does not include R-2 zoning districts.
2. The site is located towards the back of an established neighborhood and is anticipated to have a negative impact with the creation of additional density, which will significantly impact the established neighborhood's traffic volume.
3. The applicant has stated the proposed use as multi-family (Townhomes). However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.
4. High density residential uses are not encouraged along local streets. Cavatina Drive is identified as a local street on the Thoroughfare Plan.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **does not support** the application.

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

Is this change contrary to the established land use pattern?
The area is predominately single family residential uses.

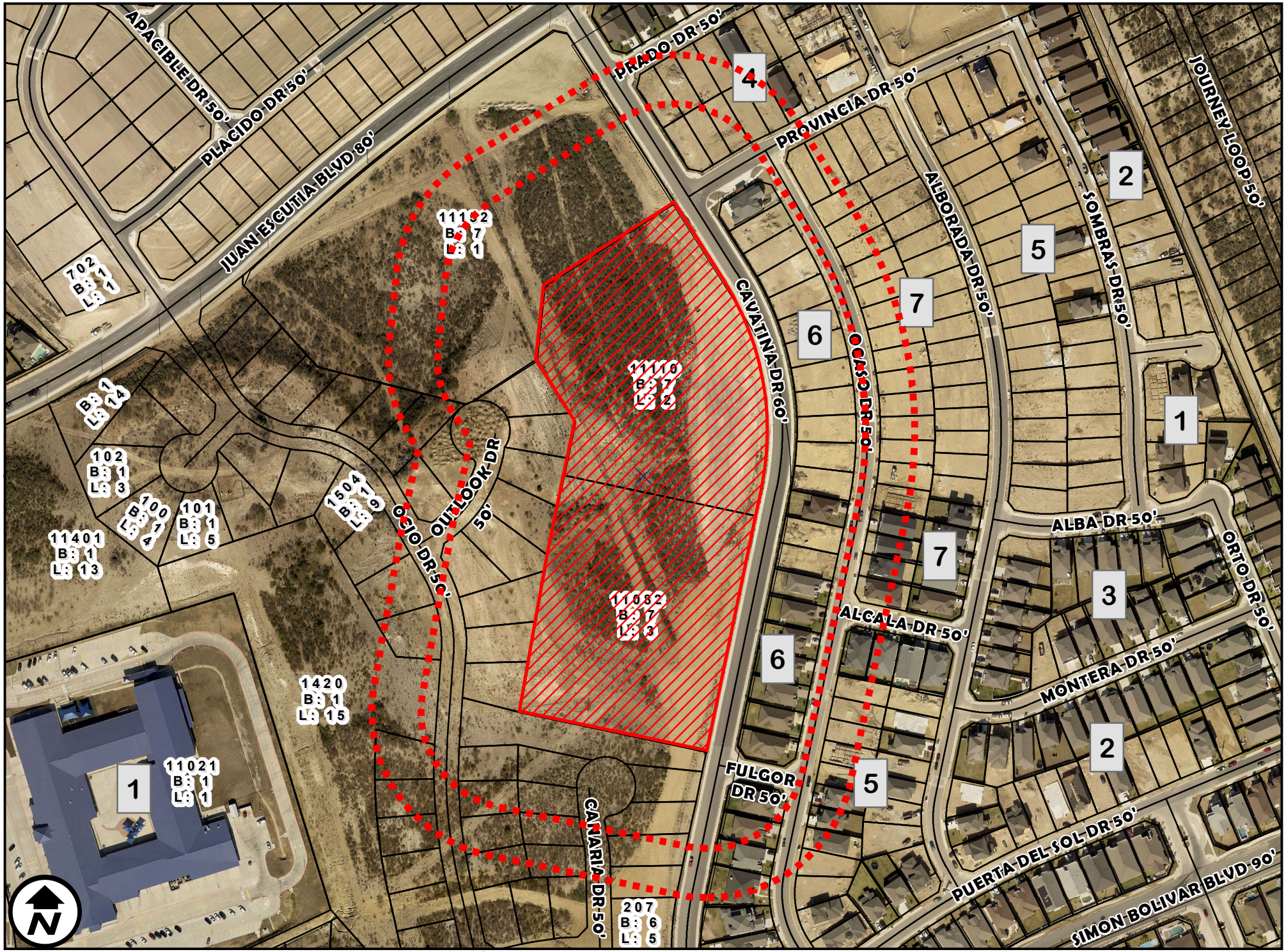
Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is R-2 abutting to the north of the proposed site.

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 R-1 does not allow for multi-family uses intended by the applicant.

Attachments

Maps
Zone Change Signage
Draft Ordinance

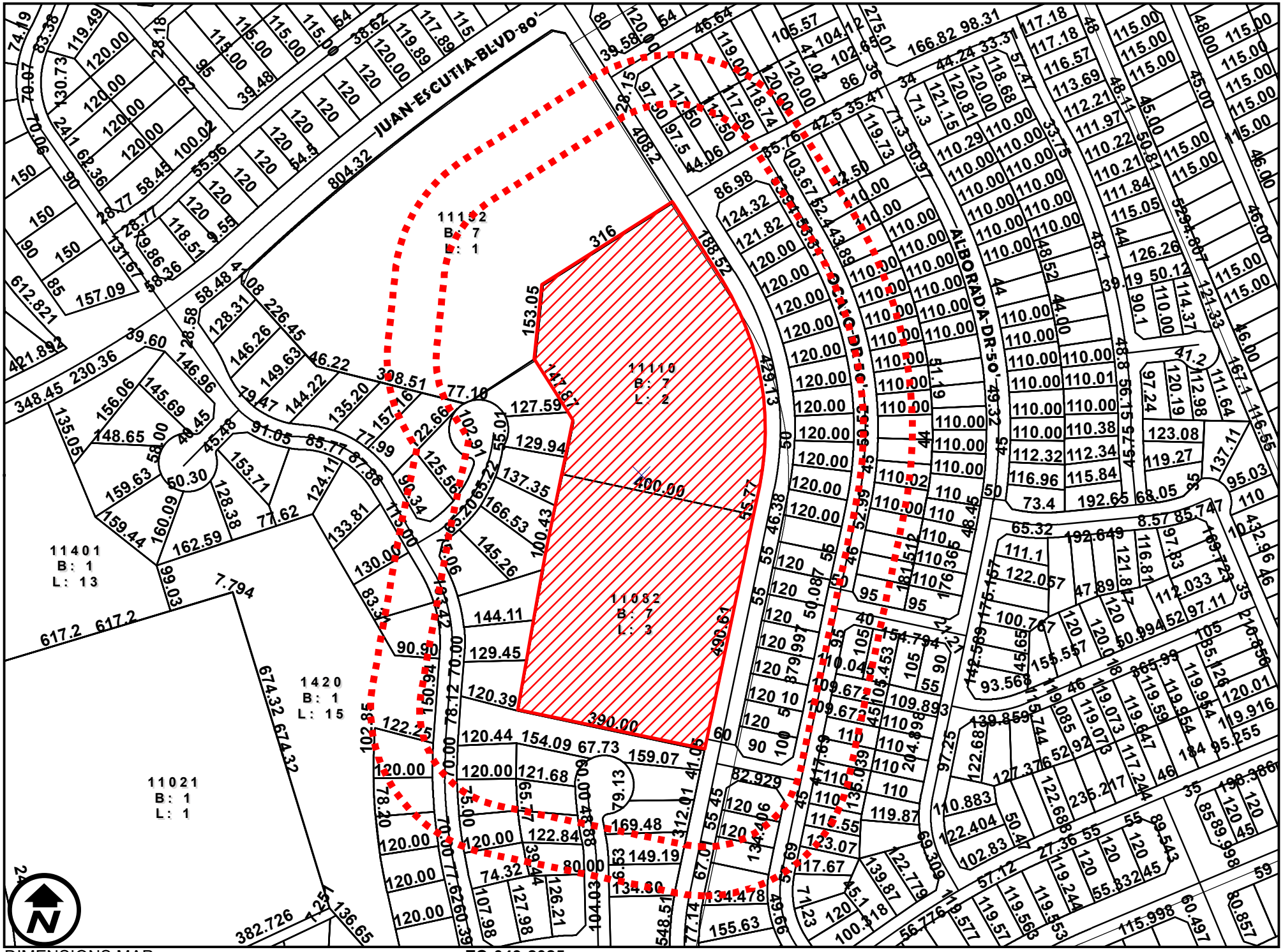


AERIAL MAP

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

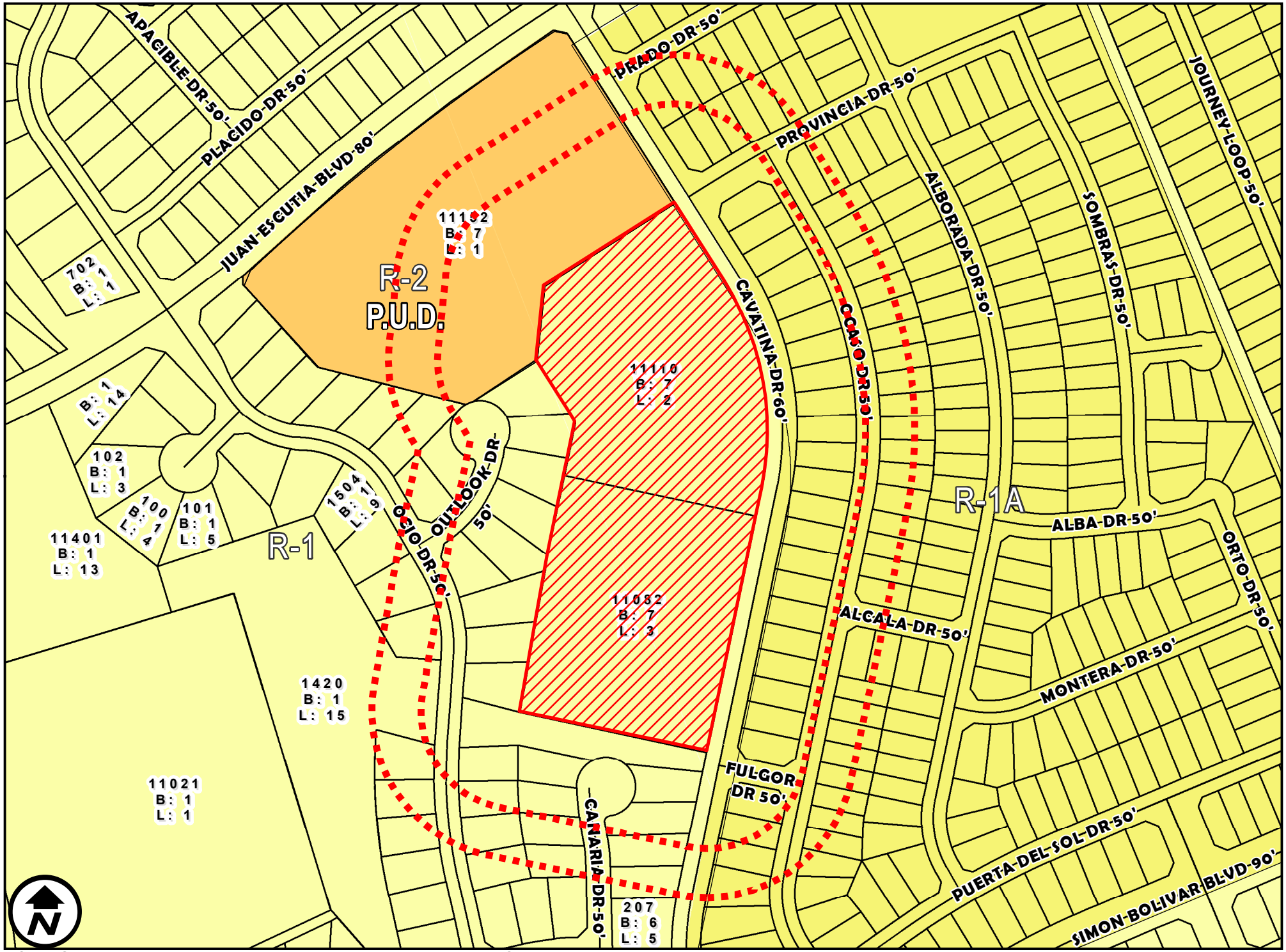


DIMENSIONS MAP

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

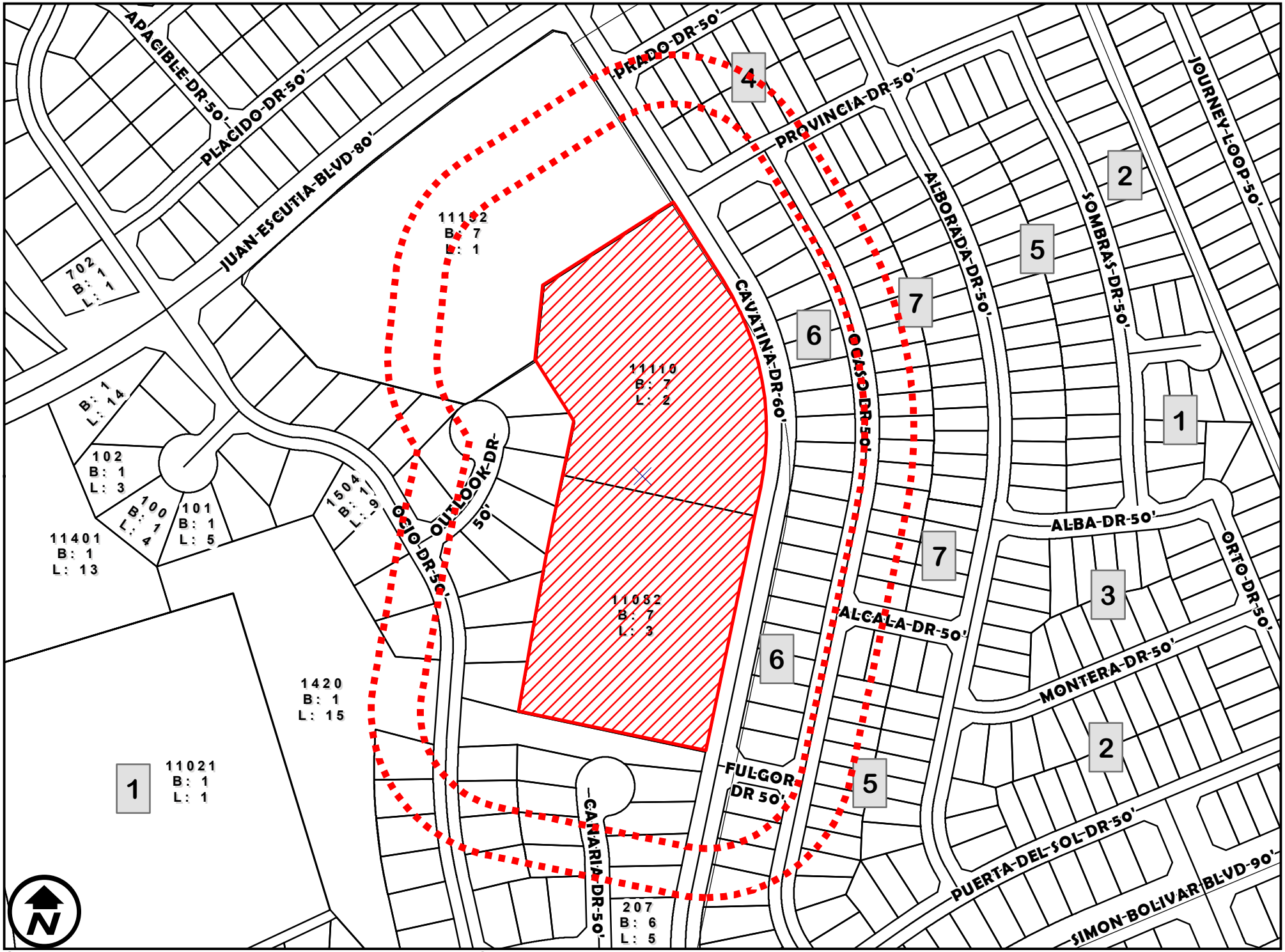


ZONING MAP

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

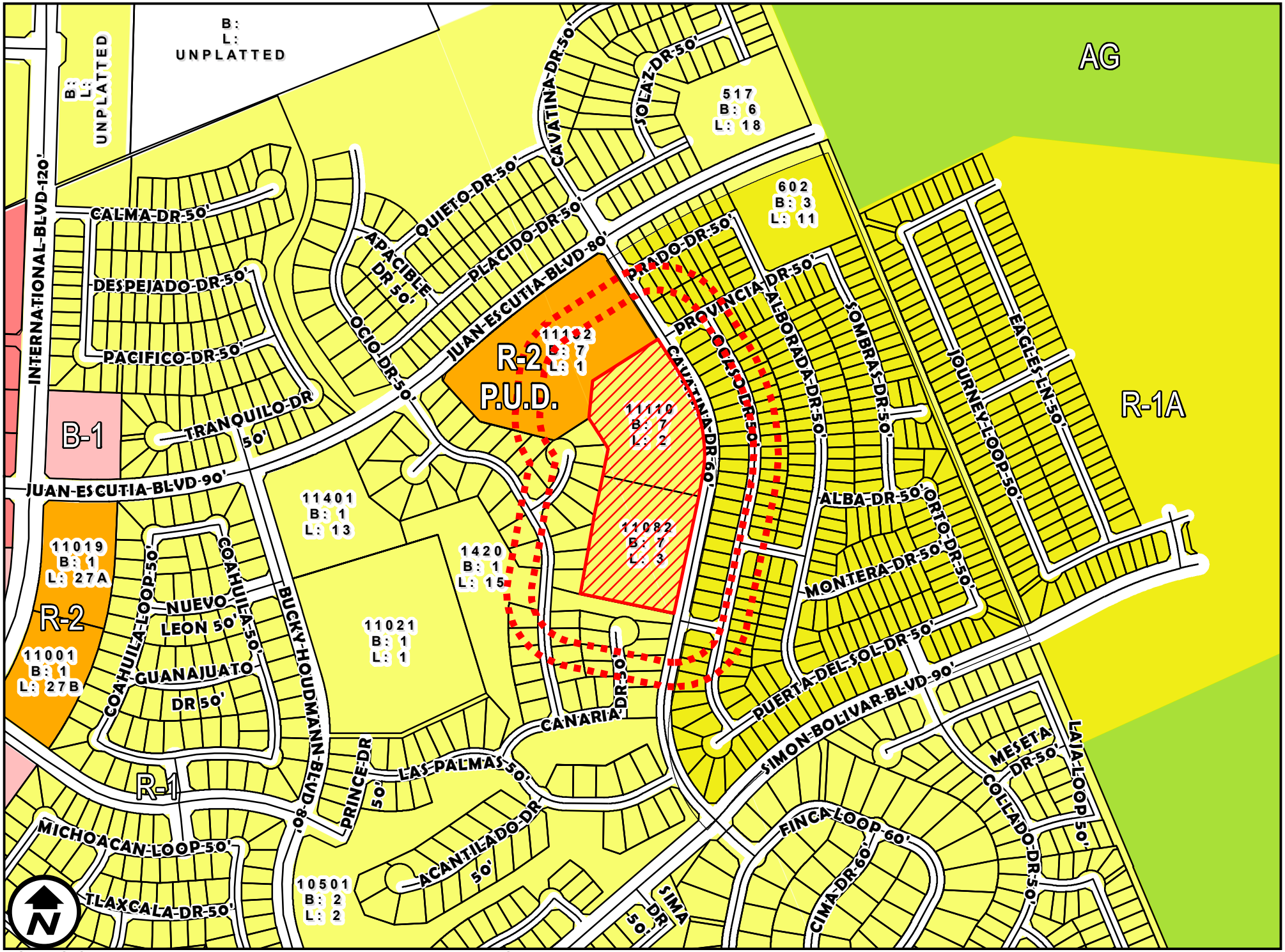


SURVEY MAP

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

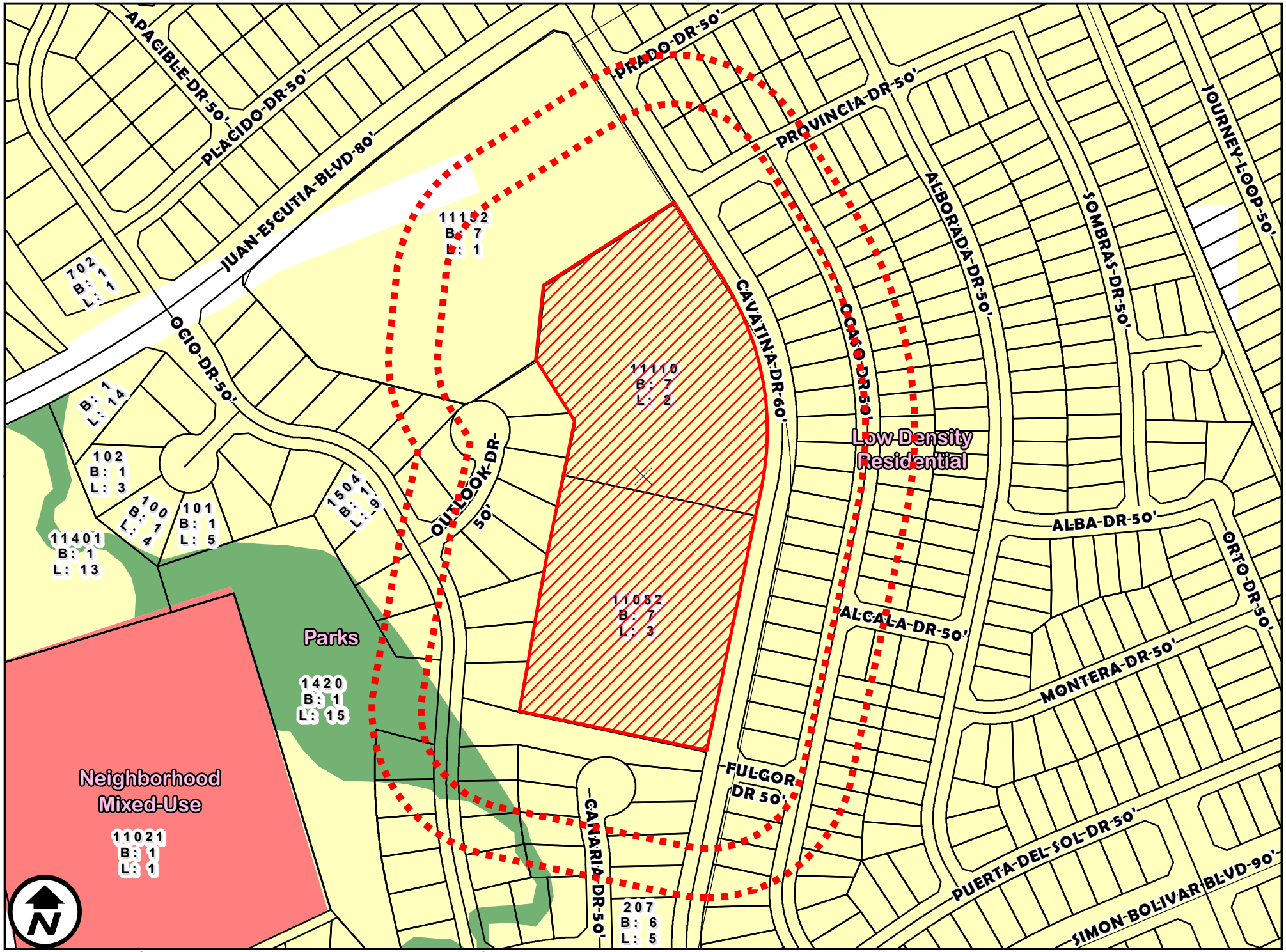


ZONING OVERVIEW

1 inch = 500 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

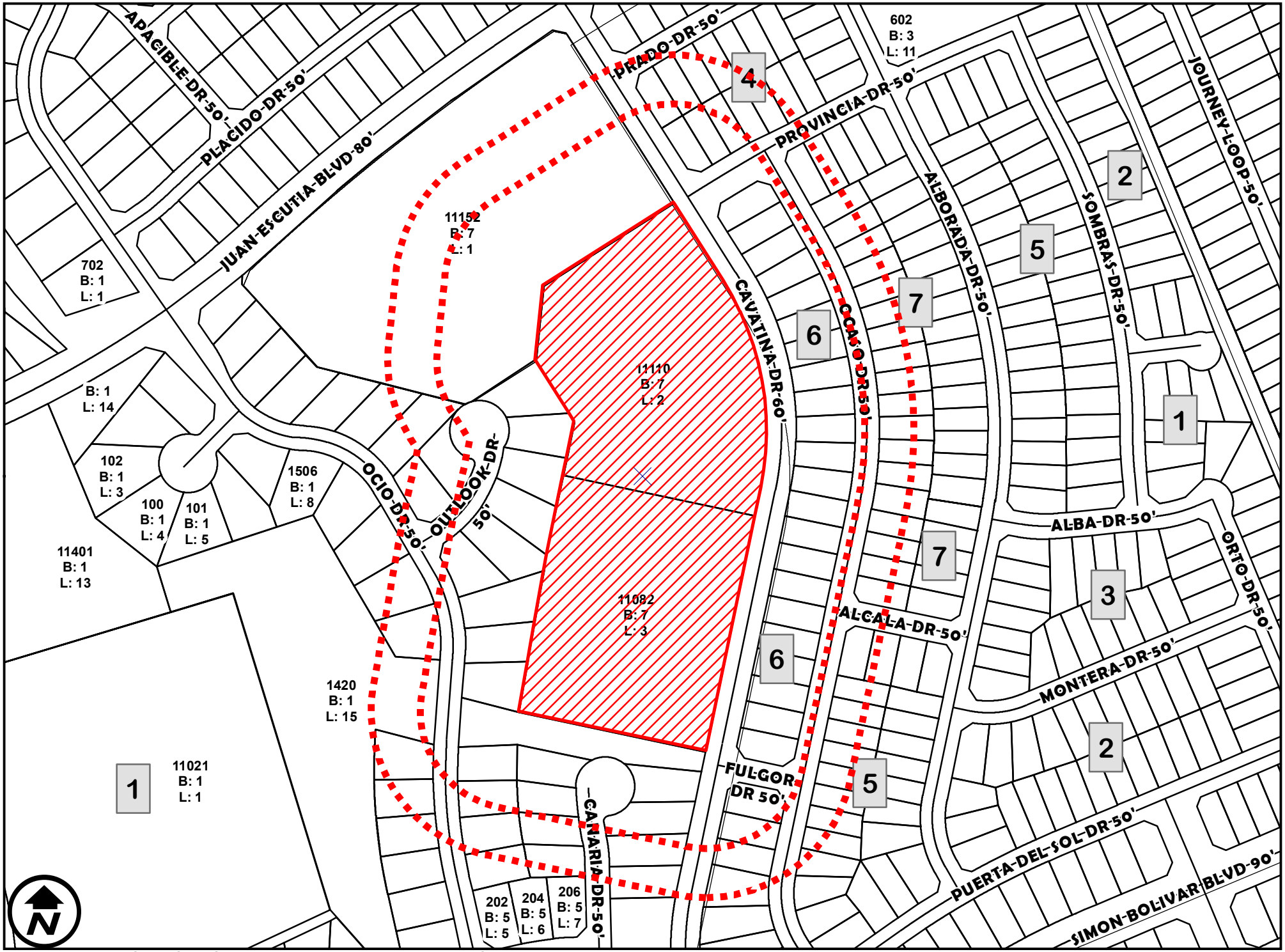


FUTURE LANDUSE

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-043-2025
COUNCIL DISTRICT 6
11110 AND 11082 CAVATINA DRIVE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)


ZC-044-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
(PUD)
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
ZC-043-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 2 AND 3, BLOCK 7, SAN ISIDRO NORTHEAST, LAS PALMAS SUBDIVISION, PHASE 2, LOCATED AT 11110 AND 11082 CAVATINA DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 2 and 3, Block 7, San Isidro Northeast, Las Palmas Subdivision, Phase 2, located at 11110 and 11082 Cavatina Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 15, 2025; 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 16, 2025 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 Lots 2 and 3, Block 7, San Isidro Northeast, Las Palmas Subdivision, Phase 2, located at 11110 and 11082 Cavatina Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

ZC-043-2025

Here is the evaluation of **Agenda Item ZC-043-2025** regarding the proposed zone change from R-1 to R-2 at 11110 and 11082 Cavatina Drive for alignment with the *Viva Laredo Comprehensive Plan*:

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1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

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2. Supporting Goal(s)/Policy(ies)

Policy 4.1.2 – *"Encourage additions to existing neighborhoods that diversify housing options while preserving neighborhood character."*
Page 282
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: While the proposed townhome development could theoretically diversify housing options, the proposed rezoning is inconsistent with the area's current designation as Low Density Residential and introduces higher density in a location not equipped to support it, particularly along a local street (Cavatina Drive). This undermines the requirement to preserve neighborhood character.

Goal 1.3 – *"Ensure the Future Land Use Map and zoning ordinance are aligned and consistently applied."*
Page 60
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The Future Land Use Map designates the area as Low Density Residential. Rezoning to R-2 for multi-family use directly conflicts with this designation, violating the plan's directive to maintain consistency between zoning actions and the adopted land use plan.

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3. Summary of Alignment

The proposed rezoning from R-1 to R-2 does **not align** with the *Viva Laredo Comprehensive Plan*. While the Plan supports housing diversity, such efforts must be made in a way that respects established land use designations and neighborhood character. The Comprehensive Plan designates this area as **Low Density Residential**, and the proposed R-2 zoning exceeds that scope.

The proposal also introduces a higher density residential use along a **local street**, which contradicts general planning best practices and **Goal 1.3**, which emphasizes the importance of keeping the zoning ordinance aligned with the Future Land Use Map. The staff's concerns regarding potential traffic impacts and neighborhood disruption further support a determination of **Weak/None** alignment.

There is no policy in the Plan that supports rezoning Low Density Residential areas for higher-density uses in locations such as the rear of existing neighborhoods, particularly when local street access and infrastructure adequacy are in question.

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4. Additional Requirements

All goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Based on the content of the Plan and the proposed action, this rezoning is determined to have **Weak/None** alignment with the Comprehensive Plan due to its conflict with the Future Land Use Map and its failure to uphold policy commitments to preserving neighborhood character and ensuring zoning consistency.

Let me know if you'd like this turned into a presentation slide or included in a summary memo for council review.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 8.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 2, Block 54, Calton Gardens Subdivision No. 2, located at 5409 Springfield Avenue.

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

ZC-052-2025
District IV

Council District: District 4 **Zone Case:** ZC-052-2025

Letters sent to property owners: 46

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the conditional use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application

City Council-Regular Meeting

Date: 06/16/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Smartcom Telephone, LLC, Owner/Applicant; Alan Yoder, Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 2, Block 54, Calton Gardens Subdivision No. 2, located at 5409 Springfield Avenue.

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

ZC-052-2025
District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV - Cm. Ricardo Garza

Proposed use: The proposed use is a Phone Exchange/Switching Station.
- Description: A phone exchange / switching station is a facility in a telecommunications network that connects telephone calls by routing them from one phone line to another.

Minimum Zoning District Required for Proposed Use: B-4 (Highway Commercial District) zoning district.

Current Zoning District: The site is currently zoned as a B-3 (Community Business District) zoning district.

Site: The site is occupied by a vacant commercial building.

Surrounding land uses: To the north of the site is Roofing Aftermath Solutions Inc, Shining Stars Learning Academy, Graphitiks Advertising Design, Del Rio Law Firm, SeniorMed Primary Care Center, Ariva Mortgage, and Hillside Road. To the east of the site is Zacate Creek and single family residential uses. To the south of the site is Dr. S.A. Rafati, Diagnostic Clinic, Sunport M.R.I., Castaneda Court, single family uses, multifamily uses (apartments). To the west of the site is Springfield Avenue and a commercial plaza, which includes the following business, David Garcia Attorney at Law, P.C., Didak Inc., El Sombrero azul, Viejos Tiempos Barber Shop, Knickerbocker Law, Heavenly Hair, and Por Vida Tattoos.

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 Springfield Avenue as a minor arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 46
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **5** to **0** vote recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property, which is consistent with the land use patterns of surrounding property. The property is zoned a B-3 (Community Business District) zoning district.

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

1. The proposed use is not anticipated to have a negative impact since the phone switching station does not generate noise or vibrations.
2. In addition, the proposed use is not anticipated to have excessive traffic or large vehicles transiting the areas since it will be an unmanned equipment building as per the description in the narrative.

Additional Comments:

1. Should the owner plan to sell the single family residential detached uses, the owner shall subdivide the properties and shall be responsible to apply for the appropriate zoning requirements.

General Comments:

1. The approval of the conditional use permit does not guarantee the issuance of the building permit.
2. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions

1. The Conditional Use Permit is restricted to Exhibit A, which is made part hereof for all purposes.

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

3. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.

4. 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.

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

6. Signage shall be consistent with the City's Sign Ordinance.

7. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.

8. 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.

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

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

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

12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: 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.

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

14. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.

15. No commercial vehicle that exceeds one (1) ton in manufacturer's gross vehicle weight rating (GVWR) or that has more than two (2) axels, nor any commercial or utility trailer, shall be parked or stored in any manner on the property.

16. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No. The area is predominately single family residential uses.

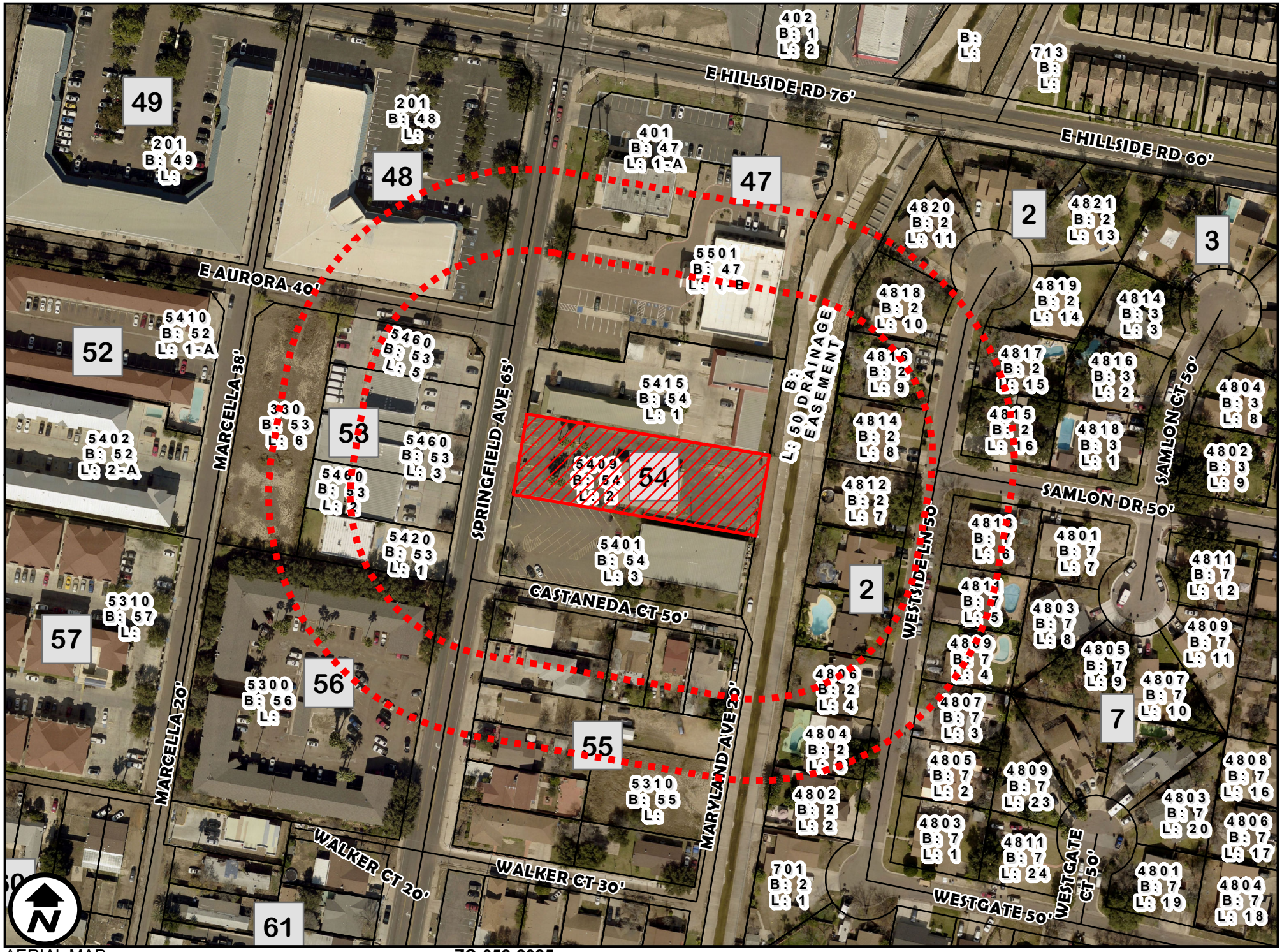
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
It is not anticipated to have a negative impact on the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for a second single family residential detached as intended by the applicant.

Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Draft Ordinance

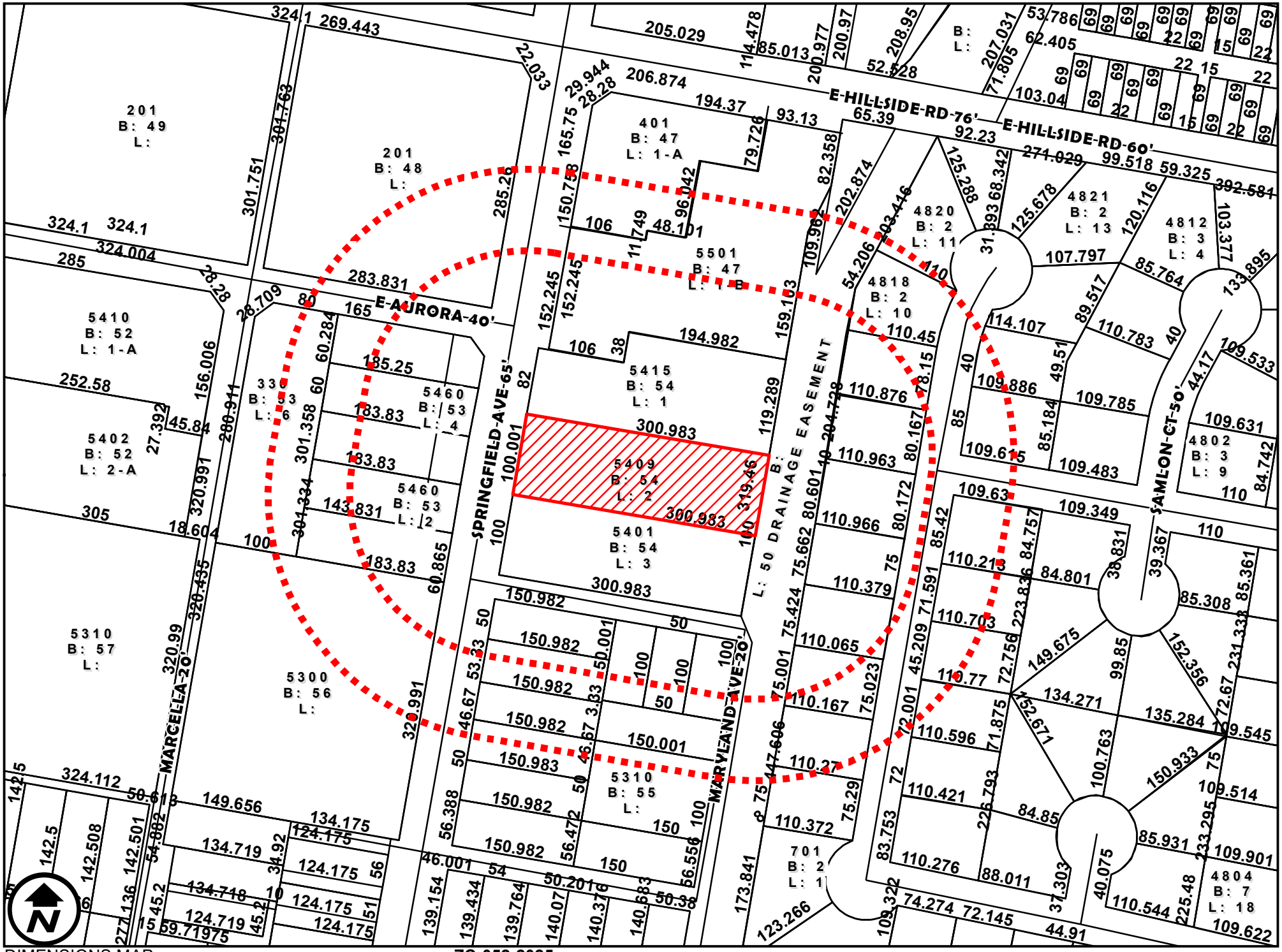


AERIAL MAP

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

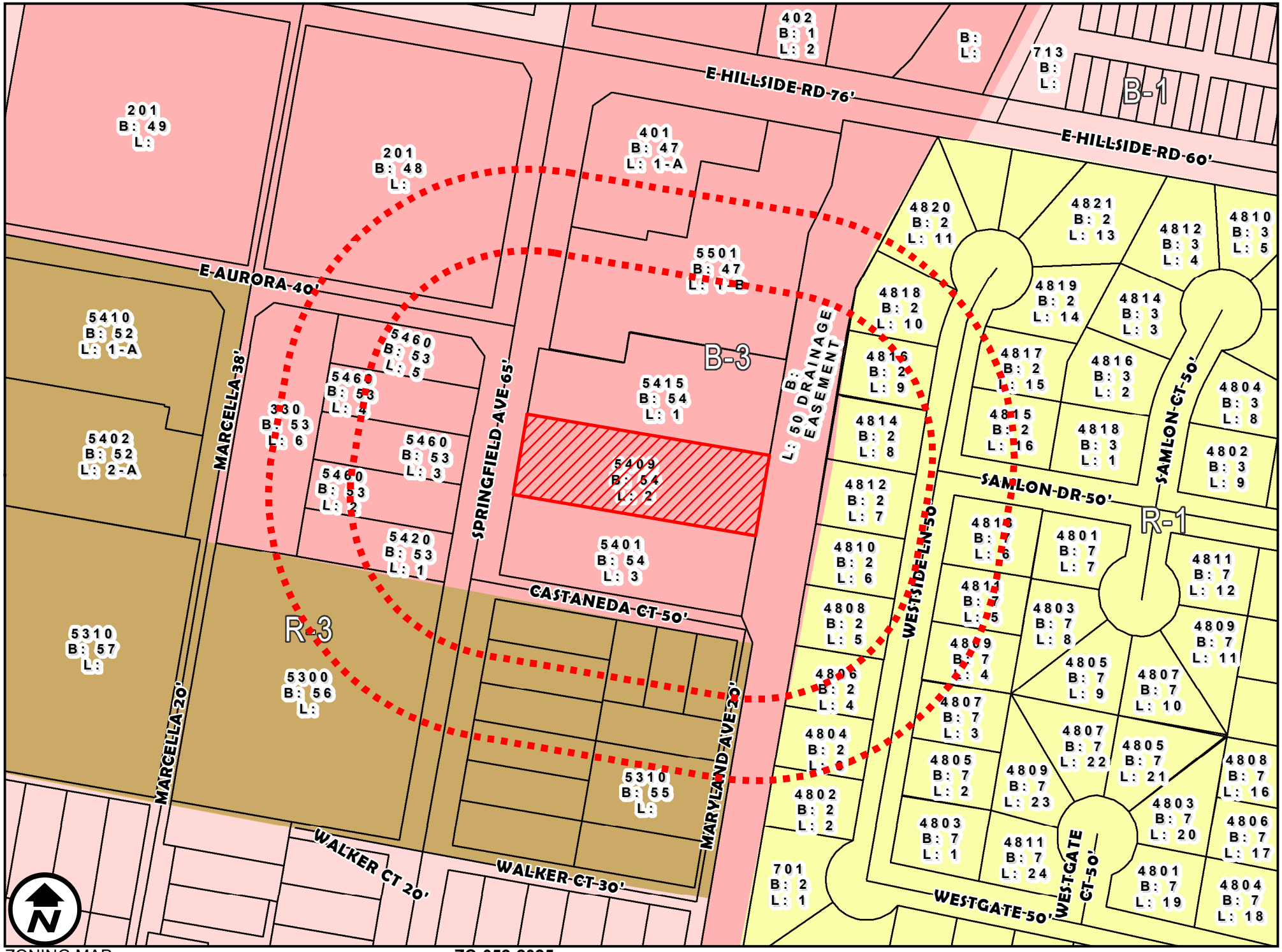


DIMENSIONS MAP

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

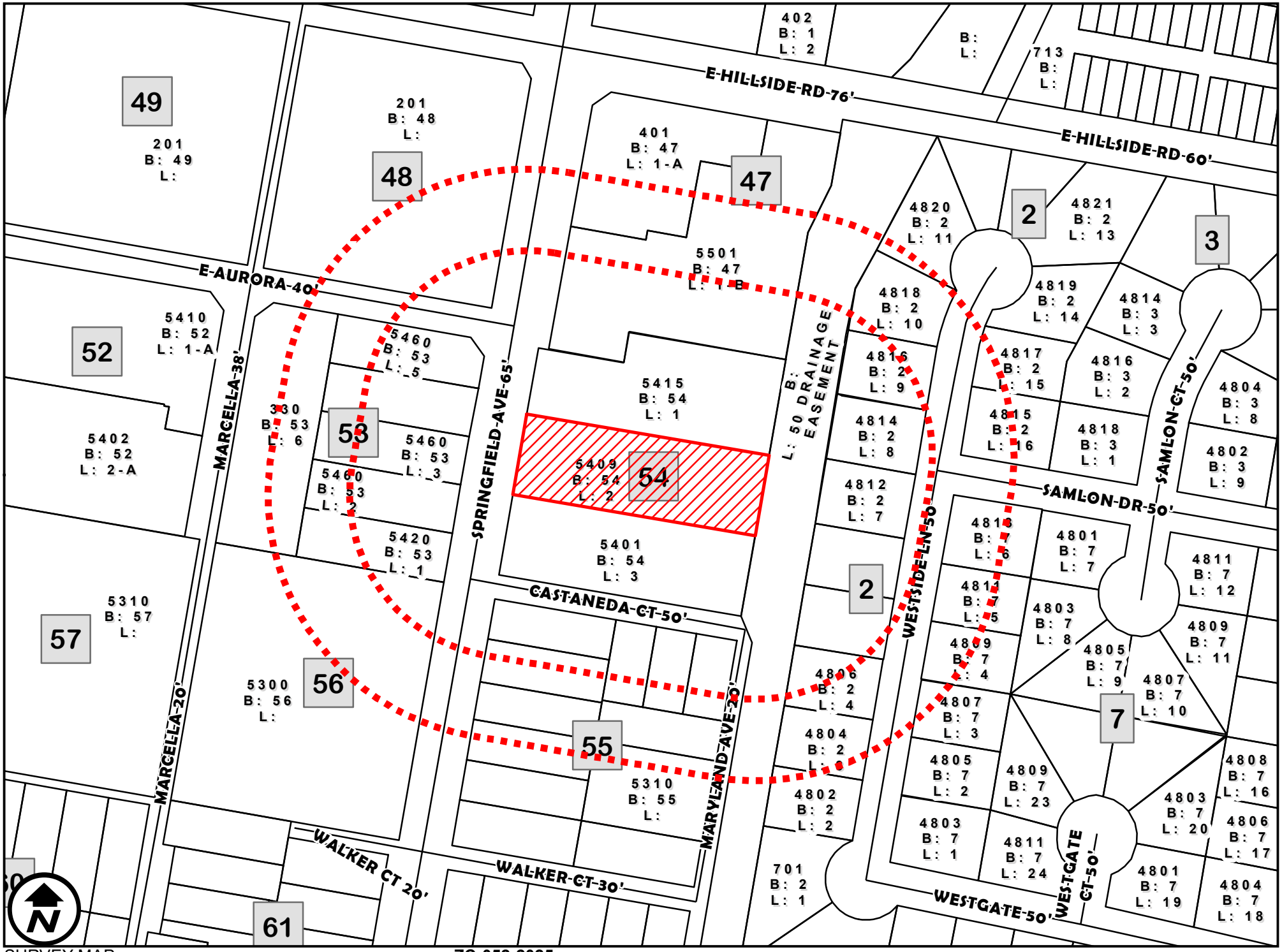


ZONING MAP

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

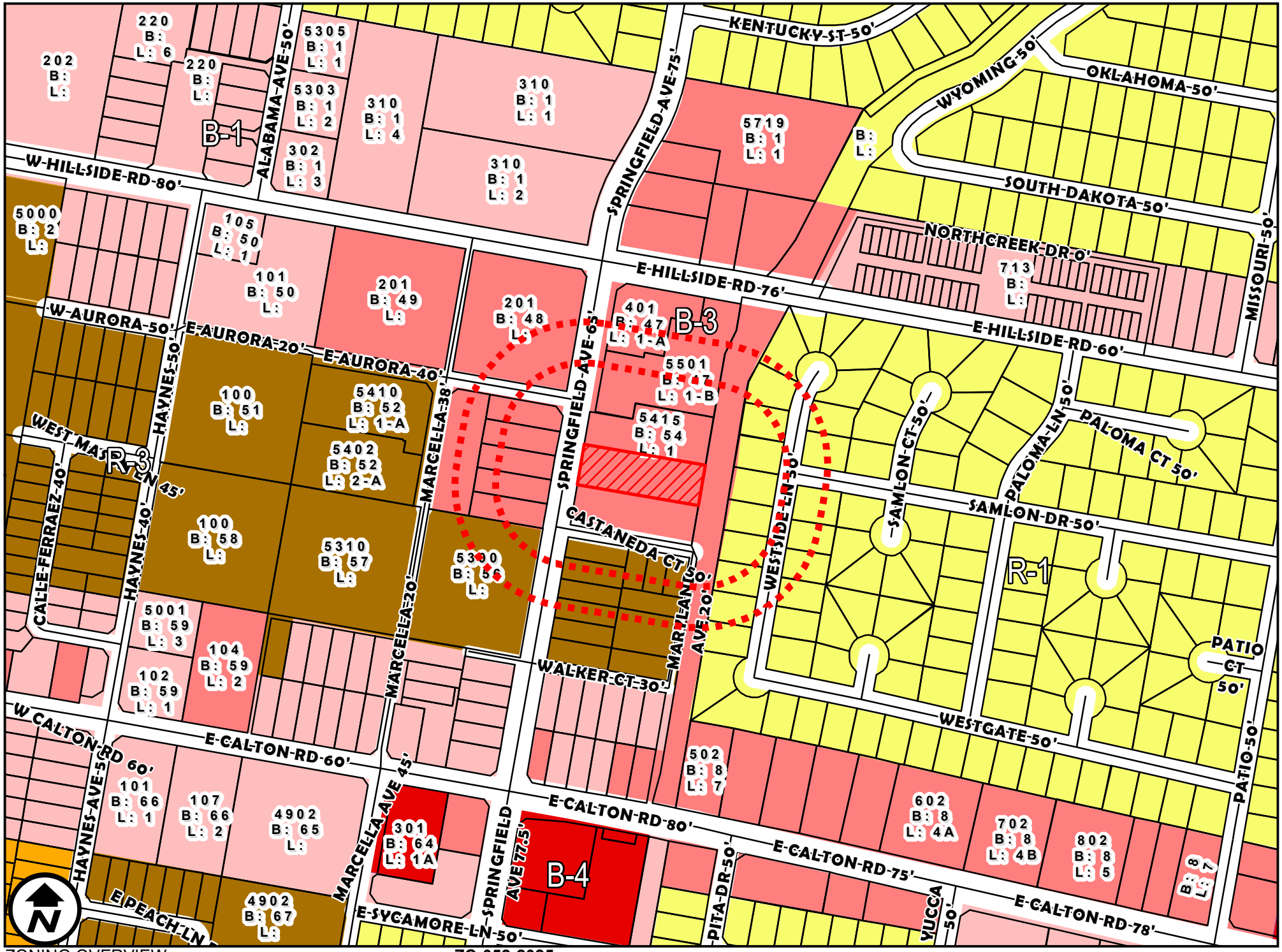


SURVEY MAP

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

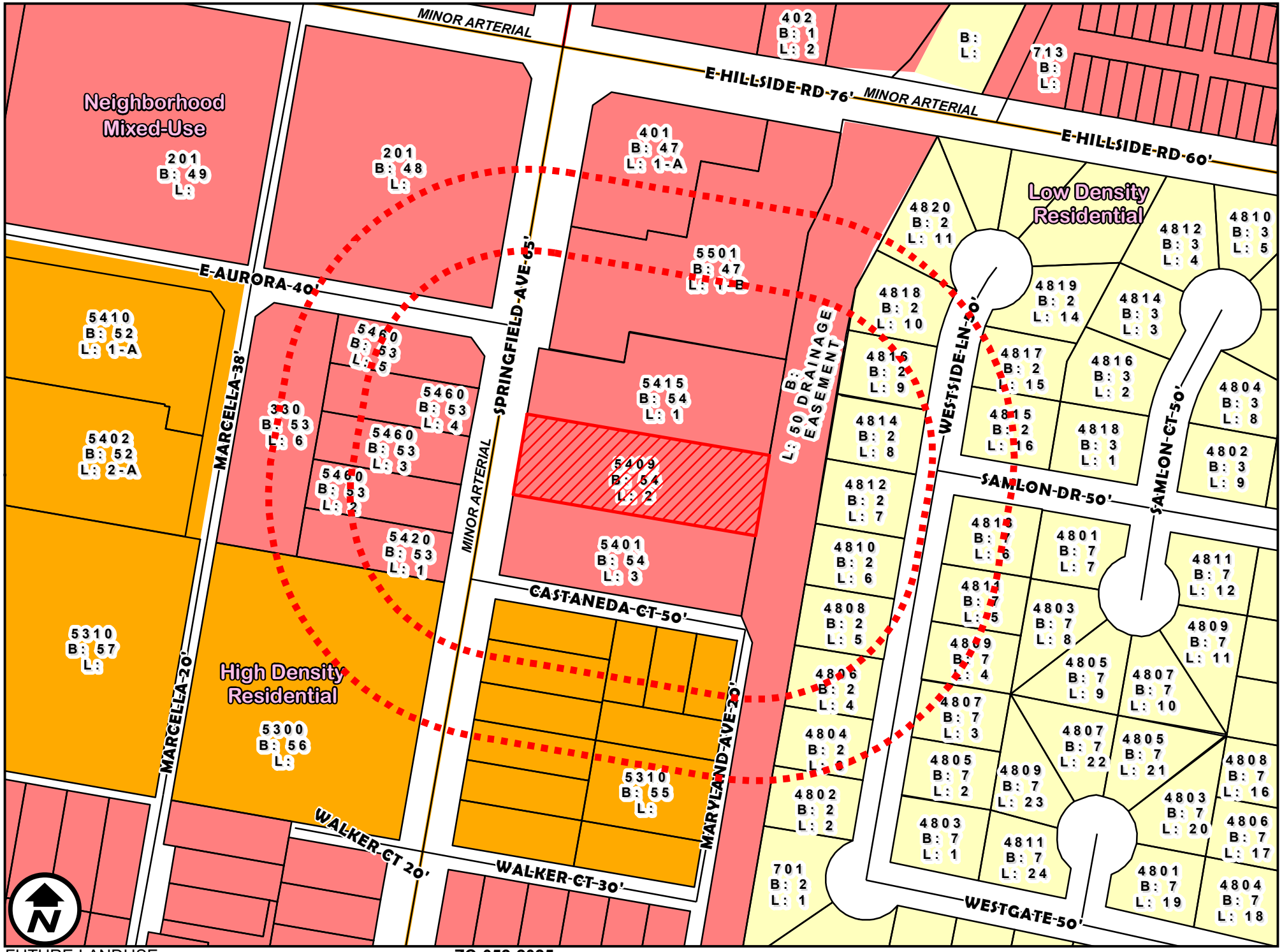


ZONING OVERVIEW

1 inch = 300 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

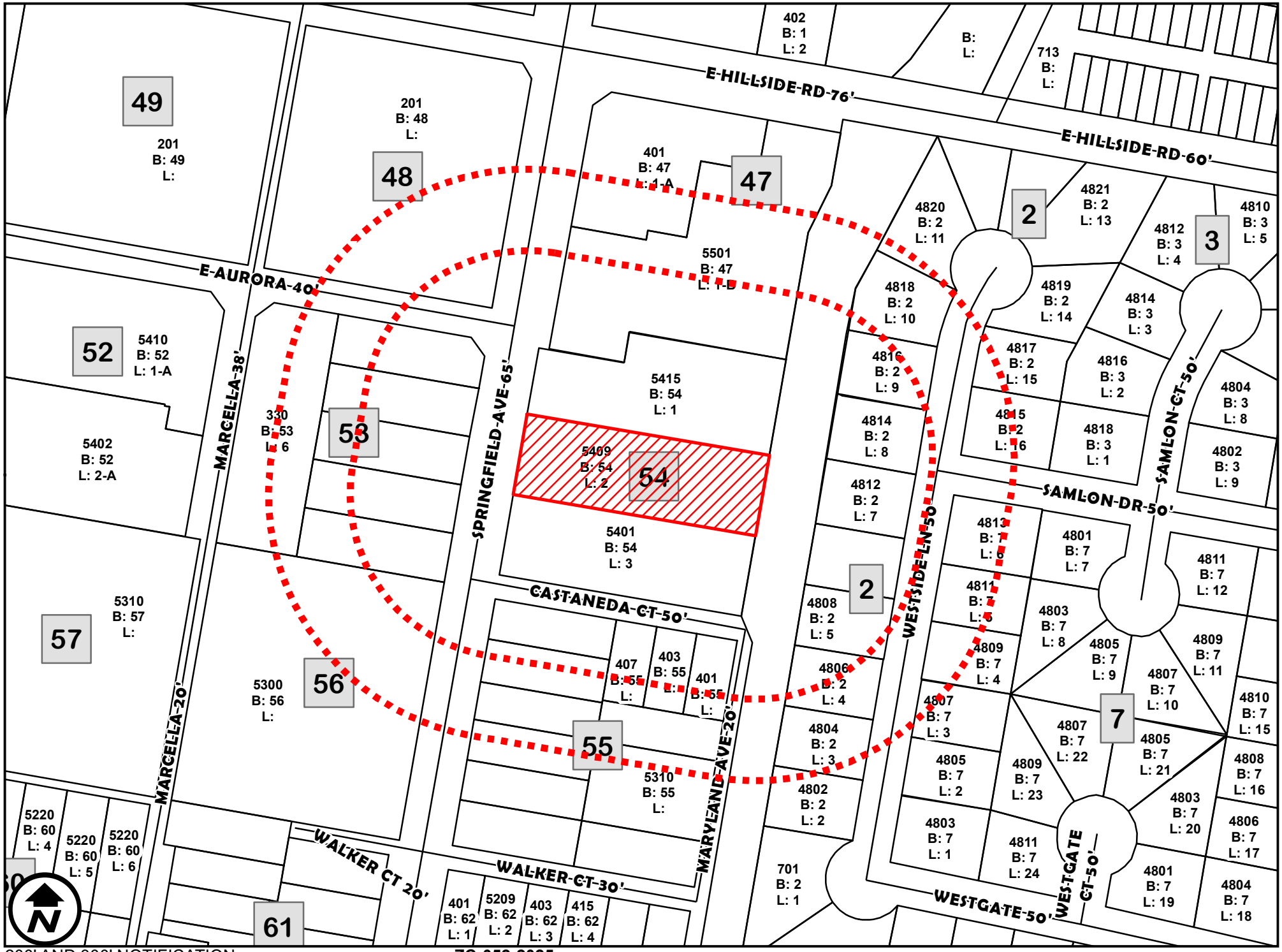


FUTURE LANDUSE

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-052-2025
COUNCIL DISTRICT 4
5409 SPRINGFIELD AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

SmartCom Telephone The SMART choice in Telephone & Data Services

May 18, 2025

Vanessa Guerra
City of Laredo
1413 Houston Street
Laredo, TX

Re: 5409 Springfield Laredo, TX

Smartcom Telephone, LLC would like to submit this Conditional Use Permit Application for the Life of the Use for 5409 Springfield to operate a Phone Exchange / Switching Station in the current B-3 zone that the building is situated upon.

Smartcom Telephone, LLC is a Public Utility and Competitive Local Exchange Carrier certificated by the Texas Public Utility Commission to operate as a telephone company. Additionally, Smartcom provides High Speed Fiber Optic Internet to Governments, Businesses and Residential customers throughout South Texas and Laredo.

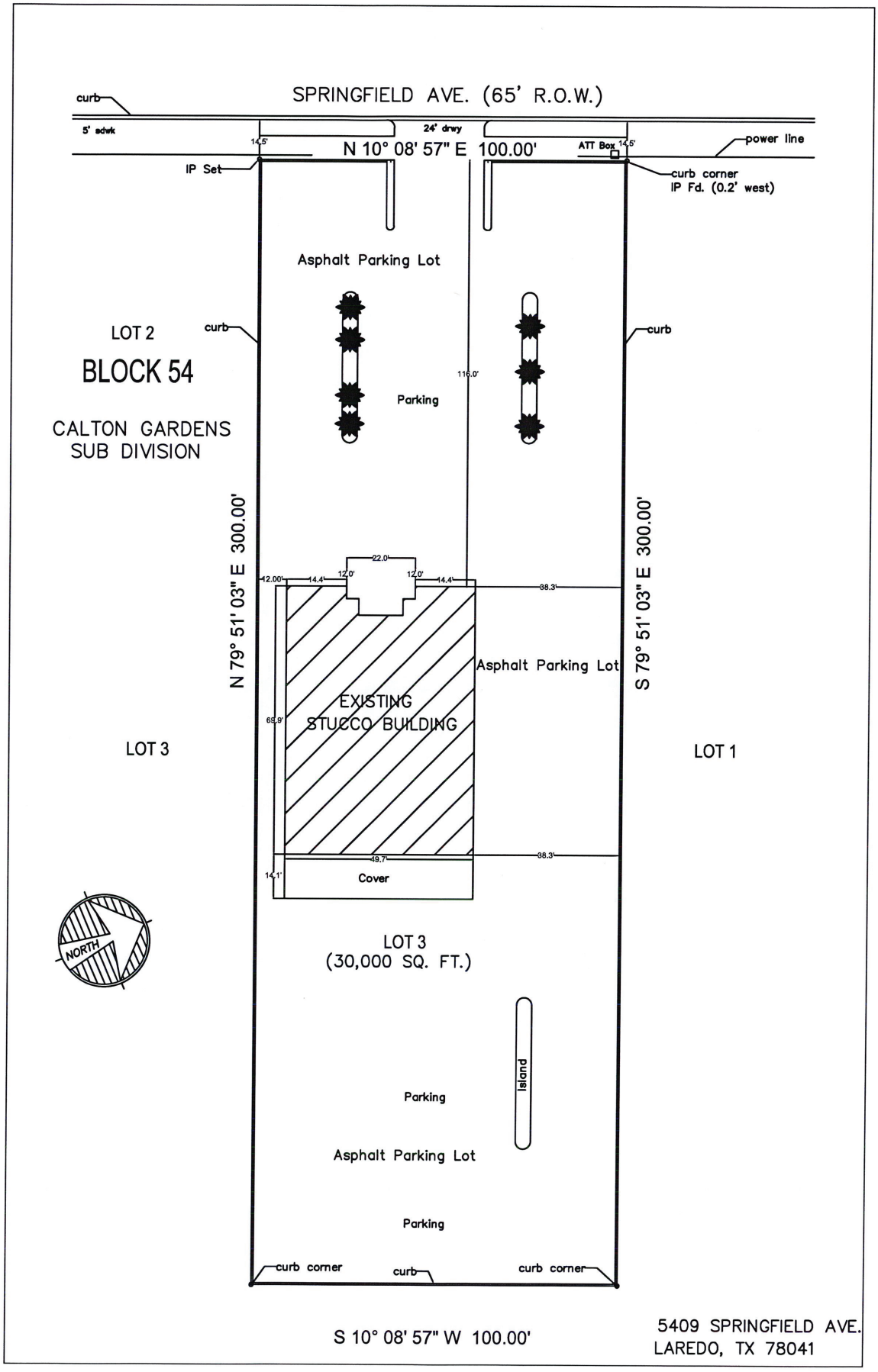
Smartcom has operated a Fiber Optic Network for Telecommunications in the City of Laredo since January of 2010 and continues to provide service to the City of Laredo Public Library, City of Laredo Fire Department, City of Laredo Police Department, and City of Laredo Ports of Entry today.

The proposed site would house our electronic communication equipment that supports our customers in the City of Laredo. This would be an unmanned equipment building with no excessive traffic or large vehicles transiting the area. Periodically our staff would arrive at the facility to repair and/or replace faulty equipment and maintain the battery backup and generator required for uninterrupted power to our facilities.

The proposed use is in line with other similar situated properties within the City of Laredo. Currently AT&T operates a Phone Exchange / Switching Station located at 902 San Eduardo Avenue which is a B-1 zone, VTX Communications operates a Phone Exchange / Switching Station at 520 Matamoros which is a B-1 zone, Lumen operates a Phone Exchange / Switching Station at 520 Farragut St which is a B-1 zone.

Thank You for your consideration of this request, if you have any additional questions please contact Alan Yoder at 956-778-3040.

SMARTCOM TELEPHONE, LLC
P.O. DRAWER 3097 • MCALLEN, TX • 78502-3097
PHONE: 956-687-7070 • TOLL FREE: 888-302-1125 • FAX: 956-213-1247
WWW.SCTEL.CO


SPRINGFIELD AVE. (65' R.O.W.)
curb
5' sdwk
24' drwy
14.5'
N 10° 08' 57" E 100.00'
ATT Box
14.5'
power line
IP Set
curb corner
IP Fd. (0.2' west)
Asphalt Parking Lot
LOT 2
BLOCK 54
CALTON GARDENS
SUB DIVISION
curb
curb
Parking
116.0'
N 79° 51' 03" E 300.00'
S 79° 51' 03" E 300.00'
22.0'
12.00'
14.4'
12.0'
12.0'
14.4'
38.3'
Asphalt Parking Lot
EXISTING
STUCCO BUILDING
69.9'
LOT 3
LOT 1
38.3'
49.7'
14.1'
Cover
NORTH
LOT 3
(30,000 SQ. FT.)
Island
Parking
Asphalt Parking Lot
Parking
curb corner
curb
curb corner
S 10° 08' 57" W 100.00'
5409 SPRINGFIELD AVE.
LAREDO, TX 78041


ZC-052-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF CONDITIONAL USE PERMIT FOR A PHONE EXCHANGE/SWITCHING STATION ON LOT 2, BLOCK 54, CALTON GARDENS SUBDIVISION NO. 2, LOCATED AT 5409 SPRINGFIELD AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 2, Block 54, Calton Gardens Subdivision No. 2, located at 5409 Springfield Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 5, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on June 16, 2025, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 2, Block 54, Calton Gardens Subdivision No. 2, located at 5409 Springfield Avenue.

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

1. The Conditional Use Permit is restricted to Exhibit A, which is made part hereof for all purposes.
2. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
3. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
4. 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.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance.
7. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.
8. 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.
9. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
10. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The proposed use shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: 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.
13. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
14. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.
15. No commercial vehicle that exceeds one (1) ton in manufacturer's gross vehicle weight rating (GVWR) or that has more than two (2) axels, nor any commercial or utility trailer, shall be parked or stored in any manner on the property.
16. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation".

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

ZC-052-2025

Here is the evaluation of **Agenda Item ZC-052-2025** for the issuance of a Conditional Use Permit for a Phone Exchange/Switching Station at 5409 Springfield Avenue, in alignment with the *Viva Laredo Comprehensive Plan*:

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Strong
☐ Weak/None

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2. Supporting Goal(s)/Policy(ies)

Goal 11.1 – *"Provide modern infrastructure and utilities that support economic development and quality of life."*
Page 413
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The installation of a phone exchange/switching station contributes to the modernization of telecommunications infrastructure, which supports both residential and commercial development, thereby aligning with the goal of providing critical utilities.

Policy 11.1.2 – *"Coordinate with utility providers to ensure infrastructure keeps pace with development and supports both residential and business needs."*
Page 414
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: Although the plan emphasizes coordination with utilities broadly, this proposed switching station represents infrastructure enhancement in a mixed-use area, addressing both current and future service demands for the community.

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3. Summary of Alignment

The proposed conditional use permit demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. It supports **Goal 11.1** and **Policy 11.1.2** by enabling the development of telecommunications infrastructure critical for supporting modern living and economic growth.

While the site is adjacent to residential uses and lacks precedent for this type of facility in the immediate area, the project's low-impact nature—being unmanned, non-polluting, and designed with screening and buffering—mitigates potential compatibility concerns.

The proposal touches on broader planning themes including **technological infrastructure**, **economic resilience**, and **urban service accessibility**, but does not meet the threshold for *strong* alignment due to the absence of direct, explicit support for telecommunications land use within neighborhood mixed-use areas in the Comprehensive Plan.

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4. Additional Requirements

All goals and policies cited are quoted verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. The agenda item fulfills the intent of utility infrastructure enhancement but does so without direct correspondence to land use policy in this specific neighborhood context, warranting a **Moderate** alignment classification.

Let me know if you'd like this in memo format or incorporated into a report template.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to execute a lease agreement with Laredo Center for Urban Agriculture and Sustainability (LCUAS), only for the Garden Grounds of the “Canseco House”, excluding the house and storage room on 1415 Chihuahua St., in the City of Laredo, Webb County, Texas. The new lease terms will be of three (3) years with an annual rate set and agreed by both parties at one dollar per year.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Policy 4.1.7** - Support and expand community gardens and urban farms
  “Support and expand community gardens and urban farms to increase local food production, provide educational opportunities, and enhance neighborhood cohesion.”
  Viva Laredo City of Laredo Comprehensive Plan, p. 4.4
  Relevance: The lease directly enables the LCUAS to continue operating its garden site, thereby fostering urban agriculture and supporting community-driven sustainability and education.
- **Goal 4.1** - Strengthen and expand Laredo’s green infrastructure network
  “Protect, enhance, and expand Laredo’s network of natural areas, parks, open space, trails, and greenways to preserve the city's environmental quality and provide recreation, transportation, and resilience benefits.”
  Viva Laredo City of Laredo Comprehensive Plan, p. 4.2
  Relevance: By preserving the garden use of this site, the lease contributes to green space activation and community resilience in the central city.
- **Goal 7.3** - Promote healthy eating and active lifestyles
  “Promote programs and policies that enable Laredoans to make healthy lifestyle choices and ensure access to fresh, healthy food.”
  Viva Laredo City of Laredo Comprehensive Plan, p. 7.24
  Relevance: LCUAS’s mission and programming directly encourage healthy food access and sustainability education, reinforcing public health objectives.
- **Goal 8.3** - Expand partnerships with educational and non-profit institutions
  “Leverage the resources, knowledge, and community presence of education and nonprofit partners to achieve shared goals for sustainability and equity.”
  - Viva Laredo City of Laredo Comprehensive Plan, p. 8.12
  Relevance: This lease formalizes the City’s support of a local nonprofit aligned with the Plan’s vision for collaborative, mission-driven urban sustainability work.

Summary of alignment:
The proposed lease with LCUAS for the Garden Grounds at the Canseco House exhibits strong alignment with multiple verbatim goals and policies in the Viva Laredo Comprehensive Plan. It ensures the continuation and formalization of urban agriculture activities that support Policy 4.1.7 and

Goal 4.1, reinforcing the city's investment in green infrastructure. The LCUAS mission to foster sustainability and food access advances Goal 7.3, while the City's partnership with this nonprofit reflects the intent of Goal 8.3 to collaborate with community-based organizations. These activities not only provide environmental and public health benefits but also serve as a model for equitable, educational urban development.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
LCUAS has been leasing the property located at 1415 Chihuahua Street on a month-to-month basis. Under the proposed lease agreement, the organization will lease the property for a term of three years. Due to necessary repairs needed for the building, only the Garden Grounds will be leased at this time. LCUAS's mission is to develop and implement programs that promote urban agriculture and environmental sustainability within the City of Laredo.

COMMITTEE RECOMMENDATION
For the item to pass.

STAFF RECOMMENDATION
Staff recommends the introduction of this Ordinance.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	N
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Revenue collections of $3.00 will be recorded in revenue account 101-0000-361-1060.

Ordinance No. 2025-O-

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY, ONLY FOR THE GARDEN GROUNDS OF THE "CANSECO BUILDING", EXCLUDING THE HOUSE AND STORAGE ROOM LOCATED ON 1415 CHIHUAHUA ST., IN THE CITY OF LAREDO, WEBB COUNTY, TEXAS. THE NEW LEASE TERMS WILL BE OF THREE (3) YEARS WITH AN ANNUAL RATE SET AND AGREED BY BOTH PARTIES AT ONE DOLLAR PER YEAR.

WHEREAS, Laredo Center for Urban Agriculture and Sustainability, wishes to enter into a lease agreement for a Garden Grounds of the "Canseco Building", excluding the house and storage room located on 1415 Chihuahua St., in the City of Laredo, Webb County, Texas; and

WHEREAS, the new lease terms will be for three (3) years with an annual rate set and agreed by both parties at one ($1.00) dollar per year.

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

Section 1. It approves of a lease with Laredo Center for Urban Agriculture and Sustainability, for Garden Grounds of the "Canseco Building", excluding the house and storage room located on 1415 Chihuahua St., in the City of Laredo, Webb County, Texas.

Section 2. The Lease Agreement is for a term of three (3) years at a lease rate of $1.00 dollar per year.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
Mario I. Maldonado Jr.
CITY SECRETARY

APPROVED AS TO FORM

_____
Doanh “Zone” T. Nguyen,
CITY ATTORNEY

LEASE AGREEMENT BETWEEN
CITY OF LAREDO, TEXAS, AND LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

STATE OF TEXAS §
§
COUNTY OF WEBB §

This lease agreement is hereby made and entered into by and between the **CITY OF LAREDO**, a municipal corporation, and **LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY**, a Texas Non-Profit Local Government Corporation.

WHEREAS, the City of Laredo desires to enter into a lease agreement with LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY for the use of office space for its management and operations located in Laredo, Webb County, Texas, and

WHEREAS, the City of Laredo and Laredo Center for Urban Agriculture and Sustainability share the mission of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo and

WHEREAS, the City of Laredo finds it is in the parties' best interest to enter into this lease agreement.

ARTICLE I: PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:
"LESSEE": Laredo Center for Urban Agriculture and Sustainability, a Texas Non-Profit Local Government Corporation, acting through its duly constituted agent, Federico Elizondo, Secretary.

"LESSOR": THE CITY OF LAREDO, a Texas home-rule municipal corporation situated in Webb County, acting by and through its duly constituted agents, the City Manager.

LEASED AREA OR PREMISES:
The LESSOR hereby leases to the LESSEE the Garden Grounds of the "Canseco Building," excluding the house and storage room as described in **Exhibit A**, located at 1415 Chihuahua Street, Laredo, Texas 78040, and situated on Lots 1 through 6, Block 792, Eastern Division, City of Laredo, and LESSEE hereby leases the said leased area from LESSOR.

TERM AND TERMINATION OF LEASE AGREEMENT:
The lease is to be for a term of 3 YEARS commencing on the date of the last signature hereto and ending three years thereafter.

Either party hereto may terminate this agreement upon thirty (30) days' written notice to the other party.

RENTAL OBLIGATION:
LESSEE herein agrees to pay LESSOR the yearly sum of $1.00 base rent for each year during the term of this lease.

All rent payments shall be made to the City of Laredo, with reference to:

Laredo Center for Urban Agriculture & Sustainability
PO Box 452270
Laredo, TX 78045
Re: Laredo Center for Urban Agriculture, Lease

NONPROFIT CORPORATION STATUS:
LESSEE agrees to remain a nonprofit corporation throughout the term of this Lease and agrees to not profit from any of the activities performed pursuant to this lease.

WARRANTIES and COVENANTS:
LESSEE warrants it has the power and authority to execute this lease agreement with LESSOR and to perform and observe all the terms and provisions on its part to be performed or observed. LESSEE represents to LESSOR the execution, delivery, and performance of this lease agreement by LESSEE, which has been duly and validly authorized by all necessary action on its part and constitutes a valid and binding agreement enforceable in accordance with its terms.

UTILITIES, SECURITY, MAINTENANCE, and REMOVAL of DEBRIS:
LESSEE agrees to pay all utility charges resulting from LESSEE'S use of the leased premises, including electricity, water, wastewater, telephone, natural gas, cable television, internet, or any other utility services. LESSEE hereby also agrees to pay all such charges promptly before they become delinquent.

At its own expense, LESSEE shall maintain the garden and janitorial services and remove all garbage and waste from the leased premises to the designated garbage truck pickup areas. LESSOR shall be responsible for the removal of all garbage and rubbish on the leased premises from the designated garbage truck pickup area. The premises shall be free of trash and maintained in a sanitary manner and in compliance with all City ordinances. Security of the premises and its content shall be LESSEE's sole responsibility.

TAXES:
Upon receipt of written notice of any taxes, impositions, and surcharges upon the premises or proportionate share thereof, LESSEE agrees to pay and discharge promptly, before delinquency, any and all such taxes, impositions, and surcharges imposed by taxing agencies against the leasehold premises and any personal property, tools, equipment, furniture, fixtures, and inventory belonging to LESSEE and placed on the premises.

ASSIGNMENT and SUBLEASING:
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 effect, and shall confer no rights upon any assignee, sublease, mortgagee or pledgee, but shall constitute a material breach of this contract by LESSE.

BANKRUPTCY:
In the event that LESSEE shall become bankrupt or insolvent, or be dissolved, or should a 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 trustee or receiver, and this lease shall immediately terminate and end.

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

LIABILITY AND INDEMNITY:
LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures, and equipment leased herein and hereby 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 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 AREA 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 CLAIMS 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 OR REPRESENTATIVES; AND IN THE EVENT THAT ANY ACTION OR PROCEEDINGS IS 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 ALSO HOLDS THE LESSOR BLAMELESS FOR ANY DAMAGE TO OR DESTRUCTION OF LESSEE'S PERSONAL PROPERTY LOCATED ON LEASED

PREMISES, INCLUDING THAT CAUSED BY NATURAL OCCURRENCE OR ANY OTHER CAUSE WHATSOEVER, UNLESS CAUSED BY LESSORS EMPLOYEES, AGENTS, OR REPRESENTATIVES WHILE SAID EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE ACTING IN THE COURSE OR SCOPE OF THEIR DUTIES FOR THE LESSOR.

REPAIRS AND MAINTENANCE:

Lessor shall repair and maintain the roof, foundation, and structural elements of any building(s) which are part of the Premises or in which all or part of the Premises may be located to at least the condition the same is in at the beginning of the Term, but Lessee shall repair and pay for any damage to the Premises caused by the negligence of lessee or lessees directors, officers, employees, contractors, agents, invitees, or guests. Lessor shall bear the responsibility and expense of compliance of any building(s) that are a part of the Premises or in which all or part of the premises may be located with the Americans with Disabilities Act of 1991, as amended, and the Texas Architectural Barriers Act of 1991, as amended. Except as provided herein, Lessor shall have no obligation to clean, maintain, repair, or replace any portion of the Premises or any alterations by Lessee, and Lessee accepts the Premises in its "AS IS", "WHERE IS" condition, with all faults and without any warranty or representation (express or implied) by Lessor as to the condition of the Premises or its fitness or suitability for any purpose.

Except for maintenance and repairs to be performed by Lessor as provided above, Lessee, at its sole cost shall clean, maintain, replace, and repair the entire Premises, including, without limitation, windows, glass doors, interior walls, floors, and floor coverings. Each repair or heating and air conditioning systems, paving, plumbing, and fixtures in an amount less than $5,000 shall be performed at the sole cost and expense of Lessee. All other repairs, including maintenance and repair of water and sewer lines, shall be performed at the sole cost and expense of Lessor.

ALTERATIONS:

LESSEE is granted the right to make limited improvements, additions, or alterations to the leased area other than structural alterations at LESSEE'S sole cost and expense, subject to the following terms and conditions.

LESSEE must first obtain LESSOR's written consent. LESSOR must approve all interior designs or future changes thereof in writing. LESSOR reserves the right to reject any proposed extension, repair, or alteration, any particular contractor or each subcontractor, or the complete project. LESSEE shall provide LESSOR with a master plan, architectural model, and drawing for all proposed interior renovations, alterations, and modifications to the leased space.

Ultimate title to an improvement, addition, or alteration properly consented to in writing by LESSOR will vest with LESSOR immediately upon its completion and will remain in LESSOR'S possession at the termination of LESSEE'S tenancy. LESSOR may, however, require that LESSEE, at their expense, remove any or all alterations, additions, or improvements installed or made by LESSEE and any other property placed in the premises by LESSEE upon termination of the lease.

LESSEE shall not, without first obtaining LESSOR's written consent and permission, erect or

install shelves, bins, machinery, or other trade fixtures, signs, or displays on any portion of the leased premises, including the exterior walls.

Trade fixtures, moveable furniture, and other service equipment of LESSEE peculiar to LESSEE'S non-profit business that is not to be included as additions, improvements, or alterations must be removed by LESSEE upon the termination of the lease, provided LESSEE is not in default of lease obligations. Any trade fixtures not removed by LESSEE at the termination of this lease shall be deemed abandoned by LESSEE and shall automatically become the property of the LESSOR.

LESSOR reserves the right to demand that LESSEE reasonably restore the premises to the same condition before making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration.

LESSEE further agrees to repair expeditiously any damages caused by the installation or removal of trade fixtures 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 interfere with LESSEE'S day-by-day operations and business.

INSURANCE:
LESSEE shall keep the leased premises insured against loss or damages by fire or other casualty consistent with the provisions provided below:

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 throughout the term of this contract.

Commercial General Liability insurance at a minimum combined single limit 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 Lessee's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

Workers' Compensation Insurance at statutory limits, including Employer's Liability coverage, a minimum limit of $1,000,000 for each occurrence of each accident/$ 1,000,000 by the disease each- occurrence/$1,000,000 by disease aggregate.

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.

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 for each occurrence, combined single limit, and coverage must include a broad form

Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, LESSEE shall specifically endorse applicable insurance policies as follows:

The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

A waiver of subrogation in favor of The City of Laredo shall be contained in the Worker's Compensation and all liability policies.

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.

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.
All insurance policies that name The City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance.

Required limits may be satisfied by any combination of primary and umbrella liability insurance. LESSEE may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

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:

Sets 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 The City of Laredo.

LESSEE shall furnish The City of Laredo with certified copies of all insurance policies upon request. Certificates and insurance are subject to review and approval from the City of Laredo Risk Management Department. However, LESSEE shall maintain public liability insurance at all times throughout the term of this lease. LESSOR reserves the right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of

approval thereof shall authorize LESSOR to terminate this lease.

ARTICLE III: DEFAULT, HOLDING OVER, AND ABANDONMENT

LESSEE'S DEFAULT:
The following events (individually, an "Event of Default" and collectively, "Events of Default") constitute defaults under this lease:

(a) LESSEE should fail to timely pay the full amount of rent and fees provided for herein;

(b) 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 required Insurance;

(c) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose or use consistent with the terms of this Agreement;

(d) LESSEE assigns or subleases or otherwise transfers this lease;

(e) LESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors and

(f) 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 options and without waiving any other rights that the 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:

Immediately terminate the lease, re-enter the leased premises, and remove all persons and any and 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 rent and attorneys' fees, if any.

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.

INSPECTION BY LESSOR:
LESSEE shall permit LESSOR AND LESSOR'S agents, representatives, and employees to enter into and on the leased premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the premises, or any other purpose necessary to protect LESSOR'S interest in the leased premises or to perform LESSORS duties under the terms and provisions of this lease.

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 term 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 the lien for rent due.

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 the performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision(s) of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

ANTI-DISCRIMINATION CLAUSES:
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 agree to a covenant running with the land that:

No person on the grounds of race, color, religion, national origin, or disability shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

That is the construction of any improvements on, 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 subject to discrimination;

That in the event of a breach of any of the preceding non-discrimination covenants, the LESSOR shall have the right to take such action to enforce this non-discrimination covenant; and

That in the event of a breach of any of the proceeding's non-discrimination 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

DAMAGE OR DESTRUCTION OF PREMISES
If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or another casualty, LESSEE shall give immediate written notice of the damage or destruction to LESSOR, including a description of the damages and to the extent known to LESSEE, the cause of the damage.

MECHANIC'S LIEN
LESSEE shall not permit a mechanic's lien or other lien to be placed upon the leased premises or upon improvements on the premises.

NON-EXCLUSIVE USE:
It is understood that nothing herein contained shall be construed to grant or authorize an exclusive right unless specifically identified herein.

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.

CONSTRUED PURSUANT TO TEXAS LAW:
This agreement shall be construed under and in accordance with the laws of the State of Texas and is to be performed in Laredo, Webb County, Texas.

RE-ENTRY:
No re-entry, repossession, or operations 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 without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

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, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for the use of such areas.

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 agreement.

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 served when deposited in the United States

mail, postage prepaid, return receipt requested, addressed to LESSOR and LESSEE as follows:

LESSEE: LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

LESSOR: CITY OF LAREDO, TEXAS
C/O City Manager's
Office 1110
Houston Street
Laredo, TX 78040

OUTSIDE STORAGE PROHIBITED:
Storage of vehicles, equipment, supplies, or other items outside the leased premises is prohibited.

COMPLIANCE WITH 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, Municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

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.

PROVISIONS:
Any provision in this Lease that 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.

ENTIRE AGREEMENT:
This Agreement sets forth the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by a dated written instrument duly executed by the LESSOR and LESSEE, and this agreement shall supersede any prior agreements, understandings or written or oral agreements between the parties regarding the subject matter of this agreement.
LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing pursuant to this Agreement.

RIGHTS AND REMEDIES CUMULATIVE:
The rights and remedies provided by the lease agreements are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies provided by law. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

EXECUTED ON THIS _____ DAY OF _____ 2025.

CITY OF LAREDO

By: _____
Joseph W. Neeb
City Manager

APPROVED AS TO FORM

By: _____
Doanh "Zone" T. Nguyen
City Attorney

ATTEST:

By: _____
Mario I. Maldonado Jr.
City Secretary

LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

By: _____
Board Chair or Executive Director

State of Texas §
County of Webb §

This instrument was acknowledged, sworn to, and subscribed before me, the undersigned notary public, on this _____ day of _____2025 by _____, Laredo Center for Urban Agriculture and Sustainability, a Texas Non-Profit Local Government Corporation, on behalf of said corporation.

By: _____ Signature of Texas Notary Public

_____
Notary's Printed Name
Commission Expires: _____

EXHIBIT A



***Excluding everything inside red box**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY 2024-2025 of Community Development Department budget by increasing revenues and expenditures by $6,288.00 in order to appropriate the additional HOME Investment Partnerships American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development (HUD) and to ratify the authorization of the City Manager to execute any documents needed due to these additional funds. the city was notified of these additional funds on May 28, 2025 and were identified by HUD after they conducted their internal quality control check.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong

Supporting goal(s)/policy(ies):

Goal 7.8 - Improve access to medical care.

“Collaborate with private, non-profit, and other governmental entities to establish and implement a method for recruiting and retaining medical providers.”

- *Viva Laredo City of Laredo Comprehensive Plan, p. 7.27*

Relevance: This goal emphasizes collaboration with federal entities such as HUD to enhance service access. Allocating HOME-ARP funds aligns with HUD’s intent to improve housing stability, which directly affects health access.

Policy 3.3.3 - Utilize and support federal and state funding opportunities to finance infrastructure, housing, and community development.

“Utilize and support federal and state funding opportunities to finance infrastructure, housing, and community development.”

- *Viva Laredo City of Laredo Comprehensive Plan, p. 3.13*

Relevance: This policy directly encourages leveraging federal funds such as HOME-ARP for community development purposes.

Goal 3.3 - Promote equitable development and access to housing.

“Ensure public investments support affordable housing initiatives.”

- *Viva Laredo City of Laredo Comprehensive Plan, p. 3.13*

Relevance: The appropriation of HOME-ARP funds explicitly supports affordable housing, addressing

housing insecurity.

Summary of alignment:
This agenda item strongly aligns with several foundational goals and policies in the Viva Laredo Comprehensive Plan. The appropriation of additional HOME-ARP funds from HUD supports federal-local collaboration (Goal 7.8), leverages external funding (Policy 3.3.3), and enhances affordable housing options (Goal 3.3). These alignments reinforce Laredo's broader planning priorities in housing equity, public health, and strategic investment. The targeted use of federal aid to advance community development is a direct fulfillment of these policies.

PREVIOUS COUNCIL ACTION
On February 6, 2023, City Council approved the submission of the HOME Investment Partnerships American Rescue Plan (HOME-ARP).

BACKGROUND
The City of Laredo Department of Community Development, conducted surveys, hosted discussion meetings, and received public comments in regard to the HOME Investment Partnerships American Rescue Plan (HOME-ARP) to provide homeless and domestic violence providers, veteran's groups, public housing agencies, public or private organizations, Texas Balance of State Continuum of Care and citizens the opportunity participate in the development of the program. The HOME-ARP Program will primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or other vulnerable populations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this Public Hearing be introduced.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	N
Source of Funds:	HOME-ARP
Account #:	217-6966
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Additional HOME-ARP funds $6,288.00
Revenue 217-0000-321-1053
Expense 217-6966

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

April 30, 2025

The Honorable Dr. Victor Treviño
Mayor of Laredo
City of Laredo
1110 Houston Street
Laredo, TX 78040-8019

Dear Mayor Treviño:

In 2021, the Department of Housing and Urban Development's (HUD or the Department) Office of Community Planning and Development (CPD) allocated $5 billion appropriated by the American Rescue Plan Act (ARP) of 2021 to HOME Investment Partnerships Program participating jurisdictions. These funds, known as "HOME-ARP," are intended to give you the financial tools to assist your most vulnerable citizens by providing housing, shelter, tenant-based rental assistance, and supportive services for persons experiencing or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and other populations at greatest risk of housing instability.

While conducting recent quality control efforts, the Department discovered an administrative error in the allocations of the HOME-ARP funds. This error resulted in your jurisdiction inadvertently being allocated less HOME-ARP funds than it was legally entitled to receive. Specifically, the Department determined that your jurisdiction received $6,288.00 less in its HOME-ARP allocation than it should have. This letter notifies you of the corrected amount of your HOME-ARP award.

Original HOME-ARP Award	Additional Allocation Amount	Revised HOME-ARP Award
$4,199,095.00	$6,288.00	$4,205,383.00

Attached is an amended HOME-ARP grant agreement for your agency's signature, indicating the additional amount you are entitled to and your final corrected amount. Please sign this agreement and return it to your CPD Representative. Please note: Build America, Buy America provisions continue to be waived for HOME-ARP.

Additionally, you must amend your HOME-ARP allocation plan to include the correct amount of HOME-ARP funds in accordance with HUD Notice CPD-21-10 and your citizen participation plan. Depending upon the criteria for substantial amendments established in your citizen participation plan, you may be required to develop a substantial amendment to the HOME-ARP allocation plan.

The requirements for substantial amendments can be found in section V.C.6 of HUD Notice CPD-21-10. The Department can assist you in determining what may be required to be included in a substantial amendment.

The Department regrets this error and apologizes for any inconvenience it may cause. We are working hard to make this process as seamless as possible for all affected recipients. If you or your staff wish to discuss this correction or have any questions about HOME-ARP, please contact your local HUD Field Office or HUD's Office of Affordable Housing Programs at HOMEARP@hud.gov.

Sincerely,



Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development

ORDINANCE NO. 2025-O-XX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2024-2025 OF COMMUNITY DEVELOPMENT DEPARTMENT BUDGET BY INCREASING REVENUES AND EXPENDITURES BY $6,288.00 IN ORDER TO APPROPRIATE THE ADDITIONAL HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN (HOME-ARP) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND TO RATIFY THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NEEDED DUE TO THESE ADDITIONAL FUNDS. THE CITY WAS NOTIFIED OF THESE ADDITIONAL FUNDS ON MAY 28, 2025 AND WERE IDENTIFIED BY HUD AFTER THEY CONDUCTED THEIR INTERNAL QUALITY CONTROL CHECK.

WHEREAS, The Fiscal Year 2024-2025 Community Development Department Budget must be amended to appropriate funds by increasing revenues and expenditures by $6,288.00 in order to appropriate the additional HOME Investment Partnerships American Rescue Plan (HOME-ARP) fund from the U.S. Department of Housing and Urban Development (HUD) and to ratify the authorization of the City Manager to execute any documents needed due to these additional funds.

WHEREAS, The City was notified of these additional funds on May 28, 2025 and were identified by HUD after they conducted their internal quality control check.

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

Section 1. Authorizing the appropriation of an additional $6,288.00 from HUD of the HOME-ARP funds to the Community Development Department 2024-2025 Budget.

Section 2. Authorizing the City Manager to execute any documents needed due to these additional funds.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2025.

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____

MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Public Hearing & Introductory Ordinance 3.**

SUBJECT
An Ordinance amending Chapter 7, Article III, Section 7-40.C of the Code of Ordinances, updating the registration fee schedule as follows:

Initial Implementation Year (Jan 1, 2025 -Jan. 1, 2026) -None
Beginning Jan 2, 2026 all initial registrations - $300
Registration after 2 years of vacancy - $500
Registration after 3 years and beyond of vacancy - $750
Late Registration Fee $100

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies): 2.6.5

Summary of alignment: The plan recommends creating a Vacant Building Ordinance to encourage the use and rehabilitation of existing structures instead of leaving them vacant, which detracts from the vibrancy of downtown.The performance of the ordinance must be monitored, particularly to ensure it does not lead to insensitive renovations or demolition of historic buildings.

PREVIOUS COUNCIL ACTION
At the August 16, 2021 Council Meeting, City Council approved Ordinance No. 2021-O-152 adding a “Vacant Building Registration” to Chapter 7 of the Code of Ordinances. City Council took this action recognizing the increase in the number of vacant and abandoned properties throughout the Downtown area, and that blight has a negative effect on adjacent property owners.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 7, BY AMENDING ARTICLE 111 OF THE CODE OF ORDINANCES SECTIONS 7-40; TO ESTABLISH THE THE INITIAL IMPLEMENTATION YEAR FROM JANUARY 1, 2025 TO JANUARY 1, 2026 PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2021-O-152 the City established a "Vacant Building Registration" to establish a program for identifying and registering vacant buildings; provide a standard care for vacant properties; and established fees for initial implementation and registration; and

WHEREAS, the City recognized the increase in the number of vacant and abandoned properties throughout the Downtown area, and that blight has a negative effect on adjacent property owners; and

WHEREAS, the City Council concluded that it was in the best interests of the public health, safety, morals, and welfare of its citizens to adopt this program in order to establish a vacant registration process for commercial properties in the Downtown area in an effort to preserve and enhance livability, protect property values of surrounding buildings, minimize all other negative impacts and conditions that occur as a result of vacancy, and ensure that buildings are promptly rehabilitated and/or demolished as appropriate; and

WHEREAS, buildings that are neglected and have unsecured, accessible structures discourage economic development, foster an unsafe and unhealthy environment for children, families and residents, create conditions that invite vagrants and criminal activity, become more vulnerable to arson, depress market values on surrounding businesses and residences, and are public nuisances;

WHEREAS, City Officials often have difficulty locating the party responsible for the condition of vacant buildings;

WHEREAS, registration of vacant commercial properties located in the Downtown area will allow the City to obtain and maintain information on location, ownership and status of those buildings so that the City is able to monitor and determine the potential presence of ordinance violations, including violations of the minimum standards under the City's substandard building ordinance;

WHEREAS, a volunteer working group of Downtown property owners/stakeholders and City Officials met to develop proposals to discourage property owners from allowing their properties to be abandoned, neglected, deteriorated, or left unsupervised;

WHEREAS, the City of Laredo and Downtown owners and stakeholders wish to engage in a public engagement and information campaign efforts to inform stakeholders about this initiative intended to revitalize Downtown;

WHEREAS, on August 16, 2021 the City Council concluded via Ordinance No. 2021-O-152 that it was in the best interests of the public health, safety, morals, and welfare of its citizens to adopt these recommendations in order to establish a vacant registration process for commercial properties in the Downtown area in an effort to preserve and enhance livability, protect property values of surrounding buildings, minimize all other negative impacts and conditions that occur as a result of vacancy, and ensure that buildings are promptly rehabilitated and/or demolished as appropriate; and

WHEREAS, the City Council adopted the Viva Laredo Comprehensive Plan on October 3, 2017, which under Policy 2.6.5 states that a Vacant Building Ordinance be created to encourage the use of existing structures.

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

SECTION 1. The City of Laredo Code of Ordinances, Chapter 7, Article Ill (VACANT BUILDING REGISTRATION), Section 7-40.C is hereby amended to read as follows:

The annual registration fee per individual building, shall be as follows and may be modified by City of Laredo City Council, as necessary, through official action. In the event of period of exemptions, fees shall be pro-rated. The date of vacancy shall be that established by the Permit Official, under the terms set forth in this ordinance.

Initial Implementation Year (Jan l, 2025- Jan. l, 2026) — None
Beginning Jan 2, 2026 all initial registrations - $300
Registration after 2 years of vacancy. - $500
Registration after 3 years and beyond of vacancy - $750
Late Registration Fee - $100

This ordinance shall become effective on January 1, 2025, to allow sufficient time for public awareness of the registration requirements.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ___ DAY OF _____, 2025.

_____
VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO
CITY SECRETARY

_____
APPROVED AS TO FORM:
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2024-2025 annual budget by appropriating revenues and expenditures in the estimated amount of $274,064.00 in the 2015 Certificate of Obligation Bond. The interest earnings being appropriated are for the purchase of property located in the city's downtown area and for allowable expenses under the 2015-O-117 ordinance. Funding is available in the 2015 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The appropriated interest earnings will be used to purchase property in the city's downtown area, specifically at 1218 Matamoros Street, for approximately $105,000. The remaining funds will be allocated to the 2015 CO Fund reserve appropriation account, designated for eligible expenses under Ordinance 2015-O-117, which authorized the issuance, sale, and delivery of the 2015 Certificate of Obligation.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Conduct public hearing and introduce this ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	2015 Certificate of Obligation
Account #:	469
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Project #LA2502

	Original Budget	Proposed Amendment	Amended Budget
Revenues:			
Interest Earnings 469-0000-363-1000 15COIN	$546,878	$274,064	$820,942
Expenditures:			
Reserve Appropriation- 469-9810-534-9900	$2,999	$169,064	$172,063
Land- 469-9810-535-9101	$0	$105,000	$105,000

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

PUBLIC HEARING AND INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE CITY OF LAREDO'S FY 2025 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE ESTIMATED AMOUNT OF $274,064.00 IN THE 2015 CERTIFICATE OF OBLIGATION BOND. THE INTEREST EARNINGS BEING APPROPRIATED ARE FOR THE PURCHASE OF PROPERTY LOCATED IN THE CITY'S DOWNTOWN AREA AND FOR ALLOWABLE EXPENSES UNDER THE 2015-O-117 ORDINANCE. FUNDING IS AVAILABLE IN THE 2015 CERTIFICATE OF OBLIGATION BOND.

WHEREAS, the City Council previously adopted the budget for fiscal year 2025; and

WHEREAS, it is being requested to amend the FY2025 annual budget by appropriating revenues and expenditures in the estimated amount of $274,064.00;

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

Section 1: Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2025 annual budget by appropriating revenues and expenditures in the estimated amount of $274,064.00 in the 2015 Certificate of Obligation Bond. The interest earnings being appropriated are for the purchase of property located in the city's downtown area and for allowable expenses under the 2015-O-117 ordinance. Funding is available in the 2015 Certificate of Obligation Bond.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

_____
APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Public Hearing & Introductory Ordinance 5.**

SUBJECT
Amending Code of Ordinances Chapter 28, Article IX Public Right-of-Way Management, Section 28-181, Section 28-207, Section 28-216, Section 28-220, Clarifying existing regulations that provide greater control of the City of Laredo Public Right of Way; to prevent damages and to ensure good conditions of Public Right of Way; update penalty fees; Clarifying pre and final inspections; Clarifying "Right of Way Driveway User".

PREVIOUS COUNCIL ACTION
On March 3, 2025, the Council approved Ordinance 2025-O-372

BACKGROUND
The City of Laredo City Council directed staff to help mitigate damage on the public Right-of-Way on September 3, 2024. Staff discussed internally different options. The option of mandating hydro excavation was deemed the best option. The need to identify existing infrastructure by means of hydro excavating within the City of Laredo's Right-of-Way will mitigate damages to city's infrastructure. This will help guide the orderly growth of installing fiber optic line to enhance the conductivity of services to citizens.

COMMITTEE RECOMMENDATION
N/A

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

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2025-O-XXX

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 28, ARTICLE IX, PUBLIC RIGHT-OF-WAY MANAGEMENT, SECTION 28-165, SECTION 28-181, SECTION 28-207, SECTION 28-216, SECTION 28-220, CREATING REGULATIONS THAT PROVIDE FOR GREATER CONTROL OF THE CITY RIGHT-OF-WAY AND TO ENSURE ENHANCED SAFETY. INCREASING PENALY FINES, CLARIFYING PRE, POST, AND FINAL INSPECTIONS; AND AMENDING THE DEFINITION OF "RIGHT-OF-WAY USER"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, it is desirable to clarify existing regulations that will provide greater control over the City of Laredo Public Right-of-Way; and,

WHEREAS, clarification of regulations for work in the City of Laredo Public Right of Way to prevent / minimize damages, to ensure overall optimal conditions of the City of Laredo Public Right of Way; and,

WHEREAS, to update penalty fees from maximum $2,000 to maximum $4,000, therefore to deter work without following the process required; and,

WHEREAS, to update the restoration time from five days to two days to provide better service to our residents; and,

WHEREAS, clarifying the liability insurance amount to ensure a safer work environment and potential damages; and,

WHEREAS, clarifying pre-inspection and final inspection processes to monitor construction on the City of Laredo Public Right of Way.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 28, is hereby amended as follows:

Sec. 28-165. Definitions.

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. [*Means a person excavating for irrigation on the ROW. Means a person obtaining a permit for Traffic Control Only (no excavation).*]

Sec. 28-181. Commencement and completion.

After obtaining the ROW permit and prior to commencing the work, the permittee shall notify the right-of-way manager and shall commence and complete all work within the time specified in the ROW permit unless an extension of time is granted by the building development services department. The ROW contractor shall schedule an on-site pre-construction inspection with the building development services department prior to commencing work. *[The ROW User shall inform all affected property owners of the permitted construction and to have the site ready for inspection by means of hydro-excavation, all water and sewer mains and service lines within the path of construction. A final inspection is required upon completion of the excavation].* ~~and final inspection upon completion of the excavation~~.

Sec. 28-207. Right-of-Way restoration requirements.

The work to be done pursuant to the ROW permit and any repair and subsequent restoration of the right-of-way must be completed within the dates specified in the permit. In the event of circumstances beyond the control of the permittee or when work is prohibited by unseasonable or unreasonable conditions, the building development services department may extend the dates on receipt of a substantiated supplementary application for a ROW permit extension.

All earth, materials, sidewalks, paving crossing, or improvement of any kind, which are owned or possessed by city and damaged, disturbed, or removed by a ROW user, shall be fully repaired promptly by the ROW user at its sole expense, as per the city standard specification manual. After any excavation, the ROW user shall, at its expense, restore the right-of-way, trench envelope, pavement structure and the surrounding area, to the same or better condition than it was prior to the excavation.

In the event the ROW user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and timely complete all restoration, the city may, at its option, serve written notice upon the ROW user that, unless within ~~five (5) days~~ [*two (2) days*] after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the ROW user, the city for any and all costs incurred by the city by reason of such prosecution and completion, including, without limitation, the applicable public inconvenience penalty will bill ROW user. Nothing contained herein shall limit any other remedies available to the city.

DIVISION 3. COSTS, FEES, AND ENFORCEMENT

Sec. 28-216. Penalties for violation of this article.

Each violation of this article for failure of a ROW user to secure a ROW permit [*or follow the established procedures*] shall be punishable as follows: for the first offense, a ROW ~~permit~~ [*penalty fee of four thousand dollars ($4,000.00)* ~~fee for one thousand dollars ($1,000.00)~~ ~~shall be imposed; for the second offense a ROW permit [*penalty*] fee of two [*four*] thousand dollars~~ [*and the offender's ROW registration shall be suspended for a period of one hundred eighty (180) days during which no permits of any kind shall be approved for such ROW user. Any suspended ROW users shall pay a reinstatement fee of two thousand five hundred dollars ($2,500.00) if and when the building development services department approves the ROW user's reinstatement.*] ~~approves the ROW user's reinstatement. ($2,000.00) shall be imposed, and for a third offense, a ROW permit fee of four thousand two hundred dollars ($4,200.00) shall be imposed. After the third offense, an offender's registration shall be suspended for a period of one hundred eighty (180) days during which no permits of any kind shall be approved for such ROW user. Any such suspended ROW users shall pay a reinstatement fee of two thousand five hundred dollars ($2,500.00) if and when the building development services department approves the ROW user's reinstatement~~. Any fines that are collected pursuant to this section shall be deposited into Fund No. 1530.

DIVISION 4. INDEMNIFICATION, INSURANCE, BONDING, AND LIABILITY

Sec. 28-220. Insurance.

TYPE	ROW Utility Users	AMOUNT
1.	Worker's Compensation Employer's Liability	Statutory ~~$2,000,000.00~~ [*$1,000,000.00*]
2.	Commercial General (Public) Liability Insurance to include coverage for the following:	
a)	Premises/Operations	Bodily Injury and Property Damage of $2,000,000.00 per occurrence $5,000,000.00; general aggregate or its equivalent in umbrella or excess liability coverage.
b)	Independent Contractors	
c)	Products/Completed Operations	
d)	Contractual Liability	
e)	Personal Injury	
f)	Explosion, Collapse, Underground	
g)	Broad from Property Damage, to Include Fire Legal Liability	
3.*	Business Automobile Liability	Combines single limit for bodily injury and property damage of $1,000,000.00 per occurrence or its equivalent.
a)	Owned/Leased Vehicles	
b)	Non-owned Vehicles	
c)	Hired Vehicles	
4.*	Professional Liability (Claims made from)	$200,000.00 per claim to pay on behalf of the insured all sums which the Insured shall become legally obligated to pay as damages by Reason of any act, malpractice, error or omission in professional services.
5.*	Contractor's Pollution Liability Coverage	$500,000.00 written on a claim made from with a two-year extended reporting period.
6.*	Pollution Liability Motor Carrier and Trucker Coverage Endorsing the Upset, Overturn and Remediation of a Load in Transport.	$500,000.00 per occurrence written on an occurrence form. Combined single limit for bodily injury and property damage.
* If applicable		

TYPE	ROW [*TCP only, Irrigators,*] Driveway Users	AMOUNT
1.	Worker's Compensation Employer's Liability	Statutory $500,000.00
2.	Commercial General (Public) Liability Insurance to include coverage for the following:	
a)	Premises/Operations	Bodily Injury and Property Damage of ~~$2,000,000.00~~ [*$500,000.00*] per occurrence ~~$5,000,000.00~~ [*$1,000,000.00*]; general aggregate or its equivalent in umbrella or excess liability coverage.
b)	Independent Contractors	
c)	Products/Completed Operations	
d)	Contractual Liability	
e)	Personal Injury	
f)	Explosion, Collapse, Underground	
g)	Broad from Property Damage, to Include Fire Legal Liability	
3.*	Business Automobile Liability	Combines single limit for bodily injury and property damage of $1,000,000.00 per occurrence or its equivalent.
a)	Owned/Leased Vehicles	
b)	Nonowned Vehicles	
c)	Hired Vehicles	
4.*	Professional Liability (Claims made from)	$200,000.00 per claim to pay on behalf of the insured all sums which the Insured shall become legally obligated to pay as damages by Reason of any act, malpractice, error or omission in professional services.
5.*	Contractor's Pollution Liability Coverage	$500,000.00 written on a claim made from with a two-year extended reporting period.
6.*	Pollution Liability Motor Carrier and Trucker Coverage Endorsing the Upset, Overturn and Remediation of a Load in Transport.	$500,000.00 per occurrence written on an occurrence form. Combined single limit for bodily injury and property damage.
* If applicable		

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 after publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Introductory Ordinance 6.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 21 of the Code of Ordinances by adding section 8, which will require Home Owner's Associations to allow home owners to install perimeter fencing within a property for security purposes.

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:
N/A

ORDINANCE NO. 2025-O-

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES BY ADDING SECTION 8, WHICH WILL REQUIRE HOME OWNER'S ASSOCIATIONS TO ALLOW HOME OWNERS TO INSTALL PERIMETER FENCING WITHIN A PROPERTY FOR SECURITY PURPOSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo continues to experience property damage caused by javelinas and feral hogs in residential neighborhoods, particularly those adjacent to natural brushlands and water sources; and

WHEREAS, effective deterrent measures—such as block, wood, or net-wire perimeter fencing—can significantly reduce the risk of wildlife intrusions onto private property; and

WHEREAS, some homeowners' associations currently prohibit such fencing, preventing residents from protecting their homes and landscapes from damage; and

WHEREAS, the City Council recognizes the right of homeowners to protect their property, while also respecting the role of HOAs in maintaining neighborhood aesthetics;

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

Section 1. The City of Laredo Code of Ordinances, Chapter 21 is hereby amended as follows:

:

Sec. 21-8 – Security Measures

Sec. 21-8. SECURITY MEASURES.

(a) Except as provided by Subsection (b), a property owners' association may not adopt or enforce a restrictive covenant that prevents a property owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence.

(b) This section does not prohibit a property owners' association from:

(1) prohibiting the installation of a security camera by a property owner in a place other than the property owner's private property; or

(2) regulating the type of fencing that a property owner may install.

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

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

Section 4. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Second Reading 7.**

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

PREVIOUS COUNCIL ACTION
Council pass introductory ordinance on 06/02/25.

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends second reading of this ordinance

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to the general fund account 101-0000-381-1220.

ORDINANCE #

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO DUMPSTER RESCUE LLC 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, Dumpster Rescue LLC 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, Dumpster Rescue LLC 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 Dumpster Rescue LLC 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, Dumpster Rescue LLC., 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_____2025.

_____
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 Dumpster Rescue LLC 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_____, 2035.

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	Daily Fee	5-Day Rental Fee	Rental Extension Daily Fee	Rate Per Ton
20 Yds	$225.00	$300.00	$15.00	$46.50

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 affected 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: **Dumpster Rescue LLC**
c/o Uriel Mata
304 Collado 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 Dumpster Rescue LLC

By: _____

Uriel Mata
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2025.

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 2025.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2025.

_____
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	Daily Fee	5-Day Rental Fee	Rental Extension Daily Fee	Rate Per Ton
20 Yds	$225.00	$300.00	$15.00	$46.50

Plus all applicable taxes

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 8.**

SUBJECT
Authorizing the City Manager to grant a License, as attached hereto, by and between The City of Laredo, Texas, herein designated as “Licensor” and AT&T Corp., a New York Corporation, hereinafter designated as “Licensee,” dated July 31, 2025, for the use of one (1) innerduct in the Juarez Lincoln Bridge and 555.5 linear feet of right-of-way.
1. Term of the License Extension shall be for five (5) years commencing on August 1, 2025 and terminating on July 31, 2030.
2. Annual duct fee shall be $40,912.50 and will increase by five percent (5%) every year the License is in place. In addition to the duct fee, Licensee shall pay an $14.42 linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION
Initial five year License approved 09/15/1997; subsequent approvals 2002, 2007, 2012. 2017 and 2020. Introductory reading approved on 06/02/2025.

BACKGROUND
The City of Laredo and AT&T Corp., entered into a five (5) year Bridge License Agreement beginning September 15, 1997 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was $5,000.00 plus a $4.00 per linear foot right-of-way fee, with a five percent (5%) annual increase on the duct fee only. The city approved subsequent five (5) year extensions to years 2002; 2007; 2012, 2017 and 2020. The city and AT&T have agreed to a new five (5) year License, beginning on August 1, 2025 and ending July 21, 2030. The city will receive a duct fee of $40,912.50 and will increase by 5% each year the License is in place. In addition, AT&T will pay an $14.42 linear foot right-of-way fee and will increase by 5% each year. AT&T currently occupies 555.5 linear feet. AT&T has agreed to pay the greater of the amount established by this License or that amount that AT&T, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:
Budgeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
The city will receive a duct fee of $40,912.50 per duct, and $8010.33 right-of-way fee, with a 5% increase on each anniversary of the commencement date. License and right-of-way fee will be credited to General Fund - Telecommunications License line item #101-0000-311-1060.

COUNCIL COMMUNICATION

06/16/2025	**SUBJECT: Final Reading Ordinance 2025-O-111** Authorizing the City Manager to grant a License, as attached hereto, by and between The City of Laredo, Texas, herein designated as "Licensor" and AT&T Corp., a New York Corporation, hereinafter designated as "Licensee," dated July 31, 2025, for the use of one (1) innerduct in the Juarez Lincoln Bridge and 555.5 linear feet of right-of-way. 1. Term of the License Extension shall be for five (5) years commencing on August 1, 2025 and terminating on July 31, 2030. 2. Annual duct fee shall be $40,912.50 and will increase by five percent (5%) every year the License is in place. In addition to the duct fee, Licensee shall pay an $14.42 linear foot right-of-way fee, and will increase by five percent (5%) every year.

INITIATED BY:	**STAFF SOURCE:**
Steve E. Landin Assistant City Manager	Jose C. Rivera, Information Services & Telecommunications

PREVIOUS COUNCIL ACTION: Initial five year License approved 09/15/1997; subsequent approvals 2002, 2007, 2012. 2017 and 2020. Introductory reading approved on 06/02/25.

BACKGROUND:

The City of Laredo and AT&T Corp., entered into a five (5) year Bridge License Agreement beginning September 15, 1997 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was $5,000.00 plus a $4.00 per linear foot right-of-way fee, with a five percent (5%) annual increase on the duct fee only. The city approved subsequent five (5) year extensions to years 2002; 2007; 2012, 2017 and 2020. The city and AT&T have agreed to a new five (5) year License, beginning on August 1, 2025 and ending July 21, 2030. The city will receive a duct fee of $40,912.50 and will increase by 5% each year the License is in place. In addition, AT&T will pay an $14.42 linear foot right-of-way fee and will increase by 5% each year. AT&T currently occupies 555.5 linear feet. AT&T has agreed to pay the greater of the amount established by this License or that amount that AT&T, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.

FINANCIAL IMPACT: The city will receive a duct fee of $40,912.50 per duct, and $8010.33 right-of-way fee, with a 5% increase on each anniversary of the commencement date. License and right-of-way fee will be credited to General Fund - Telecommunications License line item #101-0000-311-1060.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
n/a	Staff recommends approval.

ORDINANCE NO. 2025-O-111

AUTHORIZING THE CITY MANAGER TO GRANT A LICENSE, AS ATTACHED HERETO, BY AND BETWEEN THE CITY OF LAREDO, TEXAS, HEREIN DESIGNATED AS "LICENSOR" AND AT&T CORP., A NEW YORK CORPORATION, HEREINAFTER DESIGNATED AS "LICENSEE," DATED JULY 31, 2025, FOR THE USE OF ONE (1) INNERDUCT IN THE JUAREZ LINCOLN BRIDGE AND 555.5 LINEAR FEET OF RIGHT-OF-WAY.

1. **TERM OF THE LICENSE SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, AUGUST 1, 2025 AND TERMINATING AT 12:00 PM, JULY 31, 2030.**
2. **ANNUAL DUCT FEE SHALL BE $40,912.50 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE DUCT FEE, LICENSEE SHALL PAY AN $14.42 LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License, by and between The City of Laredo, Texas, herein designated as "Licensor" and AT&T Corp., a New York Corporation, hereinafter designated as "Licensee," dated August 1, 2025, for the use of one (1) innerduct in the Juarez Lincoln Bridge and 555.5 linear feet of right-of-way.

WHEREAS, AT&T has agreed to pay the greater of the amount established by this license extension or that amount that AT&T , or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff finds that said license extension is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1. The City Manager be and is authorized to grant a License, as attached hereto, by and between The City of Laredo, Texas, herein designated as "Licensor" and AT&T Corp., a New York Corporation, hereinafter designated as

"Licensee," dated August 1, 2025, for the use of one (1) innerduct in the Juarez Lincoln Bridge and 555.5 linear feet of right-of-way.

1. Term of the License Extension shall be for five (5) years commencing on August 1, 2025 and terminating on July 31, 2030.

2. Annual duct fee shall be $40,912.50 and will increase by five percent (5%) every year the License is in place. In addition to the duct fee, Licensee shall pay an $14.42 linear foot right-of-way fee, and will increase by five percent (5%) every year.

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 JUNE 2025.

_____
Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
Mario Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen
City Attorney

BY: _____
Rodolfo Morales, III
Assistant City Attorney

LICENSE

THIS LICENSE, made this 31st day of July, 2025, by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the "Licensor" and AT&T Enterprises, LLC., a New York Corporation AND SUCCESSOR IN INTEREST to **AT&T CORP**, hereinafter designated the "Licensee." Licensor and Licensee may hereafter be referred to collectively as "Parties."

WHEREAS

WHEREAS, In May of 2024, AT&T Corp. through an internal merger, merged into a newly formed entity, AT&T Enterprises, LLC. And by executing this License extension, the City of Laredo accepts the transfer as being in compliance with paragraph 35 of the Existign Agreemetns referenced below; and

WHEREAS, Licensor, to pursuant an Agreement first executed on July 2, 2012 and most recently extended and modified on July 31, 2020 ("Existing Agreements") which granted to Licensee one (1) innerduct (hereinafter referred to as "Existing Duct") in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America hereinafter referred to as Premises; and

WHEREAS, Licensee agrees that it will pay the annual rent on each duct for as long as Licensee is occupying each duct, at the rates agreed to in this Agreement for 2025 Duct Agreement; and

WHEREAS, Licensor seeks to grant Licensee the rights it seeks, including the right to terminate the Existing Agreements on the certification of the Existing Duct being returned as described above; and

WHEREAS, the Parties further agree that they seek to enter into this new License for the "2025 Duct" on the identical terms of the Existing Agreements until those terms would have expired naturally and then on the extension terms that are outlined herein; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOW:

AGREEMENT

1. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant non-exclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America hereinafter referred to as Premises:

> One (1) innerduct ("2025 Duct") in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

3. All Parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

4. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation. Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

5. All Parties further agree the Licensee shall pay for both ducts while Licensee is occupying both ducts. Upon completion of transitioning to the 2020 Duct, License shall be allowed to terminate without penalty and shall not be required to pay the annual rent listed below in Section 6, on the returned Existing Duct.

TERM, RENT AND RENEWAL

5. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00) am on the 1st day of August 2025 and ending eleven fifty nine (11:59) p.m. on the 31st day of July, 2030.

6. Annual Fees: Licensee hereby covenants and agrees to pay both an annual fee per duct plus the annual right-of-way fee (collectively referred to as "Annual Fees") in advance, upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

Year Term Commence on August 1.	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
2025	$40,912.50	555.5'@$14.42=$8,010.33	$48,922.83
2026	$42.958.12	555.5'@$15.14 =$8,410.27	$51,368.39
2027	$45, 106.03	555.5'@$15.90 =$8,832.45	$53,938.48
2028	$47,361.33	555.5'@$16.70 =$9,276.85	$56,638.18
2029	$49,729.40	555.5'@$17.53 =$9,741.30	$59,470.70

a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the state of Texas.

b) The Parties further agree that the Licensee currently occupies five hundred and fifty five and one-half (555.5) linear feet, per Duct. Finally, the Parties agree that unless prohibited by law, the Annual Fee Per Duct and the linear rights-of-way foot fee shall increase by five percent (5%) every year this License is in effect.

c) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

7. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor and without limiting the generality of the foregoing, acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct.

8. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

9. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the direct expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

10. This License may be terminated in whole or in part by Licensee immediately upon given written notice to Licensor of:

a) A required governmental certificate, permit, license or other approval being canceled; or

b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;

c) Licensor breaches a representation or warranty contained in this License.

11. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

a) Terminate this agreement;

b) Demand the removal of the Licensee's cables and equipment; or

c) Revoke the permission granted herein,

neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, including consequential damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person make such claims under the License by reason of such termination, demand, or revocation.

12. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply, except in instances where Licensor is in default of this Agreement. Furthermore, rent shall be owed until Licensee has removed from the bridge all of its equipment.

HOLD OVER STATUS

13. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased by ten percent (10%) for each year of the holdover. Either party, upon three months prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

14. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonable withheld or delayed by Licensor.

15. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

LICENSOR'S OBLIGATIONS TO REPAIR BRIDGE

16. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the

same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

17. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LICENSOR'S LIABILITY

18. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to reasonable indemnify Licensor as provided below against any claims that might arise from such actions.

19. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees, unless such damages are caused by Licensor, its agents, contractors, officers or employees' negligence or intentional acts.

20. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

OPERATIONAL RIGHTS

21. Subject to the approval of the Licensor, which approval shall not be unreasonably held or delayed, Licensee and its employees, servants, agents and contractors shall have the right to escorted ingress and egress without charge to the said bridge and appurtenant buildings twenty-four (24) hours per day, seven (7) days per week. In cases of emergency, Licensee shall use commercially reasonable efforts to notify Licensor of the need to access bridge and appurtenant buildings prior to entering same for the purpose of repairs.

RELEASE/INSURANCE/INDEMNIFICATION

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's willful and intentional act or negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions do not to arise from the willful and intentional act or negligence of Licensor.

24. Licensee, prior to commencing any installation, repair, or maintenance work on the Premises, shall provide a certificate of insurance evidencing that Licensee carries all insurances required herein in amounts no less than those outlined below:

a) Commercial General Liability insurance per ISO form CG 00 01 or equivalent with 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 for products/completed operations must be maintained for a period of two (2) years after the construction work has been completed.

b) Workers Compensation insurance at statutory limits, including Employers Liability coverage with limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-employee/$1,000,000 by disease policy limit.

c) Commercial Automobile Liability insurance at combined single limits of $1,000,000 per accident for bodily injury and property damage, including owned, non-owned, and hired car coverage.

d) Builders Risk coverage as follows:

1) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

2) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

25. With reference to the foregoing insurance requirement, Lessee shall include in applicable insurance policies that:

a) The City of Laredo is an additional insured by endorsement as respects this Agreement with respect to General Liability and Automobile Liability.

b) All required liability policies shall contain no cross-liability exclusions nor insured versus insured restrictions.

c) A waiver of subrogation against The City of Laredo shall be contained in required liability policies.

d) All insurance policies, which include The City of Laredo as an additional insured, and must be endorsed to read as primary coverage regardless of the application of other insurance.

e) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

f) Licensee may maintain reasonable and customary deductibles.

g) Insurance must be purchased from insurers that are rated at least A-VII by AM Best.

26. 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 Licensee's broker authorized to bind coverage on the Licensee's behalf and shall include the required endorsements along with the certificates of insurance.

27. Licensee shall provide at least 30 days advanced written notice to The City of Laredo of any cancellation or non-renewal of any required covered that is not replaced.

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COMPLIANCE WITH LAW

28. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law.

a) "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

30. As the bridge in question is part of an International Border facility with all the risks that are associated therewith, notwithstanding any provision of this License to the contrary, Licensor retains the right to enter upon the licensed property upon twenty-four (24) hours' notice to Licensee, and assuming no obligation to Licensee, to remove any unauthorized improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

DEFAULT AND CURE

31. The following shall be events of default:

a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;

b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within forty-five (45) days after written notice from Licensor specifying the default complained of;

c) Licensee abandons or vacates the Premises without paying annual fees;

d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a forty-five (45) day period, this License may not be terminated if the defaulting party commences action to cure

the default within such forty-five (45) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

1) The amount of the unpaid annual fees accrued through the date of termination;

2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such pervious breach.

SUCCESSOR, ASSIGNS and MISCELLANEOUS

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and endures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A", and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

36. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of Laredo 1102 Bob Bullock Loop Laredo, Texas 78045 Attn: City Attorney and Telecommunications Director
With a copy to:	Gerard Lavery Lederer. Best Best & Krieger 1800 K Street NW, Suite 725 Washington, DC 20006 Gerard.Lederer@BBKlaw.com
If to Licensee:	AT&T Corp Right-of-Way Department 161 Inverness Drive Englewood, CO 80112
With a copy to:	AT&T Services, Inc. Law Department 208 S. Akard Street Dallas, TX 75202 Attention Assistant Vice President – Senior Legal Counsel - Network

AUDIT AUTHORITY

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. INTENTIONALLY OMITTED.

39. INTENTIONALLY OMITTED.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule A; provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property. Other than in the case of an emergency, Licensor shall give the Licensee 45 days prior notice of improvements that impact the operations of Licensee.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors.

a) Licensor agrees to coordinate with Licensee to the extent practicable, but with each party bearing its own costs so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:
THE CITY OF LAREDO, TEXAS, USA

_____

BY: Robert Eads
CITY MANAGER

LICENSEE:
AT&T Enterprises, LLC.

BY: _____
Todd R. Gregory

ATTEST:

_____

BY: MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

_____

BY: DOANH "ZONE" T. NGUYEN

STATE OF TEXAS
COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and said County and State, on this ____ day of _____, 20___, personally appeared _____ to me known to be the identical person who subscribed the name of the City of Laredo to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office of the day and year last above written.

_____
Notary Public

(seal)

STATE OF Arkansas
COUNTY OF Garland

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of May, 2025, personally appeared Todd Gregory, to me known to the identical person who subscribed the name of AT&T Enterprises, LLC to the Foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(seal)

BEATA LEAR
Comm. No. 12374773
NOTARY PUBLIC
My Comm. Exp. 01-14-2030
GARLAND CO., ARKANSAS

Beata Lear
Notary Public

51083.00010\43482480.1

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 9.**

SUBJECT
Authorizing the City Manager to execute a Second Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet/Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing May 3, 2025; with an additional three (3) five (5) year terms. Rent shall increase from $28,197.00 to $35,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION
First amendment approved on March 18, 2019 for additional ground space for the placement of a generator. Introductory reading of this ordinance was approved on 06/02/2025.

BACKGROUND
Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Tenant desires to amend lease to extend the term for an additional four (4) five year terms effective May 3, 2025.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase to $35,000.00 per year commencing on May 3, 2025 and shall thereafter increase by 4% each year.

All other terms and conditions of the Lease remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	101-0000-311-1060
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Rent increase from $28,197.00 to $35,000.00 and credit to General Fund line item 101-0000-311-1060.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("**Second Amendment**') is made effective as of the latter signature date hereof ("**Effective Date**") by and between the City of Laredo ("**Landlord**"), a Texas municipality, and T-Mobile West LLC, a Delaware limited liability company, ("**Tenant**"). Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord, or its predecessor in interest, and Tenant, or its predecessor in interest, entered into that certain Lease Agreement dated May 1, 2000, as amended by that First Amendment to Lease Agreement dated August 27, 2020, (collectively the "**Lease**"), whereby Tenant leases a portion of the real property owned by Landlord (the "**Owned Premises**") such portion being defined and/or described in the Lease (collectively the "**Premises**").

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Signing Bonus**. Within thirty (30) days after the mutual execution of this Second Amendment, Tenant shall pay to Landlord a one-time nonrefundable payment of Ten Thousand and 00/100 Dollars (10,000.00) ("**Signing Bonus**") as reimbursement for the administrative costs and legal fees incurred by Landlord in conjunction with the negotiation and preparation of this Second Amendment. This Signing Bonus is non-reimbursable.

2. **Lease Term Extended**. Commencing on May 3, 2025, the Term of the Lease shall automatically extend for one (1) additional five (5) year term ("**Initial Term**") and shall expire at 11:59 P.M. on the day before the fifth (5^{th}) anniversary. Unless either party gives written notice of its intention not to extend the Lease at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as defined herein), as applicable and then in effect, and provided Tenant is not in default under the Lease, after notice and the expiration of applicable cure periods, the Lease shall automatically be extended upon the expiration of the Initial Term, or then-current Renewal Term, as applicable, for three (3) additional terms of five (5) years each (each a "**Renewal Term**"), subject to all terms and conditions of this Lease. The Initial Term and Renewal Terms shall be collectively known as the "Term."

3. **Base Rent Increase and Escalation**. Commencing on May 3, 2025, the Base Rent (as defined in Section 3(A) of the Lease) payable from Tenant to Landlord is increased to **Thirty-Five Thousand and No/100 Dollars** (**$35,000.00**) per year. Commencing on May 3, 2026, and on each successive annual anniversary thereof, the

Base Rent, as amended herein, shall increase by an amount equal to **four percent** (**4%**) of the then current Base Rent. The increased Base Rent shall be subject to all other remaining applicable terms under the Lease, including, but not limited to, late payment penalties.

4. **Structural Integrity**. Following the expiration of the Initial Term, Landlord shall have the right to terminate this Lease upon one (1) year's prior written notice to Tenant in the event Landlord, in Landlord's sole discretion, determines that any or all of the Antennae Facilities or any other Tenant equipment or activities is compromising the structural integrity of the Water Tower. Tenant shall be required to remove all of its equipment in accordance with the removal and restoration requirements in Section 16 of the Lease.

5. **Assignment and Subleasing**. Section 27 of the Lease is hereby deleted in its entirety and replaced as follows:

   A. This Lease, or the Lease interest of Tenant in the Owned Premises, shall not be assigned by Tenant except with the prior written consent of Landlord which consent may be withheld in the Landlord's sole discretion.

   B. Tenant may, without Landlord's consent but upon at least sixty (60) days prior written notice to Landlord, from time to time assign this Lease in its entirety (i) to any entity which has, directly or indirectly, a fifty-one percent (51%) or greater interest in Tenant (a "**Parent**"), or to any entity in which Tenant or a Parent has a fifty-one percent (51%) or greater interest. Any such assignment shall not be effective unless and until the assignee executes and delivers to Landlord a written assumption of all Tenant's obligations under this Lease.

   C. Tenant shall not sublease the Premises without the advance written consent of Landlord, which consent may be withheld in the Landlord's reasonable discretion. Prior to doing so, Tenant shall submit to Landlord detailed plans and specifications for the proposed sublease for the Landlord's review. In the event that such subtenant requires additional ground space outside of the Premises, it shall enter into a separate Lease with Landlord to do so or this Lease may be amended to provide for such additional space. Landlord may grant or deny such expansion requests in its sole discretion, including conditioning execution of such new or amended agreements on the payment of additional rent.

   D. Any attempted or unauthorized assignment or sublease shall be void and shall be cause for immediate termination of this Lease by Landlord. The acceptance of Base Rent by Landlord from any person other than Tenant or an authorized assignee shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

6. **Insurance**. Section 21 of the Lease is hereby deleted in its entirety and replaced as follows:

A. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any renewal term:

i. Workers' Compensation insurance at statutory limits, including Employers Liability coverage with limits of $1,000,000.00 each accident/$1,000,000.00 by disease each-employee/$1,000,000.00 by disease policy limit;

ii. Commercial General Liability insurance with limits of $1,000,000.00 per-occurrence for bodily injury and property damage and $2,000,000.00 general aggregate including contractual liability, products/completed operations ($1,000,000.00 aggregate). Coverage must be written on an occurrence form;

iii. Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00 each accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles;

iv. "All-risk" property insurance insuring the Tenant's Communications Facility and Tenant's personal property for full replacement costs; and

v. Tenant shall require its Contractors to maintain Builders Risk coverage (if applicable) as follows:

1. All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Landlord responsible for materials.

B. With reference to the foregoing insurance requirement, Tenant shall endorse applicable insurance policies as follows:

i. Landlord shall be included as an additional insured as their interest may appear under this Lease with respect to Commercial General Liability, Commercial Automobile Liability.

ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

iii. A waiver of subrogation in favor of Landlord shall be contained in the Commercial General liability and Commercial Automobile liability policies.

iv. For claims arising from Tenant operations, negligent acts or willful misconduct all insurance policies, which include Landlord as an additional insured, must be endorsed to be primary coverage regardless of the application of other insurance.

v. Unless approved in writing by Landlord, Tenant shall place the required insurance with a current A.M. Best rating of at least A-: VII or better.

vi. Certificates of Insurance shall be prepared and executed by the authorized representative of the insurance companies.

C. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.

D. Tenant shall require any contractors and subcontractors to obtain and maintain substantially the same insurance coverage that is required of Tenant. It is the responsibility of the Tenant to assure compliance with this provision. Landlord accepts no responsibility arising from the conduct, or lack of conduct, of any contractors or subcontractors.

E. Tenant and the Landlord hereby release each other and their respective agents, employees, officers, directors, and partners from, and shall not hold each other liable for, any liability for bodily injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises for claims arising out of or resulting from such party's use and occupancy of the Premises or Owned Premises unless such damage, loss or injury directly results from the gross negligence or willful misconduct of Tenant or Landlord, as applicable .

F. Tenant agrees to indemnify, defend and hold Releasees (i.e. Landlord's property manager, if any, and its agents, employees, officers, directors and partners) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

i. any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, Tenants or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Landlord or its agents or employee;

ii. any gross negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees;

iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Tenant shall not have any liability or responsibility unless caused by the acts or omissions of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees; and

iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

G. Each Party hereby waives any and every claim which arises or which may arise in its favor and against the other Party hereto during the Term for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each Party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation with respect to first party claims. It being the intent of the Parties that each shall look solely to its own insurance to protect itself from loss to its own property.

H. Landlord agrees to indemnify, defend and hold Tenant and its agents, employees, officers, directors and partners harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Tenant occurring during the Term, or during any period of time prior to the Commencement Date arising from:

i. any work or act done in, on or about the Owned Premises or any part thereof at the direction of Landlord, its agents, contractors, subcontractors, servants, employees, tenants or invitees;

ii. any gross negligence or other wrongful act or omission on the part of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees;

iii. any accident, injury or damage to any person or property occurring in, on or about the Owned Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Tenant, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Landlord shall not have any liability or responsibility unless caused by the acts or omissions of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees; and

iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

7. **Holdover**. Section 23 of the Lease is hereby deleted in its entirety and replaced as follows:

"If the Antennae Facilities and Equipment Building or any part thereof is still on the Owned Premises, or Tenant is still conducting any activities or operations on the Owned Premises, or is otherwise using the Owned Premises without a written agreement with Landlord after expiration of the Lease, such possession or use shall be deemed a month-to-month tenancy holdover use under the same terms and conditions of this Lease, except that the Base Rent shall be one hundred fifty percent (150%) of the Base Rent in effect at the expiration of the Lease and shall be payable in advance in monthly installments. Nothing contained herein shall grant Tenant the right to holdover after the expiration of the Lease and notwithstanding the payment of license fees during the holdover period, Landlord shall have the right to require Tenant to vacate the Owned Premises at any time upon thirty (30) days written notice."

8. **Performance Bond.** Within thirty (30) days after the Effective Date of this Second Amendment, Tenant shall obtain a faithful performance bond, in the amount adequate to cover one hundred percent (100%) of the costs to remove the Antennae Facilities and Equipment Building and all other personal property and to restore the Owned Premises as required by this Lease from a bond company duly licensed to do business in California in favor of Landlord (the "Bond"). The Bond shall secure (1) Tenant's removal of its equipment from the Premises following the expiration or earlier termination of the Lease, and (2) the recovery of any unpaid sums duly owed to the Landlord under this Lease. The Bond shall be maintained in force by Tenant

throughout the Term. Tenant agrees to deliver to Landlord a copy of the Bond prior to commencement of construction activities on the Premises (or if the Lease is a renewal for a previously constructed facility, within thirty (30) days after full execution of the Lease). If Tenant fails to timely provide the Bond to Landlord, Landlord may elect to terminate this Lease upon written notice to Tenant. Prior to the commencement of any Renewal Term, Landlord and Tenant shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Tenant shall obtain and maintain in force a Bond for such additional amount the parties mutually determine to be sufficient.

9. Relocation. Tenant acknowledges that the primary purpose of the Owned Premises is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Premises shall be subject to Landlord's paramount rights ("Paramount Rights") to use the real property for any and all current and future uses necessary for Landlord's municipal needs. Tenant understands and agrees that from time to time during the Initial Renewal Term, or any Renewal Term, Landlord may require Tenant to remove and/or relocate all or portions of the Tower and Tenant's Equipment ("Communications Facility") from the Premises temporarily or permanently at Tenant's expense in order for Landlord to exercise its Paramount Rights at the Owned Premises.

A. Temporary Relocations. Landlord shall endeavor to give Tenant at least ninety (90) days prior written notice of the necessity to relocate the Communications Facility for a temporary period, and will use good faith efforts to provide temporary space at the Owned Premises, or another mutually acceptable Landlord location for such temporary relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communications Facility. Tenant acknowledges that in case of emergency (as determined by Landlord in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the Lease shall continue without abatement of the Rent unless Landlord is unable to provide space for temporary relocation and as a result Tenant is required to cease to operate its Communications Facility for a period of more than fourteen (14) days in which event Tenant shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of fourteen (14) days during which Tenant was unable to operate its Communications Facility multiplied by 1/365 of the Rent applicable during such period. Landlord will calculate and refund such abatement amount without interest after the end of the temporary relocation period.

i. At the end of the temporary relocation period, Tenant shall at its cost return the relocated Communications Facility to the Premises, unless the Parties mutually agree that the Communications Facility may remain at the temporary location in which case the Parties shall memorialize such agreement by an

amendment to the Lease. Tenant shall have a right to terminate the Lease upon thirty (30) days prior written notice to Landlord if any temporary relocation exceeds ninety (90) days, or if Landlord requires Tenant to relocate the Communications Facility more than one (1) time during any Renewal Term.

B. Permanent Relocations. Landlord shall give Tenant at least twelve (12) months prior written notice ("Relocation Notice") of the necessity to relocate the Communications Facility or a portion thereof to a new location upon the Owned Premises, and will use good faith efforts to provide another mutually acceptable Landlord location on the Owned Premises for such relocation; provided Tenant is not in default under the Lease beyond all applicable notice and cure periods. Tenant shall be solely responsible at its cost for relocating the Communications Facility and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Communications Facility. Tenant shall have a right to terminate the Lease upon ninety (90) days prior written notice to Landlord if Tenant's relocation of the Communications Facility to the mutually agreeable alternative location on the Property is technically infeasible and Tenant will have twenty-four (24) months following the date Tenant received Landlord's Relocation Notice to relocate the Communications Facility to a location outside of the Owned Premises. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

11. **Signatures Required**. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or Landlord-approved electronic means have the same force and effect as the use of a manual signature.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the later day and year first written below.

"**LANDLORD**"

The City of Laredo

By: _____

Print Name: _____

Its: _____

Date: _____

"**TENANT**"

T-Mobile West LLC, a Delaware limited liability company



By: _____

Print Name: _____

Its: _____

Date: _____

ORDINANCE 2025-O-112

Authorizing the City Manager to execute a First Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("T-Mobile"), as successor in interest to Cook Inlet/Voicestream PCS, LLC., ("Tenant"), dated May 1, 2000 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing May 3, 2025; with an additional three (3) five (5) year terms. Rent shall increase from $28,197.00 to $35,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities.

WHEREAS, Tenant desires to amend the Lease to extend the term for an additional four (4) five (5) year terms effective May 3, 2025.

WHEREAS, Landlord and Tenant agree and acknowledge that Lessee's rent shall increase from $28,197.00 per year to $35,000.00 per year commencing on May 3, 2025 and shall thereafter increase by 4% each year. All other terms and conditions of the Lease remain in full force and effect.

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

Section 1. Authorizing the City Manager to execute a First Amendment to Lease ("Lease") by and between the City of Laredo, a municipal corporation ("Lessor"), and T-Mobile West LLC, a Delaware limited liability company, as successor in interest to Cook Inlet/Voicestream PCS, LLC. ("T-Mobile") ("Tenant"), dated May 1, 2000 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing May 3, 2025; with an additional three (3) five (5) year terms. Rent shall increase from $28,197.00 to $35,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

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 JUNE, 2025.

_____
By: Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
By: Mario Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:

Doanh “Zone” T. Nguyen
CITY ATTORNEY

_____
By: Rodolfo Morales, III
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 06/16/2025	**SUBJECT: FINAL READING ORDINANCE 2025-O-112** Authorizing the City Manager to execute a Second Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet/Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing May 3, 2025; with an additional three (3) five (5) year terms. Rent shall increase from $28,197.00 to $35,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.
INITIATED BY: Steve E. Landin, Assistant City Manager	**STAFF SOURCE:** Jose C. Rivera Information Services & Telecommunications Director
PREVIOUS COUNCIL ACTION: First amendment approved on March 18, 2019 for additional ground space for the placement of a generator. Introductory reading of this ordinance approved on 06/02/2025.	
BACKGROUND: Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Tenant desires to amend lease to extend the term for an additional four (4) five year terms effective May 3, 2025. Landlord and Tenant agree and acknowledge that Tenant's rent shall increase to $35,000.00 per year commencing on May 3, 2025 and shall thereafter increase by 4% each year. All other terms and conditions of the Lease remain in full force and effect.	
FINANCIAL IMPACT: Rent increase from $28,197.00 to $35,000.00 and credit to General Fund line item 101-0000-311-1060.	
COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Staff recommends approval.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 10.**

SUBJECT

An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $1,368,770.00 for the Texas Department of Transportation TASA (Transportation Alternative Set Aside) grant for City improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. The local match will be funded by the Tax Increment Reinvestment Zone #1 (TIRZ No 1). Grant will be allocated in the Capital Grant Fund. Providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Strong

Supporting goal(s)/policy(ies):

- **Goal 6.1** - “Improve access to safe and inclusive mobility options for all people.”

(Viva Laredo Comprehensive Plan, p. 6.6)

Relevance: This infrastructure investment enhances safe pedestrian access downtown and supports inclusive mobility through upgraded sidewalks and lighting.

- **Policy 6.1.1** - “Prioritize the needs of pedestrians and cyclists, especially in Downtown, near schools, and in low-mobility neighborhoods.”

(Viva Laredo Comprehensive Plan, p. 6.7)

Relevance: The improvements take place in the Downtown area and directly support pedestrian mobility, aligning with this policy's priority focus areas.

- **Policy 6.1.4** - “Upgrade sidewalks, pedestrian ramps, lighting, signage, and other amenities in identified pedestrian districts.”

(Viva Laredo Comprehensive Plan, p. 6.8)

Relevance: The project includes sidewalk upgrades, lighting, and markings, fulfilling this policy's directive to invest in pedestrian infrastructure.

- **Policy 8.4.1** - "Encourage public and private investment in Downtown improvements, including streetscape enhancements and infrastructure upgrades."

(Viva Laredo Comprehensive Plan, p. 8.17)

Relevance: This ordinance directly enables coordinated investment in Downtown Laredo infrastructure, a central focus of this economic development goal.

Summary of alignment:

This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **safe, accessible, and inclusive pedestrian infrastructure**-a priority in the Downtown area per **Goal 6.1** and **Policy 6.1.1**. The investment in sidewalks, lighting, landscaping, and utility relocation fulfills directives under **Policy 6.1.4** to modernize pedestrian facilities. Additionally, it advances **Policy 8.4.1**, which calls for public infrastructure investments to catalyze Downtown revitalization. By aligning with federal funding through TxDOT and leveraging local TIRZ funds, the project exemplifies a multi-tiered approach to strategic capital improvement. It intersects broader planning themes of **mobility, sustainability, safety, and economic development**, making this a model project for implementation under the Comprehensive Plan.

PREVIOUS COUNCIL ACTION

On April 22, 2025, City Council approved motion of the City Council of the City of Laredo, Texas, authorizing the City Manager to execute Agreement with the Tax Increment Reinvestment Zone No. 1 Board of Directors, (hereinafter "TIRZ No. I") relating to the design, development and implementation of the Transportation Alternative Set-Aside (TASA) Downtown Safe Sidewalk Improvement Project for Salinas Avenue.

On March 17, 2025, City Council approved a Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager or their designee to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the amount of $1,250,000.00 including federal participation in the amount of $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated direct state cost of $50,000.00 for general administration is included in the AFA No. CSJ-0922-33-226. The required local match is funded from the City of Laredo Tax

Increment Reinvestment Zone No. 1.

BACKGROUND

The Tax Increment Reinvestment Zone (TIRZ) No. 1 had submitted the application for Transportation Alternatives Set-Aside (TASA) funding consideration for the Downtown Safe Sidewalk Improvements project through the Metropolitan Planning Organization (MPO) FY 2022 TASA Call for Projects. The project was selected for funding by the MPO Policy Committee on February 15, 2023. The City of Laredo serves as the local government sponsor for the project. Matching funds will be allocated from the TIRZ No. 1 budget.

COMMITTEE RECOMMENDATION

Approved by TIRZ No. 1 on Tuesday, January 14, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2024 A.C.O.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenues:
State Capital Grant $1,271,270
Downtown Tirz #1 $97,500

Expenses:
Improvements OT Buildings $1,368,770

Docusign Envelope ID: 5EB2159E-4E01-4D6C-A648-E7B6378350D9

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected On and Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Laredo (Local Government), acting through its duly authorized officials.

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 law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Downtown Safe Sidewalk Improvements (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding funding for TASA projects in the TASA Program Call of the Laredo Urban Transportation Study, including Project, and

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **03/17/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of 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 terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of improvements to and reconstruction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation with a purpose to improve pedestrian and non-motorized user safety and accessibility in downtown Laredo. This TASA project includes portions of Salinas Ave. between Iturbide St. and Water St. as shown on Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If 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, Local Government shall

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provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. 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. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. 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.

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
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District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

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. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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.

P. State will not pay interest on any funds provided by Local Government.

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Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. 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 State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be 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;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.

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4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. 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.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of 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.

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A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. 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).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

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the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of 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. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, 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 Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may

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require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government 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, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government,

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if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent 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 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of 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 State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

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Texas Department of Transportation
ATTN: Contract Specialist – TP&D
1617 Bob Bullock Loop
Laredo, TX 78043

All invoicing, payment, and project inquiries must include the following information:

County: Webb
Local Government: City of Laredo
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Highway or Roadway: Salinas Ave.

16. Legal Construction

In case 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.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties 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, Local Government shall furnish State with satisfactory proof of this compliance.

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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 Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to 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

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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), (prohibits 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).

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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 Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of 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. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-

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discrimination in award and administration of DOT-assisted contracts. 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 Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) 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

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, 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 contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by 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

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

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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 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 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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

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. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 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://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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 at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We*

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TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.

D. For each year Project remains open for federal funding expenditures, 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 Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

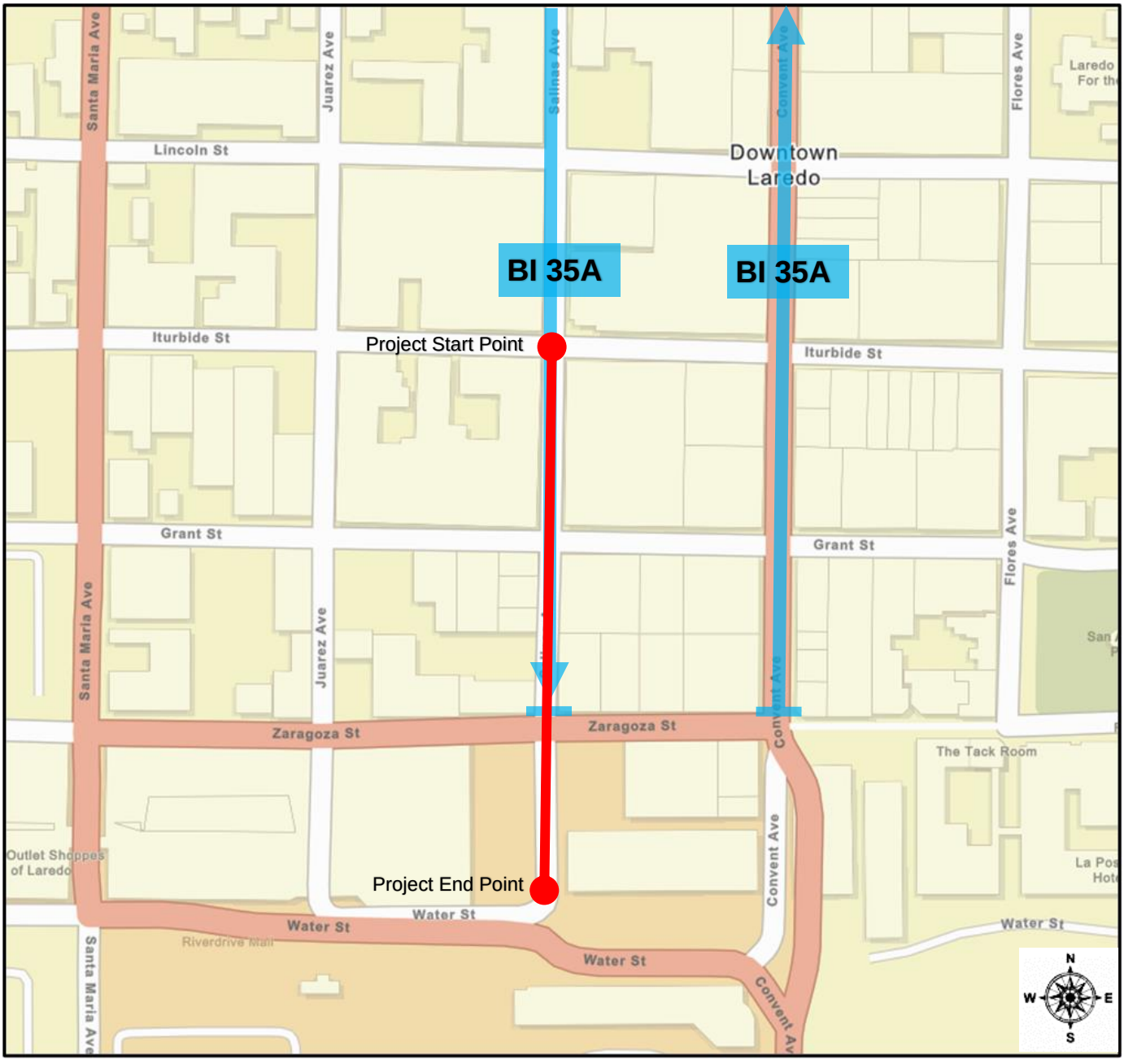
Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6...	Signed by: 8CB2255399FE4BB...
Signature	Signature
Kenneth Stewart	Joseph Neeb
Typed or Printed Name	Typed or Printed Name
Director, Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
4/7/2025	4/7/2025
Date	Date

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ATTACHMENT A
PROJECT LOCATION MAP



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TxDOT:					Federal Highway Administration:	
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District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$225,000	80%	$180,000	16.2%	$36,450	3.8%	$8,550
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$1,000,000.00							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$1,000,000	80%	$800,000	16.2%	$162,000	3.8%	$38,000
Work by LG Subtotal		**$1,225,000**		**$980,000**		**$198,450**		**$46,550**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$25,000	80%	$20,000	16.2%	$4,050	3.8%	$950
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$	$0	0%	$0	0%	$0	0%	$0
Eligible In-Kind Contribution Value	$							

TxDOT:					Federal Highway Administration:	
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Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$25,000**		**$20,000**		**$4,050**		**$950**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$10,000	0%	$0	0%	$0	100%	$10,000
Environmental Cost[1]	$8,000	0%	$0	0%	$0	100%	$8,000
Right of Way[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Utilities[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Construction[2]	$30,000	0%	$0	0%	$0	100%	$30,000
Direct State Costs Subtotal	$50,000	0%	$0	0%	$0	100%	$50,000
Indirect State Cost	$68,770		$0	100%	$68,770		$0
TOTAL PARTICIPATION	$1,368,770		$1,000,000		$271,270		$97,500
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$97,500**

- The estimated total participation by Local Government is $97,500.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $50,000.
- [1]Local Government's first payment of $20,000 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $30,000 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

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Project Name		Downtown Safe Sidewalk Improvements			*AFA Not Used For Research & Development*	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,000,000.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
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District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2025-R-60

AUTHORIZING THE CITY MANAGER THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-226 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF $1,250,000.00 INCLUDING FEDERAL PARTICIPATION IN THE AMOUNT OF $1,000,000.00 AND AN ESTIMATED LOCAL PARTICIPATON IN THE AMOUNT OF $47,500.00 INCLUDING 100% OF OVERRUNS FOR THE CITY IMPROVEMENTS TO AND CONSTRUCTION OF SIDEWALKS, CURB AND GUTTER, CROSS-SURFACE MATERIALS, PAVEMENT MARKINGS, LIGHTING, LANDSCAPING AND SELECT UTILITY RELOCATION ALONG SALINAS AVENUE BETWEEN ITURBIDE STREET AND WATER STREET. IN ADDITION, AN ESTIMATED DIRECT STATE COST OF $50,000.00 FOR GENERAL ADMINISTRATION IS INCLUDED IN THE AFA NO. CSJ-0922-33-226. THE REQUIRED LOCAL MATCH IS FUNDED FROM THE CITY OF LAREDO TAX INCREMENT REINVESTMENT ZONE NO. 1.

WHEREAS, federal law establishes federal funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the final amount of Local Government participation is based on actual costs, therefore the City of Laredo and Tax Increment Reinvestment Zone No. 1 will be responsible for 100% of overruns of project; and

WHEREAS, the required local match of $97,500.00 is funded from Tax Increment Reinvestment Zone No. 1; and

WHEREAS, the Texas Transportation Code, Sections 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires the State and Metropolitan Planning Organizations, (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 49 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 rules and procedures for the Transportation Alternatives Set-Aside Programs (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

Docusign Envelope ID: 5EB2159E-4E01-4D6C-A648-E7B6378350D9

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

WHEREAS, Texas Transportation Commission passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding for TASA projects in the TASA Program call of the Laredo Urban Transportation Study, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this by resolution or ordinance dated _____, 2025, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project location Map, which is attached to and made a part of this Agreement; and

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

Section 1: Authorizing the City Manager to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the estimated amount of $1,250,00.00 including federal participation for $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated Indirect State Cost of $50,000.00 for General Administration is included in the AFA 0922-33-226. Funding is available in Tax Increment Reinvestment Zone No. 1 escrow fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 14th DAY OF March, 2025.

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
NGUYEN, DOANH T. "ZONE"
for CITY ATTORNEY

ORDINANCE NO. 2025-O-109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY2025 CAPITAL GRANT FUND TO APPROPRIATE REVENUES AND EXPENSES IN THE AMOUNT OF $1,368,770.00 FOR THE TEXAS DEPARTMENT OF TRANSPORTATION TASA (TRANSPORTATION ALTERNATIVE SET ASIDE) GRANT FOR CITY IMPROVEMENTS TO AND CONSTRUCTION OF SIDEWALKS, CURB AND GUTTER, CROSS-SURFACE MATERIALS, PAVEMENT MARKINGS, LIGHTING, LANDSCAPING AND SELECT UTILITY RELOCATION ALONG SALINAS AVENUE BETWEEN ITURBIDE STREET AND WATER STREET. THE LOCAL MATCH WILL BE FUNDED BY THE TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ NO 1). GRANT WILL BE ALLOCATED IN THE CAPITAL GRANT FUND. PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo has been awarded a grant from the Texas Department of Transportation (TxDOT) under the Transportation Alternatives Set-Aside (TASA) Program in the amount of $1,368,770.00 for pedestrian and streetscape improvements; and

WHEREAS, the proposed project includes construction and improvements to sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocations along Salinas Avenue from Iturbide Street to Water Street; and

WHEREAS, the local match requirement of the grant will be funded by the City of Laredo Tax Increment Reinvestment Zone No. 1 (TIRZ No. 1); and

WHEREAS, it is necessary to amend the City of Laredo FY2025 Capital Grant Fund to recognize the grant revenue and appropriate the related expenditures;

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

Section 1. The City Manager is hereby authorized to amend the City of Laredo FY2025 Capital Grant Fund by appropriating revenues and expenses in the amount of **$1,368,770.00** for the purpose of funding the TxDOT TASA grant project as described herein.

Section 2. The local match required for this project shall be provided by the Tax Increment Reinvestment Zone No. 1 (TIRZ No. 1) and reflected accordingly in the City's financial records.

Section 3. The funds received shall be allocated within the Capital Grant Fund and expended solely for the purposes described herein.

Section 4. This ordinance shall be cumulative of all provisions of existing ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict, in which case the terms of this ordinance shall control.

Section 5. If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 6. The City Secretary is hereby authorized and directed to cause publication of the caption of this ordinance in the official newspaper as required by law.

Section 7. This ordinance shall become effective immediately upon its passage and publication, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
NGUYEN, DOANH T. "ZONE"
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 11.**

SUBJECT
An Ordinance amending ordinance 2024-O-196 to recognize continuous service for former United Water employees in accordance with the Texas Municipal Retirement System (TMRS) Restricted Prior Service Agreement; To re-open the Voluntary Retiree Incentive Program (VRIP) for 30 days for these employees; To extend the VRIP benefit to those who retired during the original VRIP window; And providing for an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate

Supporting goal(s)/policy(ies):

Policy 7.2.1

“Support healthy living through programs and policies that promote well-being and dignity for all residents, including the aging population.”

(Page 7.23, *Viva Laredo City of Laredo Comprehensive Plan*)

Goal 7.2

“Provide access to services and programs that improve quality of life and support vulnerable populations.”

(Page 7.22, *Viva Laredo City of Laredo Comprehensive Plan*)

Policy 12.2.1

“Establish systems that ensure consistency, transparency, and fairness in implementation.”

(Page 12.5, *Viva Laredo City of Laredo Comprehensive Plan*)

Summary of alignment: This ordinance indirectly aligns with the Viva Laredo Comprehensive Plan by supporting policies that promote equity, health, and well-being for aging employees. By recognizing continuous service for United Water employees and reopening the VRIP window, the City demonstrates a commitment to treating former employees with fairness and dignity-principles consistent with **Goal 7.2** and **Policy 7.2.1**. Furthermore, extending VRIP eligibility and benefits to those previously excluded upholds **Policy 12.2.1**, reinforcing transparency and fairness in policy implementation. While the ordinance does not directly address infrastructure, land use, or economic development, it supports key **public health and equity** themes identified in the plan.

PREVIOUS COUNCIL ACTION

Ordinance 2024-O-196 “establishing a Voluntary Employee Retiree Incentive Program for employees who retire between October 1, 2024 through January 31, 2025 with the exception of employees subject to any Collective Bargaining Agreement providing for a repealing clause, severability clause, and an effective date of October 1, 2024.” was approved by council on September 16, 2024.

BACKGROUND
On September 30, 2002, the City of Laredo transferred certain water utility employees to United Water through privatization. These employees were later reinstated as City employees on May 6, 2005. In coordination with the Texas Municipal Retirement System (TMRS), the City of Laredo granted a Restricted Prior Service credit upon their return, allowing the United Water employment period to count as continuous service for retirement eligibility purposes.

Under Ordinance 2024-0-196, employees must complete 20 years of continuous full-time service with the City to qualify for the Voluntary Retiree Incentive Program (VRIP). The City Council has determined that, for consistency with the TMRS Restricted Prior Service credit, the time spent working at United Water should also be recognized as continuous City service when determining eligibility for the VRIP and associated retiree health insurance benefits.

Additionally, the City Council has decided to reopen the VRIP enrollment period for 30 days and to extend eligibility to individuals who previously retired during the original VRIP window, ensuring fairness and equitable access to the program’s benefits.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends City Council approve this item as presented.

Fiscal Impact

Fiscal Year:	2025
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

ORDINANCE NO. 2025-O-106

AN ORDINANCE AMENDING ORDINANCE 2024-0-196 TO RECOGNIZE CONTINUOUS SERVICE FOR FORMER UNITED WATER EMPLOYEES IN ACCORDANCE WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS) RESTRICTED PRIOR SERVICE AGREEMENT; TO RE-OPEN THE VOLUNTARY RETIREE INCENTIVE PROGRAM (VRIP) FOR 30 DAYS FOR THESE EMPLOYEES; TO EXTEND THE VRIP BENEFIT TO THOSE WHO RETIRED DURING THE ORIGINAL VRIP WINDOW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo previously privatized certain water utility employees to United Water on September 30, 2002 and later returned these employees to City employment; and

WHEREAS, the City of Laredo has established, in coordination with the Texas Municipal Retirement System (TMRS), a **bridge in service** to recognize the United Water employment period as continuous service for retirement eligibility purposes; and

WHEREAS, Ordinance 2024-0-196 currently requires 20 years of continuous full-time employment with the City of Laredo to participate in the Voluntary Retiree Incentive Program (VRIP); and

WHEREAS, the City Council finds it equitable and consistent with the TMRS bridge in service recognition to recognize the United Water employment period as continuous City service for the sole purpose of determining eligibility for the VRIP and related City retiree health insurance benefits; and

WHEREAS, the City Council further finds it appropriate to **re-open the VRIP for a 30-day period** and **extend eligibility to those who already retired within the original VRIP window**, to ensure fairness and full access to the intended benefit.

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

Section 1. Ordinance 2024-0-196 is hereby amended to add the following subsection:

Special Provision for Former United Water Employees:
For employees of the City of Laredo who were privatized to United Water in 2002 and subsequently returned to City employment in 2005, the period of employment with United Water shall be deemed continuous City service for the sole purpose of determining eligibility under the Voluntary Retiree Incentive Program (VRIP), consistent with the Texas Municipal Retirement System's (TMRS) Restricted Prior Service credit in service recognition.

Section 2. Re-opening of VRIP for 30 Days:
The City Council hereby re-opens the VRIP program for a period of 30 calendar days from the effective date of this amendment, solely for the former United Water employees described in Section 1, to allow them to retire and be eligible for VRIP benefits.

Section 3. Extension of VRIP Benefits to Prior Retirees:
The VRIP benefits provided under Ordinance 2024-0-196 shall also be retroactively extended to any of these former United Water employees who retired between October 1, 2024 and amendment of this ordinance, but were previously ineligible for VRIP benefits solely due to the United Water employment period.

Section 4. This recognition of continuous service shall not affect TMRS creditable service calculations, which have already been addressed through TMRS's Restricted Prior Service credit in service program, and is limited to VRIP eligibility and related City-provided retiree health benefits.

Section 5. This Ordinance shall take effect immediately upon its adoption.

Section 6. Severability Clause. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of 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 shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof or provision herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

Section 7. Publication. This ordinance shall be published in accordance with the provisions of the City Charter and state law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 12.**

SUBJECT
An Ordinance accepting and amending the FY 2024-2025 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications in the amount of $430,000.00 to fund the NG911 Program for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata counties, to make a total on the biennium of $7,625,515.00 for the period beginning September 1, 2023 through August 31, 2025.

PREVIOUS COUNCIL ACTION
The City Council held a public hearing and introduced this Ordinance on June 2, 2025.

BACKGROUND
The City of Laredo approved Resolution 2003-R-066, requesting that the Commission on State Emergency Communications designates the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2023 and ending on August 31, 2025.
The Commission on State Emergency Communications (CSEC) has awarded $1,556,243.00 to the City of Laredo 9-1-1 Regional Administration for FY 2024 and awarded $6,069,272.00 for FY 2025 for 9-1-1 Program and Equipment expenses.
This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval Final Reading.

Fiscal Impact

Fiscal Year: 2025

Budgeted Y/N?: N
Source of Funds: State
Account #: 258
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

RCOM25

Fund	Annual Budget	Amendment	Amended Budget
Revenues: 9-1-1 Regional Fund	$5,639,272.00	$430,000.00	$6,069,272.00
Expenditures: 9-1-1 Regional Fund	$5,639,272.00	$430,000.00	$6,069,272.00

ORDINANCE NO. 2025-O-110

ACCEPTING AND AMENDING THE FY 2024-2025 9-1-1 REGIONAL ADMINISTRATION BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES PROVIDED BY THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS IN THE AMOUNT OF $430,000.00 TO FUND THE NG911 PROGRAM FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, TO MAKE A TOTAL ON THE BIENNIUM OF 7,625,515.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2025.

WHEREAS, on September 19, 2022 City Council adopted the 9-1-1 Regional Administration fiscal year 2022-2023 annual budget (RCOM24); and

WHEREAS, on September 18, 2023, City Council adopted the 9-1-1 Regional Administration fiscal year 2023-2024 annual budget (RCOM25); and

WHEREAS, the City of Laredo on September 18, 2023 accepted a grant from the Commission on State Emergency Communications (CSEC) to fund the 9-1-1 Program and Equipment budgets for the South Texas Region for Fiscal Years 2024-2025; and

WHEREAS, the City of Laredo will accept additional funds in the amount of $430,000 from the Commission on State Emergency Communications (CSEC) to fund the NG911 Program budget for the South Texas Region for Fiscal Year 2025; and

WHEREAS, on July 26, 2023, the Commission on State Emergency Communications approved the FY 2024 and FY 2025 Strategic Plan for South Texas 9-1-1 Region, as administered by the City of Laredo; and

WHEREAS, the Strategic Plan authorizes expenses for all administrative, program, and capital budgets for the South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties; and

WHEREAS, the City Council held a public hearing and introduced this Ordinance on June 2, 2025.

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

Section 1:

The City of Laredo 9-1-1 Regional Administration will accept and amend a grant from the Commission on State Emergency Communications to fund 9-1-1 program and equipment budgets in order to administer the 9-1-1 Service Program in the South Texas Region.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
Mario I. Maldonado
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

_____
Doanh "Zone" T. Nguyen
CITY ATTORNEY

ATTACHMENT "A" - Method of Finance
2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

2024						
Method of Finance	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2024 Total**
9-1-1 Service Fees	$ -	$ 1,067,714	$ -	$ -	$ -	**$ 1,067,714**
CSEC 9-1-1 Equalization Surcharge	$ -	$ -	$ -	$ -	$ -	**$ -**
General Revenue	$ -	$ -	$ -	$ -	$ -	**$ -**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ 488,529	$ -	$ -	**$ 488,529**
2024 Total	**$ -**	**$ 1,067,714**	**$ 488,529**	**$ -**	**$ -**	**$ 1,556,243**

Commission Meeting Approved Budget	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2024 Total**
2023 - Jul: Original Budget	$ -	$ 2,232,110	$ 390,364	$ 141,000	$ -	$ 2,763,474
2023 - Sep	$ -	$ -	$ -	$ -	$ 274,854	$ 274,854
2024 - May	$ -	$ -	$ 98,165	$ 1,500,000	$ -	$ 1,598,165
2024 - Dec UB	$ -	$ (1,164,396)	$ -	$ (1,641,000)	$ (274,854)	$ (3,080,250)
2024 Total	**$ -**	**$ 1,067,714**	**$ 488,529**	**$ -**	**$ -**	**$ 1,556,243**

With my signature on page two, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

ATTACHMENT "A" - Method of Finance
2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

2025						
Method of Finance	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2025 Total**
9-1-1 Service Fees	$ -	$ 3,533,366	$ -	$ 141,000	$ -	**$ 3,674,366**
CSEC 9-1-1 Equalization Surcharge	$ -	$ 190,052	$ -	$ -	$ -	**$ 190,052**
General Revenue	$ -	$ -	$ -	$ 1,500,000	$ -	**$ 1,500,000**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ 430,000	$ -	$ 274,854	**$ 704,854**
2025 Total	**$ -**	**$ 3,723,418**	**$ 430,000**	**$ 1,641,000**	**$ 274,854**	**$ 6,069,272**

Commission Meeting Approved Budget	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2025 Total**
2023 - Jul: Original Budget	$ -	$ 2,559,022	$ -	$ -	$ -	$ 2,559,022
2024 - Dec UB	$ -	$ 1,164,396	$ -	$ 1,641,000	$ 274,854	$ 3,080,250
2025 - Mar	$ -	$ -	$ 430,000	$ -	$ -	$ 430,000
2025 Total	**$ -**	**$ 3,723,418**	**$ 430,000**	**$ 1,641,000**	**$ 274,854**	**$ 6,069,272**

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

Andrew Friedrichs

Andrew Friedrichs, Executive Director - CSEC

4/3/2025

Date

Joseph Neeb, City Manager - South Texas Development Council - City of Laredo

Date

City of Laredo

City Council

Meeting Date: 6/16/2025 **Final Readings 13.**

SUBJECT
Amending Chapter 18, Article V, of the City of Laredo Code of Ordinances to change the title of Article V to "Certificate of Occupancy," to establish policies and procedures for the issuance, maintenance, and historical record keeping of certificates of occupancy within the City of Laredo; and establish a framework for addressing missing certificates of occupancy for long-standing business and properties to ensure regulatory compliance and public safety while minimizing undue burdens on property owners; and adding Section 18-27 entitled "Record Keeping and Reinstatement Process;" providing that the ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on June 2, 2025.

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
NA

STAFF RECOMMENDATION

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
NA

ORDINANCE NO. 2025-O-113

AMENDING CHAPTER 18, ARTICLE V, OF THE CITY OF LAREDO CODE OF ORDINANCES TO CHANGE THE TITLE OF ARTICLE V TO "CERTIFICATE OF OCCUPANCY," TO ESTABLISH POLICIES AND PROCEDURES FOR THE ISSUANCE, MAINTENANCE, AND HISTORICAL RECORD KEEPING OF CERTIFICATES OF OCCUPANCY WITHIN THE CITY OF LAREDO; AND ESTABLISH A FRAMEWORK FOR ADDRESSING MISSING CERTIFICATES OF OCCUPANCY FOR LONG-STANDING BUSINESS AND PROPERTIES TO ENSURE REGULATORY COMPLIANCE AND PUBLIC SAFETY WHILE MINIMIZING UNDUE BURDENS ON PROPERTY OWNERS; AND ADDING SECTION 18-27 ENTITLED "RECORD KEEPING AMD REINSTATEMENT PROCESS;" PROVIDING THAT THE ORDINANCE SHALL BE CUMULATIVE, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Laredo Code of Ordinances regulates and requires all businesses to have a certificate of occupancy to conduct business within the City of Laredo; and,

WHEREAS, the City will establish policies and procedures for the issuance, maintenance, and historical recordkeeping of certificates of occupancy within the City of Laredo; and,

WHEREAS, the City will establish a framework for addressing missing certificates of occupancy for long-standing businesses and properties to ensure regulatory compliance and public safety while minimizing undue burdens on property owners; and,

WHEREAS, the City of Laredo, in order to assist property owners and/or business owners, deems it necessary to establish an archival system for the purpose of safeguarding and indexing current and legacy Certificates of Occupancy.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 18, Article V is hereby amended as follows:

ARTICLE V. — ~~REGULATION FOR NEW BUSINESS REGISTRATION~~ *CERTIFICATE OF OCCUPANCY*

Sec. 18-27 Record keeping and reinstatement process

(1) Record Keeping of Certificates of Occupancy:

a. The City shall create and maintain a digital "Building Master Record" in order to maintain, index, and safeguard all Certificates of Occupancy (COs) issued, ensuring

accessibility and historical preservation in compliance with Title 13 Texas Administrative Code § 7.125.

(2) Certificates of Occupancy Reinstatement Process:

a. Property owners and/or business owners who have misplaced their Certificate of Occupancy, or for which no records exist with the City of Laredo, the following shall apply:

i) Property owners must submit a notarized affidavit in a form provided by the City of Laredo attesting that the structure and/or business has been continuously occupied and or in operation since August 2, 1983.

ii) Should the structure and/or business be located within a tract of land annexed by the City of Laredo after August 2, 1983, property owner must submit a notarized affidavit in a form provided by the City of Laredo attesting that the structure and/or business has been continuously occupied and or in operation prior to the date of annexation.

iii) Property owner must provide proof of historical occupancy through the following support documentation including but not limited to:

(1) Utility bills from the City of Laredo Water Utilities Department evidencing long-term service at the site;

(2) Property tax records/appraisal cards from the Webb County Appraisal District evidencing consistent use;

(3) Lease agreements, mortgage records, or state-issued business licenses;

(4) Other governmental documentation demonstrating historical use.

iv) Issuance of an Amnesty Certificate of Occupancy:

(1) If all requirements are met, the City may issue an Amnesty Certificate of Occupancy documenting the legal use of the structure.

(2) The CO shall be entered in the City's "Building Master Record."

(3) Compliance with Historical and Current Building Codes:

a. Buildings legally constructed under previous codes shall remain compliant with the standards in place at the time of construction unless modifications trigger compliance with current codes.

b. If the use of a building changes, the property must comply with the current building codes applicable to the new use.

c. Major renovations, structural changes, or expansions will require compliance with the current existing building code in the affected areas.

d. In the event that the building fails to meet compliance standards, an initial inspection will be carried out by the Building Division and the Fire Department. A written report detailing the necessary actions to achieve compliance with building codes will be issued. All required building permits must be secured prior to commencing the work, which is to be completed within 90 days unless an extension is granted. Final inspections will be performed to verify compliance.

(4) Enforcement and Compliance:

a. Any property found to be operating without a valid CO and without sufficient proof of historical occupancy shall be required to apply for a new CO in accordance with current codes and City regulations.

b. Failure to comply with this article may result in enforcement actions in accordance with City regulations.

(5) Implementation and Review:

a. The Building Development Services Division shall oversee the implementation of this article.

b. The policy shall be reviewed periodically to ensure alignment with state regulations and best practices.

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 immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 14.**

SUBJECT
Discussion with possible action to consider a hearing pursuant to 212.904 of the Texas Local Government Code requested by Craig Lawrence, through his attorney, as it relates to the development of the property located at 4302 E. Saunders.

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

City Council

Meeting Date: 6/16/2025 **Consent Agenda 15.**

SUBJECT
Consideration to approve a final contract amount increase with the Webb County Elections Office / Administrator in the amount of $57,473.27 for conducting the Bond Election in the City of Laredo on May 3, 2025, including early voting from April 22, 2025 through April 29, 2025. The original estimated contract amount between the City of Laredo and Webb County Elections Office / Administrator was $140,105.37. The final contract amount is $197,578.64.

PREVIOUS COUNCIL ACTION
On February 11, 2025, City Council authorized the City Manager to enter into contract in the estimated amount of $140,105.37 with the Webb County Elections Office / Administrator for the purpose of conducting a Bond Referendum Election in the City of Laredo on May 3, 2025, including early voting from April 22, 2025 through April 29, 2025.

BACKGROUND
On February 25, 2025, the City of Laredo paid an advance payment of $112,084.30 to the Webb County Elections Office / Administrator as agreed to on the estimated contract approved by City Council on February 11, 2025. The pending amount to be paid to the Webb County Elections Office / Administrator is $28,021.07 approved on the original estimated contract and the additional $57,473.27 being charged on the Final Election Contract. Total final contract amount with the Webb County Elections Office / Administrator is $197,578.64.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this final contract amount increase.

Fiscal Impact

Fiscal Year:	2024 - 2025
Budgeted Y/N?:	Yes
Source of Funds:	City Secretary Office Election Services
Account #:	101-1720-513-5596
Change Order: Exceeds 25% Y/N:	Yes (41%)

FINANCIAL IMPACT:
Funds are available in the City Secretary Office Election Services Fund.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 16.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to execute all necessary documents to purchase the “surface only” for 1218 Matamoros Street as per legal description of E3’ of S49.6’ of 1; W3.5’ of E6.5’ of S11’-1; W9.95’ of S49.6’ of 2, Block 73, Western Division, Laredo, Texas 78040 for the total amount of $97,000.00 plus closing costs; providing for an effective date. Funding is available through the 2015 Certificate of Obligation.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate - Indirectly supports or contributes to the intent of a verbatim goal or policy.
Supporting goal(s)/policy(ies):

- **Goal 3.2 - Revitalize Downtown and Inner City Neighborhoods**

“Encourage infill and redevelopment in Downtown and the Inner City area to support a vibrant, walkable, and mixed-use district.”

(Viva Laredo Comprehensive Plan, p. 3.12)

Relevance: The acquisition of property at 1218 Matamoros Street-a centrally located parcel-represents a step toward enabling future redevelopment opportunities in Downtown Laredo. Such acquisitions can facilitate public or mixed-use developments that align with the revitalization objective.

- **Policy 3.2.2 - Facilitate infill development and redevelopment in the Inner City and Downtown**

“Provide infrastructure, regulatory incentives, and/or direct public investment to support infill development and redevelopment in Downtown and the Inner City.”

(Viva Laredo Comprehensive Plan, p. 3.12)

Relevance: This purchase represents a direct public investment in the Inner City area, which could enable future infill development aligned with the City’s revitalization priorities.

Summary of alignment:
This resolution to purchase the surface rights to 1218 Matamoros Street indirectly supports the Viva Laredo Comprehensive Plan’s goals for downtown and inner-city revitalization. The acquisition enables potential alignment with Goals 3.2 and Policy 3.2.2, which emphasize strategic public investment and support for infill development. This action contributes to broader themes of urban revitalization, potential economic development, and sustainability through the reuse of underutilized urban land.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval.

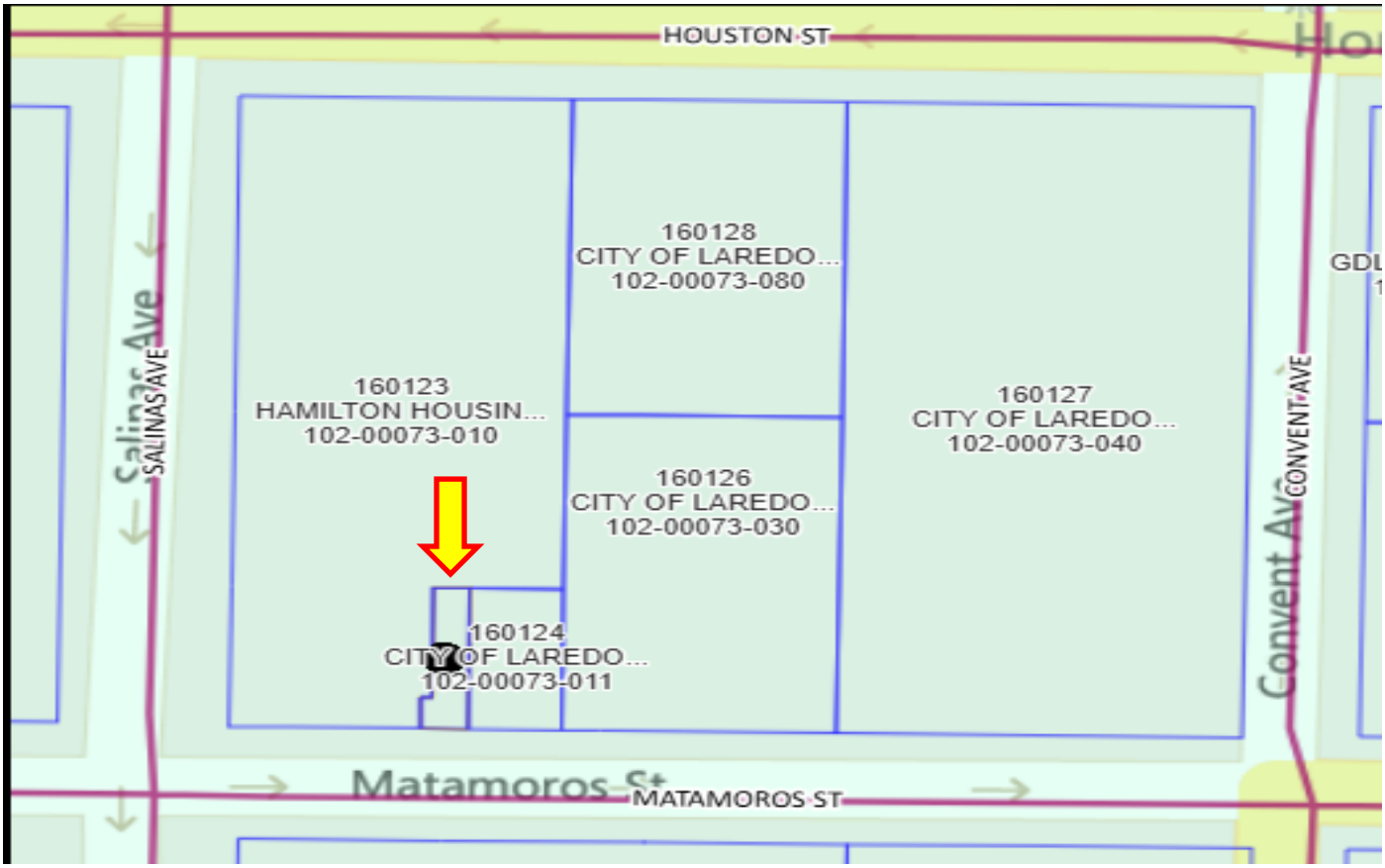
Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	469-9810-535-9101
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funds are available from project LA2502.



All block is owned by the City of Laredo except, 1218 Matamoros, Beauty Salon, owned by Susana Serna.



RESOLUTION NO. 2025-R-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO PURCHASE THE "SURFACE ONLY" FOR PROPERTY 1218 MATAMOROS STREET, AS PER LEGAL DESCRIPTION OF E3' OF S49.6' OF 1; W3.5' OF E6.5' OF S11'-1; W9.95' OF S49.6' OF 2 BLOCK 73, WESTERN DIVISION, LAREDO, TEXAS 78040 FOR THE TOTAL AMOUNT OF $97,000 PLUS ALL CLOSING COSTS; PROVIDING FOR AN EFFECTIVE DATE. FUNDING IS AVAILABLE THROUGH THE 2015 CERTIFICATE OF OBLIGATION ISSUE.

WHEREAS, the City of Laredo needs to proceed with the acquisition of property 1218 Matamoros Street and;

WHEREAS, it is in the best interest of the City of Laredo to purchase property;

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

A. The City of Laredo hereby accepts to purchase the "surface only" 1218 Matamoros Street for the total amount of $97,000 plus closing costs.

B. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE ____ DAY OF _____, 2025.

_____
Dr. Victor D. Treviño
MAYOR

ATTEST:

_____
Mario I. Maldonado Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: _____
Rodolfo Morales III
Assistant City Attorney

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 17.**

SUBJECT
Consideration for approval to award a contract to CGS Premier, LLC, in the amount of $147,315.00 utilizing GSA Cooperative Contract# 47QMCA21D000U for the purchase of a Ford Transit, Laredo Tourism Van for promotional use by the Laredo Convention and Visitors Bureau. Funding is available in the Convention and Visitors Bureau budget.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Convention and Visitors Bureau (CVB) seeks to enhance its marketing and outreach efforts through the acquisition of a mobile unit that will serve as a traveling information and promotional center. This Ford Transit Van will be used at tourism-related events, trade shows, community festivals, and other outreach opportunities both within and outside the City of Laredo.
CGS Premier, a company specializing in custom-built mobile units for promotional and marketing purposes, has provided a proposal for a fully equipped unit at a total cost of $147,315.00 utilizing GSA Cooperative Contract# 47QMCA21D000U. The procurement complies with applicable purchasing procedures.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff strongly recommends approval of this item. The acquisition of a mobile promotional unit is a forward-thinking initiative that will significantly enhance the City's ability to promote tourism, increase destination awareness, and engage with broader audiences in a dynamic and impactful way. This investment aligns with the CVB strategic goals of expanding tourism and its economic impact to the community.

Fiscal Impact

Fiscal Year:	2024-2024
Budgeted Y/N?:	Y
Source of Funds:	Convention & Visitors Bureau
Account #:	250.5315.555.9004
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding for this purchase is available and budgeted in the CVB's FY 2024-2025 budget. Unit at a total cost of $147,315.00

An official website of the United States government Here's how you know

Contractor Information

(Vendors) How to change your company information

Contract #: 47QMCA21D000U
Contractor: CGS PREMIER, INC.
Address: S64 W15586 COMMERCE CENTER PARKW
MUSKEGO, WI 53150
Call: 262-641-7414
Email: john@cgspremier.com
Web Address: http://cgspremier.com
SAM UEI: MH77CSEBJLR1
NAICS: 336112

Socio-Economic : Small Business

Current Option Period End Date : Jul 7, 2026
Ultimate Contract End Date : Jul 7, 2041

Govt. POC:
Angela K Romano
202-969-7821
angela.romano@gsa.gov

Terms & Conditions + Price List

Contract Clauses/Exceptions:
View the specifics for this contract

EPLS : Contractor not found on the Excluded Parties List System

Source	Title	Contract Number	Terms & Conditions / Price List	Current Option Period End Date	Ultimate Contract End Date	Category	View Catalog
MAS	Multiple Award Schedule	47QMCA21D000U	Terms & Conditions + Price List	Jul 7, 2026	Jul 7, 2041	3361V	GSA Advantage!

GSA elibrary.gsa.gov
An official website of the General Services Administration

Accessibility statement Privacy policy

FOIA requests

SAL5-V4-3/15/21

Date:	2/18/2025
Company:	City of Laredo
Attn:	Joel Vazquez
Program Name:	Laredo Tourism Van
Job#	TBD

Laredo Tourism Van- GSA Contract #47QMCA21D000U

		Unit Price		Unit Total
1	**Vehicle-** CGS to provide a new high roof Ford Transit Van and prep the unit for the buildout.			
2	**Interior Finish-** Along the passenger side wall only CGS to install plywood with white enamel installed on surface. Over the enamel we will install metal grating for brochure holders. The other interior walls, ceiling and floor will be left the same material			
3	**Windows-** CGS to cut out 2 windows along the driver side of the vehicle and reinforce as needed. One of the openings will be used for a shadow box where CGS will install a customer supplied television with the other window being an area for people to interact with staff. Both of the windows will have an aluminum flip up door on shocks.			
4	**Electrical-** Installation of wiring for the TV and LED lighting interior lighting that will be installed. The electrical will be run off of the transit battery.			
5	**Graphics-** CGS to set-up, print, finish, and install show quality Avery Graphics wrap on the exterior of the van. Graphics tucked and layered where required. Choice of matte, gloss or luster laminate.			
6	Job management, Production coordination, Set up, Testing			
7	Estimating, Administration, Purchasing			
8	Overhead, Insurance, Training, Tech support and Templates			
	Base Total			**$113,900.00**
	Approved Options			
9	**Marquee-** Custom fabrication of a marquee with non lit dimensional letters similar to what is on the Dallas Tourism Van.			$11,245.00
10	**Fans-** CGS to supply and install 2 interior electric fans and wiring to them			$1,970.00
11	**Cabinet-** CGS to provide a base 4' cabinet with two doors for storing handout and souveniers. The cabinet will have a wood counter top.			$2,400.00
12	**Electric Actuator-** CGS to provide an electric actuator for the marquee so that your team can raise and lower the marquee with a push of a button and not need to go on a ladder to lower.			$7,450.00
13	**Shorepower Inlet-** CGS to provide a shorepower inlet and 1000 W inverter so that the electrical can be run off of a portable generator.			$4,600.00
14	**Additional Outlets-** CGS to install 2 additional power outlets in the van.			$950.00
15	**Sound System-** Supply and installation of an exterior sound system. The sound system will have 2 exterior mounted speakers that will need to be installed once at your event site. On the interior you will have a mixer, amplifier and a wireless microphone			$4,800.00
	Total Estimated Cost			**$147,315.00**

All sales and services are subject to the CGS Premier, Inc. Terms and Conditions

Payment terms: 50% down payment due at time of signed scope of work with the balance due upon completion (note...a delay in down payment may result in a delay in completion)

CGS to provide a detailed timeline upon the receipt of this signed scope of work outlining key dates in order to keep this project on track for an on time completion.

Pricing is valid for 7 Days

Additional elements not included in the above estimate:
- Artwork or file manipulation.
- Customer alterations or additions.
- Overtime needed to complete based on delays in the approved timeline or a change in the completion date.
- Applicable sales tax (5.1%), permitting or engineering stamps
- Shipping

Accepted By: _____

Date: _____

Thank you for this opportunity!

CGS Premier S64W15586 Commerce Center Parkway Muskego, WI 53150 Phone 262-641-7414 Fax 262-641-7420

City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 18.**

A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo Clear Choice ., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The five (5) year agreement obligates the Company to invest an aggregate estimated amount of $14,000,000 for the expansion to a Micro Hospital and create at least 36 new full-time permanent jobs.

PREVIOUS COUNCIL ACTION
During the April 21, 2025 City Council Meeting in Executive Session, the Economic Development Department presented a recommendation to consider an incentive program for the expansion of their current location. Council recommended to move forward with negotiations for an incentive agreement pursuant to Chapter 380 of the Texas Government Code.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends approval of this Resolution.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
No financial impact until 2027.

RESOLUTION NO. 2025-R-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF LAREDO AND CLEAR CHOICE ER, LLC., PURSUANT TO AN ECONOMIC DEVELOPMENT INCENTIVE UNDER CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELEVANT DOCUMENTS, AND ANY OTHER MATTERS INCIDENT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION. THE TEN (10) YEAR AGREEMENT OBLIGATES CLEAR CHOICE ER, LLC., PURSUANT TO AN ECONOMIC DEVELOPMENT INCENTIVE TO INVEST AN ESTIMATED AMOUNT OF APPROXIMATELY $14,000,000 FOR LAND ACQUISITION AND EXPANSION OF CLEAR CHOICE EMERGENCY ROOM AND CREATE AT LEAST THIRTYSIX (36) FULL-TIME PERMANENT JOBS. REBATES WILL BE BASED ON PERFORMANCE AND ANNUAL COMPLIANCE.

This Chapter 380 Economic Development Program ("Agreement") is made and entered into by and between the **CITY OF LAREDO ("CITY)** a Texas home-rule municipal corporation and **CLEAR CHOICE ER, LLC. ("COMPANY")**, a corporation authorized to do business in Texas, for the purposes and considerations stated below:

WHEREAS, under Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code ("Chapter 380") the governing body of a municipality may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality and thereby advancing the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, or expanding transportation or commerce in the state; and

WHEREAS, the City has identified lawfully available funds from which it may make grant payments annually to the Company in the form of rebates, and to which amounts are based on the Company's City of Laredo real property and personal property taxes and local sales and use tax as determined in accordance with the Agreement; and

WHEREAS, the Company desires to expand its current Emergency Room located at 7105 N. Bartlett Ave. within the City's corporate limits ("Property"); and

WHEREAS, the Company expects to invest approximately $14,000,000 in improvements for an expansion project, which includes costs for acquisition, improvements and equipment; and

WHEREAS, the City finds that the goals of the Viva Laredo Plan and Chapter 380 will be met by assisting the Developer in undertaking and completing the Project and has identified economic development tools for use in carrying out this purpose; and

WHEREAS, over the term of the Agreement, the project is expected to generate ant lease thirty-six (36) full-time permanent jobs with a minimum wage in addition to temporary full-time jobs during the redevelopment phase of the project; and

WHEREAS, the parties agree that all conditions precedent for the Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law;

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

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. CHAPTER 380 PROGRAM. The agreement attached hereto as Exhibit A and incorporated by reference as setout in full**,** is hereby adopted as an Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.

SECTION 3. AUTHORIZATION. The City Manager for the City of Laredo is hereby authorized to execute the Agreement, and to execute all documents necessary to accomplish the purpose of this Resolution and administer the Program adopted hereby, provided said Agreement is first fully executed by a duly authorized representative of the Company.

SECTION 4. OPEN MEETING. It is hereby found and determined that the meeting at which this Resolution as passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its adoption.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2025.

DR. VICTOR D. TREVINO
MAYOR, CITY OF LAREDO

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

STATE OF TEXAS §
§
COUNTY OF WEBB §

EXHIBIT A

CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND CLEAR CHOICE HOSPITAL, LLC.

This Chapter 380 Economic Development AMENDED Grant Agreement (the "Agreement") is made and entered into by and between the **CITY OF LAREDO**, a municipal corporation of the State of Texas, (the "City"), acting by and through its City Manager or his designee and **CLEAR CHOICE HOSPITAL, LLC**, a limited liability company registered to transact business in the State of Texas, (the "Company"), acting by and through its duly authorized officers. The City and the Company may be individually referred to as a "Party" and jointly as the "Parties."

ARTICLE I
RECITALS

The recitals set forth in City Council Resolution **No 2025-R-150** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. **AUTHORITY**. This Agreement is entered into pursuant to:

A. Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code; Title 12, Subtitle A.

B. City Council Resolution **No. 2025-R-150** which specifically and originally approved this Agreement.

2. **TERM**. This Amended Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The Company's eligibility for Grant Payments (hereinafter defined) shall be limited to five (5) consecutive years (the "Grant Period") within the term of the Agreement.

DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

3. **AGREEMENT**. The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits attached to this Agreement.

4. **BUSINESS PERSONAL PROPERTY**. The words "Business Personal Property" mean any taxable tangible personal property that is (i) subject to ad valorem taxation by the City; (ii) is legally considered to be located on the Facility (as the term is defined below) and used in operation of the

business; (iii) was not located on the Facility prior to the effective date of this agreement; and (iv) is owned or leased by the Company.

5. **CITY**. The word "City" means the City of Laredo, Texas.

6. **COMPANY**. The word "Company" means Clear Choice Hospital, LLC.

7. **FACILITY**. The word "Facility" means the estimated added expansion of the current facility located at 7105 Bartlett Ave of 23,000 square feet to its acute care general hospital in Laredo, Texas to be constructed by the Company on the below-defined Site.

8. **FULL-TIME JOBS**. A "Full Time Job" means a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations or for the entire time the position has been in existence (if less than one calendar year), and with benefits substantially equivalent to other regular employees of the Company and that satisfies the requirements set forth in Article III, hereof.

9. **EMPLOYMENT RECORDS**. Means records reasonably necessary to verify employment and compensation levels during any Operational Year. These records include, but are not limited to, Employer' s Quarterly Federal Tax Returns (IRS Form 941), Texas Employment Commission Employer's Quarterly Reports, Employer' s Annual Tax Returns (IRS Form 940- EZ), Employee list, employment status, etc. COMPANY will not be required to disclose any performance review records or any other materials that are subject to nondisclosure requirements. To the extent authorized by Texas law, CITY and the COMPANY will keep the Employee records confidential

10. **PROJECT**. The word "Project" means (i) the Facility and related improvements (collectively, the "Improvements") to be constructed by the Company on the Site, (ii) the Site described below on which the Improvements are to be constructed; and (iii) the Business Personal Property to be installed or located at the Facility to support the operation.

11. **GRANT PAYMENT**. The words "Grant Payment" mean a payment from the City to the Company on a yearly basis based on real property city taxes and business personal property taxes on the terms of this agreement so long as the Company is able to meet the minimum criteria regarding the number of new permanent full-time jobs, benefits, minimum improvement valuation and submits the yearly annual certification.

12. **GRANT PERIOD**. The words "Grant Period" mean the period beginning on January 1 of Year 1 (hereinafter defined and continuing for five (5) years during which the Company is eligible to receive Grant Payments from the City.

13. **SITE**. The word "Site" means the real property upon which the Improvements are to be constructed, located at **7105 N Bartlett Ave.** in the City, and more particularly described on **Exhibit A.5 and** attached hereto and incorporated herein by reference.

14. **Year 1**. The words "Year 1" shall mean the calendar year immediately following the earlier of the year in which (a) the Project is completed or (b) the Company has received a Certificate of Occupancy and has placed the Project into service or operation, but in no case shall Year 1 begin later than June 30, 2027.

ARTICLE III
PROJECT REQUIREMENTS

COMPANY'S OBLIGATIONS. The obligation of the City to provide the Grant Payments to the Company shall be conditioned upon the Company's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

1. The Company will invest the aggregate estimated amount of approximately fourteen million dollars ($14,000,000) (the "Project Investment") towards the construction and completion of the Project. The approximate capital costs for the Project is **fourteen million dollars ($14,000,000) for the expansion of the current free-standing emergency room to a micro hospital.** If Company fails to make Project Investment of at least $14,000,000 (Fourteen Million Dollars) towards property improvements, Company shall not be deemed to be in default under this Agreement, but the amount of the Grant may be reduced proportionately based on the amount by which the Project Investment is less.

A. Any Project Investment condition that has been met for any Year will continue to be met throughout the term of Grant Period for such Project Investment condition for so long as the Total Taxable Assessed Value of the Project does not decrease by more than twenty percent (20%) after the initial satisfaction of the Investment Condition for Year 1, which (notwithstanding any provision in this Agreement to the contrary) Total Taxable Assessed Value for any year may include the increases in the "assessed value" for such year the capital investment necessary for the replacement of Business Personal Property.

The term "Total Taxable Assessed Value" for a particular tax year means the "assessed value" by Webb County Appraisal District (within the meaning of Chapter 26 of the Texas Tax Code) for property tax purposes, of the land, improvements and personal property on the property for such tax year.

B. The Company shall own the Site by no later than January 1, 2026, if not already procured and owned by the company at the time of application. The Company shall either provide proof of ownership document to the City within thirty (30) days after purchase has been executed, or within thirty (30) days of application if Company already owns the property.

C. The Company will create and then maintain no less than the following aggregate number of new Full-Time Jobs at the Project during each year of the Grant Period (each, an "Employment Condition") to achieve compliance. **See Exhibit A.1** The Company's compliance is accepted if it adds more jobs per year than required and achieves the cumulative or total number sooner than projected, however, the minimal cumulative levels must be maintained throughout the Grant Period.

Exhibit A.1 - Jobs Table

	New Full-Time Jobs	Cumulative Full-Time Jobs (by Oct. 1 of Each Year)
Year 1	20	20
Year 2	8	28
Year 3	5	33
Year 4	2	35

Year 5	~~**1**~~	**36**

D. The Company, following completion of the Project and commencement of operations, shall provide that all new employees filling a Full-Time Job as part of this project will be entitled to health insurance, sick and vacation/paid time off, workers compensation or occupational hazard insurance and that some benefits will be accessible to the employees' dependents throughout the term of this Agreement. The Parties agree that the benefits described in **Exhibit A.2** satisfy the Employment Conditions.

Exhibit A.2 - Benefits

Benefits	**Cumulative Full-Time Jobs (by Oct. 1 of Each Year) Receiving Benefits**				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Medical	~~**20**~~	~~**28**~~	~~**33**~~	~~**35**~~	**36**
Workers Compensation	~~**20**~~	~~**28**~~	~~**33**~~	~~**35**~~	**36**

E. The Company, following completion of the Project and commencement of operations, shall provide that all employees filling a new Full-Time Job will be paid at a minimum rate of $15.00 per hour, regardless of position. The expected positions and wage scale are more specifically described in **Exhibit A.4** attached hereto and made part hereof for all intents and purposes.

F. The Project shall be developed at location (and any obligations described herein, related to such) shall be in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

G. The Company shall be subject to an audit (by the City or the City's third-party designee) annually in the month of October for the term of this Agreement, in regard to the level of investment valuation (as assessed by the Webb County Appraisal District) number of employees, wages of employee positions created, filled and maintained, benefits and other applicable information pertaining to conditional requirements as set in this Agreement. Company shall have the right to contest the appraised value of the Site and Facility as provided by law. However, Company covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Webb County Appraisal District at the Total Taxable Assessed Value for Year 1 or lower.

H. The Company shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

I. The Company shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Company shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the business on the Site.

J. Company shall allow the City or its agents reasonable access and inspect operating records, accounting, books and any other records related to the economic development incentive annual performance compliance requirements described herein, which are in Company's, possession, custody or control, for purposes of verifying the project investment, new jobs generated, employee benefits and payroll expenditures generated by the Development and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with and subject to all applicable laws including the Public Information Act, Chapter 552, Texas Government Code. Further, Company shall allow the City reasonable access to the subject property owned or controlled by Company for inspections during construction of the Facility. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and or operations of the Company or the Facility. For physical inspections, any inspection will be made with one (1) or more representatives of Company, and in accordance with its safety standards, if any.

K. The City reserves the right to confirm Company's compliance with the terms and conditions of this Agreement. City will provide the Company with a written report of the findings. If the monitoring notes deficiencies in the Company's performance under terms of Agreement, the monitoring report shall include corrections for such deficiencies by Company and a reasonable amount of time in which to attain compliance.

2. **CITY'S OBLIGATIONS**. As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide Company the following:

A. **GRANT PAYMENTS**. An annual Grant Payment to the Company in the amounts, based on the Company's City of Laredo real property and personal property taxes as determined below (the "Grant Payment Formula") for Year the Company satisfies Performance Conditions. See Exhibit A.3

EXHIBIT A.3 – "Grant Payment Formula"

Term Year	Total Estimated Assessed Value of Real Property Plus Land	Percentage of Tax Rebate of Total Valuation	Estimated Assessment of Equipment and Tangible Business Property	Percentage of Tax Rebate on Personal Business Property
1	**$14,000,000**	**60%**	**$10,184,063**	**50%**

2	**$11,200,000**	**60%**	**$10,184,063**	**50%**
3	**$11,200,000**	**60%**	**$10,184,063**	**50%**
4	**$11,200,000**	**60%**	**$10,184,063**	**50%**
5	**$11,200,000**	**60%**	**$10,184,063**	**50%**

B. If the Company fails to substantially satisfy any of the Employment Conditions or the Project Investment conditions included in Article III, or an Annual Certification reasonably acceptable to the City, then no Grant Payment will be considered and Company would be considered non-compliant.

C. The Grant period shall commence on Year 1. The City will make the first Grant Payment after the full calendar year assessment and payment pursuant to the timeline described in the following Section D.

D. The Company shall pay to the City ad-valorem taxes assessed on the Land, Improvements, and Business Personal Property in each year prior to the beginning of the Grant Payment Period. Commencing at Year 1 (January 1), the City will evaluate one full calendar year assessment of Company's obligations up until December 31, and issue the Grant Payment in the following calendar year. The City will annually issue each Grant Payment to Company on or before the ninetieth (90th) day following the City receiving written notice, as provided herein, from the Company that such taxes have been paid in full, and after the end of each Year. Prior to issuance of a Grant Payment, the City shall annually verify the Employment Conditions above. The written notice from Company to the City that relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid.

E. The Company acknowledges the Total Assessed Value described herein is estimated based on the Project Investment and that the Taxable Assessed Value may rise or decline during the Grant Period. The Company shall retain the right to protest and/or contest such appraisals. Grant payments total over agreement period shall not exceed $400,000.

ARTICLE IV
ANNUAL CERTIFICATION

1. **ANNUAL CERTIFICATION**. Beginning July during Year 1, and during the month of July of each calendar Year thereafter during the Term, the City will contact the Company and begin the process of the Company submitting to a review for annual certification to meet compliance with each applicable term of the Agreement. City will also conduct a follow-up contact with the Company in October or November to ensure compliance is being met, and address any issues with the Company meeting obligations. Such annual certification shall include employment records and other documents that show:

- Number of new jobs created

- Number of cumulative jobs maintained
- Employee benefits offered/used
- Receipt of taxes paid
- Other information relevant to the project's development and operation

If the Company fails to timely submit to an Annual Certification for a particular year, the City may give the Company written notice of its failure to timely submit, and the Company shall have thirty (30) calendar days from the date on which such written notice is given in which to submit to such annual certification.

Concurrent with the submittal of the annual certification, Company will submit to the City, or its designee, documentation as may be reasonably necessary to verify the expenditures to date of the Project Investment which have not otherwise been verified as part of a prior certification. The City, or its designee, will provide to Company a written explanation for any expenditures that the City determines cannot be verified. Company may submit additional documentation to the City, or its designee, in order to obtain verification.

Company shall submit all documents requested by City and as part of the Annual Certification of the project via United States Postal Service (USPS) Priority Mail, with tracking, unless otherwise agreed in writing by both parties, to:

CITY OF LAREDO
CITY HALL, 3RD FLOOR
ATTN: Miriam Castillo, Economic Development
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

ARTICLE V
TERMINATION/RECAPTURE

1. **ACTS TRIGGERING TERMINATION**. During the Grant Payment Period covered by this Agreement, the City may, subject to the notice provisions below, declare a default of this Agreement by the Company if the Company:

A. Refuses or neglects to comply with any of the terms of this Agreement; or

B. Makes representation that is false or misleading in any material respect to any of the terms of this Agreement; or

C. Substantially fails to satisfy the Investment Conditions hereof such that in any Year of the Grant Payment period, the Total Assessed Value is less than the minimum amount set for in Article, III (1)A; or

D. Materially breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided below following written notice thereof by the City; or

E. Ceases conducting produce distribution enterprise business during the Grant Payment Period at the Project for a period of six (6) months or more for any reason other than suspension due to fire, explosion, accident, natural disaster or other casualty, or

F. Fails to submit to City the Annual Certification as required by Article IV following notice of such failure; or

G. Allows the ad valorem taxes due on the Project to become delinquent without timely and properly filing a protest under Chapter 41 of the Texas Property Tax Code; or

H. By mutual written agreement of the parties.

2. **NOTICE OF TERMINATION**. In the event that the City makes a reasonable determination that the Company has materially defaulted under this Agreement, then City shall give Company written notice of such. Company shall have sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by the City. Notice of default shall be in writing and shall be attempted or delivered by certified mail to the Company at the address provided in Section VI of this Agreement. If default is not cured with sixty (60) days from the date of such notice (the "Cure Period") then the Agreement may be terminated at the City's sole option. However, in the case of default for causes beyond the Company's reasonable control and which cannot, with due diligence, be cured within such sixty (60) day period, the Cure Period may be extended in the City's sole discretion if the Company:

A. Immediately upon receipt of such notice, advises the City of the reasons the default is beyond the Company's control and state Company's intention to institute all steps necessary to cure such default; and

B. Institutes and thereafter carries to completion with reasonable dispatch all steps necessary to cure same.

C. The City may terminate this Agreement for its convenience and without the requirement of an event of default by Company, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, or illegal, including any case law holding that a Chapter 381 Economic Development Agreement such as this Agreement is an unconstitutional debt.

3. **RECAPTURE**. All taxes by virtue of this Agreement shall be reinstated immediately after termination of this Agreement and shall accrue without abatement for all tax years thereafter. Upon termination by the City, The City shall have the right to demand recapture from the Company for the total amount of any Grant Payment previously made while the Company was in default of its obligations hereunder. Payment of recaptured Grant Payments shall become due sixty (60) days following receipt of such demand.

The right of the City to require recapture and demand payment, and the obligation of Company to repay such, shall survive termination of this agreement. The City Attorney has the authority, on

behalf of the City, to initiate any necessary litigation against the Company to pursue the City's remedy of recapture.

4. **EXCEPTION**. In the event, the Property, the Improvements and/or Business Personal Property are taken by the state or federal government through exercise of the power of eminent domain, this Agreement shall terminate to the extent the property is affected, however, the City shall not be entitled to recapture Grant Payments related thereto.

ARTICLE VI
INDEMNIFICATION

1. **COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING FROM OR RELATED TO THE COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE COMPANY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

2. **COMPANY SHALL PROMPTLY ADVISE CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY AND RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

ARTICLE VII
GENERAL PROVISIONS

1. **NOTICE**. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit

into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

TO THE COMPANY:

Clear Choice Hospital, LLC.
ATTN: Victor Vasquez Jr.
President/Chairman
7105 Bartlett Ave. Suite 101
Laredo, TX 78041

TO THE CITY:

CITY OF LAREDO
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

A. **CONDITION**. This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

B. **ASSIGNMENT**. If the Company sells, assigns or exchanges the Project, this Agreement shall cease and any subsequent Grant Payments shall terminate. However, City Council, at their discretion, may consider Amending the Agreement to accommodate such new owner. A written request must be made by the new owner to the City Tax Assessor-Collector.

C. **AMENDMENT**. This Agreement may be terminated, changed, modified, or amended in whole or in part by mutual written agreement between the Parties, their successors or assigns and as approved by the governing body of the City. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Company acknowledges that City Council approval is required for any of these actions.

D. **SEVERABILITY**. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties related to the subject matter herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

E. **EMPLOYMENT OF UNDOCUMENTED WORKERS**. During the term of this Agreement, the Company agrees to not knowingly employ any undocumented workers and

if convicted of a violation under U.S.C. Section 1324a(f) such action shall be an Event of Default and the Company shall be liable for repayment of taxes previously rebated and any other funds received by the Company from the City after the date of such violation. Such repayment shall be due within one-hundred and twenty (120) days after the date the Company is notified by the City of such violation. The Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which the Company enters into with any subsidiary, assignee, affiliate, or franchisee.

F. **COMPANY STANDING**. The Company, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and the Company shall be entitled to intervene in said litigation.

G. **GOVERNING LAW**. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Webb County, Texas.

H. **INDEPENDENT CONTRACTOR**. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company at no time will be acting as an agent of the City and that all consultants or contractors engaged by the Company respectively will be independent contractors of the Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with the obligations performed by the Company respectively under this Agreement, unless any such claims are due to the fault of City.

I. **ACCESS TO INFORMATION**. The Company agrees to provide the City access to information related to the during regular business hours upon reasonable notice. The City shall have the right to require the Company to submit any necessary information, documents, invoices, receipts or other records to verify the completion of the Project by Company. During the Term of this Agreement, Company shall allow designated representatives of the City access to the Facility during normal business hours and, upon notice to Company, to inspect the Facility and Business Personal Property to determine if the terms and conditions of this Agreement are being met, as long as City representatives are accompanied by Company's representative and as long as such inspections are conducted in such a manner as to: (i) not unreasonably interfere with the operation of the Facility; and (ii) comply with Company's reasonable securing requirements.

J. **REMEDIES**. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

K. **HEADINGS**. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

EXECUTED on this _____ day of _____, 2025.

- **Clear Choice Hospital, LLC.**

_____ _____/DATE/_____

Printed Name: Victor Vasquez, Jr._____

Position: President/Chairman _____

- **FOR CITY OF LAREDO**

_____ _____/DATE/ _____

Printed Name: Joseph W. Neeb_____

Position: City Manager_____ _____

- **ATTEST:**

_____ _____/DATE/_____
Mario I. Maldonado, Jr.
City Secretary

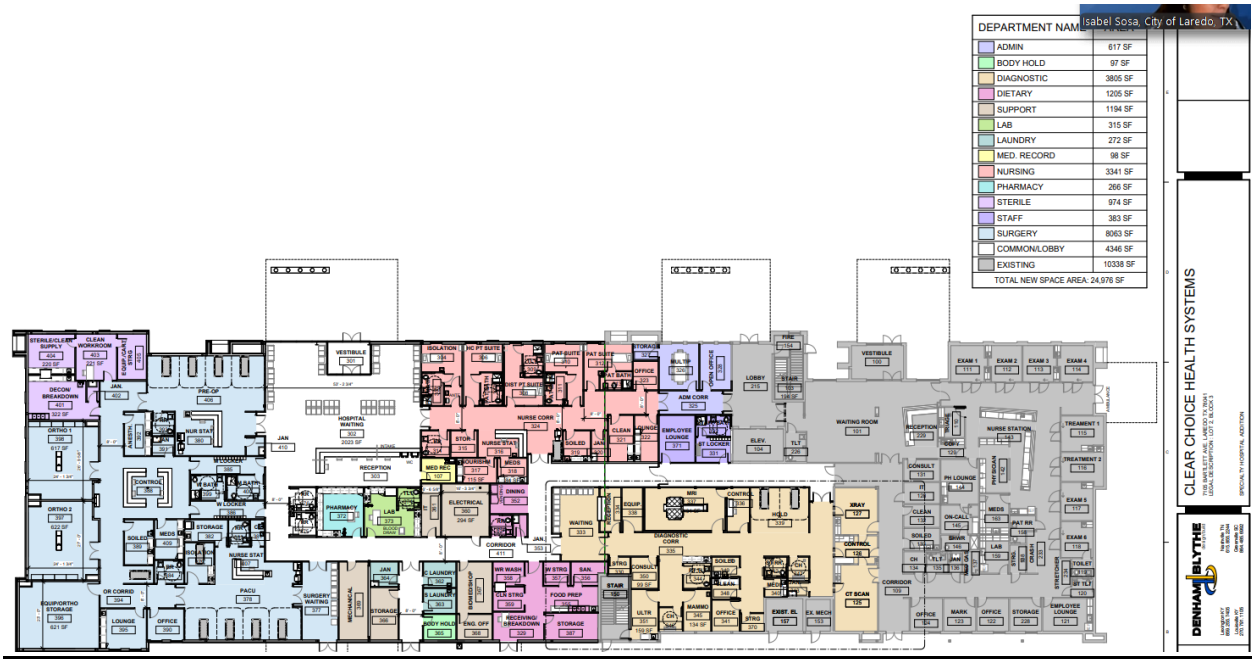
APPROVED AS TO FORM:

_____ _____/DATE/_____
Doanh T. Nguyen
City Attorney

Exhibit A.4 List of Employees

Title	No.	$/Hr	Annually 1 person	Annual Total	Year 1 Addition	Year 2 Addition	Total Year 2	Year 3 Addition	Total Year 3	Year 4 Addition	Total Year 4	Year 5 Addition	Total
Registered Nurse	10	$ 42.00	$ 87,360.00	$ 873,600.00	5 $ 436,800.00	3 $ 262,080.00	$ 716,352.00	1 $ 89,980.80	$ 834,986.88	1 $ 89,980.800	$ 958,367.16	$ -	$ 996,701.84
Certified Nurse Assistant	5	$ 20.00	$ 41,600.00	$ 208,000.00	2 $ 83,200.00	2 $ 83,200.00	$ 169,728.00	1 $ 42,848.00	$ 219,365.12	$ -	$ 228,139.72	$ -	$ 237,265.31
Clerk	2	$ 15.00	$ 31,200.00	$ 62,400.00	2 $ 62,400.00	$ -	$ 64,896.00	$ -	$ 67,491.84	$ -	$ 70,191.51	$ -	$ 72,999.17
Technician	6	$ 18.00	$ 37,440.00	$ 224,640.00	1 $ 37,440.00	1 $ 37,440.00	$ 76,377.60	2 $ 77,126.40	$ 156,559.10	1 $ 38,563.200	$ 201,384.67	1 $ 38,563.20	$ 248,003.25
Respiratory Therapist	1	$ 40.00	$ 83,200.00	$ 83,200.00	1 $ 83,200.00	$ -	$ 86,528.00	$ -	$ 89,989.12	$ -	$ 93,588.68	$ -	$ 97,332.23
Case Management	1	$ 35.00	$ 72,800.00	$ 72,800.00	1 $ 72,800.00	$ -	$ 75,712.00	$ -	$ 78,740.48	$ -	$ 81,890.10	$ -	$ 85,165.70
Sterilization Technician	1	$ 20.00	$ 41,600.00	$ 41,600.00	1 $ 41,600.00	$ -	$ 43,264.00	$ -	$ 44,994.56	$ -	$ 46,794.34	$ -	$ 48,666.12
Pharmacist	1	$ 70.00	$ 145,600.00	$ 145,600.00	1 $ 145,600.00	$ -	$ 151,424.00	$ -	$ 157,480.96	$ -	$ 163,780.20	$ -	$ 170,331.41
Pharmacist Technician	1	$ 20.00	$ 41,600.00	$ 41,600.00	1 $ 41,600.00	$ -	$ 43,264.00	$ -	$ 44,994.56	$ -	$ 46,794.34	$ -	$ 48,666.12
Housekeeping	2	$ 15.00	$ 31,200.00	$ 62,400.00	1 $ 31,200.00	$ -	$ 32,448.00	1 $ 32,136.00	$ 65,881.92	$ -	$ 68,517.20	$ -	$ 71,257.88
Finance Director	1	$ 50.00	$ 104,000.00	$ 104,000.00	1 $ 104,000.00	$ -	$ 108,160.00	$ -	$ 112,486.40	$ -	$ 116,985.86	$ -	$ 121,665.29
Facility Director	1	$ 40.00	$ 83,200.00	$ 83,200.00	1 $ 83,200.00	$ -	$ 86,528.00	$ -	$ 89,989.12	$ -	$ 93,588.68	$ -	$ 97,332.23
Mechanical/Engineering	1	$ 30.00	$ 62,400.00	$ 62,400.00	1 $ 62,400.00	$ -	$ 64,896.00	$ -	$ 67,491.84	$ -	$ 70,191.51	$ -	$ 72,999.17
Marketing	1	$ 28.00	$ 58,240.00	$ 58,240.00	$ -	1 $ 58,240.00	$ 58,240.00	$ -	$ 60,569.60	$ -	$ 62,992.38	$ -	$ 65,512.08
Admin Assistant	1	$ 25.00	$ 52,000.00	$ 52,000.00	$ -	1 $ 52,000.00	$ 52,000.00	$ -	$ 54,080.00	$ -	$ 56,243.20	$ -	$ 58,492.93
Nursing Officer	1	$ 65.00	$ 135,200.00	$ 135,200.00	1 $ 135,200.00	$ -	$ 140,608.00	$ -	$ 146,232.32	$ -	$ 152,081.61	$ -	$ 158,164.88
Total	36			$ 2,310,880.00	20 $ 1,420,640.00	8 $ 492,960.00	$ 1,970,425.60	5 $ 242,091.20	$ 2,291,333.82	2 $ 128,544.000	$ 2,511,531.18	1 $ 38,563.20	$ 2,650,555.62 $ 10,844,486.22

Exhibit A.5 Legal Description



City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 19.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submission of a grant application in the amount of $545,902.00 to the Laredo Webb County Metropolitan Planning Organization for the 2025 Transportation Alternative Set Aside Program for the Safe Routes to School Program, if grant is awarded, a 20 percent match of $109,180.40 and a 15 percent administrative fee of $81,885 is required, for a grand total of $627,787. Funding is available in the 2022 Certificate of Obligation Bond, District 3 Priority Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy (ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Vision Zero Webb Laredo Comprehensive Safety Action Plan conducted an in-depth safety analysis and determined the need to coordinate with local school districts to improve and enhance safety measures at local schools. Using the most vulnerable areas highlighted in the action plan, this pilot project program is proposing to focus on 5 different schools that include Martin High School, Gallegos Elementary School, Christen Middle School, Sanchez-Ochoa Elementary School and Heights Elementary School.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2022 C.O. Bond
Account #:	475 9810 535 45 99
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
No final impact at this time.

RESOLUTION NO. 2025-R-160

RESOLUTION AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF AN APPLICATION IN THE AMOUNT OF $627,787.00 TO THE LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION (LWCAMPO), FOR THE 2025 TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM TO FUND THE SAFE STREETS FOR ALL PILOT PROGRAM AT LOCAL LISD SCHOOLS. THIS NOTICE OF FUNDING OPPORTUNITY IS ON A REIMBURSEMENT BASIS. THIS GRANT OPPORTUNITY REQUIRES A 20% LOCAL MATCH, PLUS A 15% ADMINISTRATIVE FEE. FUNDING IS AVAILABLE IN DISTRICT 3 PRIORITY FUNDS.

WHEREAS, the Laredo & Webb County Area Metropolitan Organization (LWCAMPO) has announced, and made available reimbursable funds for a *Transportation Alternatives (TA) Set-Aside* for the 2026-2028 fiscal year; and,

WHEREAS, the *City Council of the City of Laredo* acknowledges and expresses its sincere and cordial intention to apply for the aforementioned funding opportunity whose implementation date cannot begin until funding is approved; 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 *Laredo & Webb County Area Metropolitan Planning Organization* application thorough the *City of Laredo's Economic Development Department* in order to provide promote and support mobility enhancement, connectivity, accessibility and community safety goals, as well as the Laredo & Webb County Area Metropolitan Planning Organization's Active Transportation Plan and the 2025 Vision Zero Webb Laredo Comprehensive Safety Action Plan; and,

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 gran on behalf of the applicant agency.

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

SECTION 1. Resolution authorizing the City Manager to ratify the submission of an application in the amount of $627,787.00 to the Laredo & Webb County Area Metropolitan Planning Organization (LWCAMPO), for the 2025 Transportation Alternatives (TA) Set-Aside Program to fund the Safe Streets for All Pilot Program at local LISD schools. This notice of funding opportunity is on a reimbursement basis. This grant opportunity requires a 20% match, plus a 15% administrative fee. Funding is available in District 3 priority funds.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2025.

_____
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

City Council

Meeting Date: 6/16/2025 **Resolution 20.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept setting a temporary construction speed zone limit at SH 255:
55 MPH from FM 1472 (Mile Point 1.000) to Approximately 580 ft. east of FM 1472 (Mile Point 10.110 / 0.110 Miles).

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Texas Department of Transportation is requesting a temporary construction speed zone limit at SH 255: 55 MPH from FM 1472 (Mile Point 1.000) to Approx. 580 ft. east of FM 1472 (Mile Point 10.110 / 0.110 Miles) Tx-Dot will be responsible for the installation of signs establishing the proposed construction speed zone.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval of Resolution.

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

RESOLUTION NO. 2024-R-152

SETTING THE TEMPORARY CONSTRUCTION SPEED ZONE LIMIT AT SH 255: 55 MPH FROM FM 1472 (MILE POINT 1.000) TO APPROX. 580 FT EAST OF FM 1472 (MILE POINT 10.110/0.110 MILES). TO BE IN EFFECT UPON RECEIPT OF APPROVED CITY RESOLUTION. AS DEFINED IN THE TEXAS DEPARTMENT OF TRANSPORTATION CONTROL SECTION MAP 18-6.

WHEREAS, V.A.T.C.S., Texas Transportation Code 545.356 (b) authorizes the City Council to change the speed limits of any highway or street within the incorporated area of the City; and

WHEREAS, the Texas Department of Transportation is requesting a temporary construction speed zone for the upcoming project on the above-mentioned highway; and

WHEREAS, the Texas Department of Transportation is requesting temporary construction speed zone at SH 255: 55 MPH from FM 1472 (Mile Point 1.000) to Approx. 580 ft east of FM 1472 (Mile Point 10.110 / 0.110 Miles)

And,

WHEREAS, TxDOT will be responsible for the installation of speed limit signs to designate the new speed limits to be in effect upon approval; and

WHEREAS, the implementation of the temporary speed limit changes on the existing section of SH 255 is a positive step in securing the safety of our citizens; and

WHEREAS, the City Council of the City of Laredo supports TX Dot's efforts to request the temporary speed limit changes on SH 255.

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

SECTION 1.

That the new speed that shall govern for this roadway will be as follows: SH 255:
55 MPH from FM 1472 (Mile Point 1.000) to Approx. 580 ft east of FM 1472 (Mile Point 10.110 / 0.110 Miles).

To be in effect upon approval of City Council.

SECTION 2

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____ ,2025.

_____
DR. VICTOR D. TREVINO, MAYOR

ATTEST:

_____
MARIO MALDONADO JR., CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN, CITY ATTORNEY

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
SEE SHEET 2	

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

STATE AID PROJECT NO.			
C 3586 - 2 - 7			
CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET NO.
22	WEBB		1

DESIGN CRITERIA: 3R REHABILITATION
A.D.T. (2020): 2,354
A.D.T. (2040): 3,696
% TRUCK IN ADT: 91.57
FUNCTIONAL CLASS: PRINCIPAL ARTERIAL - OTHER
DESIGN SPEED: 70 MPH
TDLR REQUIRED _____YES ___X___NO

STATE PROJECT NO. C 3586-2-7

SH 255

WEBB COUNTY

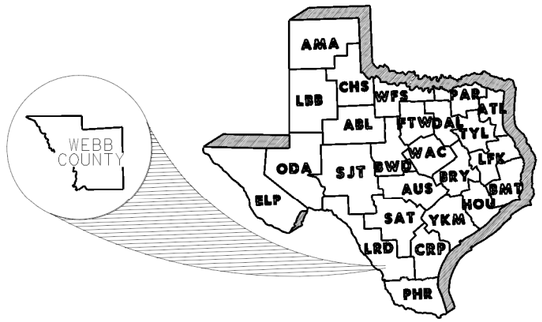
CSJ: 3586-02-007

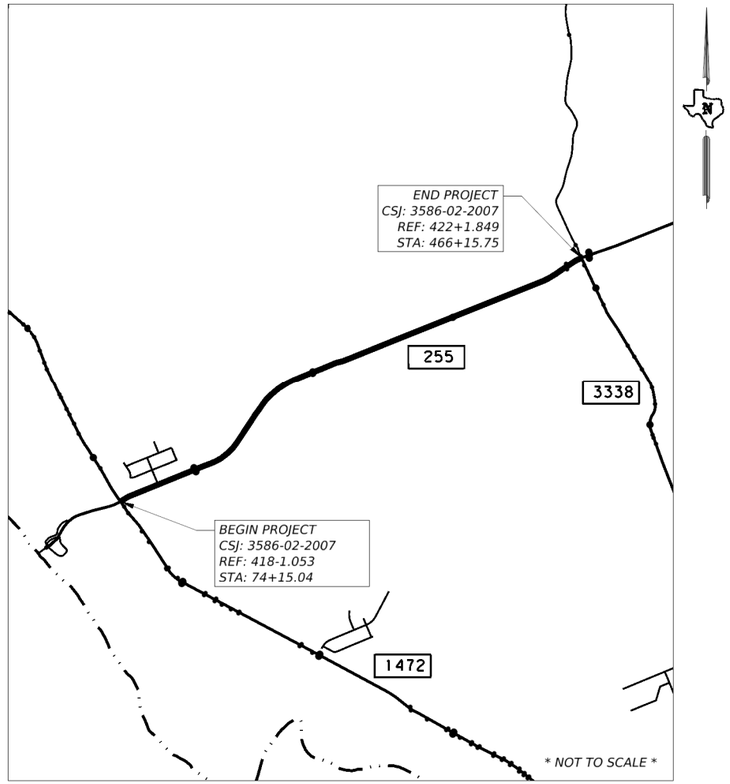
NET LENGTH OF ROADWAY = 36,521.76 FT.= 6.917 MI.
NET LENGTH OF BRIDGES = 890.00 FT.= 0.168 MI.
NET LENGTH OF PROJECT = 36,521.76 FT.= 6.917 MI.

LIMITS FROM: FM 1472 INTERSECTION
LIMITS TO: FM 3338 INTERSECTION

FOR THE CONSTRUCTION OF REHABILITATION OF EXISTING ROADWAY

TREAT EXIST SUBGRADE, TREAT FLEXBASE, HMA SUPERPAVE TYC, MBGF, & PAVEMENT





EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A

FINAL PLANS

LETTING DATE: _____

DATE CONTRACTOR BEGAN WORK: _____

DATE WORK WAS COMPLETED & ACCEPTED: _____

FINAL CONTRACT COST: $ _____

CONTRACTOR : _____

FINAL AS BUILTS

THE CONSTRUCTION WAS PERFORMED UNDER MY SUPRERVISION IN ACCORDANCE WITH THE PLANS AND CONTRACT

_____
AREA ENGINEER

_____
DATE

Texas Department of Transportation

(c) 2025 BY TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING: _____

_____
TRANSPORTATION ENGINEER

RECOMMENDED FOR LETTING: _____

_____
AREA ENGINEER

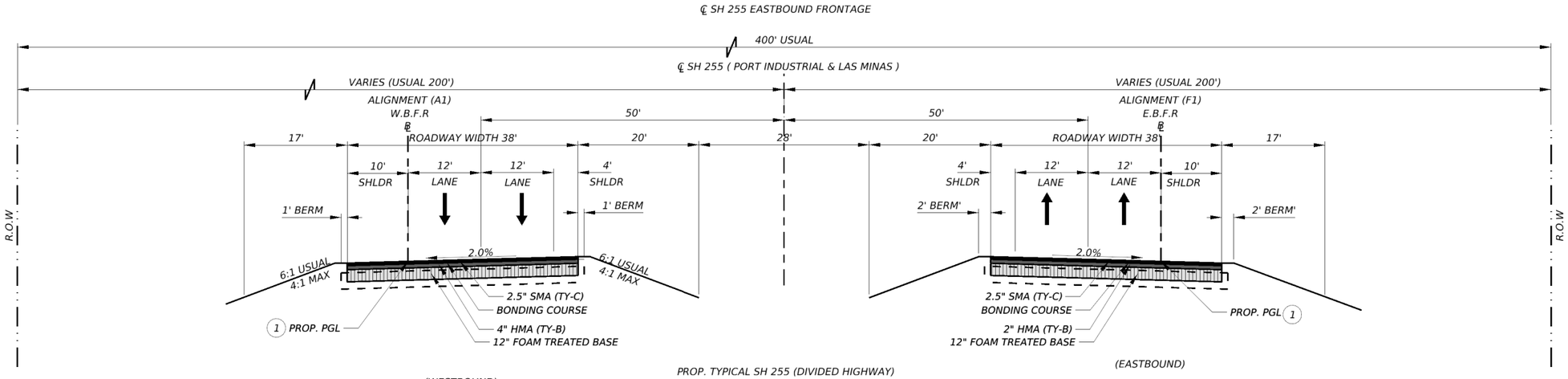
APPROVED FOR LETTING: _____

_____
DISTRICT DIRECTOR OF TRANSPORTATION
PLANNING AND DEVELOPMENT

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 1, 2024 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR STATE PROJECT (000---005)

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PROP. TYPICAL SH 255 (DIVIDED HIGHWAY)

(WESTBOUND)

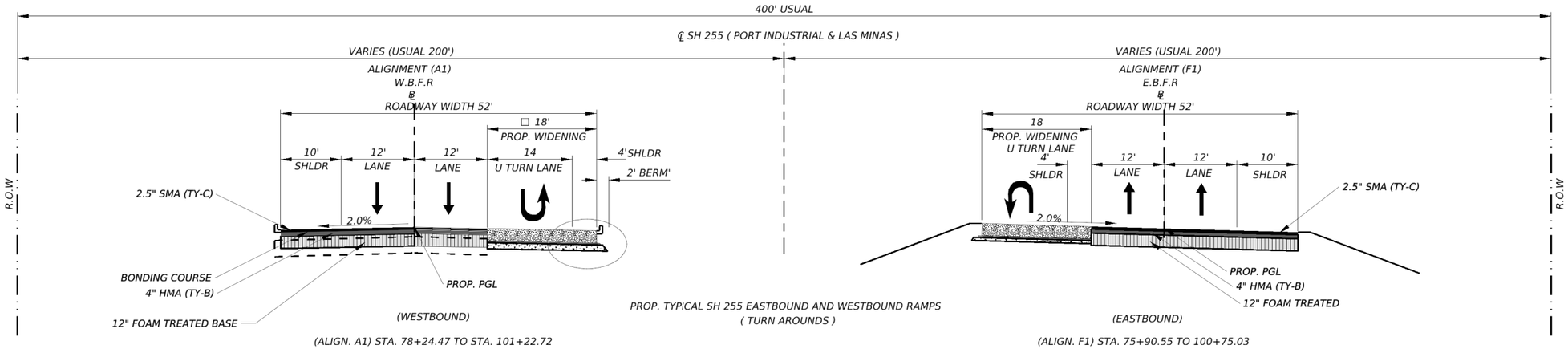
- *STA. 110+14.55 TO 115+00.00 (ROADWAY 36') (8' SHOULDER)**
- □ *STA. 115+00.00 TO 141+00.00 (ROADWAY 36') (8' SHOULDER)*
- ○ *STA. 141+00.00 TO 145+00.00 (ROADWAY 36'-38') (8'-10' SHOULDER)*
- △ *STA. 145+00.00 TO 182+50.00 (ROADWAY 38') (10' SHOULDER)*
- ○ *STA. 182+50.00 TO 186+50.00 (ROADWAY 38'-36') (10'-8' SHOULDER)*
- □ *STA. 186+50.00 TO 199+66.26 (ROADWAY 36') (8' SHOULDER)*
- □ *STA. 206+66.76 TO 216+00.00 (ROADWAY 36') (8' SHOULDER)*
- ○ *STA. 216+00.00 TO 220+00.00 (ROADWAY 36'-38') (8'-10' SHOULDER)*
- △ *STA. 220+00.00 TO 245+98.76 (ROADWAY 38') (10' SHOULDER)*

(EASTBOUND)

- □ *STA. 74+71.43 TO 141+00.00 (ROADWAY 36') (8' SHOULDER)*
- ○ *STA. 141+00.00 TO 145+00.00 (ROADWAY 36'-38') (8'-10' SHOULDER)*
- △ *STA. 145+00.00 TO 182+50.00 (ROADWAY 38') (10' SHOULDER)*
- ○ *STA. 182+50.00 TO 186+50.00 (ROADWAY 38'-36') (10'-8' SHOULDER)*
- □ *STA. 186+50.00 TO 197+48.78 (ROADWAY 36') (8' SHOULDER)*
- □ *STA. 204+49.18 TO 216+00.00 (ROADWAY 36') (8' SHOULDER)*
- ○ *STA. 216+00.00 TO 220+00.00 (ROADWAY 36'-38') (8'-10' SHOULDER)*
- △ *STA. 220+00.00 TO 244+57.27 (ROADWAY 38') (10' SHOULDER)*

NOTES:

1. *TYPICAL PROFILE RAISED IS APPROX. 2.5" REFER TO GEOMETRIC DATA SHEET FOR MORE INFORMATION ON PROFILE ELEVATIONS.*



PROP. TYPICAL SH 255 EASTBOUND AND WESTBOUND RAMPS
(TURN AROUNDS)

(WESTBOUND)

(ALIGN. A1) STA. 78+24.47 TO STA. 101+22.72

(ALIGN. A1) STA. 103+48.09 TO STA. 115+27.12 DECEL LANE

PROPOSED TRANSITION DECEL LANE

(ALIGN. A1) STA. 111+74.59 TO STA. 114+74.59 DECEL LANE (0'-14' LANE)(0'-4' SHLDR)

(EASTBOUND)

(ALIGN. F1) STA. 75+90.55 TO 100+75.03

(ALIGN. F1) STA. 103+98.06 TO STA. 123+06.23 ACCEL LANE

PROPOSED TRANSITION ACCEL LANE

(ALIGN. F1) STA. 120+06.37 TO STA. 123+06.37 DECEL LANE (0'-14' LANE)(0'-4' SHLDR)

1

RATES OF APPLICATION

NON-WIDENING AREA

STONE MATRIX ASPHALT:
-SMA TY-C PG 76-22 SAC-A 115 LBS/SY/IN

BONDING COURSE REFER TO GENERAL NOTES

HOT-MIX ASPHALT:
-D-GR HMA TY-B PG70-22 SAC-B- 120 LBS/SY/IN

PRIME COAT:
-AGGR (TY-PB GR-5 SAC-B) - 140 SY/CY
-ASPH (RC-250) - 0.20 GAL/SY

FOAM STABILIZE BASE:
-PRETREAT W/ 1% CEMENT BY WT. (3510 LBS/CY)
-STABILIZED W/2.5% ASPHALT BY WT. - ASPHALT BINDER(PG 64-22)

WIDEN AREA

STONE MATRIX ASPHALT:
-SMA TY-C PG 76-22 SAC-A 115 LBS/SY/IN

BONDING COURSE REFER TO GENERAL NOTES

HOT-MIX ASPHALT:
-D-GR HMA TY-B PG70-22 SAC-B- 120 LBS/SY/IN

PRIME COAT:
-AGGR (TY-PB GR-5 SAC-B) - 140 SY/CY
-ASPH (RC-250) - 0.20 GAL/SY

FOAM STABILIZE BASE:
-PRETREAT W/ 1% CEMENT BY WT. (3510 LBS/CY)
-STABILIZED W/2.5% ASPHALT BY WT. - ASPHALT BINDER(PG 64-22)

BASE PREP:
FLEXBASE TY-E GR1-2 (RDWY DEL) (FNL POS) (OC)
RECYCLE ASPHALT PAVEMENT (RAP) ORDINARY COMPACTED MATERIAL

SUBGRADE:
EXISTING MATERIAL MOISTURE CONTROL

LEGEND

- *STONE MATRIX ASPHALT TY-C*
- *HOTMIX ASPHALT (TY-B)*
- *FOAM TREATED BASE*
- *FLEXIBLE BASE (TY-E)(GR1-2)*
- *RAP (EXISTING PLANED MATERIAL)*
- *SUBGRADE*

PRELIMINARY
SUBJECT TO REVISION
This document is released for the purpose of interim review only under the authority of:
MISAEL AGUILAR
P.E. 150329 on 3/3/2025
It is not to be used for bidding, construction, or permit purposes.

Texas Department of Transportation

SH 255

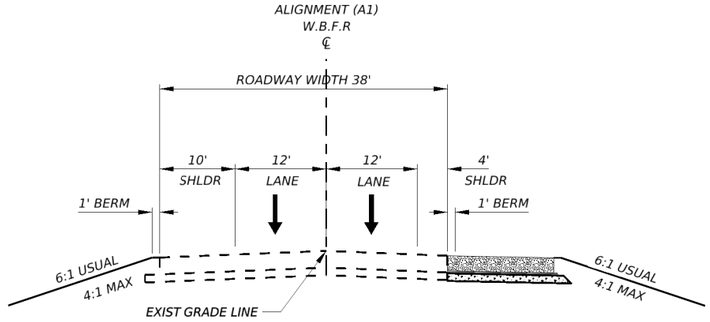
PROPOSED TYPICAL SECTIONS

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SHEET 1 OF 5

CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		339

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(WESTBOUND) CONCRETE SECTION TO REMAIN
(ALIGN. A1) STA. 74+08.97 TO 78+25.76
(ALIGN. A1) STA. 101+22.80 TO 103+63.22 NO WORK PERFORMED

NON-WIDENING AREA

STONE MATRIX ASPHALT:
-SMA TY-C PG 76-22 SAC-A 115 LBS/SY/IN

BONDING COURSE REFER TO GENERAL NOTES

HOT-MIX ASPHALT:
-D-GR HMA TY-B PG70-22 SAC-B- 120 LBS/SY/IN

PRIME COAT:
-AGGR (TY-PB GR-5 SAC-B) - 140 SY/CY
-ASPH (RC-250) - 0.20 GAL/SY

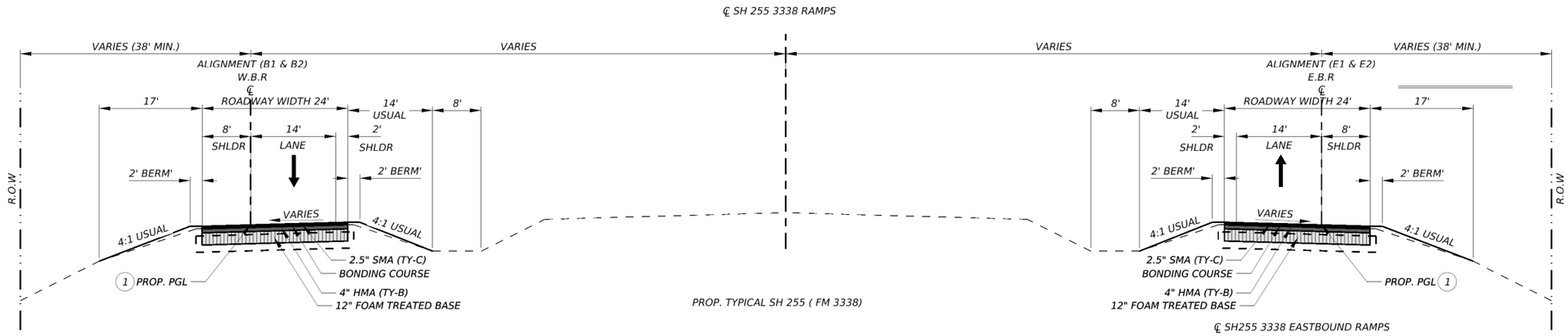
FOAM STABILIZE BASE:
-PRETREAT W/ 1% CEMENT BY WT. (3510 LBS/CY)
-STABILIZED W/2.5% ASPHALT BY WT. - ASPHALT BINDER(PG 64-22)

LEGEND

- STONE MATRIX ASPHALT TY-C
- HOTMIX ASPHALT (TY-B)
- FOAM TREATED BASE
- FLEXIBLE BASE (TY-E)(GR1-2)
- CPCD

NOTES:

(1) TYPICAL PROFILE RAISED IS APPROX. 2.5" REFER TO GEOMETRIC DATA SHEET FOR MORE INFORMATION ON PROFILE ELEVATIONS.



℄ SH255 3338 WESTBOUND RAMPS

(WESTBOUND FM 3338) STA. 446+30.14 TO STA. 463+15.10
STA. 408+54.57 TO STA. 469+59.27

℄ SH255 3338 EASTBOUND RAMPS

(EASTBOUND FM 3338) STA. 412+27.06 TO STA. 429+37.71
(EASTBOUND FM 3338) STA. 446+78.51 TO STA. 465+52.04

NOTES:

(1) TYPICAL PROFILE RAISED IS APPROX. 2.5" REFER TO GEOMETRIC DATA SHEET FOR MORE INFORMATION ON PROFILE ELEVATIONS.

PRELIMINARY
SUBJECT TO REVISION
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Texas Department of Transportation

SH 255

PROPOSED TYPICAL SECTIONS

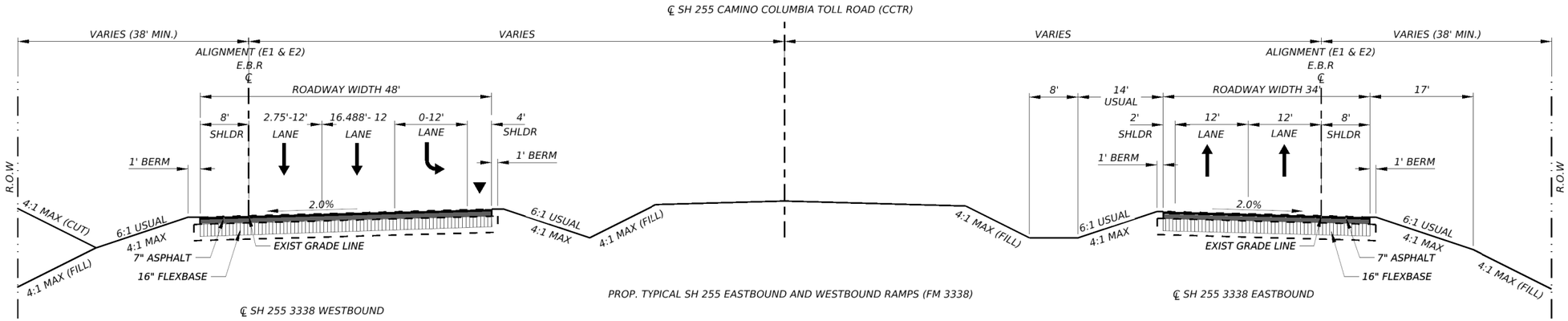
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SHEET 2 OF 5

CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		340

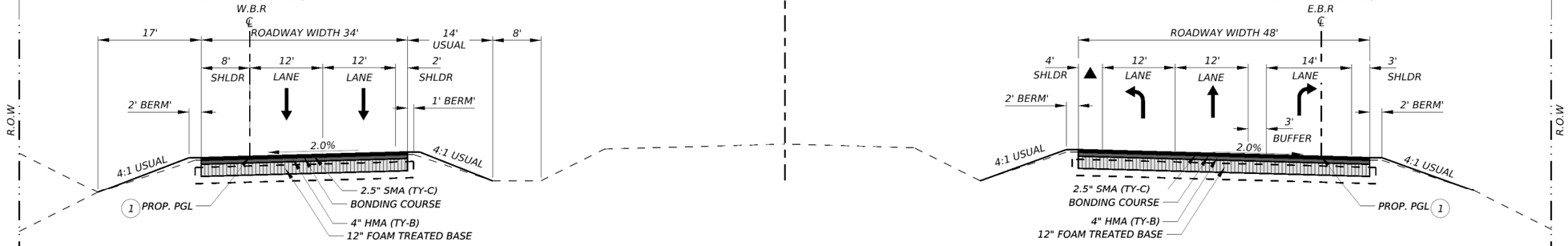
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CK DW CK DW



NOTES:

1. TYPICAL PROFILE RAISED IS APPROX. 2.5" REFER TO GEOMETRIC DATA SHEET FOR MORE INFORMATION ON PROFILE ELEVATIONS.



NOTES:

1. TYPICAL PROFILE RAISED IS APPROX. 2.5" REFER TO GEOMETRIC DATA SHEET FOR MORE INFORMATION ON PROFILE ELEVATIONS.

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Texas Department of Transportation

SH 255

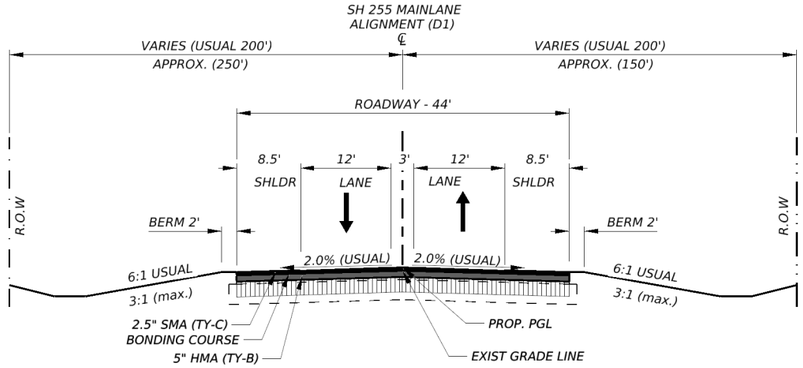
PROPOSED TYPICAL SECTIONS

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SHEET 3 OF 5

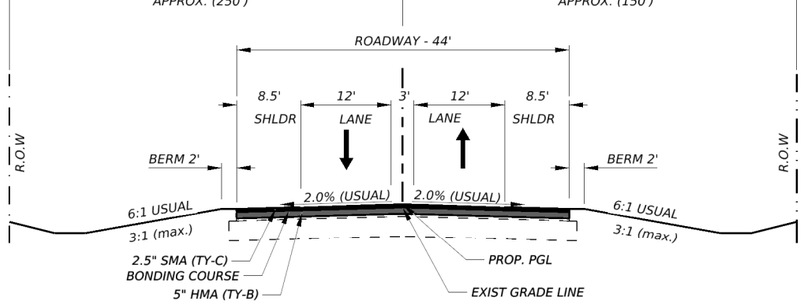
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3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		1

DATE: 3/3/2025 1:17:28 PM
FILE: c:\txdot\pw_online\txdot5\misael.aguilard0664313\2007 SH255 PROP TYPICALS.dgn



PROPOSED TYPICAL MAINLANE SECTION (MAINLANES)

ALIGN D1. STA 265+00 TO STA. 407+52.64



PROPOSED TYPICAL MAINLANE SECTION (BRIDGE APPROACH)

(MAINLANES) STA. 407+43.51 to STA. 267+62.02

(MAINLANES)
ALIGN D1 STA. 361+40.89 TO 363+40.89
ALIGN D1 STA. 366+00.74 TO 368+00.74
ALIGN D1 STA 397+07.61 TO 399+07.61
ALIGN D1 STA 405+09.65 TO 407+09.65

STATE OF TEXAS
MISAEL AGUILAR
150329
LICENSED
PROFESSIONAL ENGINEER

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NOT TO SCALE

Texas Department of Transportation

SH 255

PROPOSED
TYPICAL SECTIONS

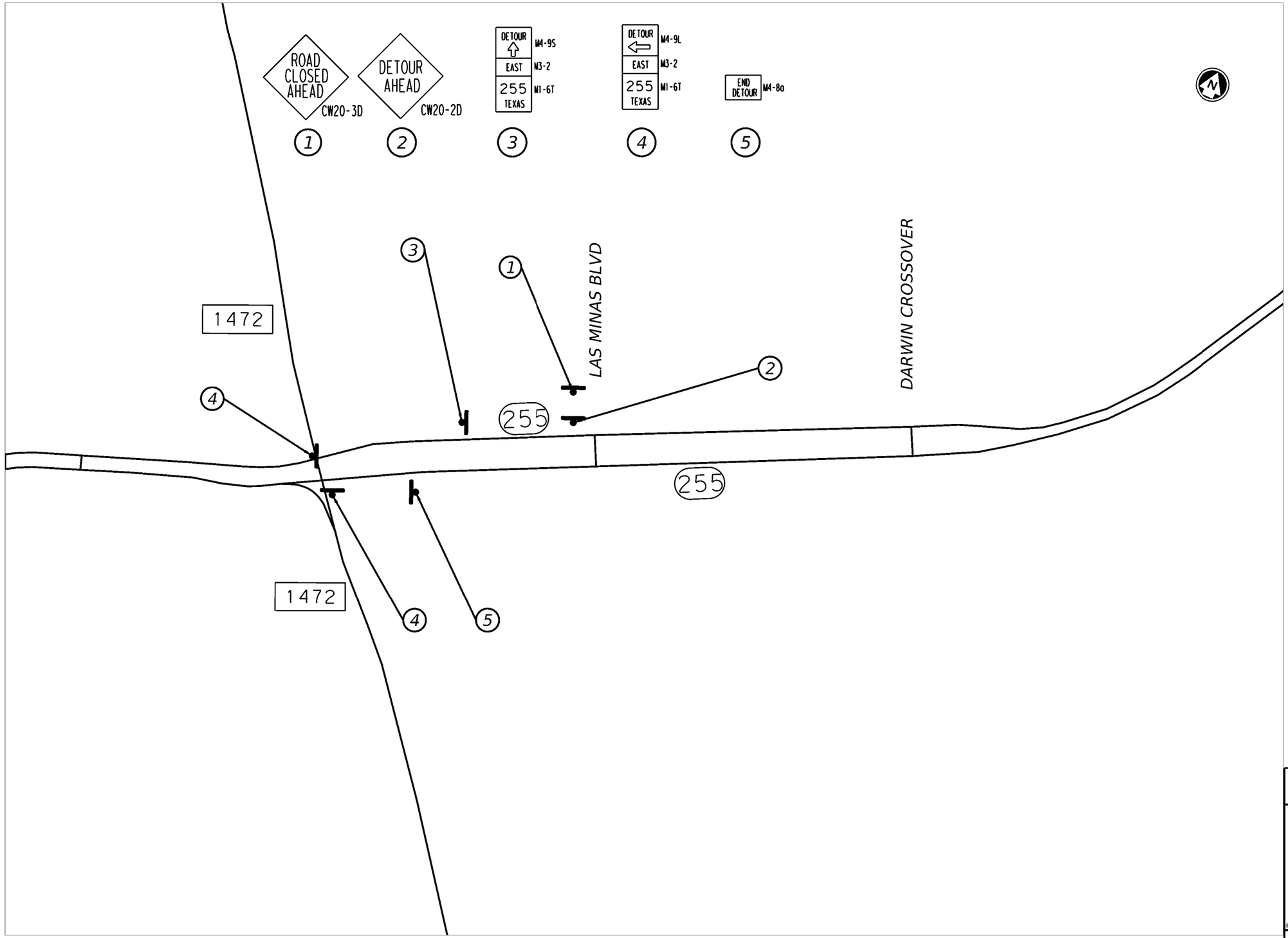
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SHEET 4 OF 5

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET
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DW:
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DW:



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SH 255

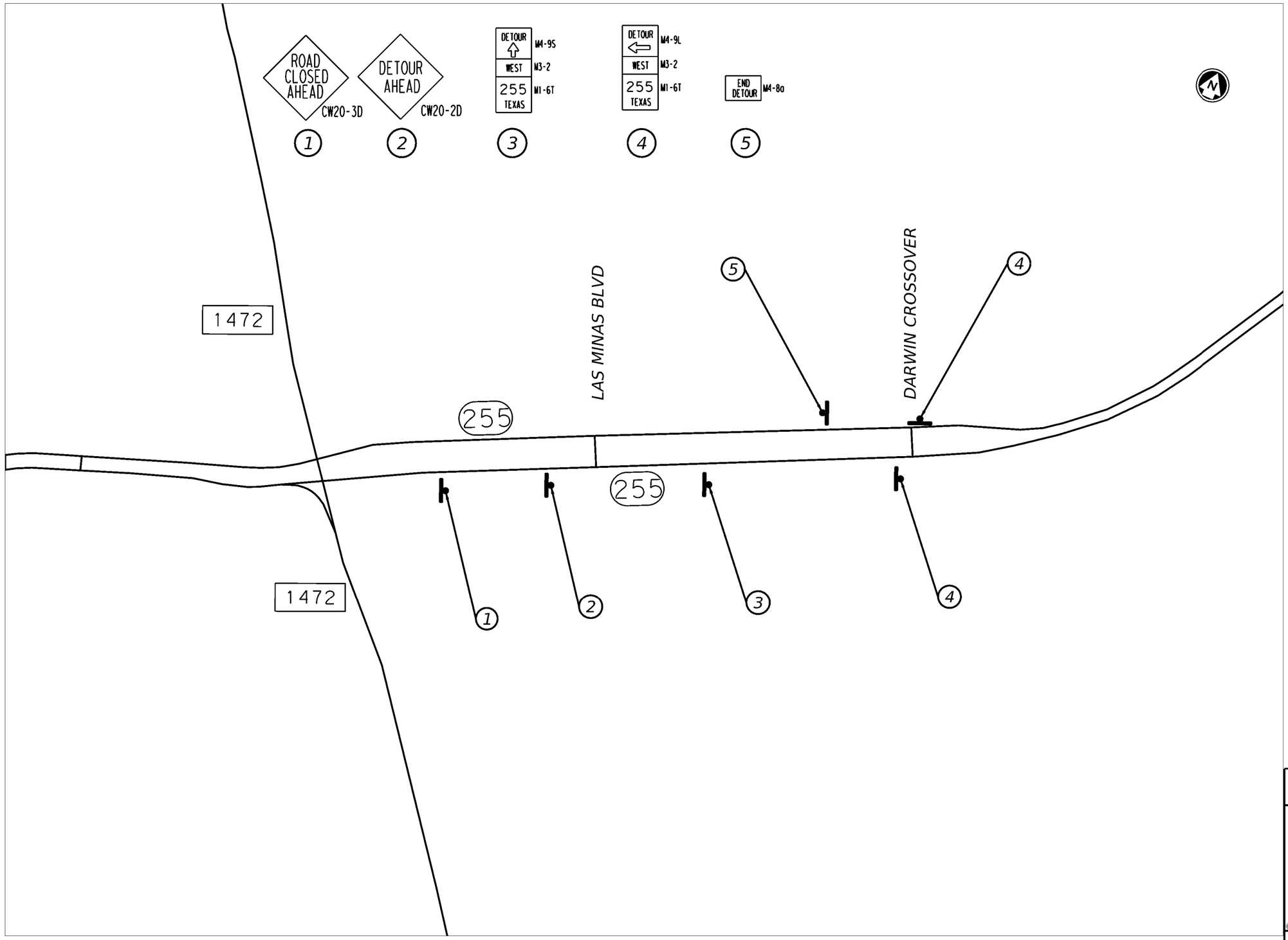
DETOUR LAS MINAS BLVD WB

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SHEET 1 OF 1

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DIST	COUNTY		SHEET
22	WEBB		343

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SH 255

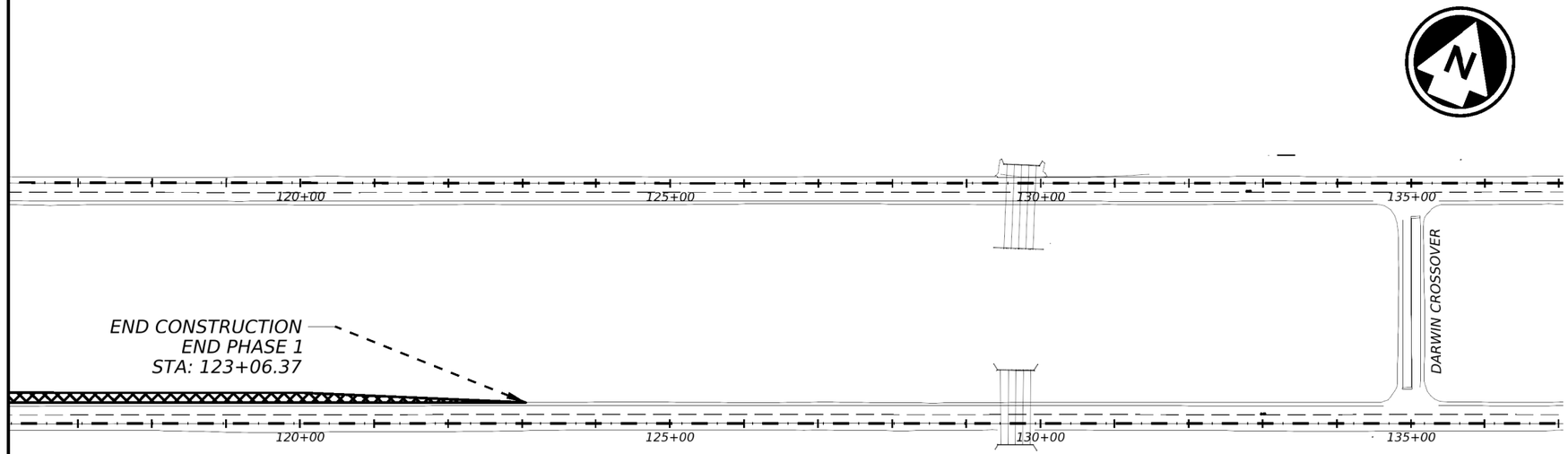
DETOUR LAS MINAS BLVD EB

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SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		4

DATE: 3/3/2025 9:51:53 AM
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DATE: 3/3/2025 9:52:04 AM
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Texas Department of Transportation

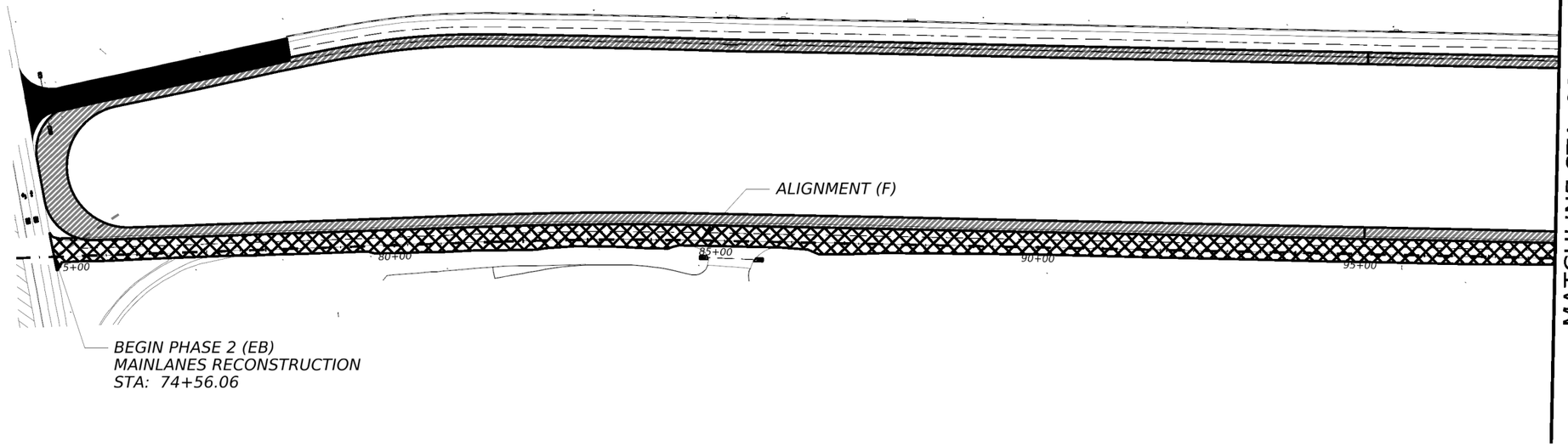
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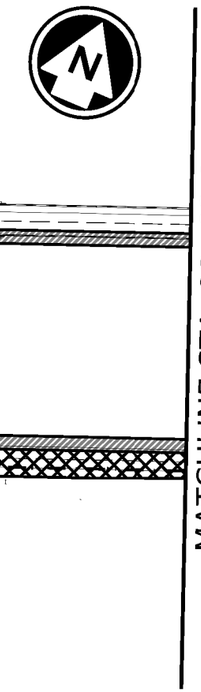
TCP PHASE 1
TURN AROUNDS LAYOUTS

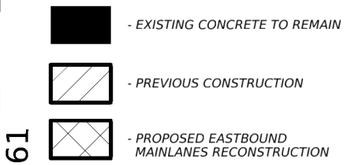
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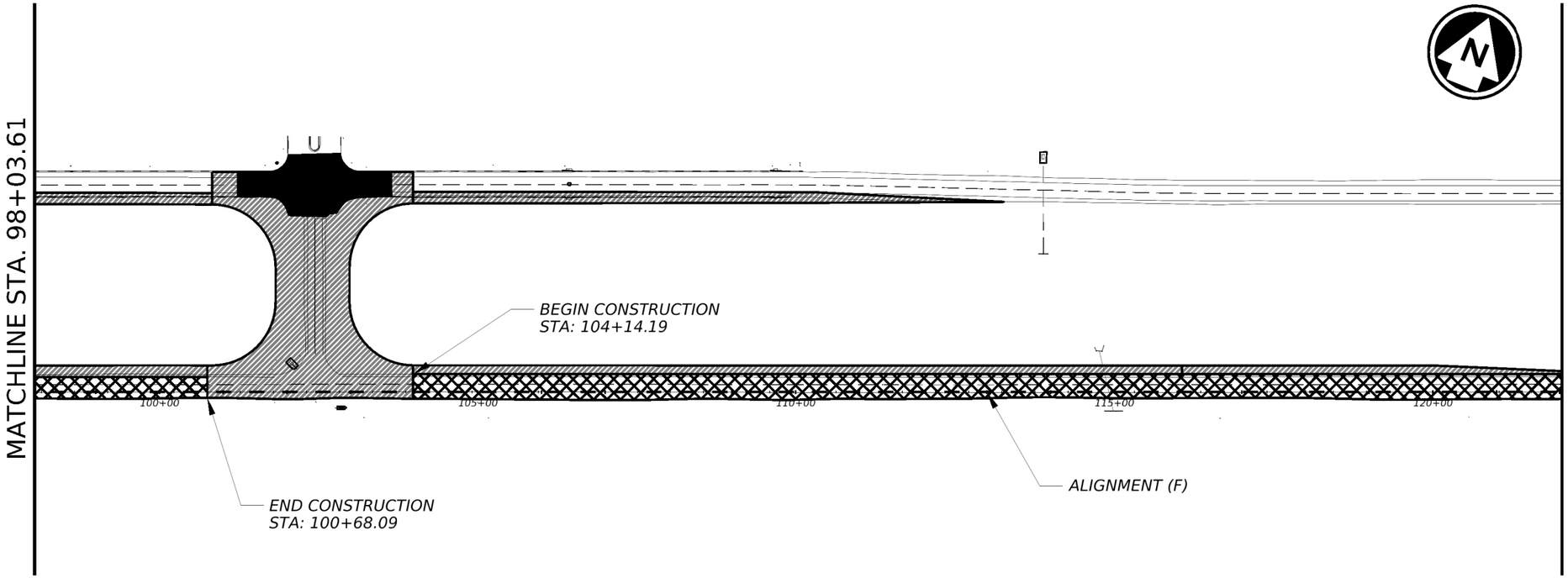
SHEET 2 OF 2

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3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		4









Texas Department of Transportation

SH 255

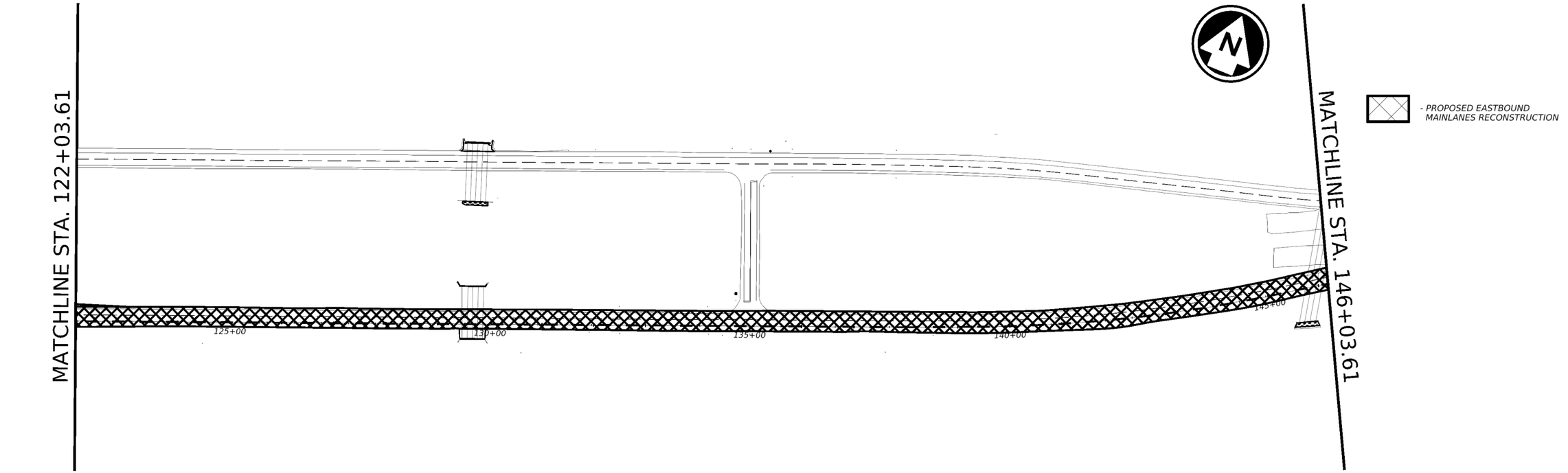
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EASTBOUND LANES
LAYOUTS

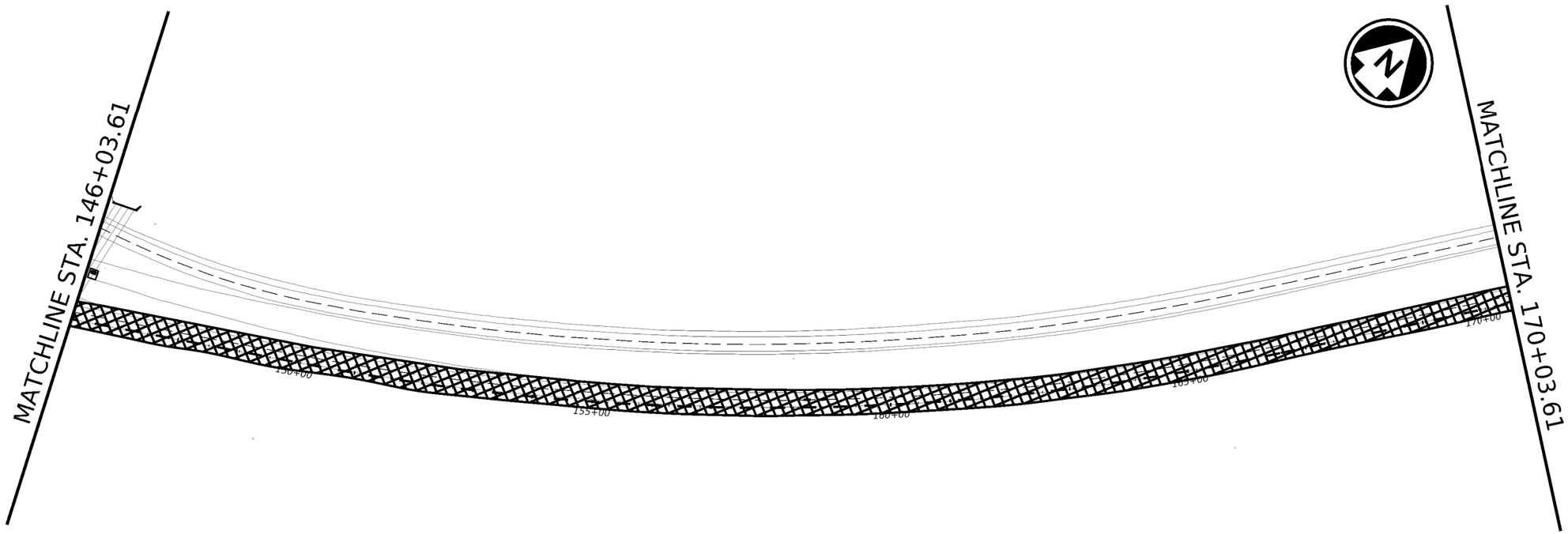
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SHEET 1 OF 4

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET
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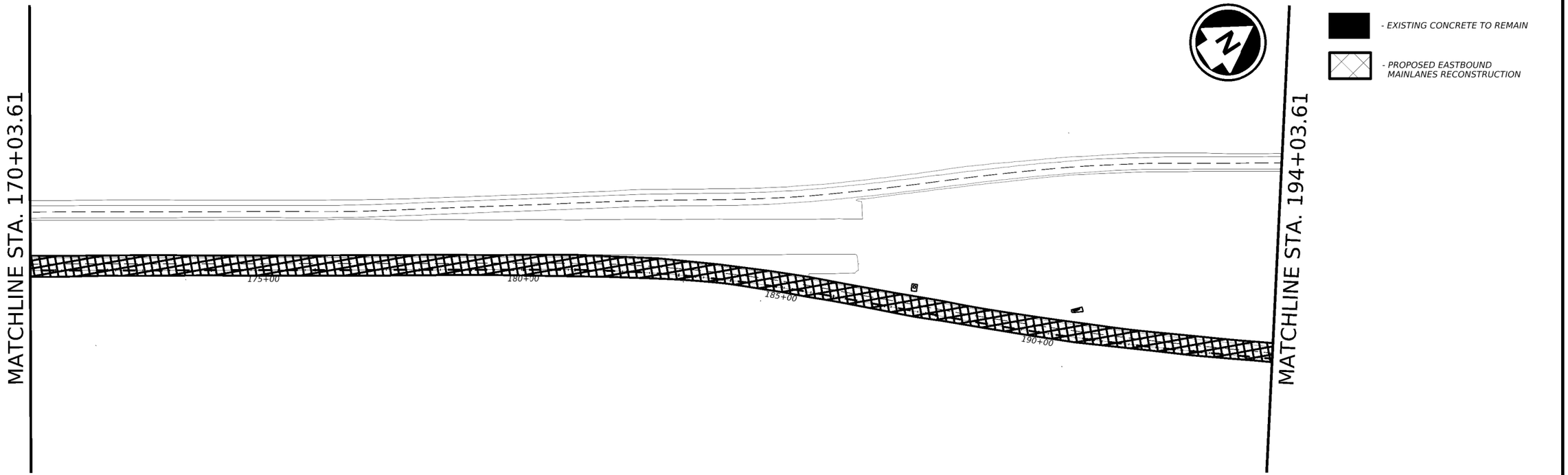
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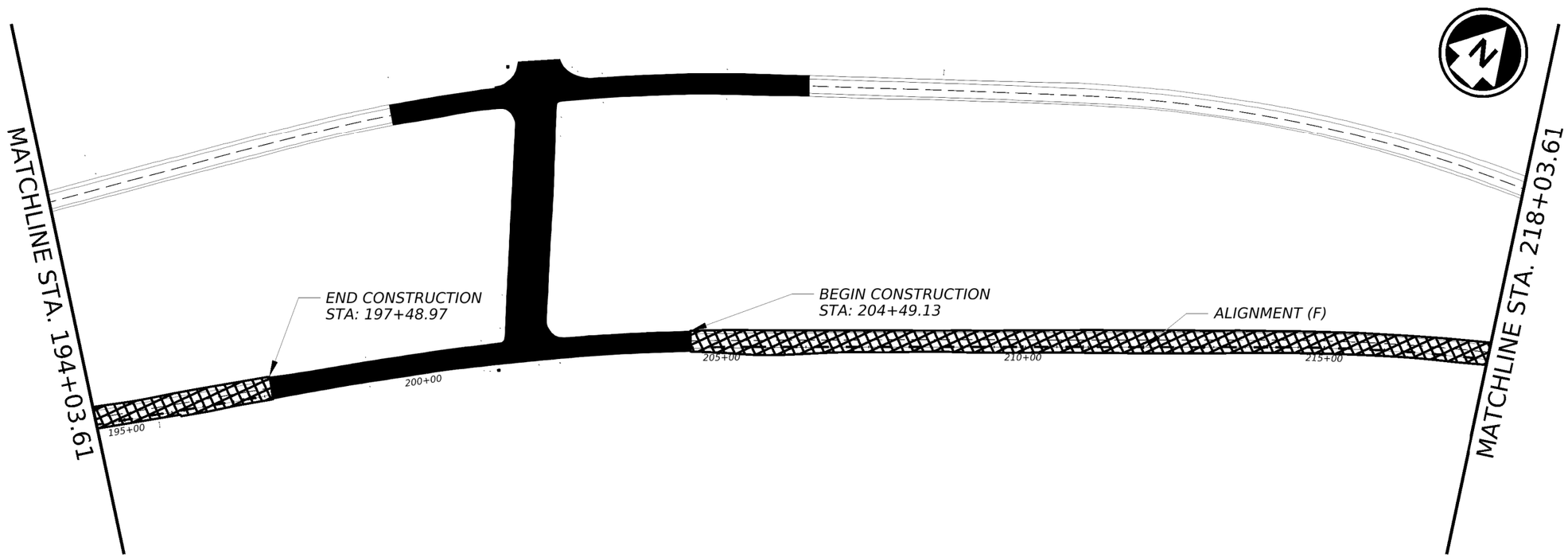
TCP PHASE 2
EASTBOUND LANES
LAYOUTS

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CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255

DIST	COUNTY	SHEET
22	WEBB	4





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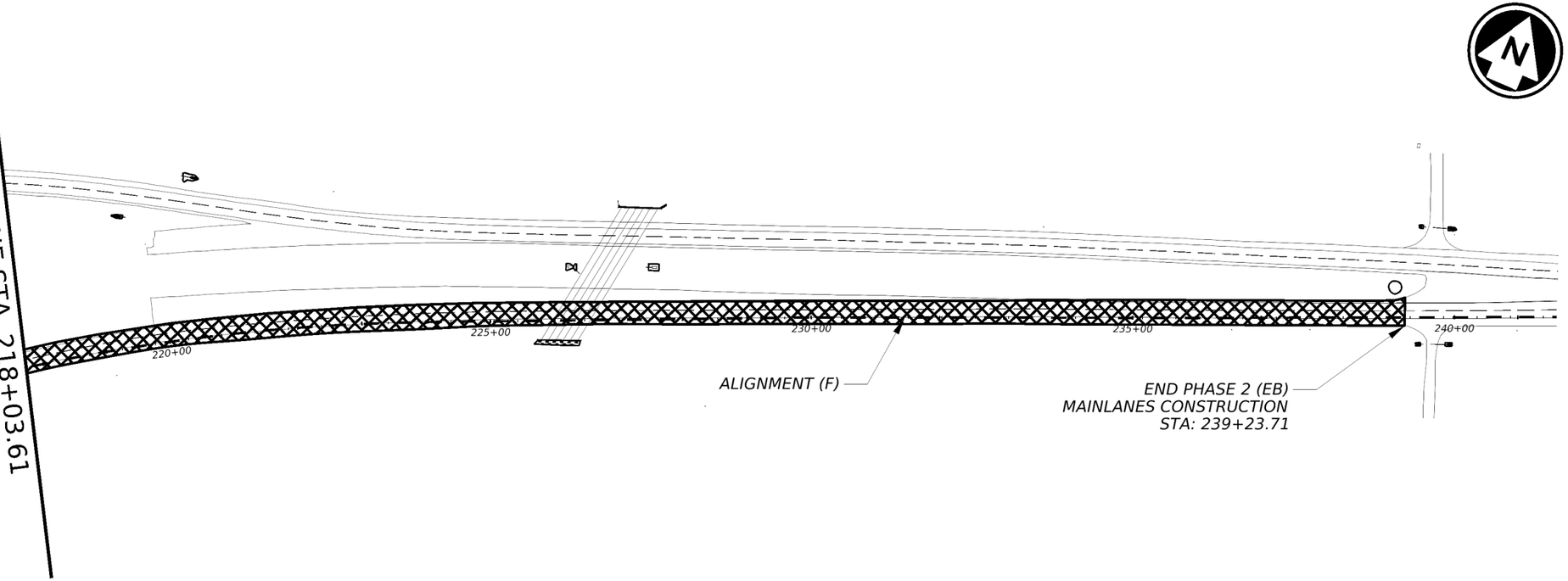
Texas Department of Transportation

SH 255

TCP PHASE 2
EASTBOUND LANES
LAYOUTS

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CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		4.



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SH 255

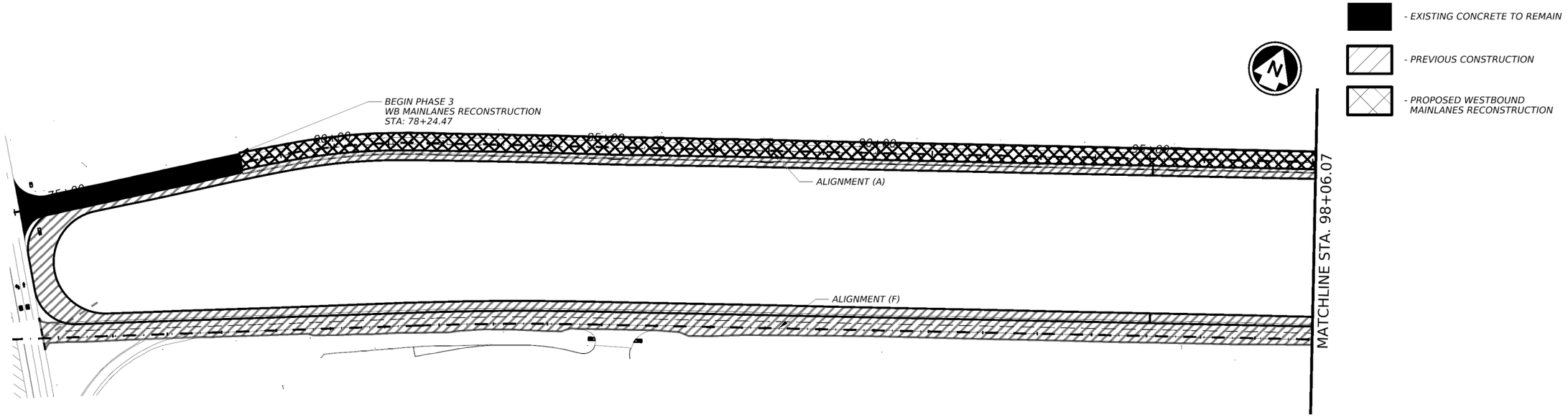
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LAYOUTS

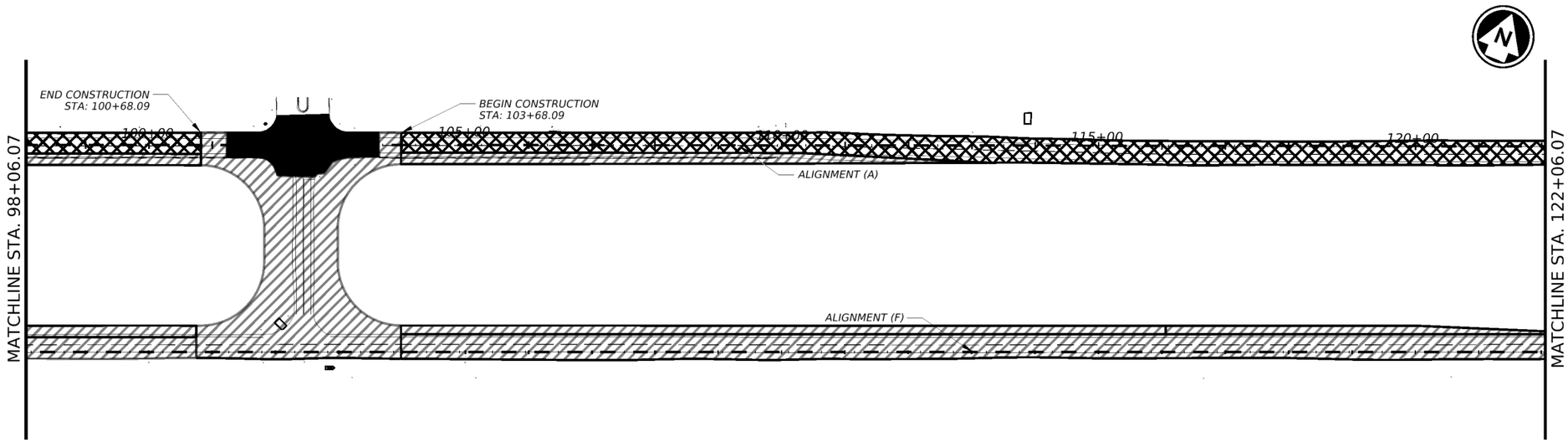
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SHEET 4 OF 4

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3586	02	007	SH 255

DIST	COUNTY	SHEET
22	WEBB	4





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SH 255

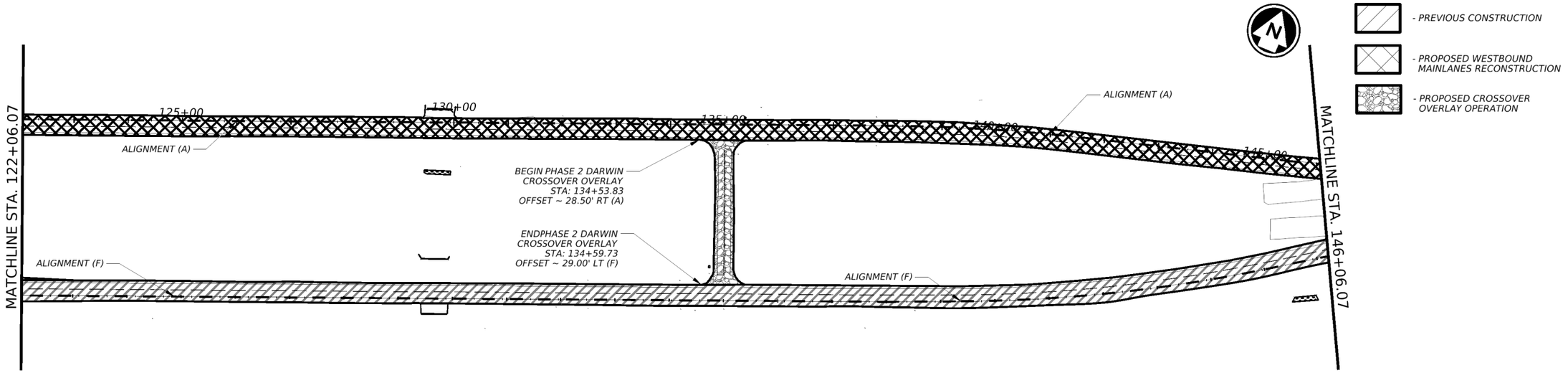
TCP PHASE 3
WESTBOUND LANES
& CROSSOVER LAYOUTS

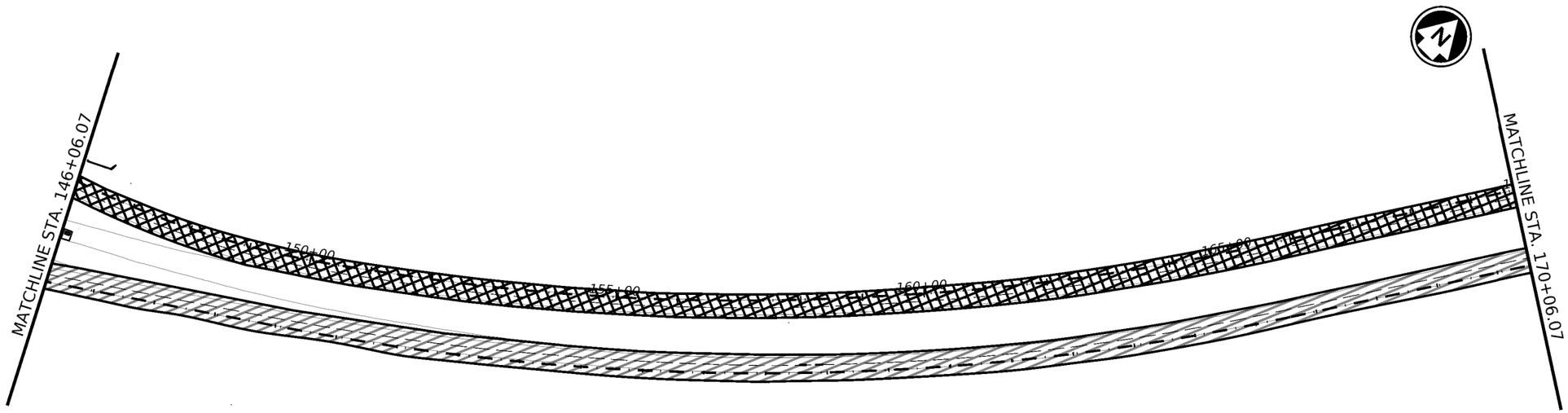
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SHEET 1 OF 4

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET
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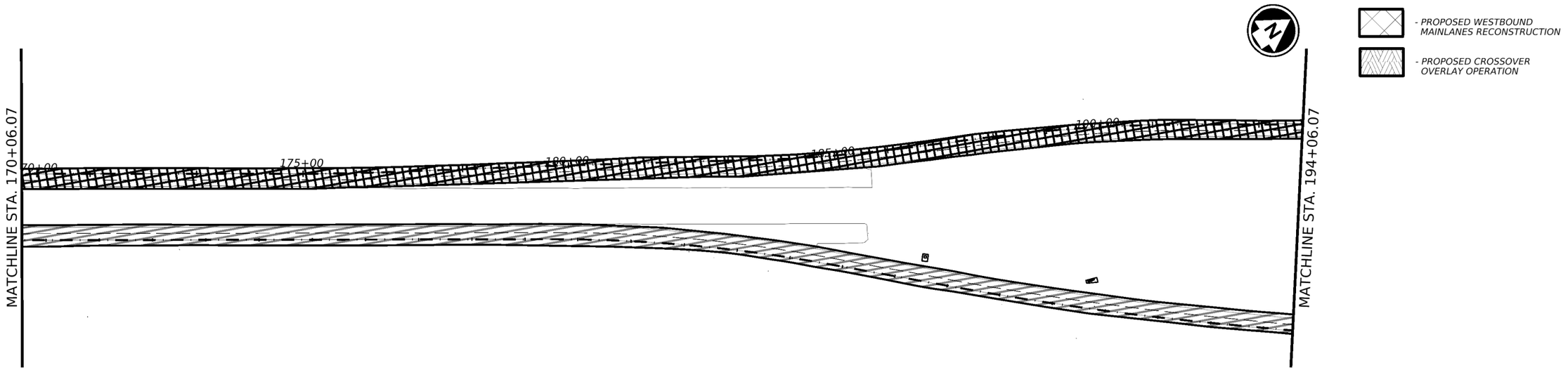
Texas Department of Transportation

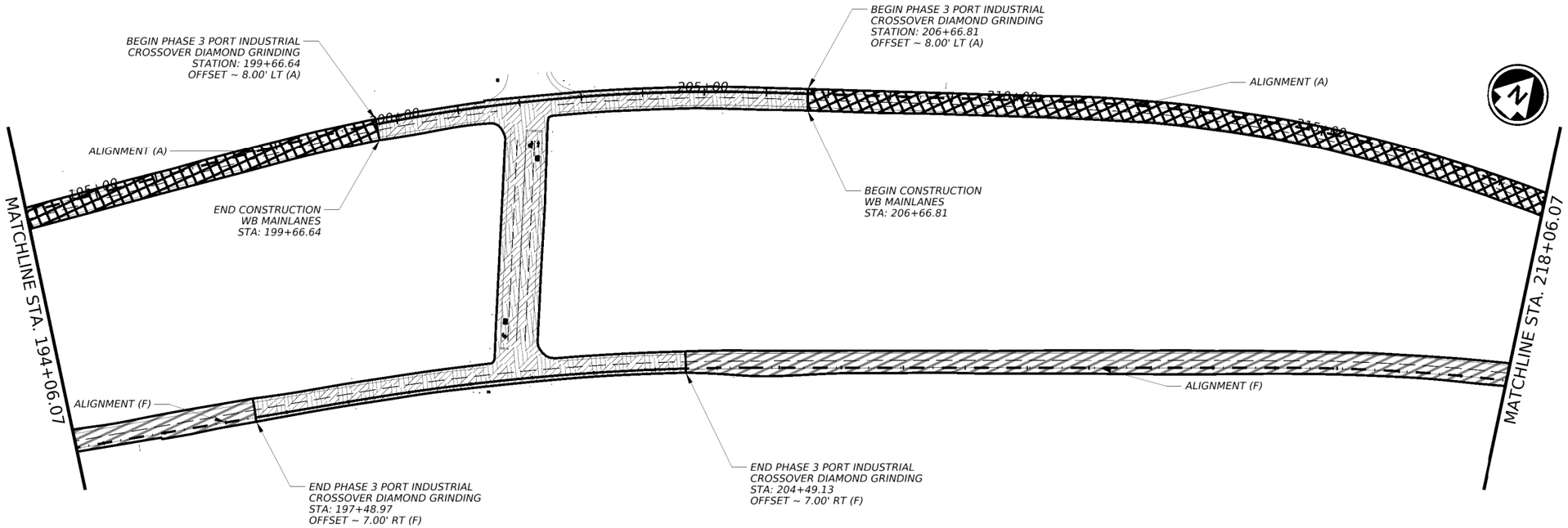
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TCP PHASE 3
WESTBOUND LANES
& CROSSOVER LAYOUTS

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DIST	COUNTY		SHEET
22	WEBB		4





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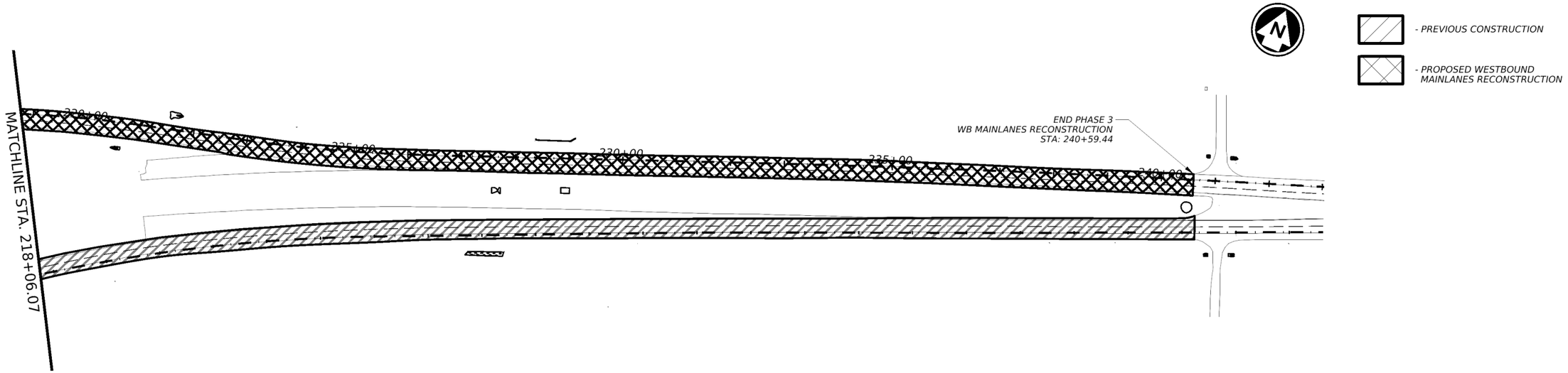
SH 255

TCP PHASE 3 WESTBOUND LANES & CROSSOVER LAYOUTS

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DIST	COUNTY		SHEET
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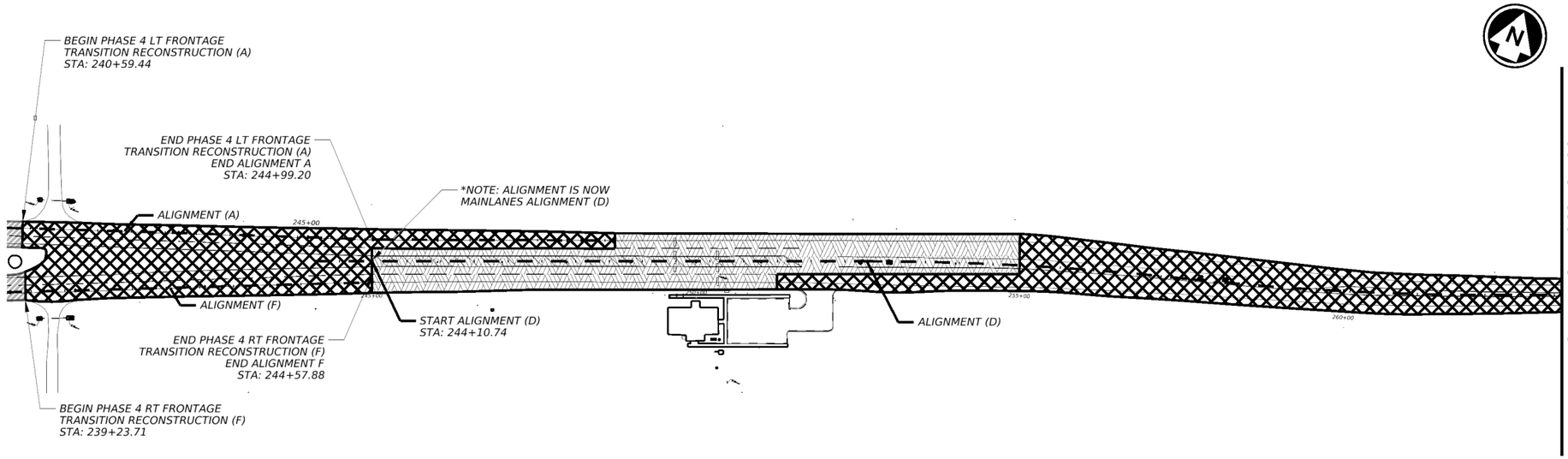
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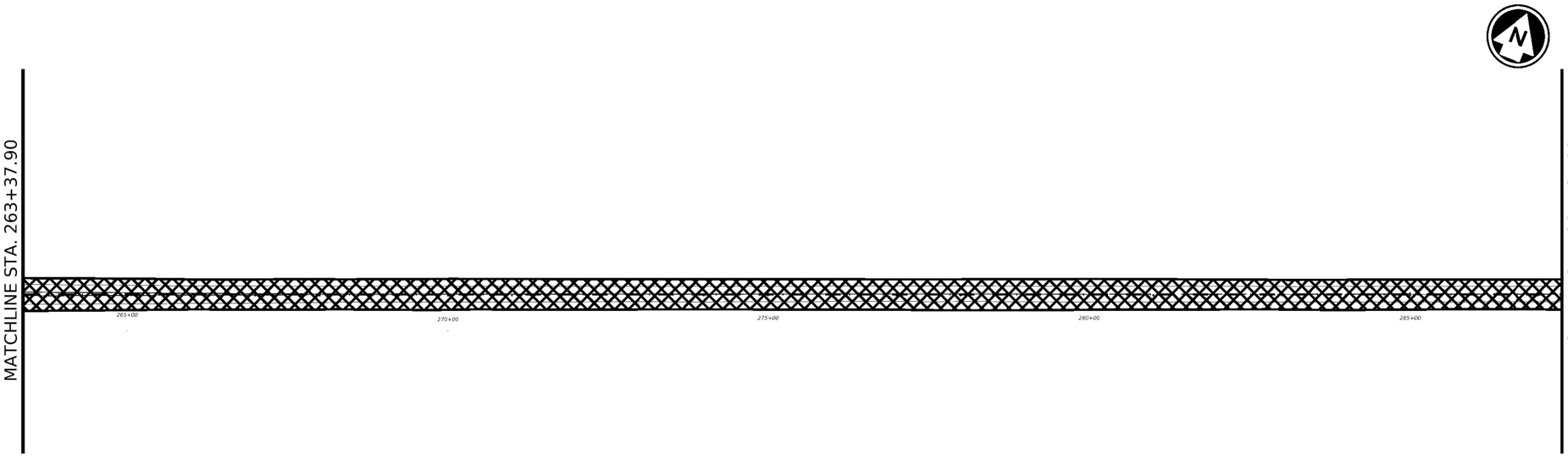
TCP PHASE 3
WESTBOUND LANES
& CROSSOVER LAYOUTS

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SHEET 4 OF 4

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET
22	WEBB		5





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SH 255

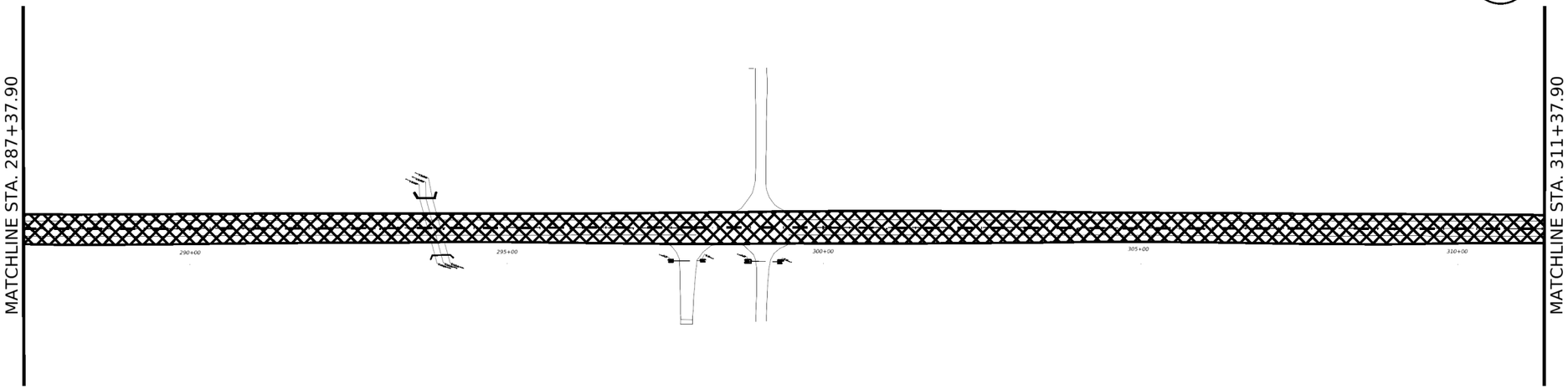
TCP PHASE 4
MAINLANES LAYOUTS

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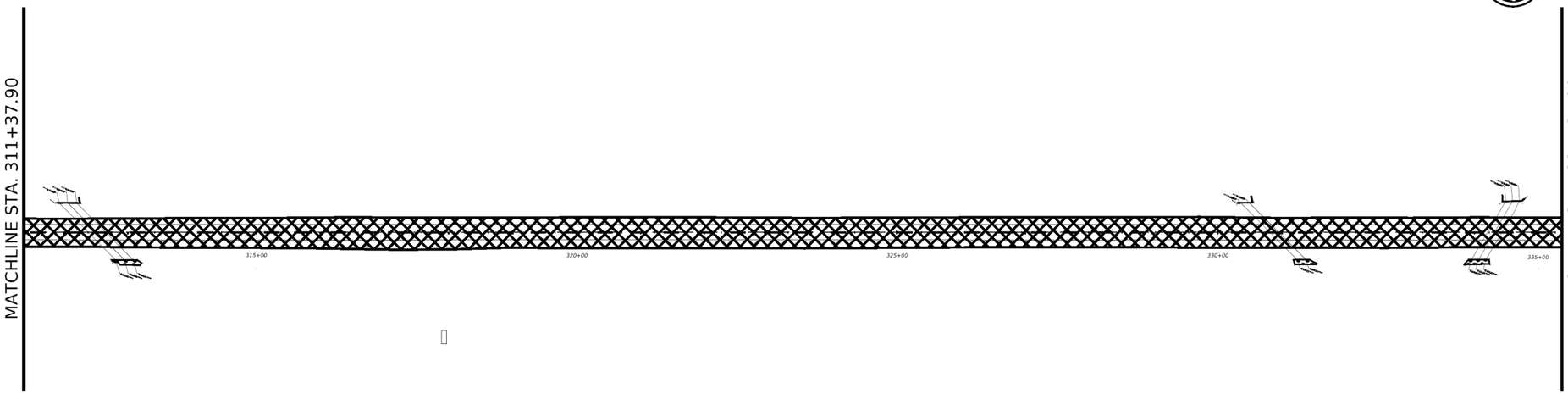
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SH 255

TCP PHASE 4
MAINLANES LAYOUTS

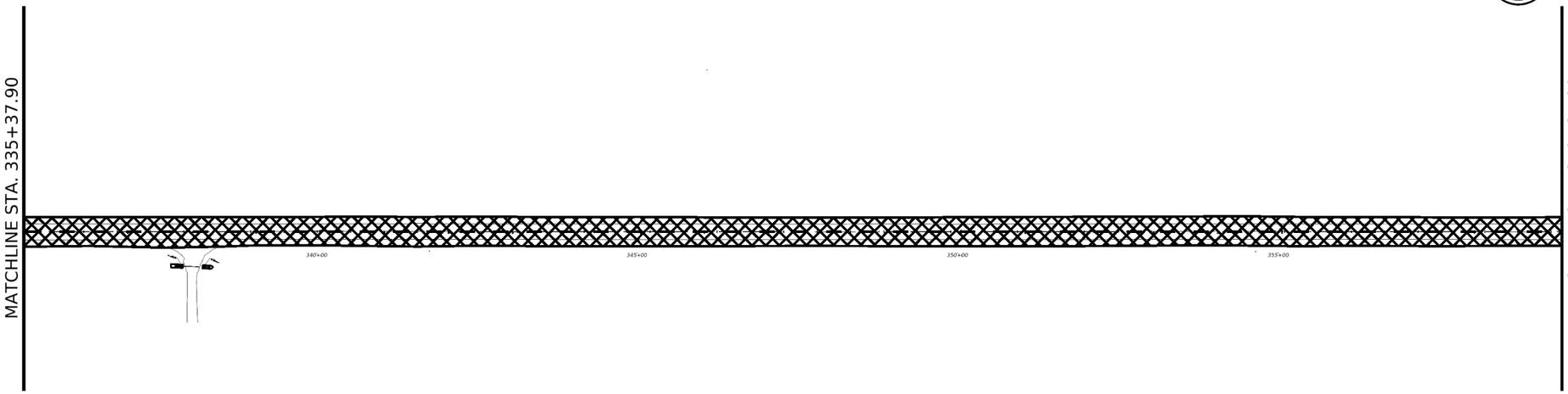
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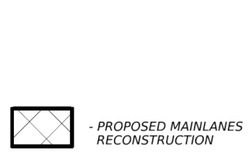
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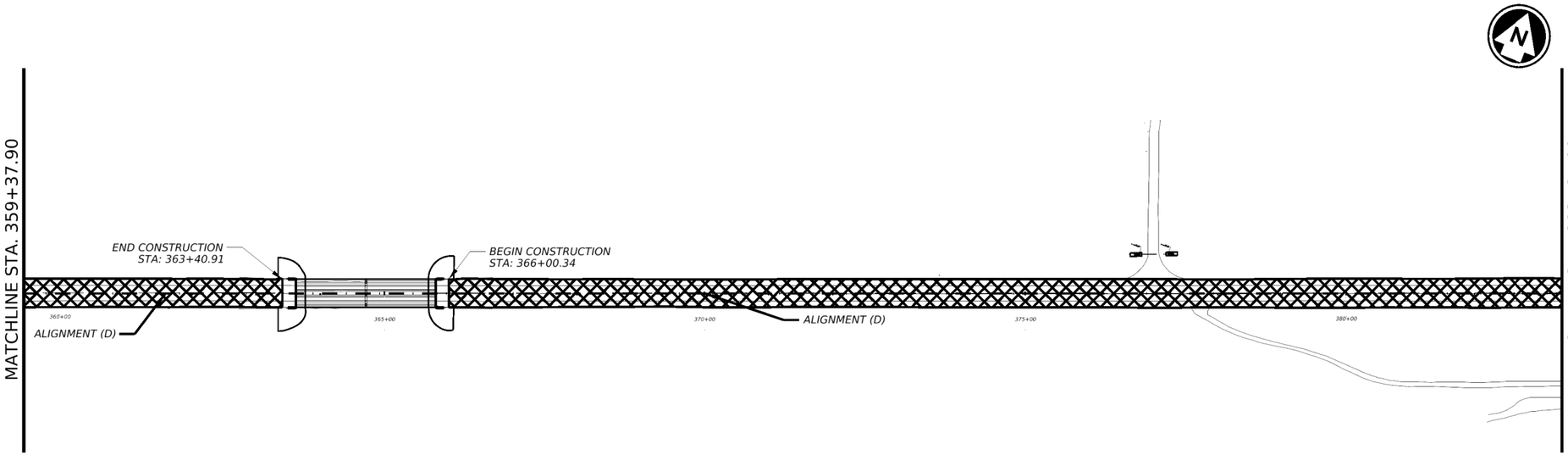
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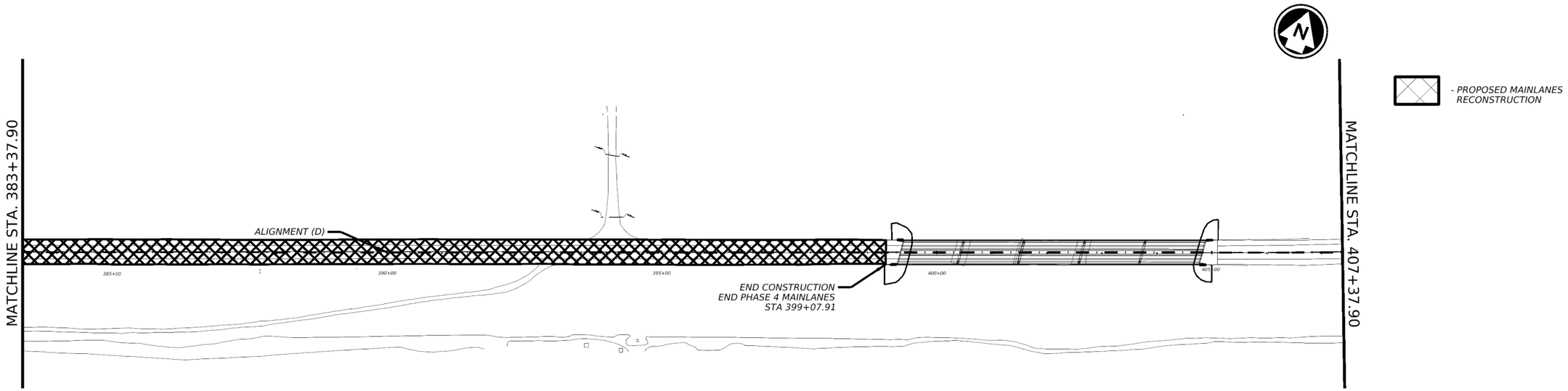
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TCP PHASE 4
MAINLANES LAYOUTS

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3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		5 356

DATE: 3/3/2025 9:52:49 AM
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Texas Department of Transportation

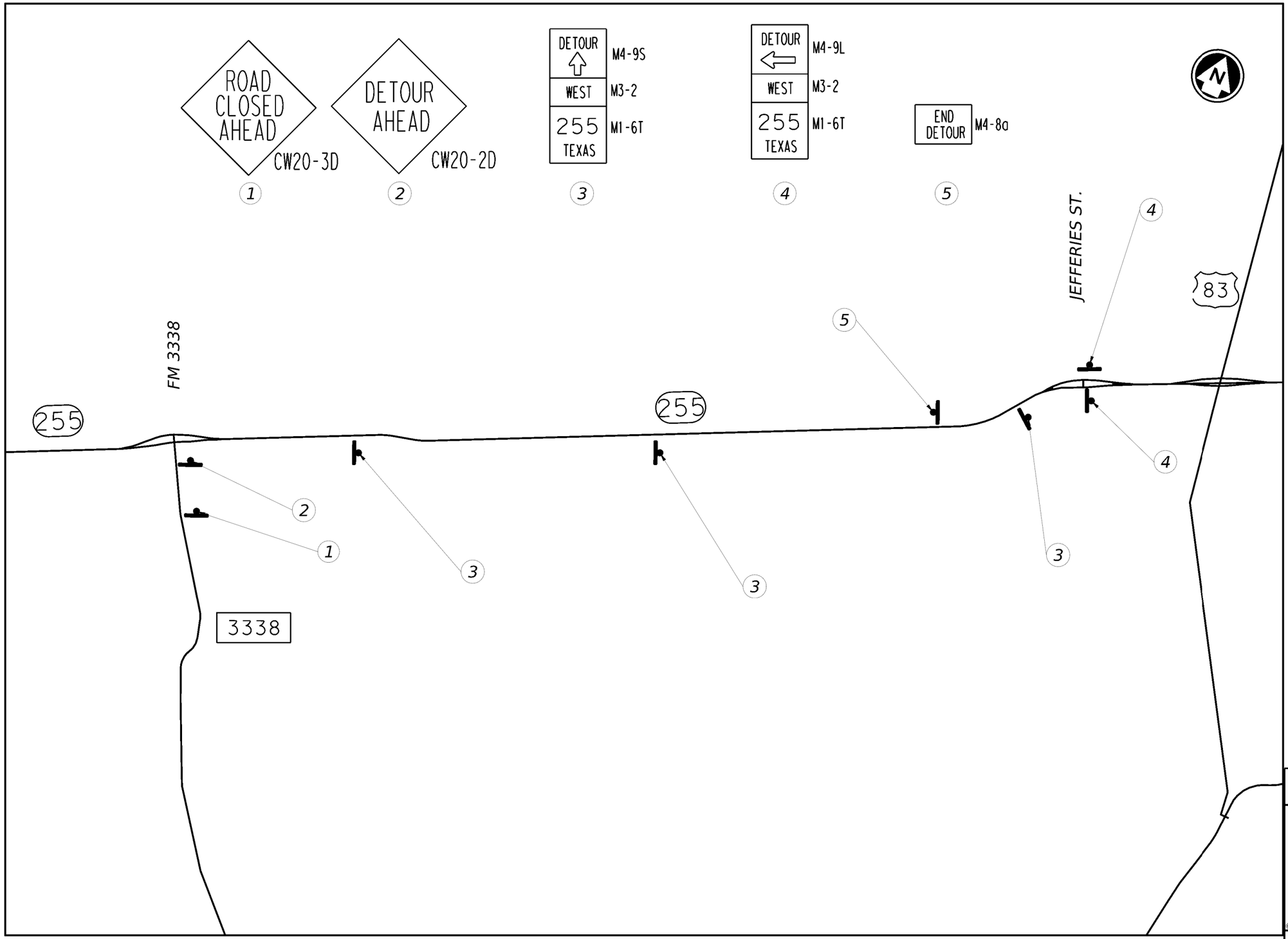
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TCP PHASE 4
MAINLANES LAYOUTS

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SHEET 4 OF 4

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET
22	WEBB		5



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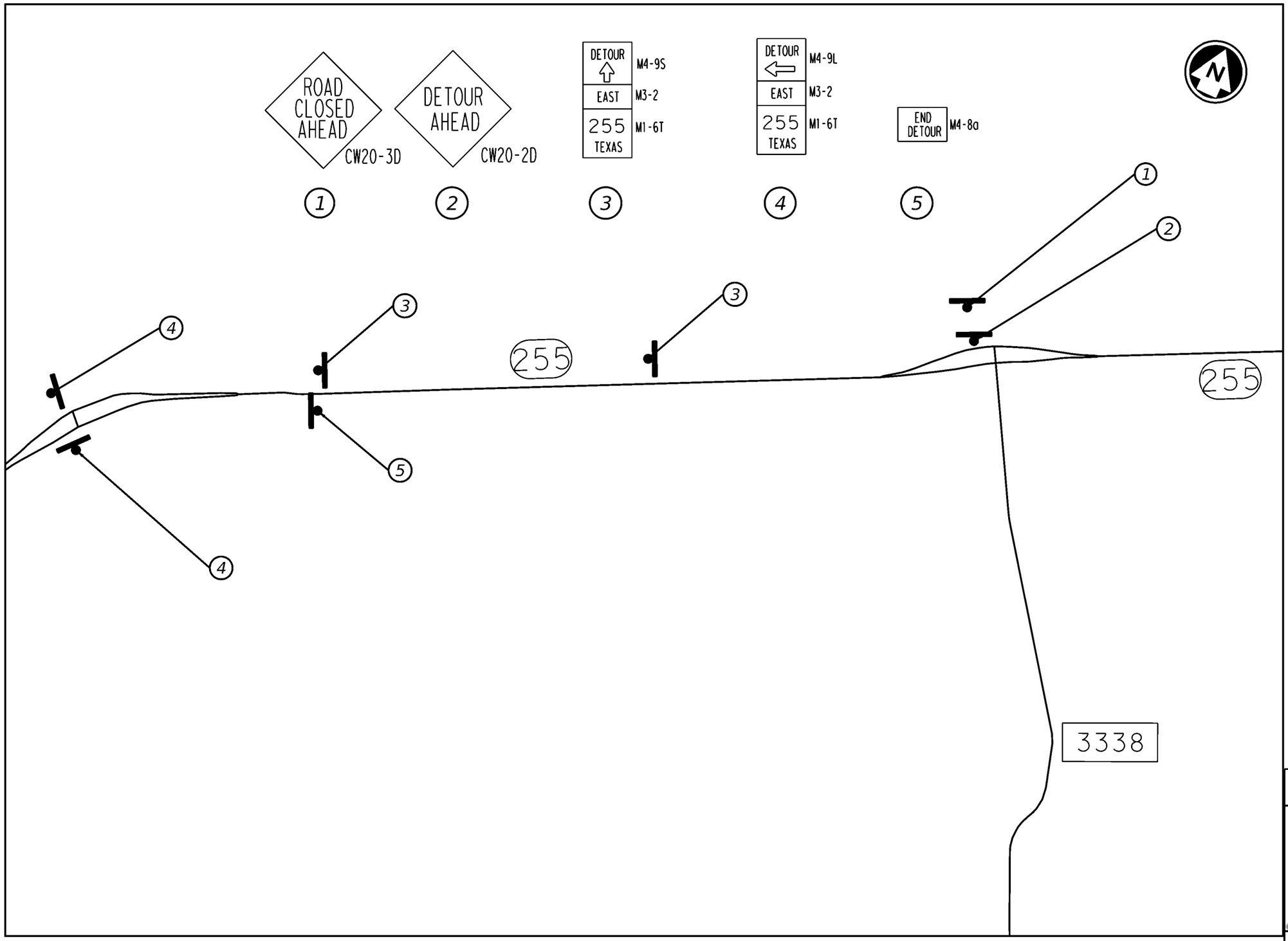
DETOUR FM 3338
INTERSECTION EB

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SHEET 1 OF 1

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DIST	COUNTY		SHEET
22	WEBB		5

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SH 255

DETOUR FM 3338
INTERSECTION WB

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SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
3586	02	007	SH 255
DIST	COUNTY		SHEET
22	WEBB		5

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Texas Department of Transportation

1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043 | 956.712.7400 | WWW.TXDOT.GOV

May 19, 2025

Mr. Joseph Neeb
City Manager
City of Laredo
1110 Houston St.
Laredo, TX 78040

Re: Construction Speed Zoning
County: Webb
Highway: SH255
Control Section: 3586-02

Dear Mr. Neeb:

We request a construction speed zone for the upcoming project on the above-mentioned highway project will consist of rehabilitation of existing roadway, and we are providing you with the speed zone layouts. The new speed that shall govern for this roadway during construction will be as follows:

SH 255:

55 MPH From FM 1472 (Mile Point 1.000) to Approx. 580 ft east of FM 1472 (Mile Point 10.110 / 0.110 Miles)

We respectfully request that you please submit Form 1204 and plans to the City Council during your next meeting so that a city ordinance may be passed. Please include this speed zone as defined above in your ordinance and provide us with a copy of the approved city ordinance for our files. Upon receipt of a copy of the city ordinance, we will schedule the installation of the new speed limit signs once the construction of the projects begins.

Should you have any questions or need additional information, please call me at (956) 764-1215.

Sincerely,

DocuSigned by:
Rafael Guzman
5CB9C1491FA542A...

Rafael Guzman, P.E.
Director of Transportation Operation

cc: Jose Tovias Torres, Transportation Engineer Technician
File copy

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 21.**

SUBJECT
Consideration to award two-year parts/service contract FY25-060 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's John Deere equipment to the sole bidder RDO Equipment, Laredo, Texas, in an annual amount up to $350,000.00 and two-year amount of $700,000.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three, additional one-year periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received one (1) bid through Cit-E-Bid for awarding a two-year parts/service contract. This contract establishes pricing for the purchase of original equipment manufacturer parts and service for the City's John Deere equipment. The term of this contract shall be for a period of two years beginning as of the date of its execution. This contract may be extended for three, additional one-year periods, upon mutual agreement of the parties. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary Pricing:

John Deere Parts/Services	Unit Price
Discount Offered	10%
Product I.D. (Mfr.)	John Deere Parts
Labor Rate for Service	$200.00 Shop/Hour
	$225.00 Field/Hour
Mileage Rate	5-45 Miles--$220.00/Hourly
	50-150 Miles--$260.00/Hourly

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2072.
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.

FY25-060
RDO Equipment Co
Supplier Response

Event Information

Number: FY25-060
Title: FY25-060 John Deere OEM Parts/Services
Type: Invitation For Bid
Issue Date: 4/30/2025
Deadline: 5/22/2025 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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.

*** *

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

RDO Equipment Co Information

Contact: Jose R. Cantu Jr.
Address: 102 Wilcox Rd
Laredo, TX 78043
Phone: (956) 718-1909
Fax: (956) 718-2064
Email: jcantu@rdoequipment.com
Web Address: rdoequipment.com

By submitting your response, you certify that you are authorized to represent and bind your company.

JOSE L VILLAGRAN
Signature

JVILLAGRAN@RDOEQUIPMENT.COM
Email

Submitted at 5/7/2025 08:31:08 AM (CT)

Supplier Note

BID WILL ALSO BE HAND DELIVERED TO CITY SECRETARY.

Response Attachments

FY25-060 John Deere Parts Services BID.pdf

BID WILL BE HAND DELIVERED AS WELL.

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** RDO EQUIPMENT COMPANY , JOSE L. VILLAGRAN 956-718-1909
3	**State how long under has the business been in its present business name** 55
4	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
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? NA
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? NA
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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
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 **Construction Contract**

Construction Contract Requires Acknowledgement

Bid Bond

A Bid Bond is required to be submitted with each bid proposal in accordance with the provisions of the Texas Government Code, Chapter 2253. The Bid Bond ensures that the bidder will enter into a contract if awarded and will provide the required performance and payment bonds. The Bid Bond must meet the following conditions:

- The Bid Bond shall be in an amount not less than five percent (5%) of the total bid price.
- The Bid Bond shall be executed by the bidder and a surety company authorized to do business in Texas.
- The Bid Bond shall be submitted with the bid proposal in the form of a surety bond, cashier's check, or certified check.
- The Bid Bond shall be forfeited if the bidder fails to enter into a contract or provide the required performance and payment bonds within the time specified by the municipality.

Payment Bond

A Payment Bond is required for projects involving in excess of $50,000.00 construction, repair, or rehabilitation, in compliance with Texas Government Code, Chapter 2253, Subchapter A. The Payment Bond ensures that all subcontractors, suppliers, and workers will be paid for their labor and materials. The Payment Bond must meet the following conditions:

- The Payment Bond must be in an amount equal to 100% of the contract price.
- The Payment Bond must be provided to the municipality prior to the start of work under the contract.
- The surety on the Payment Bond must be a company authorized to conduct business in Texas.
- The Payment Bond shall protect all claimants who have supplied labor or materials for the project from non-payment.

Performance Bond

A Performance Bond is required for projects involving in excess of $100,000.00 construction or infrastructure improvements, as provided under Texas Government Code, Chapter 2253, Subchapter A. The Performance Bond guarantees the contractor's faithful performance of the contract and the completion of the work in accordance with the contract terms. The Performance Bond must meet the following conditions:

- The Performance Bond must be in an amount equal to 100% of the contract price.
- The Performance Bond shall be executed by the contractor and a surety company authorized to do business in Texas.
- The Performance Bond shall be submitted to the municipality prior to the start of work under the contract.
- The Performance Bond ensures that, in the event of contractor default, the municipality will be indemnified for any damages or expenses incurred to complete the project.

☑ Acknowledge

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)

JOSE L. VILLAGRAN

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY25-060 JOHN DEERE OEM PARTS/SERVICE - FLEET DEPARTMENT

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

RDO EQUIPMENT COMPANY - JOSE L. VILLAGRAN

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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. I AM NOT AWARE OF CONFLICT OF INTEREST
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 JOSE L. VILLAGRAN - AFTERMARKET MANAGER- RDO EQUIPMENT COMPANY - 05/06/2025

33 **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

34 **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 Jaime Zapata 5512, Thomas Ave. Laredo, TX 78041; email: jezapata@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 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

35 **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

36	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

37

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

38	**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
39	**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: John Deere Equipment OEM Captive New Parts/Service

Quantity: 1 UOM: EA Total: $423.00

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: Percent of Discount Offered Total: 10%

Manufacturer: John Deere OEM Parts

1.2 Labor Rate for Services (Per Hour)

Quantity: 1 UOM: Labor Rate/Hour Price: $200.00 Total: $200.00

Supplier Notes: SHOP RATE IS $200 HOURLY. FIELD RATE IS $225.00

1.3 Mileage Rate

Quantity: 1 UOM: Mileage Rate Price: $220.00 Total: $220.00

Supplier Notes: NO CHARGE IF WITHIN CITY LIMITS 5-45 MILES $220 HOURLY. 50-150 MILES $260 HOURLY

1.4 Parts will be delivered within_____working days after receipt of order.

Quantity: 1 UOM: Parts Delivery (Working Days) Price: $3.00 Total: $3.00

Response Total: $423.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

JOHN DEERE HEAVY EQUIPMENT 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 a two-year supply/service contract for the supply of OEM captive parts and repair service of John Deere heavy equipment 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 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 23, 2025.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: John Deere OEM Parts/Service – Fleet Department
FY25-060

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 I Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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. ********

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 Bid and other contract provisions, for awarding a two-year supply/service contract for the supply of OEM captive parts and repair service of John Deere heavy equipment for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 7804 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 22, 2025**; and all bids received will be opened and **read publicly at 10:00 A.M.** at the Office of the City Secretary on **May 23, 2025.**

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City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 30th DAY OF APRIL 2025.

Mario I. Maldonado Jr.
City Secretary

REC'D CITY SEC OFF
APR 30 '25 AM 10:42

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
5512 Thomas Ave.
Laredo, TX 78041

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.
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
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 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 (NOT APPLICABLE)

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 (Not Required for this contract).

14.1 CODE OF ETHICS ORDINANCE 2012-O-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
John Deere OEM Parts/Service
Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a two-year supply contract for the supply of OEM captive parts and repair service of John Deere heavy equipment 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

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than. May 9. 2025 before 2:00 P.M.

16.2 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Conditions

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.

17.1 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.

17.2 Unit prices shall be shown and where there is an error in extension of price. the unit price shall govern.

18.0 General Requirements

18.1 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 equipment may be picked up.

18.2 Pick up & delivery: Successful bidder must provide pickup and delivery of equipment during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

18.3 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.

18.4 When contractor cannot abide by the terms and conditions in fulfilling the contract. the City of Laredo reserves the right to secure parts and services from other sources.

18.5 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 pickup or delivery of any equipment.

18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock. manufacturer. catalog or part number (if any). 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.

18.7 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).

18.8 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.

18.9 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

18.10 Bids for parts exceeding the suggested OEM retail price will be rejected.

18.11 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.

19.0 Specifications

19.1 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.

19.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

19.3 Invoices:

19.3.1 Must be legible and reference a valid purchase order number.

19.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

19.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

19.4 City of Laredo personnel may pickup parts from Contractor's facility.

19.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

19.6 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.

19.7 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.

20.0 Term of Contract

The term of this contract shall be for a period of two (2) years 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 six-month period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 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.
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.

21.1 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.

22.0 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 ealdape@ci.laredo.tx.us

23.0 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.

24.0 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)

25.0 **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) RDO EQUIPMENT COMPANY

Signature of person authorized to sign bid Jose L Villagran Date 05/06/2025

Print Name of person authorized to sign bid Jose L Villagran

Title: AFTERMARKET MANAGER

Business Address: 102 WILCOX RD.

City, State, Zip Code: LAREDO, TX, 78043

Telephone Number: 956-718-1909 Fax Number: 956-718-2064

Contact Person Email Address: JVILLAGRAN@RDOEQUIPMENT.COM

Federal Tax ID Number: 1-45-0455407-3

Bidders Principal/Corporate Place of Business Address:

Indicated Status of Business:

Corporation X Partnership Sole Proprietorship Other:

If other state business status:

State how long under its present business name: FIFTY NINE YEARS 59

If applicable, list all other names under which the Business identified above operated in the last five years.

NA

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

26.0 Tab Price Schedule

26.1 Section I: John Deere Equipment Captive New Parts/Service

Percent of discount offered	10 %
Product identification (Mfr.)	JOHN DEERE
Type price schedule (dealer, jobber, etc.)	DEALER
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$200 - IN SHOP $ $225 - FIELD Per Hour
Mileage Rate (if any) NO CHARGE IF WITHIN CITY LIMITS	5-45 MILES $ 220 - HRLY $ _____ Per Mile 50-150 MILES $260.00 HRLY

Parts will be delivered within 3 working days after receipt of order.

Company Name: RDO EQUIPMENT COMPANY

Owner/President Name: RONALD D. OFFUTT

Company Address: 102 WILCOX RD.

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: Jose L Villagran

Company Representative's Name: JOSE L VILLAGRAN - AFTERMARKET MANAGER

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.0 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 the 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.

JOSE L.VILLAGRAN (Name) | Jose L Villagran (Signature) | 05/06/2025 (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

28.0 **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 _____
(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_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

29.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online. print completed form
and submit with proposal to originating department.
All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

JOSE	L	VILLAGRAN	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY25-060 JOHN DEERE PARTS/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
JOSE L.VILLAGRAN	Jose L Villagran	RDO EQUIPMENT COMPANY	

***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.

JOSE L. VILLAGRAN	Jose L Villagran	AFTERMARKET MANAGER
Name (Print)	Signature	Title

RDO EQUIPMENT COMPANY	05/06/2025
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

30.0 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

30.1 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.

30.2 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 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.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********DOES NOT NEED TO BE NOTARIZED********

30.0 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 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 23, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: John Deere OEM Parts/Service – Fleet Department
FY25-060

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

					RDO Equipment		Notes
					Total Price	$423.00	
Line #	Description	Mfgr	QTY	UOM	Unit	Extended	
1	Section I: John Deere Equipment OEM Captiv		1	EA	**$423.00**	$423.00	
1.1	Percent of Discount Offered	John Deere OE	1	Percent of Discount Offered	10.0%		
1.2	Labor Rate for Services (Per Hour)		1	Labor Rate/Hour	**$200.00**		SHOP RATE IS $200 HOURLY. FIELD RATE IS $225.00
1.3	Mileage Rate		1	Mileage Rate	**$220.00**		NO CHARGE IF WITHIN CITY LIMITS 5-45 MILES $220 HOURLY. 50-150 MILES $260 HOURLY
1.4	Parts will be delivered within_____work		1	Parts Delivery (Working Days)	**3**		

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 22.**

SUBJECT
Consideration to renew annual service contract FY24-101 with the following vendors:

1. Section I - BTE Body Co., Irving, Texas in an amount up to $150,000.00 (Parts only);

2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to $145,000.00 (Service only);

3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to $145,000.00 (Service only);

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be secured on an as needed basis. Fund is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/16/24.

BACKGROUND
This contract establishes hourly service rate for the purchase of original equipment manufacturer (OEM) truck service for the City's automated side loader garbage trucks. The Fleet Department shall provide the (OEM) truck parts. There was no price increase during the last extension period. This is the first of three one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the Fleet Department.

Summary:

	Laredo Mechanical Industrial Services	BTE Body Co.	Gutierrez Machine & Welding Shop
Percentage Rate (if any)	10%	0%	
Estimated Parts Delivery		3-5 Days	
Repair Service Rate			
Labor Rate for Services	$60.00		$50.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2078.
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.

				BTE Body Co.		Gutierrez Machine & Welding Shop		Laredo Mechanical Industrial Services, Inc.	
				Total Price	$0.00	Total Price	$50.00	Total Price	$60.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Scorpion (DADEE Manufacturing) C	1	PKG	$0.00	$0.00			$0.00	$0.00
1.1	Percent of Discount Offered	1	EA	0.0%				10.0%	
1.2	Parts will be delivered in working days after r	1	Days	5.0%					
2	Section II: Scorpion (DADEE Manufacturing) F	1	PKG	No Bid		**$50.00**	$50.00	$60.00	$60.00
2.1	Labor Rate for Services	1	Hourly Labo			**$50.00**		$60.00	
2.2	Mileage Rate (if any)	1	Hourly Labo						

City of Laredo
Purchasing Division
RENEWAL NOTICE

May 23, 2025

Doug Tanos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Tanos,

This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

BTE Body Co.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Douglas J. Tanos

Date: 5/29/25

City of Laredo
Purchasing Division
RENEWAL NOTICE

May 23, 2025

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: [signature]

Print Name: Moises Gutierrez Jr.

Date: 5-28-25

City of Laredo
Purchasing Division
RENEWAL NOTICE

May 23, 2025

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: JUAN ENRIQUE GONZALEZ

Date: 5/23/2025

City of Laredo
Purchasing Division

LETTER OF AWARD

October 1, 2024

Doug Tancos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Tancos,

This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the primary vendor for Section I.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

October 2, 2024

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Gonzalez,

This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the secondary vendor for Section II.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

October 1, 2024

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Gutierrez,

This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the primary vendor for Section II.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo

File Summary

File Number	Title	Current Status
24-1765	**Consent Agenda**	**Agenda Ready**

Consideration to award annual service contract FY24-101 to the following low bidders:

1. Section I - BTE Body Co., Irving, Texas in an amount up to $150,000.00 (Primary Vendor) (Parts only);

2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to $145,000.00 (Primary Vendor) (Service only);

3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to $145,000.00 (Secondary Vendor) (Service only).

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. This contract may be extended for three additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Fund is available in the Fleet Maintenance Budget.

Introduced: 9/4/2024 **Controlling Body:** City Council

Meeting Date: 9/16/2024

Department: Fleet Management

Drafter: pperez@ci.laredo.tx.us

City of Laredo

City Council

Meeting Date: 9/16/2024 **Consent Agenda 41.**

SUBJECT
Consideration to award annual service contract FY24-101 to the following low bidders:

1. Section I - BTE Body Co., Irving, Texas in an amount up to $150,000.00 (Primary Vendor) (Parts only);

2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to $145,000.00 (Primary Vendor) (Service only);

3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to $145,000.00 (Secondary Vendor) (Service only).

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. This contract may be extended for three additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Fund is available in the Fleet Maintenance Budget.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received three (3) bids through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) truck service for the City's automated side loader garbage trucks. This contract establishes an hourly service rate. The Fleet Department shall provide the (OEM) truck parts. Staff has reviewed the bid received and is recommending that this contract be awarded to BTE Body Co. as primary vendor for parts only for Section I. Section II, for Gutierrez Machine & Welding Shop. for service only and Laredo Mechanical Industrial Services as secondary vendor for service only.

Summary:

	BTE Body Co.	Laredo Mechanical Industrial Services	Gutierrez Machine & Welding Shop
Section I Scorpion (DADEE Manufacturing) Captive New (OEM) Parts			

Percentage Rate (if any)	0%	10%	No Bid
Estimate Parts Delivery	3-5 Days	TBD	No Bid
Section II Repair Service Rate			
Labor Rate for Services	No Bid	$60.00	$50.00
Mileage Rate (if any)	No Bid	No Bid	No Bid

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 Maintenance Fund.
Account #:	593-2810-533-2078.
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.

				BTE Body Co.		Gutierrez Machine & Welding Shop		Laredo Mechanical Industrial Services, Inc.	
				Total Price	$0.00	Total Price	$50.00	Total Price	$60.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Scorpion (DADEE Manufacturing) C	1	PKG	$0.00	$0.00			$0.00	$0.00
1.1	Percent of Discount Offered	1	EA	0.0%				10.0%	
1.2	Parts will be delivered in working days after r	1	Days	5.0%					
2	Section II: Scorpion (DADEE Manufacturing) F	1	PKG	No Bid		$50.00	$50.00	$60.00	$60.00
2.1	Labor Rate for Services	1	Hourly Labo			$50.00		$60.00	
2.2	Mileage Rate (if any)	1	Hourly Labo						

FY24-101 Automated Side Loader OEM Parts & Service

BTE Body Co.

Supplier Response

Event Information

Number:	FY24-101 Automated Side Loader OEM Parts & Service
Title:	FY21-101 Automated Side Loader OEM Parts & Service – Fleet Department
Type:	Invitation For Bid
Issue Date:	8/9/2024
Deadline:	8/29/2024 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

BTE Body Co. Information

Contact: Doug Tancos
Address: 1601 E. State Highway 356
Irving, TX 76050
Phone: (972) 554-0725
Email: dtancos@btebody.com
Web Address: btebody.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Douglas J. Tancos — *Signature*

dtancos@btebody.com — *Email*

Submitted at 8/29/2024 12:15:56 AM (CT)

Supplier Note

BTE is the OEM and Sole Source Provider for OEM Scorpion ASL parts in the State of Texas. In the event of any discrepancies between the electronic response and the hard copy attachments, the hard copy attachments will take precedence.

Response Attachments

BTE OEM Letter for FY24-101.pdf

BTE OEM Letter for FY24-101

BTE Sole Source Letter for FY24-101.pdf

BTE Sole Source Letter for FY24-101

Bid Response Documents for FY24-101.pdf

Bid Response Documents for FY24-101

Bid Attributes

1	**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 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 by sections** to the lowest responsive 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 and one secondary vendor for this contract.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

2	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	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

4	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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
5	**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 ".
6	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** BTE BODY COMPANY, INC. - Douglas J. Tancos, 972-554-0725
7	**State how long under has the business been in its present business name** 16 years, 5 months
8	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
9	**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.
10	**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? 1) No 2) No 3) No 4) No 5) No
11	**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? 1) No 2) No 3) No
12	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

13 **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.

14 **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.

15 **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

16 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

17 **This is a**

New Submission

18 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Clayton A Campbell

19 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

a) FY24-101 Automated Side Loader OEM Parts & Service b) Fleet Department

20 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

BTE BODY COMPANY, INC.

21	**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
22	**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. BTE Body Company is a wholly-owned subsidiary of Brucker's Truck & Equipment
23	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
24	**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
25	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
26	**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
27	**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
28	**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
29	**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.

30	**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
31	**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
32	**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
33	**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
34	**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
35	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Clayton A Campbell, General Manager BTE Body Company, Inc. 8/28/2024
36	**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
37	**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. N/A

Bid Lines

1	**Package Header**

Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Manufacturer:

Item Notes:

Supplier Notes: Scorpion ASL OEM Parts. BTE is the OEM for this product line and the Sole Source Provider for OEM Scorpion ASL parts in the State of Texas per the attached OEM Letter and Sole Source Letter.

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 0%

Supplier Notes: FOB Destination, Prepaid/Add. Shipping charges are NOT included in the price of parts. All freight charges will be Prepaid / Add to the invoice. No Published Price List. BTE is the OEM and Sole Source Provider in the State of Texas.

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total: 5%

Supplier Notes: Pickup and Delivery via Parcel or LTL Freight only. Lead Time for In Stock parts is 3-5 business days ARO. Lead Time for Out Of Stock parts will be quoted on a case-by-case basis.

2 Package Header

Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG **No Bid**

Manufacturer:

Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Response Total: 0

FY24-101 Automated Side Loader OEM Parts & Service

Gutierrez Machine & Welding Shop

Supplier Response

Event Information

Number:	FY24-101 Automated Side Loader OEM Parts & Service
Title:	FY21-101 Automated Side Loader OEM Parts & Service – Fleet Department
Type:	Invitation For Bid
Issue Date:	8/9/2024
Deadline:	8/29/2024 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Gutierrez Machine & Welding Shop Information

Contact: Moises Gutierrez, Jr.
Address: 201 West Ryan St,
Laredo, TX 78041
Phone: (956) 726-1688
Fax: (956) 791-3897
Email: moisesgms@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Gutierrez Machine & Welding Shop
Signature

moisesjrgms@gmail.com
Email

Submitted at 8/29/2024 03:32:00 PM (CT)

Bid Attributes

1 **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 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 by sections** to the lowest responsive 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 and one secondary vendor for this contract.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND

RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions*

2 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	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ *I have read and understand this section*

4	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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*
5	**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 ".
6	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
7	**State how long under has the business been in its present business name** *No response*
8	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
9	**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.
10	**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*
11	**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*
12	**State if the Company is a certified minority business enterprise** *No response*

13	**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.
14	**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.
15	**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*
16	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
17	**This is a** *No response*
18	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
19	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
20	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*

21	**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*
22	**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*
23	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
24	**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*
25	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
26	**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*
27	**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*
28	**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*
29	**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.

30	**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*
31	**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*
32	**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*
33	**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*
34	**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*
35	**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*
36	**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*
37	**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: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer:

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: *No response*

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total: *No response*

2 Package Header

Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG Total: $50.00

Manufacturer:

Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: $50.00 Total: $50.00

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

Response Total: $50.00

FY24-101 Automated Side Loader OEM Parts & Service

Laredo Mechanical Industrial Services, Inc.

Supplier Response

Event Information

Number:	FY24-101 Automated Side Loader OEM Parts & Service
Title:	FY21-101 Automated Side Loader OEM Parts & Service – Fleet Department
Type:	Invitation For Bid
Issue Date:	8/9/2024
Deadline:	8/29/2024 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Laredo Mechanical Industrial Services, Inc. Information

Address: 7305 San Dario Ave
#307
Laredo, TX 78045
Phone: (956) 568-5354
Email: laredomechanical@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Laredo Mechanical Inc Servs Inc
Signature

laredomechanical@yahoo.com
Email

Submitted at 8/28/2024 02:29:00 PM (CT)

Bid Attributes

1 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 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 by sections** to the lowest responsive 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 and one secondary vendor for this contract.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER

1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions*

2 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	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of RFP Only**

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ *I have read and understand this section*

4	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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*
5	**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 ".
6	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
7	**State how long under has the business been in its present business name** *No response*
8	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
9	**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.
10	**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*
11	**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*
12	**State if the Company is a certified minority business enterprise** *No response*

13	**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.
14	**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.
15	**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*
16	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
17	**This is a** *No response*
18	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
19	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
20	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*

21 **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

22 **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

23 **Question 5. List any individuals or entities that will be subcontractors on this contract**

No response

24 **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

25 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

No response

26 **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

27 **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

28 **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

29 **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.

30	**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*
31	**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*
32	**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*
33	**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*
34	**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*
35	**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*
36	**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*
37	**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: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer:

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 10%

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total: *No response*

2 Package Header

Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG Total: $60.00

Manufacturer:

Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

Response Total: $60.00

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 23.**

SUBJECT
Consideration to award two-year supply contract FY25-061 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with:

1. Sames Motor Company, Laredo, Texas in an annual amount up to $300,000.00 and two-year amount of $600,000.00;

2. Gillie Hyde Ford, Glasgow, Kentucky in an annual amount up to $175,000.00 and two-year amount of $350,000.00.

All parts will be secured on an as needed basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three additional one-year periods upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received two (2) bids through Cit-E-Bid for awarding a two-year parts contract. This contract establishes discount pricing for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. The term of this contract shall be for a period of two years beginning as of the date of its execution. This contract can be renewed for three additional one-year periods upon mutual agreement of the parties. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

	Discount Offered	Product I.D.
Sames Motor Co.	31.5% Avg. Discount	Ford
Gillie Hyde Ford	Under Dealer Cost: 1%	Ford

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2025.
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 or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 24.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Women's Health and Family Planning Association of Texas (WHFPT) d.b.a. Every Body Texas, WHFPT Title X Project Grant in the amount of $56,214.00, with no match for the City of Laredo Public Health Department for the term period from April 01, 2025 through March 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - WHFPT Title X Project Grant -

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 1:** Improve access to health care services for all residents.
- **Policy 1.1:** Support and promote preventive health care services.
- **Policy 1.2:** Increase access to care for low-income, uninsured, and underinsured individuals.
- **Policy 1.4:** Encourage partnerships to improve public health service delivery.
- **Goal 3:** Educate the public on health and wellness.
- **Policy 3.1:** Implement educational initiatives that promote healthy lifestyles and preventive care.

Summary of alignment: The Women's Health and Family Planning Association of Texas (WHFPT) d.b.a. Every Body Texas program directly supports Viva Laredo's strategic vision to improve public health outcomes and reduce disparities in health access. By continuing its partnership with Every Body Texas through the WHFPT Title X Project Grant, the Laredo Public Health Department is providing comprehensive and equitable women's health and family planning services. These include preventive screenings (e.g., pap smears, mammograms), reproductive health education, and family planning.

PREVIOUS COUNCIL ACTION
On May 06, 2024, Council approved Resolution 2024-R157

BACKGROUND
The City of Laredo Public Health Department is continuing its contract with Every Body Texas for the continuation of the Title X Women's Health and Family Planning Program. Through this agreement, the Public Health Department will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammography's, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and intrapartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	WHFPT Title X Project Grant
Account #:	226-0000-321-6304
Change Order: Exceeds 25% Y/N:	N/a

FINANCIAL IMPACT:
The revenue account 226-0000-321-6304 and the expenditure division is 226-6203 with Project Number HEWR06.

2025-R-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) D.B.A. EVERY BODY TEXAS, WHFPT TITLE X PROJECT GRANT, IN THE AMOUNT OF $56,214.00 WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM APRIL 01, 2025 THROUGH MARCH 31, 2026. FUNDS WILL BE ALLOCATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – WHFPT TITLE X PROJECT GRANT.

WHEREAS, The City of Laredo Public Health Department is continuing its contract with Every Body Texas for the continuation of the Title X Women's Health and Family Planning Program. Through this agreement, the Public Health Department will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammography's, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and intrapartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

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 Women's Health and Family Planning Association of Texas (WHFPT) d.b.a. Every Body Texas, WHFPT Title X in the amount of $56,214.00 with no match for the City of Laredo Public Health Department for the term period from April 01, 2025 through March 31, 2026. Funds will be allocated in the Laredo Public Health Department Fund – WHFPT Title X Project Grant.

Section 2: The revenue account 226-0000-321-6304 and the expenditure division is 226-6203 with Project Number HEWR06.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

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

Every Body Texas
SUB-RECIPIENT CONTRACT

THIS AGREEMENT ("Agreement") establishes the arrangement between Women's Health and Family Planning Association of Texas d.b.a. Every Body Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas, and Sub-recipient: City of Laredo Public Health ("Sub-recipient"), a nonprofit corporation with its principal office located at 2600 Cedar Avenue, Employer Identification No.: 74-6001573 , Unique Entity ID.: HWX7C56NNUV1, to implement the Every Body Texas Title X project for the 4/1/2025 through 3/31/2026 grant period, consistent with the applicable requirements of the federal and state rules and regulations.

RECITALS

WHEREAS, Every Body Texas was awarded federal financial assistance in the amount of 7038901 from the U.S. Department of Health and Human Services ("DHHS") on 4/1/2025 pursuant to the provisions of the Public Health Service Act (42 U.S.C. 300, et seq.) ("Act") to manage the Project for the provision of family planning services (Assistance Listing Number 93.217) in the State of Texas (Federal Award Identification Number (FAIN) FPHPA 006521-04-00) for the period of performance 4/1/2025 through 3/31/2026.

WHEREAS, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, educational, and outreach services in the area of family planning.

WHEREAS, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical counseling, educational, and outreach activities in the area of family planning ("Project Services"), financed in whole or in part by the grant award pursuant to the Act in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals, policies, procedures, and standard statements of Every Body Texas.

WHEREAS, Subrecipient shall not provide abortion as a method of family planning and is prohibited from using any Project resources to perform or promote such procedures.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of 12 months commencing on 4/1/2025 until 3/31/2026 unless earlier terminated as provided elsewhere herein upon delivery of written notice by Every Body Texas to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

ARTICLE II – SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to unduplicated clients 729 during the 4/1/2025 – 3/31/2026 performance period at the designated Title X service sites, and at such other sites and locations where clients receive family planning services that support the goals of the Project.

Section 2.2 In the event that Sub-recipient provides Project Services to the minimum number of unduplicated clients prior to the end of the Term of Agreement, Sub-recipient shall nonetheless continue to provide Project Services and submit client data through the end of the Term. Every Body Texas must be immediately notified in writing if Sub-recipient is unable to provide family planning services to all individuals seeking such services.

Section 2.3 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

(a) Sub-recipient shall provide all Food and Drug Administration (FDA)-approved methods of contraception, including long-acting reversable contraceptive methods, natural family planning, and emergency contraception. If Sub-recipient cannot provide all methods of contraception on-site, Sub-recipient must immediately notify Every Body Texas in writing. For methods not available on-site sub-recipients must provide a prescription to the client for their method of choice or referrals to another provider, as requested.

(b) Sub-recipient shall provide voluntary, confidential family planning services to all who request it, regardless of religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status. Sub-recipient shall ensure that acceptance of services may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the recipient.

(c) Sub-recipient shall provide all services in a manner which protects the individual client's privacy and dignity.

(d) Sub-recipient shall provide Project Services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning.

(e) Sub-recipient shall ensure all persons' freedom of choice of contraceptive method as long as there are no medical contraindications to the method selected.

(f) Sub-recipients shall obtain sufficient informed consent from all clients.

(g) Sub-recipient shall offer all laboratory services on-site or through a contractual or referral arrangement consistent with Title X guidelines. Sub-recipient must assure that the provision of all pharmaceuticals on-site is done so in a manner consistent with all rules and regulations of the State of Texas.

(h) Sub-recipient shall ensure that priority in the provision of services will be given to persons from a "Low-Income Family", a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. unless otherwise defined by applicable DHHS regulations. Sub-recipient shall ensure that no charge will be made for family planning services provided to any person from a Low-Income Family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. Any charge made for services hereunder shall be made in compliance with DHHS regulations and the Every Body Texas Title X Policy on Client Fee Guidelines. Sub-recipient will submit to Every Body Texas on an annual basis, its fee schedule, schedule of discounts, and policies and procedures related to client fees.

(i) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.

(j) Sub-recipient shall develop, manage, and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act ("DHHS Regulations"), applicable legislative mandates, applicable DHHS policies, procedures, conditions, and standards, as amended from time to time, OPA Title X Program Handbook; Providing Quality Family Planning Services (QFP); 42 U.S.C. §256b, as applicable (340B drug pricing agreements); 2 CFR Part 200 and 45 CFR 75, as applicable; 1 TAC Chapter 382, as applicable (Women's Health Services rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and Every Body Texas Title X Policy and Procedure Manual, as amended from time to time. In addition, the Sub-recipient's Project shall conform to Every Body Texas's Medical Standards ("Medical Standards").

(k) Sub-recipient shall provide services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(l) Sub-recipient shall coordinate and establish referral arrangements with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to Sub-recipient Title X service site(s), when feasible, in order to promote access to services and provide a seamless continuum of care. If Sub-recipient subcontracts any of the core family planning services under the Title X project, Sub-recipient shall submit a copy of its written agreement with the subcontractor for prior approval by Every Body Texas.

(m) Sub-recipient shall establish and implement planned activities to facilitate opportunities for community education, participation, and engagement designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services, and to promote continuing participation in the Project by persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services. . All informational or educational material(s) utilized by Sub-recipient in connection with the Project shall be in accordance with the Every Body Texas's Information and Education Material Review Guidance.

(n) Sub-recipient shall acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents -- such as tool-kits, resource guides, websites, and presentations -- describing the projects or programs funded in whole or in part with HHS federal funds, the sub-recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the sub-recipient entity must include an acknowledgement of federal assistance as outlined in Every Body Texas's Title X Policies and Procedures Manual.

(o) Sub-recipient shall provide Title X orientation and in-service training for its family planning program personnel, volunteers, and Board of Directors and/or other governing body in accordance with Every Body Texas's Title X Policies and Procedures Manual.

(p) Sub-recipient shall ensure attendance by a minimum of two (2) staff members, one (1) of which is a direct service provider, at the Every Body Texas Title X Conference. Participation in Every Body Texas's other training opportunities are highly encouraged.

(q) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(r) Sub-recipient shall provide accurate and timely information on the clients served and services provided through Every Body Texas's central data processing agreement with Ahlers and Associates by the 15th day of the following month.

(s) Sub-recipient shall maintain confidentially and security of all client records, including the reports of those clients served in non-traditional settings, in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 &164) as amended from time to time (collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from a Low-Income Family will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to clients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(t) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities. Sub-recipient may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although they may provide clients with complete factual information about all medical options and the accompanying risks and benefits. Sub-recipient may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information about an abortion provider.

ARTICLE III – SCOPE OF WORK BY Every Body Texas

Section 3.1 Every Body Texas shall advise Sub-recipients of all changes in federal requirements and guidelines which relate to the development and implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 3.2 Every Body Texas shall monitor programmatic, clinical, and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services

and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on Every Body Texas's findings.

Section 3.3 Based on information obtained as a result of Every Body Texas staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and client data, Every Body Texas may recommend appropriate technical assistance and/or training. Every Body Texas shall work with Sub-recipient to obtain required and/or requested technical assistance and/or training at no or minimal cost to the Sub-recipient.

Section 3.4 Every Body Texas staff shall be available during normal business hours to Sub-recipient and on an ongoing basis to discuss policy and other questions related to the Project and Project Services.

Section 3.5 Every Body Texas shall ensure that Sub-recipient is eligible for 340B pharmacy purchasing system consistent with the rules and regulations of the DHHS Office of Pharmacy Affairs.

Section 3.6 Every Body Texas shall provide access to the Every Body Texas central data processing system provided by Ahlers and Associates.

ARTICLE IV – COMPENSATION

Section 4.1 The amount of the Title X grant funds to be paid to the Sub-recipient by Every Body Texas pursuant to this Agreement is $56214 in the aggregate, according to the following terms and conditions.

(a) The parties acknowledge and agree that all payments made by Every Body Texas to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 4.2 below.

(b) Every Body Texas shall remit the Base Amount to the Sub-recipient in monthly installments. Payment shall be made no later than the 15th of every calendar month during the Term of Agreement. Every Body Texas's obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to Every Body Texas of grant funds by DHHS for the Project with respect to the relevant portion of the performance period beginning 4/1/2025. To the extent such grant funds are not disbursed, then Every Body Texas's obligation to pay the Base Amount to the Sub-recipient shall be deferred until such grant funds are received.

(c) The Sub-recipient may elect to have the monthly installments of its allocation disbursed via one of the options listed below:

a. The base amount will be evenly distributed over the course of the 12 months of the Fiscal Year: ☐

b. The base amount will be distributed over the course of the first 5 months of the Fiscal Year: ☐

(d) If there is an increase in federal financial assistance awarded to Every Body via an additional Notice of Award, Every Body Texas will attempt to increase the amount of Title X grant funds to be paid to the Sub-recipient in a manner which is commensurate to the increase in federal financial assistance offered to Every Body Texas.

(e) The Sub-Recipient acknowledges that if there are no increases in federal financial assistance, the Sub-Recipient must still meet the obligations of this Sub-Recipient Contract.

(f) It shall be a condition precedent to Sub-recipient's right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all programmatic and/or fiscal reports and client data required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by Every Body Texas in its sole discretion.

(g) The Base Amount will be earned by the Sub-recipient by providing Project Services to unduplicated clients (Client Quota) 729 during the Term of Agreement. The definition of a family planning client is described in the definitions for the completion of the DHHS Title X Family Planning Annual Report (FPAR) and in Every Body Texas's Data Manual. Each client will be counted at their first visit during the Term of Agreement and will earn $77.11 toward the satisfaction of the Base Amount.

(h) Sub-recipient must submit all client data for the Term of Agreement no later than forty-five (45) days from the end of the Term of Agreement (3/31/2026). After this date Sub-recipient contract performance will be determined based on client data reported.

(i) Should the Sub-recipient exceed its Client Quota during the Term of Agreement, based on the availability of funds, Every Body Texas will provide additional funding for all or a portion of clients served beyond the Sub-recipient Client Quota. Sub-recipient acceptance of additional funds will serve to fulfill Every Body Texas's obligation to the Sub-recipient for the Term of Agreement.

(j) Should the Sub-recipient fail to achieve its Client Quota, based on the number of clients served during the Term of Agreement, multiplied by the Per Client Rate, a deferred support account for the amount the Sub-recipient under-earned will be established and must be acknowledged in the Sub-recipient's financial records. Every Body Texas and the Sub-recipient will develop a repayment plan, which may include offsetting debt by reducing the annual allocation amount and/or offsetting debt by exceeding the client quota. However, should a Sub-recipient fail to achieve its Client Quota in the final year of the period of performance a deferred support account will not be established and

the Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of the end of the final grant period.

(k) If the Sub-recipient has a deferred support account and the Agreement is terminated and Every Body Texas and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of Every Body Texas's written determination. Special permission may be granted by Every Body Texas to pay via a payment plan with the last payment due at or before the close of the grant period.

Section 4.2 From time to time, Every Body Texas will administer Special Funds to Sub-recipients. Every Body Texas will inform Sub-recipients of the specific policies and procedures to access each fund. All clients benefiting from these funds must be documented in Every Body Texas's centralized data system. Every Body Texas provides these funds to Sub-recipients in addition to the Base Amount.

Section 4.3 All amounts paid to Every Body Texas by the Sub-recipient, which are subsequently found to be unallowable under the Act or DHHS regulations, shall be refunded by the Sub-recipient promptly after written notice is delivered.

Section 4.4 The collection and use of program income from the Project shall comply with DHHS Regulations and Every Body Texas Policies and Procedures. Sub-recipients shall report all such income to Every Body Texas as required for federal reporting.

ARTICLE V – REPORTING AND RETENTION OF RECORDS

Section 5.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant funds and program income.

Section 5.2 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to Every Body Texas to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal regulations. Such audit shall further be conducted in accordance with the applicable DHHS Grants Policy Statement 45 CFR Part 75, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to Every Body Texas. A copy of the completed audit report shall be made available to Every Body Texas within ninety (90) days of the completion of the audit.

Section 5.3 Sub-recipient shall provide to Every Body Texas family planning revenue information on a quarterly basis, based on instructions provided by Every Body Texas and in compliance with FPAR definitions. Sub-recipient shall, at Every Body Texas's request, make all Project, medical, and financial records available for review by Every Body Texas or DHHS.

Confidentiality and security of client information and/or data shall be maintained by both parties and their respective representatives and agents.

Section 5.4 Sub-recipient must report all required encounter level data for family planning services provided under the Project to the Every Body Texas centralized data system by the 15th day of the following month and in a format approved by Every Body Texas.

Section 5.5 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the Project for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 5.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to, the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

ARTICLE VI – GENERAL TERMS AND CONDITIONS

Section 6.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of Every Body Texas, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 6.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent, and copyrights to Every Body Texas.

Section 6.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 6.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 6.5 Unless otherwise specified in this Agreement, Sub-recipient shall acquire and maintain, for the duration of this Agreement, insurance coverage necessary to ensure proper fulfillment of this Agreement and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry.

Section 6.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollar ($250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollar ($250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollar ($500,000) non-economic damages cap.

Section 6.7 The parties agree to the following indemnification provisions:

(a) Sub-recipient shall indemnify, defend, and hold harmless Every Body Texas and its Related Persons (collectively "Every Body Texas Indemnitees") for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys' fees and associated expenses) (collectively "Losses"), incurred or suffered by the Every Body Texas Indemnitees based upon, arising out of, or resulting from (1) the provision of Project Services or other activities by Sub-recipient, (2) the actions of Sub-recipient pursuant to this Agreement, or (3) any claims, investigations, audits, reviews, request for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Loses are not caused by a breach by Every Body Texas of its obligations under this Agreement. "Related Persons" means agents, officers, employees, directors of a person, and their respective affiliates.

(b) Every Body Texas shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively "Sub-recipient Indemnitees") for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from Every Body Texas's or its Related Persons' material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, Every Body Texas shall not be liable for any Losses caused by, arising out of, or related to the Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of Every Body Texas and/or its Related Persons.

(d) The maximum amount of indemnifiable Losses pursuant to Section 6.7(a) and (b) shall equal all amounts paid by Every Body Texas to Sub-recipient pursuant to this Agreement.

Section 6.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by Every Body Texas in accordance with DHHS Regulations and procedures. For purposes of this Agreement, "Equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000) or more per unit.

Section 6.9 Sub-recipient shall give prompt notice to Every Body Texas of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient's assets or operations.

Section 6.10 Consistent with 45 C.F.R. § 75.113 Subrecipient must disclose, in a timely manner, in writing to Every Body Texas and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 6.11 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of the Federal "Certification Regarding Lobbying", which provides that no federally appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer an 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any of the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

Section 6.12 Sub-recipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 6.13 Sub-recipient shall not use Title X funds to pay for salaries in excess of the Executive Level II of the Federal Executive Pay Scale. That Amount is $225,700.00 . For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

Section 6.14 Consistent with 2 CFR 200.414 sub-recipient may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC). As described in 2 CFR 200.414(f), costs must be consistently charged as either indirect or direct costs but may not be double charged

or inconsistently charged as both. Sub-recipient may instead use an indirect cost rate approved by the Department of Health and Human Services (HHS) or another cognizant federal agency.

Section 6.15 Sub-recipient agrees to comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) and any related regulations. As part of this compliance, Sub-recipient shall provide, on an annual basis, a report to Every Body Texas listing the names and total compensation of the five highest-paid executives of Sub-recipient if in the preceding fiscal year Sub-recipient received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to the information. Sub-recipient acknowledges that failure to comply with this reporting requirement, including all applicable deadlines, may result in a breach of contract and may affect the eligibility for future funding.

Section 6.16 Consistent with CFR 200.216 subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(a) Procure or obtain,

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

ARTICLE VII – TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS

Section 7.1 This Agreement shall terminate automatically if the Title X Grant to Every Body Texas, or any portion of such Grant designated by Every Body Texas for the Sub-recipient's

Project, is transferred to another entity, suspended, or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of Every Body Texas.

Section 7.2 This Agreement may be terminated by Every Body Texas upon sixty (60) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 7.3 In lieu of termination, Every Body Texas may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of Every Body Texas. If the noncompliance is not cured to Every Body Texas's satisfaction at the end of such specified period, Every Body Texas may suspend payments to Sub-recipient under this Agreement. Every Body Texas may also immediately suspend payments as a result of Sub-recipient's noncompliance at Every Body Texas's sole discretion. When Sub-recipient's noncompliance has been corrected to the satisfaction of Every Body Texas, payments under this Agreement shall be reinstated.

Section 7.4 During the Term of Agreement, if a Sub-recipient intends to terminate this agreement, or to discontinue Title X services at a service site, the Sub-recipient must notify Every Body Texas in writing ninety (90) days prior, but no less than sixty (60) days prior to taking any of these actions. In each case, Sub-recipient will comply with all Every Body Texas closure procedures, as outlined in Every Body Texas's Title X Policy and Procedure Manual. Any payable owed to Every Body Texas is due after termination, as outlined in Section 4.1(h) above.

Section 7.5 This Agreement may be terminated by Sub-recipient upon sixty (60) days prior written notice to Every Body Texas in the event that:

(a) Every Body Texas breaches any material provision of this Agreement; or

(b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 7.6 This Agreement may be terminated at any time by the mutual agreement of both the Sub-recipient and Every Body Texas.

Section 7.7 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for:

(a) Obligations accrued for Project Services provided to unduplicated clients prior to the date of termination.

(b) Obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term of Agreement.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1 Every Body Texas's Title X Project Director, who will serve as the Sub-recipient's initial point of contact, is designated as:

Name: Gina Barrios

Contact Information: Gina.Barrios@EveryBodyTexas.org

Section 8.2 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to Every Body Texas: 314 E. Highland Mall Blvd. Suite 400, Austin, TX 78752

If to Sub-recipient:

Or to other such address as either party shall specify to the other by advance written notice.

Section 8.3 Designated officials are appointed as follows:

(a) The Sub-recipient appoints Richard Chamberlain as its designated agent for administering its obligations under this Agreement.

(b) Every Body Texas appoints Chief Executive Officer , Krstie Bardell , as its designated agent for administering Every Body Texas's obligations under this Agreement.

(c) The individuals designated above are designated for the purpose of notice and convenience and, under no circumstance, shall either person identified be held personally or individually liable or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by Every Body Texas or Sub-recipient.

Section 8.4 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(a) All decisions rendered pursuant to termination herein.

(b) All actions for breach of this Agreement or noncompliance brought by either Every Body Texas or Sub-recipient.

(c) All other actions or claims asserted by Every Body Texas arising from management or administration of the Project by Sub-recipient.

(d) All other actions or claims asserted by Sub-recipient arising from Every Body Texas's management or administration of the Title X Grant.

Section 8.5 The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in the Texas Arbitration Act and that each party shall bear its own costs arising from the arbitration proceedings.

Section 8.6 This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

Section 8.7 Except as expressly provided herein, no delay or omission to exercise any right, power, or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

Section 8.8 Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to "including," "includes," and similar words shall be deemed to mean "including, without limitation"

Section 8.9 Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as Every Body Texas may deem necessary or desirable to effectuate the purpose of this Agreement.

Section 8.10 This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF)), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

Section 8.11 Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payer, or any other federal, state, or local government or agency, passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which

prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

Section 8.12 With respect to the subject matter herein, the Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

Section 8.13 For auditing purposes, the current fiscal year of Every Body Texas is from 4/1/2025 through 3/31/2026. The current fiscal year for the Sub-recipient is 10/1/2025 through 9/30/2026.

By: 

Printed Name: Krstie Bardell
Title: Chief Executive Officer
Date: 5/2/2025 5:43:05 PM

By:
Printed Name: Richard Chamberlain
Title: Designated Agent
Date:

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first written above.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 25.**

SUBJECT
Discussion and possible action to consider a first request for an extension of Injury Leave with pay for Patrol Officer Brian A. Siegfried, in accordance with Section 143.073(b) of the Texas Local Government Code, for a period of 200 working days. Funding is available in the General Fund-Police Department.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies):

Goal 7.2

“Provide access to services and programs that improve quality of life and support vulnerable populations.”

(*Page 7.22, Viva Laredo City of Laredo Comprehensive Plan*)

Relevance: Extending injury leave with partial compensation aligns with the intent to support the well-being of employees experiencing injury or vulnerability, helping ensure they are not left unsupported.

Policy 7.2.1

“Support healthy living through programs and policies that promote well-being and dignity for all residents, including the aging population.”

(*Page 7.23, Viva Laredo City of Laredo Comprehensive Plan*)

Relevance: While not aimed at the general public, the policy’s spirit applies to employees such as first responders. Providing continued support during medical recovery upholds dignity and contributes to health resilience.

Policy 12.2.1

“Establish systems that ensure consistency, transparency, and fairness in implementation.”

(*Page 12.5, Viva Laredo City of Laredo Comprehensive Plan*)

Relevance: This extension request is consistent with existing leave policy guidelines (Texas Local Government Code §143.073(b)) and applies established best practices, thus maintaining fairness and consistency.

Summary of alignment: This agenda item moderately aligns with the **Viva Laredo Comprehensive**

Plan by supporting injured public employees-specifically police officers-through structured recovery support. While the plan primarily focuses on public services and physical infrastructure, its public health and human capital goals include provisions for wellness, dignity, and support systems. The proposed leave extension also demonstrates consistent application of standards, aligning with **Policy 12.2.1** on fair and transparent implementation of city procedures. Although indirect, these policies collectively support the decision to provide medical leave with partial compensation to an injured officer.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Patrol Officer Brian A. Siegfried suffered a work-related injury on November 26, 2022, his 260th day is on March 14, 2025.
This would be his first extension.
Recommended extension days are consistent with best practice days according to the Official Disabilities Guidelines.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Extension of 200 working days. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	General Fund-Police
Account #:	101-2366-521-1110
Change Order: Exceeds 25% Y/N:	N/A

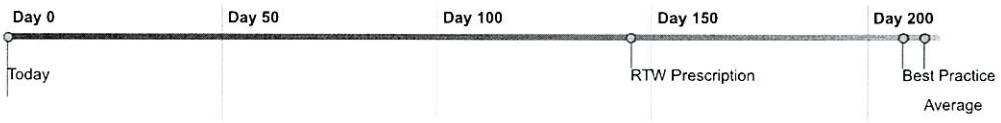
FINANCIAL IMPACT:
Funding is available in General Fund-Police Department.

Durations
Best Practice Scenarios
Additional Clinical Content for Medical Topic(s)
29888

Print Copy URL

29888 - Arthroscopically aided anterior cruciate ligament repair/augmentation or reconstruction

MedlinePlus® (https://vsearch.nlm.nih.gov/vivisimo/cgi-bin/query-meta?v%3Aproject=medlineplus&v%3Asources=medlineplus-bundle&query=29888)



☐ Add Claim ID and contact info (for printing/documentation)?

A	B
Average	**Best Practice**
213 Days	208 Days
Benchmark against the actual outcomes data	Manage toward the best practice duration

All Classes
Sedentary
Light
Medium
Heavy
Very Heavy

Scenario	Activity Level	Duration in Days
Severe (grade III - tear), ACL repair, sedentary/modified work	Modified	35 Days
Severe (tear), ACL repair, manual/standing work	Regular	180 Days

Additional Clinical Content for Medical Topic(s)

29888

Tab

Anatomy and Background
Description of Procedure
Alternatives to Procedure
History and

Anatomy and Background

- Anterior cruciate ligament (ACL) repair may be performed to restore knee stability, function, and prevent long-term degeneration (eg, arthritis) of the knee.(1 (citation.aspx?citationtype=GT&citationid=25313
(2 (citation.aspx?

Physical Examination

Imaging, Laboratory, and Other Tests

Risk Factors

Comorbidities

Collaborating for Recovery

citationtype=GT&citationid=25334.

- The knee is a weight-bearing joint that enables both flexion and extension of the lower leg.
- The 4 main ligaments that hold the bones of the knee in place are the ACL, lateral collateral ligament, medial collateral ligament, and posterior cruciate ligament.
- The ACL is composed of 2 bundles that contribute to knee stability; injuries most often involve both bundles.

- The ACL is the most commonly injured ligament of the knee.(3 (citation.aspx? citationtype=GT&citationid=27132

ODG

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Seattle, WA 98104 | USA
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City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 26.**

SUBJECT
Consideration to authorize a purchase contract from a Sole Source Manufacturer, Sportaflex, LLC, Mesa, Arizona, to provide portable fencing material for the Buena Vista Sports Complex located at 4709 Cuatro Vientos Road, Laredo, Texas 78046 in an amount not to exceed $135,517.95. Funding is available through the Sports Venue 2021 Revenue Bond.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Parks and Recreation Department acquired a quote from sole source manufacturer, SPORTAFLEX, LLC, Mesa, AZ

The portable fencing material will be utilized on five baseball and softball fields at the Buena Vista Sports Complex. This fencing gives us the capability to adjust the size of the playing fields depending on the age group of the players.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff strongly recommends approval of this item.

Fiscal Impact

Fiscal Year:	24/25
Budgeted Y/N?:	Y
Source of Funds:	Sports Venue 2021 Revenue Bond
Account #:	256-7930-515-9301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
All services will be purchased on an as need basis. 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.

SPORTAFLEX, LLC
1715 N Rosemont Ste 108
Mesa, AZ 852053358
8005113596
accounting@sportaflex.com

ESTIMATE

ADDRESS
John Stiller
City of Laredo Parks & Rec Dept

SHIP TO
John Stiller
City of Laredo Parks & Rec Dept

ESTIMATE # 24981
DATE 05/28/2025
EXPIRATION DATE 06/28/2025

SKU	DESCRIPTION	QTY	RATE	AMOUNT
1114-2	Premier 4.5' Spring Frame	265	179.94	47,684.10
4004-2	Mesh Panel Debris Net 4 ft.	265	57.75	15,303.75
1310-5	Steel Baseplate (Small Cup)	270	144.38	38,982.60
1320-3	Spring for Premier	540	36.75	19,845.00
1400-1	Top Rail Pad Yellow 8 ft	335	31.50	10,552.50
	Freight - To be calculated once order is accepted and confirmed	1	3,150.00	3,150.00

This estimate is valid for 30 days unless otherwise noted above.

SUBTOTAL	135,517.95
TAX	0.00
TOTAL	**$135,517.95**

Accepted By

Accepted Date

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) Jason Goodin
   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: SPORTAFLEX, LLC
   Address: 1715 N Rosemont Suite 108
   City, State, Zip Code: Mesa, AZ 85205
   Telephone Number: ( ) 720-275-4455
   Fax Number: ( )
   E-mail Address: jason@sportaflex.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:

   SPORTAFLEX, Premier Fencing

   Anthem Sports and Beacon Athletics are authorized sellers of our SPORTAFLEX Premier Fencing

3. Competition in providing the above-named item(s) is precluded due to:

   [x] A patent
   [ ] 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	Jason Goodin - DIR. OF OPERATIONS Title of Authorized Official	5/28/2025 Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 28 day of May, . State of ARIZONA, County of MARICOPA.

Signature of Applicant

Lorna W. Hale

Signature of Notary Public

LORNA W HALE
Notary Public - Arizona
Maricopa County
Commission # 621554
My Comm. Expires Mar 13, 2026

Purchasing Department Use ONLY

Approved [signature] 5/29/25

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 5/30/25

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 27.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2024-2025 Buena Vista Complex Fund Full Time Equivalent (FTE) Position Listing by creating eighteen point eight (18.8) new positions, one (1) Superintendent, one (1) Finance/Sales Manager, one (1) Facilities/Operations Manager, one (1) Facilities Maintenance Supervisor, one (1) Marketing/Business Development Supervisor, three (3) Administrative Assistants, six (6) Groundskeepers and Facility Maintenance Workers and four point eight (4.8) Maintenance and Events Workers and amending the FY 24-25 approved budget by appropriating $500,000.00 of revenues and expenditures for the remaining FY 24-25. The funding is available through the Sports & Community Venue Fund in the amount of approximately $500,000.00.

PREVIOUS COUNCIL ACTION
On May 19, 2025, City Council approved the Buena Vista Sports Complex to be under the direction of the Parks and Recreation Department and for staff to proceed with preparations of the opening of the sports complex.

BACKGROUND
The $500,000 will provide for preparations of FTE's and FF&E's through the end of FY2024-2025.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Staff recommends approval

Fiscal Impact

Fiscal Year:	24-25
Budgeted Y/N?:	N
Source of Funds:	Sports & Community Venue Fund
Account #:	256
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
$500,000.00 from the Sports & Community Venue Fund for FY24-25.

INTRODUCTORY ORDINANCE 2025-O-

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY2024-2025 BUENA VISTA COMPLEX FUND FULL TIME EQUIVALENT (FTE) POSITION LISTING BY CREATING EIGHTEEN POINT EIGHT (18.8) NEW POSITIONS, ONE (1) SUPERINTENDENT, ONE (1) FINANCE/SALES MANAGER, ONE (1) FACILITIES/OPERATIONS MANAGER, ONE (1) FACILITIES MAINTENANCE SUPERVISOR, ONE (1) MARKETING/BUSINESS DEVELOPMENT SUPERVISOR, THREE (3) ADMINISTRATIVE ASSISTANTS, SIX (6) GROUNDSKEEPERS AND FACILITY MAINTENANCE WORKERS AND FOUR POINT EIGHT (4.8) MAINTENANCE AND EVENTS WORKERS AND AMENDING THE FY 24-25 APPROVED BUDGET BY APPROPRIATING $500,000 OF REVENUES AND EXPENDITURES FOR THE REMAINING FY 24-25. THE FUNDING IS AVAILABLE THROUGH THE SPORTS AND COMMUNITY VENUE FUND IN THE AMOUNT OF APPROXIMATELY $500,000.

WHEREAS, the Sports and Community Venue Fund for the fiscal year 2024 - 2025 was adopted by the City of Laredo on September 16, 2024; and

WHEREAS, in order to purchase the equipment and hire the necessary staff in preparation for the opening of the Buena Vista Sports Complex, the amount of $500,000.00 is hereby appropriated.

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

Section 1: The City Manager is hereby authorized to amend the Sports and Community Venue Fund FY 2024-2025 budget by appropriating revenues and expenditures in the amount of $500,000.00.

Section 2: This ordinance shall take effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO, MAYOR

ATTEST:

_____
MARIO I. MALDONADO., JR. CITY SECRETARY

APPROVED AS TO FORM:

DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

BUENA VISTA SPORTS COMPLEX

Estimated Expenses for FY24-25

July - September

Item	Amount
Salaries	300,000
Travel - Training/Sales	2,000
Supplies (Janitorial, Office, clothing)	5,500
Utilities	35,000
Computer/Software/Comm.	35,000
Marketing/Lic./Permits	30,000
Insurance	5,000
2-way radios	3,000
Safes	2,600
Flags	1,650
Lacrosse Goals	2,250
Bike Racks	3,000
Portable Misters	5,000
Misc. Field Items - screens, balls, cages, helmet racks, trash cans	10,000
Food/Beverage Small Wares	20,000
Furnishings	40,000
TOTAL	500,000

City of Laredo

City Council

Meeting Date: 6/16/2025 **Consent Agenda 28.**

SUBJECT
Consideration to authorize the purchase of ten (10) police interceptor power bikes from Recon Power Bikes, Fort Wayne, IN, in the amount of $53,560.00. The purchase of these interceptor power bikes shall be made utilizing the GSA Contract number 47QSSC24D001B. This purchase will be funded through the FY2025 Operation Lone Star (OLS) Grant. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase police interceptor power bikes for the Laredo Police Department. This purchase is funded by the Office of the Governor, FY2025 Operation Lone Star Grant. Delivery is expected within ninety to one hundred twenty (90-120) days after receipt of order.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2386-522-2400
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the 2025 Operation Lone Star Grant. Account number: 229-2386-522-2400, Project Number: OPLS25

RECON
POWER BIKES

QUOTATION

Quote Number: C9312
Quote Date:Apr 25, 2025

Quoted To:
Laredo Police Department
1110 Houston Street
Laredo,TX, 78040

Laura Ortiz



Good Thru	Payment Terms	Shipping Terms
May 25, 2025	Net 30	FOB Fort Wayne, IN

Qty	Item	Description	Unit Price	Amount
10	B-INTERCEPTORBLK-210	Interceptor Power Bike, Black, 750/1000 Watt Mid-Driven Motor, Includes 48V 21AH Battery, LE Model, 17" Frame. Certified to ANSI/CAN/UL 2849 & 2271 Standard	$ 3,999.00	$ 39,990.00
10	A-MPOWERKIT4	SoundOff mPower 4x2 light and Siren Kit, Quad Upfit/ (4) Front, Rear, Side Lights, Siren, Powered by bike, Scene Lighting, 1,836 LM per light	$ 999.00	$ 9,990.00
10	A-POLICEBAG	Police Rack Bag	$ 129.00	$ 1,290.00
10	S-Shipping	Shipping	$ 229.00	$ 2,290.00

Sub Total **$ 53,560.00**

Sales Tax $ 0.00

Grand Total **$ 53,560.00**

Quote Created By: Marcus Wind

Unless otherwise stated, freight charges are not included. If you'd like to place an order, please contact Becca Warren at admin@reconpowerbikes.com

327 Ley Road, Fort Wayne, IN 46825 | www.PolicePowerBikes.com | 888-485-2589

City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 29.**

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

PREVIOUS COUNCIL ACTION
Approved a resolution # 2024-R-225 on 8/19/2024

BACKGROUND
The City of Laredo has been the Grantee agency for the past thirty-three years for the Laredo Police Department HSI HIDTA Task Force, the DEA HIDTA Task Force and the Rio Grande Valley Financial Task Force. These Task Forces work together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.

Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. This grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that this Resolution be passed.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	ONDCP -HIDTA Grant
Account #:	223

Change Order: Exceeds 25% Y/N: NO

FINANCIAL IMPACT:
Funding is available in the FY 2025 Financial Task Force fund Budget (223-2308, 223-2314, & 223-2318 project # FTF25, RGV25, DEA25).

THE STATE OF TEXAS §
§ **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2025, by and between The Laredo Police Department hereinafter LPD and Zapata County Sheriff's office, hereinafter Zapata Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Zapata Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Zapata Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Zapata Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Zapata Co. SO to provide professional services under the terms and conditions stated, and Zapata Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Zapata Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Zapata Co. SO shall be to:

a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Zapata Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.

b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.

f. The Zapata Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Zapata Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

g. The Zapata Co. SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Zapata Co. SO, or which becomes available to Zapata Co. SO in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Zapata Co. SO from unauthorized use or unauthorized disclosure.

4. LIABILITY:

Zapata Co. SO agrees and understands that Zapata Co. Sheriff's Office shall not be provided legal representation for any claims or causes of action arising from Zapata Co. Sheriff's Office performance hereunder.

5. PROFESSIONAL LIABILITY:

In connection with the provision of Zapata Co. Sheriff's Office duties, Zapata Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Zapata Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Zapata Co SO is acting as an independent contractor, and Zapata Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Zapata Co SO. Zapata Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

8. DURATION AND TERMINATION:

Zapata Co. SO shall enter into service for the period beginning, January 1st 2025 through, December 31st 2025 Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Zapata Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

9. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Zapata, Texas, and shall be governed by the laws of Texas with venue in Zapata County.

10. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

11. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

12. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

13. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address below or such address as a party my designate by written notice to the other party.

TO CONTRACTOR	Zapata County Sheriff's Office 600 Hidalgo Blvd Zapata, Texas 78076
TO LPD	Laredo Police Department 4712 Maher Street Laredo, Texas 78041

SIGNED and executed on this _____ day of _____, 2025.

_____
Funding Agency Representative
Title

_____
Task Force Participating Agency Rep\
Title

_____
Joseph Neeb
City Manager

ATTEST:

_____
Mario Maldonado Jr.
City Secretary

APPROVED AS TO FORM:
Doanh “Zone” T. Nguyen
City Attorney

_____
Joaquin A. Rodriguez
Assistant City Attorney

ATTESTED BY:

_____
HIDTA Director

_____
Funding Agency Attester
Title

THE STATE OF TEXAS §
§ **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2025, by and between The Laredo Police Department hereinafter LPD and Webb County Sheriff's office, hereinafter Webb Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Webb Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Webb Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Webb Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Webb Co. SO to provide professional services under the terms and conditions stated, and Webb Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Webb Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Webb Co. SO shall be to:

a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Webb Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.

b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.

f. The Webb Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Webb Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

g. The Webb Co. SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Webb Co. SO, or which becomes available to Webb Co. SO in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Webb Co. SO from unauthorized use or unauthorized disclosure.

4. LIABILITY:

Webb Co. SO agrees and understands that Webb Co. Sheriff's Office shall not be provided legal representation for any claims or causes of action arising from Webb Co. Sheriff's Office performance hereunder.

5. PROFESSIONAL LIABILITY:

In connection with the provision of Webb Co. Sheriff's Office duties, Webb Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Webb Co. SO is acting as an independent contractor, and Webb Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Webb Co. SO. Webb Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

8. DURATION AND TERMINATION:

Webb Co. SO shall enter into service for the period beginning, January 1st 2025 through December 31st 2025 Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Webb Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

9. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Webb, Texas, and shall be governed by the laws of Texas with venue in Webb County.

10. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

11. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

12. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

13. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address below or such address as a party my designate by written notice to the other party.

TO CONTRACTOR	Webb County Sheriff's Office 902 Victoria Street Laredo, Texas 78040
TO LPD	Laredo Police Department 4712 Maher Street Laredo, Texas 78041

SIGNED and executed on this _____ day of _____, 2025.

_____
Funding Agency Representative

_____
Task Force Participating Agency Rep\
Assistance Chief of Police

_____
Acting Chief of Police

City Manager

ATTEST:

_____
Jose A. Valdez, Jr.
City Secretary

_____
Joseph Neeb

APPROVED AS TO FORM:

_____
Doanh “Zone” T Nguyen
City Attorney

Approved as to Form:

ATTESTED BY:

_____
HIDTA Director

_____
Funding Agency Attestor
Title

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. High Intensity Drug Trafficking Area	HIDTA	$	$	$ 872,271.00	$	$ 872,271.00
2.						
3.						
4.						
5. Totals		$	$	$ 872,271.00	$	$ 872,271.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	High Intensity Drug Trafficking Area				
a. Personnel	$ 626,076.00	$	$	$	$ 626,076.00
b. Fringe Benefits	174,960.00				174,960.00
c. Travel	20,426.00				20,426.00
d. Equipment					
e. Supplies	20,000.00				20,000.00
f. Contractual	20,809.00				20,809.00
g. Construction					
h. Other	10,000.00				10,000.00
i. Total Direct Charges (sum of 6a-6h)	872,271.00				$ 872,271.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 872,271.00	$	$	$	$ 872,271.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. High Intensity Drug Trafficking Area	$ 872,271.00	$	$	$ 872,271.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 872,271.00	$	$	$ 872,271.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 872,271.00	$ 218,067.75	$ 218,067.75	$ 218,067.75	$ 218,067.75
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 872,271.00	$ 218,067.75	$ 218,067.75	$ 218,067.75	$ 218,067.75

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. High Intensity Drug Trafficking Area	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
8/19/2024	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City Of Laredo- Laredo Police Department

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
74-6001573	LDMTCMMA9Q44

d. Address:

* Street1:	1110 Houston Street
Street2:	
* City:	Laredo
County/Parish:	Webb
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78041-8019

e. Organizational Unit:

Department Name:	Division Name:
Laredo Police Department	HIDTA Task Force

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mrs.	* First Name:	Arcelia
Middle Name:			
* Last Name:	L. Elizondo		
Suffix:			

Title:	HIDTA Financial Analyst

Organizational Affiliation:

* Telephone Number:	956-753-4834	Fax Number:	956-729-0529

* Email:	aelizondo2@ci.laredo.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

15.001

CFDA Title:

High Intensity Drug Trafficking Area

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

Laredo Police Department -HSI HIDTA Task Force

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Area

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 28th
* b. Program/Project: TX-479

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2025
* b. End Date: 12/31/2026

18. Estimated Funding ($):

* a. Federal	872,271.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	872,271.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on [redacted].

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Joseph

Middle Name:

* Last Name: Neeb

Suffix:

* Title: City Manager

* Telephone Number: 956-791-7302 Fax Number: 956-791-7498

* Email: jneeb@ci.laredo.tx.us

* Signature of Authorized Representative: JM [redacted] * Date Signed: 8/19/2024

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION# 2025-R-164
6/16/2025	Authorizing the City Manager to accept a grant in the amount of $872,271 to fund the Laredo Police Department HSI HIDTA Task Force the Laredo DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force. These initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026. Funding is available in the Financial Task Force Fund.

INITIATED BY:	STAFF SOURCE:
Joseph Nee City Manager	Miguel A. Rodriguez Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
Approved a resolution # 2024-R-225 on 8/19/2024.

ACTION PROPOSED:
That City Council pass this Resolution.

BACKGROUND:

The City of Laredo has been the Grantee agency for the past thirty-three years for the Laredo Police Department HSI HIDTA Task Force, the DEA HIDTA Task Force and the Rio Grande Valley Financial Task Force. These Task Forces work together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.

Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. This grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

FINANCIAL IMPACT:

Appropriation for this grant is included in FY 2024-2025 HIDTA Task Force fund Budget (223-2308, 223-2314, 223-2318 & 223-2334).

RECOMMENDATION:	STAFF: Staff recommends that this Resolution be passed.

RESOLUTION# 2025-R-164

AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $872,271 TO FUND THE LAREDO POLICE DEPARTMENT HSI HIDTA TASK FORCE, THE LAREDO DEA HIDTA TASK FORCE, AND THE RIO GRANDE VALLEY FINANCIAL HIDTA TASK FORCE. THESE INITIATIVES ARE FUNDED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF THE NATIONAL DRUG CONTROL POLICY (ONDCP), AND HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) AT NO COST TO THE CITY. FUNDING WILL BE USED TO PAY PERSONNEL SALARIES, FRINGE BENEFITS, OVERTIME, TRAVEL AND OPERATING EXPENSES FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2026. FUNDING FOR THE RIO GRANDE VALLEY FINANCIAL TASK FORCE WILL BE USED FOR PAYMENT OF FRINGE BENEFITS, OVERTIME, AND OPERATING EXPENSES FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2026. FUNDING IS AVAILABLE IN THE FINANCIAL TASK FORCE FUND.

Whereas, the City Council previously adopted the budget for fiscal year 2024-2025; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the Chief of Police recommends that this grant be accepted; and

Whereas, funds will be used to pay personnel salaries for 6 investigators, 1 police patrol, (1) one Sr. Administrative Assistant, and, operational expenses, and travel .

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

Section 1: Authorizing the City Manager to accept a grant in the amount of $872,271 to fund the Laredo Police Department HSI HIDTA Task Force, the Laredo DEA HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. The grant will be funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2025 through December 31, 2026

Funding for the Rio Grande Valley Financial HIDTA Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2025 through December 31, 2026.

Section 2: The City of Laredo full time equivalents will reflect two (2) investigators, one (1) patrol officer, (1) one Sr. Administrative Assistant.
Section 3: The City Manager will be authorized to transfer the following full-time equivalents (FTEs) to the General Fund in the event this grant is no longer funded: two (2) investigators, one (1) patrol officer, (1) one Sr. Administrative Assistant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
Victor D. Treviño
MAYOR

ATTEST:

_____
Mario I. Maldonado Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh “Zone” T. Nguyen

BY: _____
Joaquin A. Rodriguez
First Assistant City Attorney

City of Laredo

City Council

Meeting Date: 6/16/2025 **Resolution 30.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a joint grant application through the Webb County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (SS4A) Implementation Grant program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $24,901,970.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $1,990,097.00, providing an investment of 8% for the $24.9M application amount for the Roadway Safety Improvements across the City of Laredo. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028-2030. If approved, grant will be funded in the Capital Grants Fund and local match will be from a proposed Certificates of Obligation issue.

PREVIOUS COUNCIL ACTION
On 08/21/2023 WC-CL RMA and the City of Laredo entered into an agreement via Resolution No. 2023-R-165 to pursue the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns and the implementation of projects and strategies to address roadway safety issues.

Resolution 2024-R-090 was approved by Council on March 18, 2024 to continue the Vision Zero Program and supporting the development of the plan.

Resolution 2025-R-120 was approved by Council on April 22, 2025 adopting the 2025 Vision Zero Webb Laredo Comprehensive Safety Action Plan.

BACKGROUND
The Parties agreed to submit a joint grant application to the U.S. Department of Transportation ("USDOT") Safe Streets and Roads for All Grant program ("SS4A") to fund the Action Plan (the "SS4A Application"). The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies.

- Breakdown of funding to support the SS4A Implementation Grant application is approximately:
  - City - $1,990,097
  - TxDOT - $1,990,097
  - RMA - $1,000,000

- FHWA - $19,921,576

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:	2028
Budgeted Y/N?:	N
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact due to application.

If awarded grant will be accounted for in the Capital Grants Fund.

Memorandum

To: Joe Neeb, City Manager, City of Laredo

Ramon Chavez, Assistant City Manager, City of Laredo

From: Melisa Montemayor, Principal in Charge & WC-CL RMA Program Manager, LJA Engineering

Jason Rodriguez, PM for WC-CL RMA SS4A Grant Projects, LJA Engineering

Date: May 28, 2025

Re: U.S. DOT Safe Streets and Roads for all Grant Application from the WC-CL RMA for project implementation as recommended in the Vision Zero Webb Laredo Comprehensive Safety Action Plan

This memo serves as additional background on the SS4A grant program's local match of 20%.

According to the U.S. Department of Transportation website https://www.transportation.gov/grants/ss4a/match, the following explanation applies to the grant timeline:

"Timing of Match or Cost Share: SS4A's 20 percent match requirement must be met by the end of the period of performance. The Recipient must clearly document eligible costs and/or in-kind contributions toward the non-Federal share. For each reimbursement request, Recipients should show that at least 20 percent of the incurred costs count toward the match. Alternatively, recipients may vary the non-Federal match percentage for reimbursement requests over the life of the project. However, if a recipient chooses this option, it must communicate its plan to USDOT and track match according to the plan."

Therefore, the RMA anticipates the following:

- The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT
    - To be defined by formal agreement once we confirm receiving the grant (estimated February 2026)
- Both the City and TxDOT's portions of the local match would need to available for **reimbursement to the RMA within Fiscal Years 2028-2030**
- The RMA's portion of the match would be available in earlier years to get started as soon as possible

RESOLUTION 2025-R-161

AUTHORIZING THE CITY MANAGER TO SUBMIT A JOINT GRANT APPLICATION THROUGH THE WEBB COUNTY–CITY OF LAREDO REGIONAL MOBILITY AUTHORITY (RMA) TO THE FEDERAL HIGHWAY ADMINISTRATION'S SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT PROGRAM, FOR THE PURPOSE OF ADVANCING THE VISION ZERO WEBB LAREDO COMPREHENSIVE SAFETY ACTION PLAN. RMA IS PREPARING AN SS4A IMPLEMENTATION GRANT APPLICATION FOR $24,901,470.00. TO DELIVER THE $33M VISION ZERO CAPITAL PLAN, THE CITY WILL BE RESPONSIBLE FOR A CONTRIBUTION OF $1,990,147.00, PROVIDING AN INVESTMENT OF 8% FOR $30.8M IN ROADWAY SAFETY IMPROVEMENTS ACROSS THE CITY OF LAREDO. THE RMA WOULD BE THE GRANT RECIPIENT, AND WOULD FRONT THE PAYMENTS, TO BE REIMBURSED BY FHWA, THE CITY, AND TXDOT'S PORTIONS OF THE LOCAL MATCH WOULD NEED TO BE AVAILABLE FOR REIMBURSEMENT TO THE RMA WITHIN FISCAL YEARS 2028-2030. IF APPROVED, GRANT WILL BE FUNDED IN THE CAPITAL GRANTS FUND AND LOCAL MATCH WILL BE FROM A PROPOSED CERTIFICATES OF OBLIGATION ISSUE.

Whereas, Vision Zero is a strategy designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all using the Safe Systems Approach; and

Whereas, Vision Zero acknowledges that traffic crashes resulting in death or serious injury are largely preventable and that many factors contribute to safe mobility, including roadway design, human behaviors (such as speeding, driving under the influence and wearing seatbelts), technology, and policies; and

Whereas, Vision Zero establishes clear strategies to achieve zero traffic fatalities and severe injuries; and

Whereas, one death on our streets is one too many; and

Whereas, crashes involving pedestrians, bicyclists, or motorcyclists was more likely to be fatal or cause serious injury; and

Whereas, equity is an integral component of Vision Zero with strategies such as prioritizing safety improvements in historically underserved areas and conducting robust engagement programs to reach the most vulnerable roadway users; and

Whereas, Vision Zero aligns with the City of Laredo Viva Laredo Comprehensive Plan, Future Thoroughfare Plan, Laredo & Webb County Active Transportation Plan, Laredo Downtown Master Plan, Downtown Laredo Parking Study, Rio Grande Vega Trail Master Plan, Laredo Active Living Plan, Laredo International Bridge System Master Plan, LWCAMPO Metropolitan Transportation Plan, LWCAMPO Unified Planning Work Programs, LWCAMPO Transport Improvement Programs (TIP), LWCAMPO Public Participation Plan, and the TxDOT Laredo District Strategic Highway Safety Plan 2023-2027 by emphasizing the needs of all roadway users and prioritizing improvements that address those needs; and

Whereas, in Resolution 2019-R-008 the Laredo City Council unanimously adopted a Vison Zero program and furthermore entered into an Interlocal Agreement with the Webb County-City of

Laredo Regional Mobility via Resolution 2023-R-l 65 to pursue the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns and the implementation of projects and strategies to address roadway safety issues by equally sharing the grant match and grant application cost of the Safe Streets and Roads for All Program, the U.S. DOT grant mechanism by which they are able to develop the Vision Zero Webb Laredo Safety Action Plan; and

Whereas, the City is being asked to commit to a contribution of $1,990,147.00 within FYs 28-30.

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

Section 1: Authorizing the City Manager to submit a joint grant application through the Webb County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (SS4A) Implementation Grant program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $24,901,470.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $1,990,147.00, providing an investment of 8% for $30.8M in Roadway Safety Improvements across the City of Laredo. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to available for reimbursement to the RMA within Fiscal Years 2028-2030. If approved, grant will be funded in the Capital Grants Fund and local match will be from a proposed Certificates of Obligation issue.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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

City Council

Meeting Date: 6/16/2025 **Staff Report 31.**

Discussion with possible action to accept and approve reports/reviews presented by Internal Audit.

City of Laredo

City Council

Meeting Date: 6/16/2025 **Laredo Mass Transit Board 32.**

SUBJECT
Consideration to purchase automobile parts, transit parts, and supplies for Laredo Transit Management, Inc., (LTMI) with contract Buyboard 723-23 cooperative contract vendor Rush Truck Center of Texas, L.P. for a cumulative amount $40,866.28 and to allow future purchases for an additional amount not to exceed $190,000.00, for one (1) year which will expire on November 30, 2026. Funding is available in the El Metro Maintenance accounts.

Vendor:

1. Rush Truck Center of Texas, L.P. $190,000.00

PREVIOUS COUNCIL ACTION

BACKGROUND
Rush Truck Center has been a valued vendor of El Metro Transit for the past 20 years. Throughout this longstanding relationship, Rush Truck Center has been reliable and trusted supplier of Cummins parts, transmissions and steering gearboxes for our fleet of transit buses. Their products have consistently met Gillig's high standards, compatibility and performance, which are essential to keeping our operations running safely and efficiently.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Maintenance Accounts
Account #:	various
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the El Metro Maintenance Accounts Fixed Route 558 5813 582 3020 and Para -Transit 558 5814 582 3020.

Menu

BuyBoard Vendor Contract Information Summary

Vendor	Rush Truck Centers of Texas, L.P.
Contact	Colton Kruse
Phone	(830) 302-5219
Phone Extension	5219
Email	krusec@rushenterprises.com
Vendor Website	www.rushtruckcenters.com
TIN	74-2786264
Address Line 1	555 IH 35 South, Suite 500
Vendor City	New Braunfels
Vendor Zip	78130
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET30 see Exhibit A: Paym
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee

City of Laredo

City Council

Meeting Date: 6/16/2025 **Laredo Mass Transit Board 33.**

SUBJECT
Authorizing the City Manager to accept resolution approving the Laredo Transit Management, Inc. (LTMI) Title VI Program and authorizing the City Manager and staff to submit the plan to the Federal Transit Administration (FTA) and to the Texas Department of Transportation (TxDOT) Office. FTA and TxDOT require that transit systems receiving federal or state financial funds must update and submit the Title VI Program Plan every three (3) years to ensure their compliance with Civil Rights Act.

PREVIOUS COUNCIL ACTION
On April 19, 2022, the Laredo Transit Mass Board approved a resolution to approve the Laredo Transit Management Inc, (LTMI) Title VI Program Plan and authorized the City Manager and staff to submit the Title VI Program Plan to the Federal Transit Administration and to the Texas Department of Transportation.

BACKGROUND
Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities of any entity that receives federal or state assistance. Other related regulations prohibit discrimination based on sex, age, and disabilities. The Federal Transit Administration and the Texas Department of Transportation works to ensure nondiscriminatory transportation in support of the mission to enhance the social and economic quality of life for all the public. The FTA and TxDOT Office of Civil Rights is responsible for monitoring all federal and state recipients' Title VI Program Plan to ensure their compliance with Title VI requirements.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
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.

RESOLUTION 2025-RT-29

AUTHORIZING THE CITY MANAGER TO ACCEPT RESOLUTION APPROVING THE LAREDO TRANSIT MANAGEMENT INC. (LTMI) TITLE VI PROGRAM AND AUTHORIZING THE CITY MANAGER AND STAFF TO SUBMIT THE PLAN TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REGIONAL OFFICE. FTA AND TXDOT REQUIRE THAT TRANSIT SYSTEMS RECEIVING FEDERAL OR STATE FINANCIAL FUNDS MUST UPDATE AND SUBMIT THE TITLE VI PROGRAM PLAN EVERY THREE (3) YEARS TO ENSURE THEIR COMPLAIN ACE WITH CIVIL RIGHTS ACT.

WHEREAS, Section 601 of Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving federal financial assistance; and

WHEREAS, the City of Laredo, Texas is a recipient of federal and state financial assistance through the Federal Transit Administration and the Texas Department of Transportation, an operating administration within the United States Department of Transportation; and

WHEREAS, the United States Department of Transportation has issued Title VI implementing regulations and guidelines to recipient on the requirements of Title VI; and

WHEREAS, the Federal Transit Administration (FTA) has provided additional guidance to its recipients to document their compliance with Title VI on the transit-related aspects of the City of Laredo's activities; and

WHEREAS, the Laredo Transit Management Inc., the public transit department, has presented to the City Council as the Mass Transit Board its Title VI Program documenting its compliance with the Title VI regulations on the transit-related aspects of its activities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. the City Manager is authorized to submit the Laredo Transit Management Inc. Title VI Program as directed by the Federal Transit Administration,

Section 2. the City of Laredo, Texas continues to be committed to operating is programs and activities without regard of race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964; and

Section 3. the City Council as the Mass Transit Board has approved the Title VI Program presented by the Laredo Transit Management Inc. for the City of Laredo's public bus transportation system.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

Transit Program Title VI Report Update for Laredo Transit Management Inc.

May 2025

CITY OF LAREDO, TEXAS
RECIPIENT I.D. 2069
Submitted May 2025
Contact Name: Robert J. Garza, General Manager



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1. INTRODUCTION

History/Demographics

Laredo is the county seat of Webb County, Texas, United States, located on the north bank of the Rio Grande in South Texas, across from Nuevo Laredo, Tamaulipas, Mexico. According to the 2020 Census, the city population was 265,761 making it the 10th largest city in Texas and the 81st largest city in the United States. Laredo's economy is based on international trade with Mexico. Most major transportation companies have a facility in Laredo. Laredo's location along the southern end of I-35 close to the manufacturers in North Mexico promotes its vital role in trade between the United States and Mexico.

Laredo has the distinction of flying seven flags (the Flag of the Republic of the Rio Grande in addition to the Six Flags of Texas). Founded in 1755, Laredo grew from a villa to the capital of the brief Republic of the Rio Grande to the largest inland port on the United States-Mexican Border. Today, it has four international bridges and one railway bridge. Laredo's weather is semi-arid during the summer and mild during the winter.

Areas of Service – Laredo Transit System

Mass transit

El Metro is the mass transit system that operates in Laredo with 24 fixed routes and Paratransit services with approximately 1.9 million passengers per year. El Metro works with a fleet of over 46 fixed-route buses, 1 trolley, and 16 Paratransit/El Lift vans. El Metro hub is located in downtown Laredo at El Metro Transit Center. The Center also houses Greyhound Bus Lines and provides fee-based daily parking for downtown shoppers and workers.

Rural transit

Rural transportation is provided by the Webb County, operated "El Aguila Rural Transportation" (the Eagle) bus services. El Aguila provides fixed daily routes from Rural Webb County (Bruni, El Cenizo, Mirando City, Oilton, and Rio Bravo) to the downtown Laredo Transit Center.



2. TITLE VI ASSURANCES

The annual Title VI Certification and Assurances were provided to the FTA via an update in the FTA's web-based Transit Award Management System (TrAMS). The LTMI certifications and assurances, signed by City Attorney, were recently updated on 3/12/24 . A signed copy of the certifications and assurances are attached in Appendix C.

The Grantee hereby gives the following specific assurances:

- That LTMI complies with all applicable Federal statutes and regulations to carry out any FTA-funded project.
- That LTMI, under a continuing obligation, complies with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement.
- That LTMI recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation.
- That LTMI understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting Applicant or its Project.
- That LTMI agrees that the most recent Federal laws, regulations, and guidance will apply to its Project unless FTA determines otherwise in writing.
- That LTMI, in light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

LTMI requires that all Section 5310 subrecipients submit all appropriate FTA certifications and assurances to LTMI prior to funding agreement execution and annually thereafter when FTA publishes the annual list of certifications and assurances. LTMI will not execute any funding agreements prior to having received these items from the selected sub-recipients. LTMI, within its administration, planning, and technical assistance capacity, also will comply with all appropriate certifications and assurances for FTA assistance programs and will submit this information to the FTA as required.

3. TITLE VI PROGRAM GENERAL REQUIREMENTS

3.1 Title VI Notice to the Public including a list of locations where the notice is posted

Background

This Title VI notice to the public is posted at the El Metro Transit Center, 1301 Farragut Street, Laredo, Texas, 78040. All El Metro routes start and end each trip at this location. The notice is also posted at the El Metro Operating and Maintenance Facility, 401 Scott Street, Laredo, Texas, 78040 plus included in the following:

- All LTMI Transit Vehicles
- LTMI website, *www.elmetrotransit.com*
- Laredo Morning Times (advertised annually)
- El Manana. A Spanish-language newspaper was published in the border city of Nuevo Laredo, Tamaulipas, Mexico. El Manana a has high readership and circulation in Laredo, Texas. (advertised annually)

Sample Title VI Notification to the Public

Notifying the Public of Rights under Title VI

THE CITY OF LAREDO

Transit System (El Metro)

- The City of Laredo, (El Metro), operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person, who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI, may file a complaint with the City of Laredo Transit System (El Metro).
- For more information on the City of Laredo's El Metro Civil Rights Program, and the procedures to file a complaint, contact 956-795-2288, Ext. 284, or visit our administrative office at 1301 Farragut St., Laredo, Texas 78040.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If information is needed in another language, contact 956-795-2288, Ext. 284.

3.2 Title VI Complaint Procedure, City of Laredo Transit System (El Metro)

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Laredo Transit System (hereinafter referred to as "El Metro" Or "LTMI) may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. El Metro investigates complaints received no more than 180 days after the alleged incident. El Metro will process complaints that are complete and signed.

Once the complaint is received, El Metro will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by our office.

El Metro has 30 days to investigate the complaint. If more information is needed to resolve the case, El Metro may contact the complainant. The complainant has 30 days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 days, El Metro can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

If information is needed in another language, contact us at 956-795-2288 extension 284. A person may also file a complaint directly with the Federal Transit Administration, At the FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

3.3 Title VI Complaint Form

Section I				
Name:				
Address:				
Telephone (Home):		Telephone (Work)		
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	

Section II		
Are you filing this complaint on your own behalf?	Yes*	No
*If you answered "yes" to this question, go to Section III.		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the Aggrieved party if you are filing on behalf of a third party:	Yes	No

Section III

I believe the discrimination I experienced was based on (check all that apply):

☐ Race ☐ Color ☐ National Origin

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No

Section V

Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____ ☐ State Agency: _____

☐ State Court: _____ ☐ Local Agency _____

Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Address:
Telephone:

Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your Complaint.

Signature and Date required below

_____ _____

Signature Date

Please submit this form in person at the address below, or mail this form to:

El Metro General Manager

1301 Farragut St., 3rd Floor West, Laredo, Texas 78040

LAREDO TRANSIT MANAGEMENT INC.
TITULO VI FORMA DE QUEJA

Sección I				
Nombre:				
Demicilio:				
Teléfono (Casa):		Teléfono (Trabaio):		
Dirección de correo electrónico:				
Requerimientos de formato accesible?	Texto Grande		Audio	
	TDD		Otro	

Sección II		
¿Presenta esta demanda por su cuenta?	Sí*	No
*Si su respuesta a esta pregunta fue "sí", diríjase a la Sección III.		
Si su respuesta es “no”, por favor indique el nombre y la relación de la persona en cuya representación presenta la demanda:		
Por favor explique porqué presenta una demanda en nombre de un tercero:		
Por favor confirme que obtuvo el permiso de la parte agraviada si usted presenta esta demanda en nombre de un tercero.	Sí*	No

Sección III

Considero que la discriminación que experimenté se basó en (marque las que correspondan):

☐ Raza ☐ Color ☐ Origen nacional

Fecha de la discriminación alegada (Mes, día, año): _____

Explique con la mayor claridad posible qué ocurrió y porqué considera que fue discriminado/a. Describa todas las personas involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo/la discriminaron (si lo sabe) como así también los nombres e información de contacto de cualquier testigo. Si necesita más espacio, por favor use la parte posterior de este formulario.

Sección IV		
¿Ya presentó alguna demanda sobre el Título IV con esta agencia?	Sí	No

Sección V

¿Presentó esta demanda ante cualquier otra agencia local, Federal o Estatal o ante cualquier otro tribunal Federal o Estatal?

☐ Sí ☐ No

Si respondió "sí", marque lo que corresponda:

☐ Agencia Federal: _____

☐ Tribuna Federal:_____ ☐ Agencia Estatal:_____

☐ Tribuna Estatal: _____ ☐ Agencia local _____

Nombre:
Título/Cargo:
Domicilio:
Teléfono:

Sección VI

Nombre de la agencia a la que va dirigida la demanda:
Persona de contacto:
Título/Cargo:
Teléfono:

Puede adjuntar cualquier material escrito u otra información que considere relevante a su Demanda.

A continuación debe colocar su firma y fecha:

_____ _____

Firma Fecha

Por favor presente este formulario personalmente en la dirección a continuación, o envíelo por correo a:

El Metro General Manager

1301 Farragut St., 3rd Floor West

Laredo, Texas 78040

3.4 LIST OF TRANSIT-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS OR LAWSUITS PUBLIC PARTICIPATION PLAN

Background

El Metro prepares and maintains a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and,
- Complaints naming the recipient.

This list includes the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and, actions taken by the recipient in response or final readings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

List of Investigations, Lawsuits and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint; race, color, or natural origin)	Status	Action(s) Taken
Investigations				
1.	None			
2.				
Lawsuits				
1.	None			
2.				
Complaints				
1.	None			

There have not been any Title VI Investigations, Complaints, or Lawsuits relation to LTMI's activities and programs.

Public Participation Plan

1. Purpose

   The purpose of this Public Participation Plan is to establish background and procedures that all and encourage and monitor the participation of all citizens in the City of Laredo including but not limited to low-income and minority individuals and those with limited English proficiency. The intent of the effort is to take reasonable actions throughout the planning process to provide opportunities for historically underserved populations to participate in accordance with Circular FTA C 4702.B and as guidance Circular 4703.1 Environmental Justice Policy Guidance for Federal Transit Administration Recipients.

2. General Public Outreach and Ongoing Involvement Activities include:

3.5 BOARDS AND COMMITTEES

Laredo Transit Management Inc. (LTMI) is a Municipal Transit Department as defined under section 453 of the Texas Transportation Code. Section 453 enables Texas municipalities with over 50,000 populations to develop transit departments with sales and use tax-levying ability to fund the operating and capital needs of the transit system. A sales tax election was held in the early 1990s where the voters of the City of Laredo voted to levy a ¼-cent sale and use tax to support the operation of the transit system.

The City Council of Laredo serves as the Mass Transit Board for LTMI. The Council sitting as the Mass Transit Board is composed of the Laredo Mayor elected at large and eight (8) City Council members elected from individual districts. The Mayor and Council all serve four-year terms and are elected in staggered terms with elections in even-numbered years. The Council meets twice each month. When there is transit business, the Council convenes as the Mass Transit Board as part of the regular Council meeting agenda. Under Section 453, the Board is provided broad policy powers with the ability to issue revenue-raising bonds, enter into contracts, levy fares, approve route changes, and approve the budget and other matters necessary for the management and operation of the transit system.

The City Council and the Mass Transit Board are supported and advised by a number of

Committees and Subcommittees. In most cases, the adopted LTMI Policies and Procedures define the entities or agencies to be represented, leaving the membership to be designated by the specified entities and agencies.

There is one committee whose membership is at the discretion of the Board and that is the Paratransit Advisory Committee (PAC). The PAC assist and advises the LTMI management on the paratransit program and transportation services for the elderly and disabled.

Mayor and City Council have a number of public outreach efforts including public hearings at Council meetings and workshops and other events in individual Council districts. The City of Laredo is a Council-Manager form of government with an organizationally strong City Manager that is the administrative head of the City. Public outreach efforts in the City Manager's office include the employment of a Public Information Officer who works with the Mayor/City Council and other city departments including El Metro.

The City of Laredo currently contracts with Hendrickson Transportation Group (HTG), a third-party contractor to operate the system. HTG employs a full time General Manager approved by the City and two (2) Assistant General Managers. These individuals are responsible for day-to-day management of the transit system and working with City officials for public outreach activities specific the transit system and FTA requirements. The General Manager reports directly to an Assistant City Manager and in a number of respects, functions like a City department head.

Under its contract with the City of Laredo, HTG is also responsible for creating Laredo Transit Management, Inc., a Texas non-profit corporation, set up to employ the transit staff including front line management, bus operators and maintenance personnel.

Public Comment on Fare and Service Changes

This document included in this public participation section, governs how public input will be obtained when fare and service changes are being considered. The document references the need for Title VI and LEP considerations in the specific planning processes necessary when considering fare and service changes. The policy indicates that the transit staff will conduct public meetings held inaccessible locations in areas where citizens impacted by proposed changes in service or fare reside and/or work. The General Manager and his/her staff are responsible for summarizing the input and making recommendations to the City Manager, Mayor, and Council. All City Council meetings and their committee meetings are publicly advertised are open for public comment and are held at the Laredo City Hall near the main transfer station of the El Metro system in downtown Laredo.

Participation with MPO

El Metro staff cooperates with the Laredo Urban Transportation Study (LUTS), which includes the area's Laredo Webb County Area Metropolitan Planning Organization (MPO). Since the last Title VI Update in 2011, LUTS retained a consultant to complete an ADA Paratransit Plan Update. This project-evaluated compliance with the ADA requirements, reviewed the overall management, and operating structure of the paratransit operation, the eligibility determination process as well as policies and procedures.

The consultants held a well-attended public meeting to receive public input. Members of the Paratransit Advisory Committee (PAC) attended the meeting to both observe and participate in the process. A Spanish language translator who practices in the local court system was available and assisted with the communication from the consultant to the public a high portion of which could only speak and understand Spanish. On April 2013, the ADA Paratransit Plan Update was completed and presented to the MPO Policy Committee and the Laredo Mayor and City Council in their role as the Mass Transit Board. Both the MPO Policy Committee and the City Council meet in public session and El Metro staff made additional efforts to communicate the agendas, time, and place that the meetings held to transit users including minorities, low-income individuals, and the LEP community.

In 2021, a Comprehensive Operational Analysis (COA) was initiated and funded by Laredo Webb County Area Metropolitan Planning Organization in coordination with the Laredo Transit Management, Inc. (LTMI). The participants from the MPO, LTMI, and other stakeholder groups included:

- City of Laredo city management and department directors
- Texas Department of Transportation
- El Aguila Rural Transportation
- South Texas Development Council
- Councilors and representatives
- Kansas City Southern
- First Transit
- Laredo Independent School District
- United Independent School District
- Texas A&M International
- Laredo Community College

The prime consultant for the COA study was Stantec Consulting Services Inc. (Stantec), a global architecture and design consulting firm with over 22,000 employees across the globe and six office locations across Texas. Stantec held stakeholder and public engagement meetings such as advocacy groups, active transportation and community development organizations, representatives from colleges, public officials the other leaders of the community.

Current and Future Outreach Efforts

Public Information Meetings are intended to provide an opportunity for the public to submit comments and learn more about the LTM's program of projects, plans, and services. Members of the public are able to provide input and feedback at the public information meetings through the public comment process. Public meetings and presentations such for service changes or fare changes will be used to present draft materials, educate the public and solicit information from the public. Contact information including e-mail addresses is collected at all public meetings. Public meeting attendees are encouraged to use comment cards to submit comments, suggestions, and unresolved questions. Comment cards are given out at all outreach activities and public meetings including Mass Transit Board meetings. The following are strategies that could be used to engage the public:

- Meeting venue is determined and times are slotted that capture different audiences at different times to ensure as many people as possible attend
- Advertisements appear 14 days prior to the date of the scheduled public meeting
- Laredo Times Newspaper
- Display boards are created with simplified messaging that is pertinent to the subject of the Meetings
- Sign-In Sheets
- News Releases to local television, radio and print media
- Public meeting flyers are posted in all the Transit Center and all buses and vans
- Information is posted to the El Metro Web site
- The Transit Center and all transit buses and vans will have information posted in regard to route changes, fares and time changes
- Sending emails to local non-profit organizations such as the Laredo Chamber of Commerce, Laredo Main Street, community leaders and elected officials regarding to transit information such as route changes, events, public meetings, press releases, etc.
- LTMI has an online app to download that has route information, real-time bus passenger information, just like the website.
- Transit information is given to drivers to pass on to passengers regarding route changes, time

and fare changes.

- New online social media now on Facebook page for the public.

Public Comment on Fare and Service Changes

City of Laredo

Laredo Transit Management, Inc. (LTMI)

July 2012 (approved)

The City of Laredo and LTMI recognize a major service change as any change impacting 10% or more of total system operating hours and any changes in fare. Either or both of these events require the Public Comment on Service and Fare Change process.

- Confirm that proposed schedule changes exceed the 10% in daily service hour threshold. This is an automatic in the case of fare changes.
- Review service changes against Title VI plan looking for potential disparate impacts.
- Schedule public meetings in accessible locations along routes affected at times when customers can more easily attend. Specify the room set-up in regards to tables, chairs, audio visual equipment, etc.
- Determine who on El Metro staff will attend public meeting, make presentations and receive public input.
- Publish notice of meeting(s) 14 or more days in advance.
- Place flyers on buses and at Transit Center notifying the public of the meetings.
- Consistent with Title VI, publish public notices in line with LEP considerations.
- Publish notice on El Metro website.
- Arrange for a sign language interpreter as necessary.
- Complete presentation materials such as maps, descriptions, handouts and audio-visual materials for the meetings.
- El Metro staff conducts public meetings to:
    - Encourage public to sign in
    - Present proposals and distribute handouts
    - Hold Question and Answer sessions and capture public comments of all types
- Summarize in writing the input from various sources for review and evaluation by El Metro management staff.
- Make final El Metro staff recommendations based on public input to Laredo City

Manager

- Laredo City Council sitting as Laredo Mass Transit Board receives input on proposed changes.
- Laredo City council acts on proposed changes.
- El Metro staff communicates the adopted changes through flyers, public notices and on website.

3.6 LANGUAGE ASSISTANCE PLAN (LAP)

BACKGROUND AND LEGAL BASIS FOR LANGUAGE ASSISTANCE REQUIREMENTS

The City of Laredo and LTMI (El Metro) recognizes the importance of effective and accurate communication between its personnel and the community that they serve. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit individuals with Limited English Proficiency (LEP) from accessing and/or understanding important rights, obligations and services, or from communicating accurately and effectively in difficult situations. Ensuring maximum communication ability between the Authority and all segments of the community serves the interest of both.

The purpose of this plan is to establish effective guidelines, consistent with U.S. Department of Transportation (USDOT) policy, for the LTMI to follow when providing services to, or interacting with, individuals who are LEP.

TITLE VI POLICY STATEMENT SUMMARY

El Metro is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and all related USDOT regulations and directives. LTMI assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regards to any LTMI service, program, or activity. LTMI also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the Authority will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

LEP SERVICES POLICY STATEMENT

LTMI will, as a normal part of doing business, commit to ensuring that publications intended for public outreach or public involvement, where appropriate, will be also offered in Spanish – the predominant native language of LEP individuals in the LAREDO TRANSIT MANANAGEMENT INC. service area.

LTMI strives to provide effective, efficient, and equitable service to all individuals regardless of

their ability to speak, read, or write English. Service delivery options (translation of publication, oral language assistance etc.) shall be available to LEP individuals, enabling them to communicate effectively with the Authority in person, over the phone, in writing, and through electronic media.

EXECUTIVE SUMMARY

On December 14, 2005, USDOT published revised guidance for its recipients on the Implementation of Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency". Limited English Proficiency (LEP) is a term used to describe people who do not speak English as their primary language and who also may have limited ability to read, write, or understand English. The foregoing Executive Order states that Title VI and its implementing regulations require that USDOT recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP) and that recipients should use the USDOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP. The LAREDO TRANSIT MANANAGEMENT INC. supports the goals of the USDOT LEP Guidance to provide meaningful access to its services by LEP persons. LTMI will devote resources to provide oral and written language assistance services to LEP individuals.

LEP individuals (those over the age of 5 who speak a native language other than English and who speak English less than "very well") amounted to 55.6% of the LTMI service area. Among languages spoken by LEP individuals, Spanish was the native language in 95% of the cases. In no other case did LEP individuals speaking a certain language constitute a significant population (significant here meaning 1,000 persons or more). Given this data, LTMI resources available, language assistance is to be provided regularly for Spanish language speakers and on a case-by-case basis depending on available resources for other language groups.

LTMI has not maintained data to document the frequency of contact by LEP persons with its services largely because of the unique nature of the Laredo community and its transit users. Laredo is largely a bi-lingual community with a vast majority of citizens either being bi-lingual (English and Spanish) or proficient only in Spanish. Currently LTMI customer service is available for Spanish speakers, bus stop announcements are in both English and Spanish, and policies are posted on vehicles and at stations in both English and Spanish.

To meet the needs of the substantial and growing LEP population in the LAREDO TRANSIT MANANAGEMENT, INC. service area, the following either exist or will be phased in over the next 12 months:

- Adopt procedures to be used by all LTMI frontline employees and contractors when encountering an LEP customer and provide training on procedures.
- Provide Spanish language assistance for all public input opportunities.
- Post notification of Title VI rights and complaint procedures in both English and Spanish.
- Provide route and service information in Spanish on printed materials including system maps, bus books, ride guides, or other similar information.
- Advertise that customer service information is available in Spanish.
- With the exception of the current General Manager all LTMI employees having contact with the public are either bi-lingual or are proficient in Spanish.
- LTMI maintain its approach that all employees having contact with the public be either be bi-lingual in English and Spanish or be proficient in Spanish.
- Where applicable, consider increased use of pictographs or other symbols throughout the LTMI system to convey messages on how to safely use LAREDO TRANSIT MANANAGEMENT INC.

AUTHORITY AND GUIDANCE

Presidential Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency is directed at implementing the protections afforded by Title VI of the Civil Rights Act of 1964 and related regulations. Discrimination in providing services to LEP persons is covered in Title VI under national origin discrimination.

The 1987 Civil Rights Restoration Act broadened the coverage of Title VI to include all of a federal fund recipient's programs and activities, whether they are federally funded or not. These requirements filter down through LAREDO TRANSIT MANANAGEMENT INC. to all operating contractors or grant sub-recipients. EO 13166 states that recipients must provide LEP persons an equal opportunity to benefit from and ensure meaningful access to its programs and services that are normally provided in English.

The USDOT published revised guidance for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that USDOT recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP) and that recipients should use the USDOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

The Federal Transit Administration (FTA) references the USDOT LEP guidance in its Circular 4702.1B, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," effective October 1, 2012. Chapter III part 9 of this Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and suggests that FTA recipients and sub-recipients develop a language implementation plan consistent with the provisions of Section VII of the USDOT LEP Guidance. The USDOT LEP Guidance recommends that all recipients, especially those that serve large LEP populations, should develop an implementation plan to address the needs of the LEP populations they serve. The USDOT LEP Guidance notes that effective implementation plans typically include the following five elements: 1) identifying LEP individuals who need language assistance; 2) providing language assistance measures; 3) training staff; 4) providing notice to LEP persons; and 5) monitoring and updating the plan.

Transit agencies that provide language assistance to persons with Limited English Proficiency in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from participating in the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options. Catering to LEP persons may also help increase and retain ridership among the agency's broader immigrant communities in two important ways; agencies that reach out to recent immigrant populations in order to conduct a needs assessment and prepare a language implementation plan (pursuant to the US DOT LEP Guidance) send a positive message to these persons that their business service parameters are responsive to the needs of these populations, additionally, transit agencies that conduct outreach to LEP persons can increase their potential for recruiting bilingual employees to better serve the needs of the community. In summary, serving the needs of LEP persons is not only a good business decision; it fulfills the mission of the transit agency to serve the public.

LIMITED ENGLISH PROFICIENCY

Limited English Proficiency (LEP) is a term used to describe people who do not speak English as their primary language and who also may have limited ability to read, write, or understand English.

Given its proximity to Mexico, Laredo has traditionally been a largely bilingual community. Currently, over 90% persons in the LAREDO TRANSIT MANANAGEMENT INC. service area speak Spanish at home. The number of Spanish speakers and particularly those with Limited English Proficiency is likely to continue in the future due to immigration and a continuation of residents of Mexico crossing into Laredo on a daily basis. It therefore is critical that the Laredo Transit Management Inc. be innovative and proactive in engaging people from different cultures, backgrounds and businesses in the public involvement aspect of planning and project development and other program areas such as: service modifications, transit development, and other programs or services involving the public**.**

In response to the needs of the Spanish-speaking population, the Authority has Spanish-speaking customer-service representatives and provides Spanish bus stop announcements and posts rider rules in Spanish.

3.5.2 LANGUAGE ASSISTANCE NEEDS ASSESSMENT – FOUR FACTOR ANALYSIS

This plan outlines how to identify a person who may require language assistance, the ways in which the LTMI provides such assistance, any staff training that may be required to provide such services and the resources available to reach out to the people who may need language assistance service. In order to prepare the Language Assistance Plan (LAP), a needs assessment is conducted utilizing the four factor analysis, as recommended by USDOT. The four factors are:

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by LTMI services and programs.

Factor 2: The frequency with which LEP persons come into contact with LTMI services and programs.

Factor 3: The nature and importance of the LTMI's services and programs in people's lives.

Factor 4: The resources available to the LTMI for LEP outreach, as well as, the costs associated with the outreach.

In the following analyses each factor is considered first in relation to the services provided by LTMI Transit.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by LTMI services and programs.

The decision to provide language assistance services included an assessment of the number or proportion of LEP persons from a particular language group served or encountered in the surrounding community area. The greater the number or proportion of LEP persons served or encountered, the more likely language services are needed. Generally, identifying any community where the LEP population **equals 5 percent** or more in a given language automatically triggers providing language assistance services as a mandatory and normal part of your program operation.

- **Frequency of Contact** – The more frequent the contact with a particular language group, the more likely that enhanced services in that language are needed. Laredo Transit Management Inc. has considered the frequency of contact that patrons who speak different languages may have with Laredo Transit Management Inc. services. For example, frequent contact with individuals who speak Spanish and who are also LEP does require bilingual staffing. LAREDO TRANSIT MANANAGEMENT INC. will begin tracking contact with all persons who

are LEP.

- **Importance of Contact** – Once a provider has assessed what language to consider by looking at important the activity, information, service or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services will be needed. If the denial or delay of access to services or information could have serious implications for the LEP individual, procedures should be in place to provide language assistance to LEP persons as part of standard business practices.

- **Resources –** Laredo Transit Management Inc. has resources available to ensure that we will be able to provide language assistance to LEP persons who speak Spanish participating in our programs or activities. Demographics, frequency and importance of contact will dictate the level of language services Laredo Transit Management Inc. will commit to provide. Some language services can be provided at little or no cost, such as using community volunteers or bilingual staff as interpreters. For languages other than Spanish, Laredo Transit Management Inc. will work with the community to finding effective ways to meeting the needs of these communities. Laredo Transit Management Inc. will carefully explore means of delivering competent and accurate language services before deciding to limit services due to resource concerns.

  Laredo Transit Management Inc. will weigh the costs and benefits of translating documents for potential LEP customers considering the expense of translating the Documents; the barriers to meaningful translation or interpretation of technical transit information, the likelihood of frequent changes in documents, the apparent literacy rate in an LEP group and other relevant factors. The Authority will undertake this examination when an eligible LEP group constitutes 1,000 persons.

a. Identification of LEP individuals in Laredo Transit Management, Inc. Service area that need language assistance

USDOT Guidance*: "There should be an assessment of the number or proportion of LEP individuals eligible to be served or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis**.***

The LTMI used data from the 2020 American Community Survey 5-Year Estimates to identify LEP language groups within the service area. Table 1 provides data on the number of LEP individuals for each language or language group. Spanish is the only language that meets the threshold in the Laredo Service area.

Table 1: LEP Population by Language

Language	Number	Pct. of Service Area Population
Spanish	211,986	89.7%
Other Indo-European	407	0.2%
All Asian languages	1,078	0.4%

Factor 2: The frequency with which LEP persons come into contact with LTMI services and programs.

USDOT Guidance: "*Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed. The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily*."

Transit Services

Typically, the front-line staff such as the bus drivers, dispatchers and customer service staff are the primarily in direct contact with LEP individuals on a daily basis. They are the ones answering to inquiries made regarding transit and paratransit services or activities. Currently, some non-speaking Spanish (only English) riders will ask translation assistance either an LTMI driver or road supervisor or any other LTMI staff will assist and translation services for other languages are extremely rare.

Laredo Transit Management Inc. does not currently collect data from its riders on their level of English proficiency. As part of this plan, Laredo Transit Management Inc. will begin to capture and monitor contact with LEP individuals. Customer Service and other departments with contact with LEP individuals will record when an individual desires to communicate in a language other than English.

Factor 3: The nature and importance of the LTMI's services and programs in people's lives.

USDOT Guidance: *"The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ; for example, from those who provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life- threatening implications for the LEP individual…"*

Based on the guidance provided, Laredo Transit Management Inc. has identified several areas for focus in providing in access to LEP individuals. Information or material in these categories should be accessible to LEP persons as a matter of ordinary practice.

- Information on routes and services which are essential or important for using the service, this includes regular services and irregular but important services including disaster evacuation.
- Opportunities for input by the public
- Notification of rights, important policies and LAREDO TRANSIT MANANAGEMENT, INC. rules

Factor 4: The resources available to the LTMI for LEP outreach, as well as, the costs associated with the outreach.

Available Resources and Costs of Providing Language Assistance Services

> **USDOT Guidance:** *"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns"*

Laredo Transit Management Inc. is committed to assuring that resources are used to reduce the barriers that limit access to its information and services by LEP persons. LTMI currently employs a large number of persons who know how to speak Spanish.

LTMI has hired professional Spanish interpreters for public meetings such in the case we had in 2012 in one of our Paratransit Advisory Committee (PAC) meeting. An outside consultant was doing a study for the Paratransit service and an interpreter was present for translating the meeting in Spanish. LTMI will provide bilingual interpreters for public hearings or meetings including filing a Title VI complaint.

In addition, LTMI will assessed its available resources that could be used for providing LEP assistance, including determining how much a professional interpreter and translation service would cost on an as needed basis, which of its documents would be the most valuable to be translated if the need should arise, and taking an inventory of available organizations that LTMI could partner with for outreach and translation efforts. The amount of staff and vehicle operating training that might be needed was also considered. After further research, the cost

of an interpreter and translator with certification, well-trained in the skills, ethics, and subject-matter language is approximate $90 per hourly rate and $0.15 per word.

For other languages, resources should be located in an effective way on a case-to-case basis.

PROVIDING NOTICE TO THE LEP COMMUNITY

Where Laredo Transit Management Inc. determines a need for language assistance, it is important to let LEP persons know that those services are available and that they are free of charge. This information should be provided in a notice in a language LEP persons will understand. Some notification ideas include:

- Posting signs in areas where the public is likely to read them
- Stating in outreach documents (brochures, booklets, pamphlets, flyers) that language services are available free of charge
- Working with community-based organizations to inform LEP persons of the language assistance available
- Using a telephone voice mail menu in Spanish
- Notices in local newspapers in languages other than English
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events
- Presentations and/or notices at schools and religious organizations for important actions or where community involvement is critical

IMPORTANCE TO LEP PERSONS OF OUR BUS SERVICES AND ACTIVITIES

Access to public transportation in a large urban setting is vital, because of concentrations of people that are transit dependent and live in a near poverty level in some parts of the city. The DOT's LEP guidance states that "providing public transportation access to LEP persons is crucial." An LEP person's inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment. Because of LTMI's service to important areas in our community like employment, and its access to two hospitals and seven dialysis centers and other medical facilities, LTMI's services must be considered vital for LEP individuals and all residents in Webb county.

It is because of this importance that LTMI has outlined language assistance features. In addition, LTMI will use methods outlined in its Public Participation Plan to provide information to persons with limited English proficiency via multiple platforms. LTMI will, via outreach methods described here and in LTMI's Public Involvement Plan, identify the LTMI service or services deemed most important to those citizens with limited English proficiency. LTMI has and will continue to participate in several outreach engagements including the following:

- National Night Out
- Meet your Councilperson and
- Public Meetings

The National Night Out consists of inviting all the city service departments such as the Police, Fire, Public Works, Health, and others including LTMI to a community meeting inviting all the public citizens and ask about the city's services. The Meet Your Councilperson is also inviting all the public to come and talk to your councilman or councilwoman to voice concerns or hear about other city department services which LTMI has participated. Public Meetings (LTMI) are held in relating to change of bus services in which the local school districts have been active stakeholders and partners for these meetings.

The LTMI's most critical public transit services are:

- Fixed route services – these services are vital due to the high number of riders who utilize our services for transportation to and from their work locations and are transit dependent for their livelihood; and

- ADA Paratransit services- these services are vital due to the diversity of clientele and critical transportation we provide to those riders who cannot use the regular fixed route bus.

An LEP person's inability to utilize effectively these services may adversely affect his or her ability to obtain health care, education, or access to employment. Critical information from LTMI which can affect access includes:

- Route and schedule information
- Fare and payment information
- Public service announcements
- System rules and information about how to ride
- Safety and security announcements
- Communication related to transit planning

LTMI's public engagement process and tools used to solicit LEPs about transit projects are listed below. This engagement process includes the translation of vital documents and discussions of on-time performance measurements in the LTMI bus system.

1. Public meetings at accessible hours
2. Formal presentations
3. Paratransit Advisory Committee meetings
4. Workshops in the community
5. City Council Public hearings
6. Transit tours
7. Townhouse use meetings

LTMI is actively seeking public participation and the above tools are some of the strategies LTMI uses to seek out community involvement and public engagement and feedback.

Last, LTMI is critical in notifying LEPs on transit issues and services changes as a result the following communication tools are used to achieve the LEPs.

- Newsletters
- Mailed notifications
- Fliers
- Fact sheets (rack cards)
- Website home page
- News articles
- Press releases
- Stakeholder announcements
- Public service announcements (paper, tv)
- Facebook social media

REVIEW INPUT FROM COMMUNITY ORGANIZATIONS AND LEP PERSONS

Some LTMI departments require interaction with the public as a part of daily operations and include contact with LEP populations. If these interactions include letters or notices, or forms and the nature of these documents would be considered of critical importance to the LEP person, consideration shall be given to the written translation of the documents or forms.

It is important to make an assessment as to the population percentage, and the frequency and importance of the contact while considering the potential for translating these documents. Examples of vital documents that require consideration for translation in Spanish are as follows:

- Title VI Complaint Process
- Bus schedules and other service guides
- Notices of proposed public hearings regarding proposed transportation plans, projects, or changes
- Emergency transportation information
- Other documents about other services such as ADA services and real time bus information

Whether or not a document (or the information it solicits) is "vital" will depend on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not accurate or timely disseminated. Where appropriate, management staff will rigorously evaluate over time, what documents are "vital" to the meaningful access of the LEP populations they serve.

Classifying a document as vital or non-vital is sometimes difficult, especially in the case of outreach materials like brochures or other information on rights and services. Awareness of rights and services is an important part of "meaningful access", as a lack of awareness may effectively deny LEP individuals meaningful access.

Where LTMI is engaged in community outreach efforts as part of its programs and activities, it should assess the needs of the LEP population affected by the program to determine whether certain critical outreach materials should be translated.

Community organizations will be used to determine what outreach materials may be most helpful to translate, and some translations may be made more effective when done in tandem with outreach methods including using ethnic media, schools, and religious and community organizations to spread a message.

Sometimes a very large document may include both vital and non-vital information. This may also be the case when the title and a phone number for obtaining more information on the contents of the document infrequently encountered languages other than English is critical, but the document is sent out to the general public and cannot reasonably be translated. In a case like this, vital information may include, for instance, providing information in Spanish regarding where an LEP person might obtain an interpretation or translation of the document.

THE RESOURCES AVAILABLE TO THE RECIPIENT AND COSTS

LTMI will not pass on the cost to our customers for providing language assistance to meet its LEP requirements. With the exception of translating written materials, the cost of language assistance is generally fairly minimal. LTMI will provide competent interpreters and other oral language assistance in a timely manner as needed.

INVENTORY LANGUAGE ASSISTANCE MEASURES CUERRENTLY BEING PROVIDED

LTMI has provided the following language assistance measures to date:

- Oral interpretation services - Bilingual staff that are competent in the skill of interpreting
- Written language services
- Volunteer interpreters from community organizations who are trained and competent in the skill of interpreting
- Qualified paid interpreters
- Translating documents upon request
- Bilingual (English and Spanish) notices regarding service changes, public hearings, and capital projects
- General transit information on fares, service hours, routes, schedules, and how to use the bus and rules in English and Spanish.
- Provide a bilingual El Lift Paratransit Rules and Procedures manual and ADA certification application.

- Bilingual passenger information announcements are made electronically by LCD monitors at the main terminal.

- Bus personnel are predominately bilingual and automatically respond in Spanish when Spanish-speaking commuters interact with staff.

- At public hearings or meetings, the audience is asked whether the meeting should be conducted in Spanish as well as English. Staff responds according to the preference of the audience. Meetings are usually interpreted.

The costs of these measures have not been separated since they are generally accepted business practice and fully integrated into the LTMI daily operations.

Training staff on the procedures of providing language assistance and how to determine whether and what type of language services a customer needs, is essential to bridging the gap between policies or procedures and actual practices. Training should include how to obtain language assistance services and how to communicate needs to interpreters and translators.

Providing language assistance in some areas may also mean training staff to avoid using acronyms or industry jargon when communicating with LEP individuals. Although the use of an interpreter who is qualified is essential, it does not necessarily mean formal certification as an interpreter is required. Certification may be helpful, but at a minimum, a qualified paid interpreter needs to:

- Be proficient in and have the ability to communicate accurately in both English and in the other language.
- Have knowledge in both languages of any specialized terms or concepts particular to the program.
- Understand and follow confidentiality and impartiality rules to the same extent as the LEP person for whom they are interpreting or to the extent that their position requires.
- Understand and adhere to their role as an interpreter without deviating into a role as counselor, legal advisor, or another inappropriate role.

PROCEDURES FOR ACCESSING INTERPRETATION SERVICES

Providing interpretation services in Laredo are reserved for events and circumstances when formal presentations are being made by speakers that are not bi-lingual. The availability of bi-lingual employees for customer service and other customer contacts makes the need for day to day communications minimal.

- **Telephone communication with LEP Callers**: LTMI requires bi-lingual employees in all customer contact positions including telephone

communication because of the necessity in the Laredo community to have individuals that can speak Spanish.

- **Communication by other front line employees**: LTMI personnel in the field in need of interpretation services will attempt to contact Customer Service or other competent staff to assist with communication to LEP individuals.

ANALYZING THE BUDGET

LTMI's FY 2025 budget was $22.7 million dollars which $36,515 was budgeted for LEP materials such as printing of bus schedules, system maps, webpage design and translation even though this primarily is done by staff in-house is still is considered an expense.

TRAINING STAFF

The Title VI Officer will ensure that employees are knowledgeable about the Authority's obligations to provide meaningful access to information and services for LEP persons, ensuring that employees having contact with the public have experience in the following areas:

- Policies and procedures of language access;
- Resources available to determine the language needs of a customer;
- Resources available to ensure that access is provided in a timely and effective manner
- Working effectively with language interpreters
- Available documents that have been translated into languages other than English
- Types of language services available;
- How staff can obtain those services;
- How to respond to written communication from LEP persons and;
- How to respond to LEP individuals who have in-person contact with staff.

LEP PLAN DISTRIBUTION

The LEP Plan will be:

1. Distributed to all Laredo Transit Management, Inc. management staff, especially those leading departments with direct contact with the community.

2. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

MONITORING AND UPDATING THE LANGUAGE ASSISTANCE PLAN

Laredo Transit Management Inc. will monitor its language assistance program minimally every

three years to assess the following: the current LEP makeup of its service area, the current communication needs of LEP applicants and customers, whether existing assistance is meeting the needs of such persons, whether the staff is knowledgeable about policies and procedures and how to implement them, and whether sources of and arrangements for assistance are still current and viable. It is LTMI's intent to continually evaluate effectiveness and based on the results, make modifications where necessary.

Staff will evaluate LTMI's Limited English Plan by seeking feedback from the community, and assess potential plan modifications based on:

- Current LEP population in the service area or population encountered or affected;
- Frequency of encounters with LEP language groups;
- Nature and importance of activities to LEP persons;
- Availability of resources, including technological advances, additional resources, and the cost imposed;
- Whether staff know and understand the LEP plan and how to implement it; and,
- Whether identified sources for assistance are still available and viable.

In monitoring compliance, an assessment will be made of whether LTMI's procedures allow LEP persons to overcome language barriers and participate in a meaningful way in the program activities and services. The program area's appropriate use of methods and options detailed in this LEP Plan will demonstrate their intent to comply with LEP requirements and Title VI of the Civil Rights Act of 1964.

COMPLIANCE & REPORTING

All LTMI management staff is responsible for ensuring that meaningful services to LEP persons are provided in their respective departments/offices. This Plan must be incorporated by reference into the appropriate departmental procedure manuals in order to ensure that employees are aware of their obligations for compliance.

The General Manager will monitor the Authority's programs to ensure LEP requirements are fulfilled.

CONCLUSION

Providing meaningful access to LEP persons to El Metro programs, services, and activities is an

important effort that will help enable the Authority to achieve its mission to ensure equal access to transit throughout LTMI's service area. Through implementation of this plan, LEP persons will gain equal opportunity to benefit from meaningful access to Laredo Transit Management Inc.'s programs and services.

3.7 Sub-recipient Monitoring and Compliance

3.7.1 Subrecipients Monitoring

LTMI will coordinate a subrecipient orientation workshop after the funding award to provide technical assistance on the process that would need to be followed and the federal requirements that would have to be met to receive the federal funds. LTMI will also schedule regular meetings with the subrecipients to discuss issues or concerns regarding their projects and to provide assistance during implementation to ensure projects are consistent with the funding agreement. Subrecipients will also be required to provide quarterly progress reports and an annual report during the period in which they invoice for eligible activities until grant close-out. In this regard, sub-recipients need to keep track of the performance measures identified for their projects in the CONTRACT AGREEMENT.

Subrecipients would also need to provide supporting documentation when invoicing LTMI for expenses incurred. Subrecipients will not be paid in advance of costs incurred. Instead, funds from the 5310 programs will be paid to the subrecipient on a reimbursement basis only. LTMI will monitor closely all activities by the sub-recipient and take corrective actions to resolve any non-compliance issues, including informing the sub-recipients if they are at risk of losing any of the funding that was awarded. The subrecipients need also to comply with the auditing requirements specified in the CONTRACT AGREEMENT.

3.7.2 Administration of 5310 Programs

The following summarizes the responsibilities of LTMI as the designated recipient.

- Assists subrecipients or potential sub-recipients with technical support to:
  I. Establish project eligibility;
  II. Manage and administer sub-recipients;
  III. Understand grantee (LTMI) and federal compliance policies
    a. Procurement guidelines
    b. Required matching funds
  IV. Understand the conditions on how federal grant funds can be spent.

One of the primary means of assistance can be sponsoring and hosting pre-proposal seminars prior to call-for-projects. LTMI may host a grantee introduction seminar for all new sub-recipients after each selection process. The meeting will allow LTMI the opportunity to discuss with all of the new subrecipients the general and specific performance goals to be achieved, their reporting, the administrative responsibilities and LTMI's standardized invoicing practices.

In order to clarify the goals of each project and assist the subrecipients in the development of good progress reporting and accounting practices, LTMI will meet individually with each of the subrecipients before the beginning of grant expenditures. The meetings will include, but are not limited to the following actions:

- Ensures that subrecipients adhere to the FTA Master Agreement, LTMI's CONTRACT AGREEMENT, and other federal and state requirements, as applicable, to ensure federal

funds are used according to the established contractual requirements. This activity will be accomplished with site visits and a review of sub-recipients records.

- Seeks from the sub-recipients an annual signed certification that affirms sub-recipients compliance with the standard terms and conditions governing the administration of projects funded with federal dollars awarded by the FTA through LTMI, as described on the CONTRACT AGREEMENT or the FTA Master Agreement. This information is provided to the auditors as part of LTMI's compliance monitoring effort.
- Provides the program of projects funded with the 5310 program to the MPO for inclusion in the Transportation Improvement Program.
- Prepares a summary of the funds available for distribution upon approval of the federal budget for the federal year that starts October 1, 2015, and corresponding federal transportation appropriations sometime thereafter and their publication in the Federal Register.
- Initiates the development of the grant applications for the FTA and upon FTA's award, initiates the funding agreements with the sub-recipients.
- Coordinates regular workshops or meetings with sub-recipients to ensure agencies have the technical capabilities to assist their customers with transportation needs and to manage their projects.
- Organizes an annual workshop for the region's stakeholders to review project results, evaluate overall program accomplishments, and discuss opportunities for improvements. Unsuccessful applicants from previous call-for-projects cycles will also be contacted and invited to the workshop to familiarize themselves with the grant programs, the development of a successful application, and the implementation of projects and programs funded by the 5310 programs. Unsuccessful applicants will also have the opportunity to meet with LTMI staff.
- Assures sub-recipients development performance measures for each 5310 funded project to monitor and report the benefits of the federal investment.
- LTMI will maintain a good working relationship and coordination with the federal, state, regional, and local agencies regarding human services transportation projects and programs funded with the 5310 funds.
- Analyzes federal, state, and local legislation and policies relevant to the 5310 program.
- Makes recommendations to the LTMI Mass Transit Board for improvements in managing and administering the 5310 programs.
- Serves as the point of contact for any activities related to the 5310 programs, such as coordinating the reviews and audits performed by the FTA.

3.7.3 Title VI, Section 504, and ADA Compliance

LTMI requires subrecipients to document that they distribute FTA funds without regard to race, color, national origin, disability or discrimination against disadvantaged business enterprises among applicable civil rights requirements. Not all applicable civil rights requirements are discussed in the PMP.

LTMI complies with FTA's Title VI requirements in the following manner:

i. Provision of an annual Title VI certification and assurance;
ii. Development of Title VI complaint procedures;
iii. Record keeping of all Title VI investigations, complaints and lawsuits;

iv. Provision of meaning access to persons with Limited English Proficiency;
v. Notification to beneficiaries of protection under Title VI;
vi. A requirements that each subrecipient develops a Title VI program or becomes part of LTMI's submittal of its Title VI program to the FTA's regional civil rights officer once every three years.

Within each of these broad categories are specific requirements for survey and other data collection, analysis, and information distribution that cover transportation programs, construction programs, transit service planning, operations, and service/fare changes.

LTMI's promotion, administration and distribution of information and funding relevant to the 5310 programs is consistent with LTMI's Title VI Policy, which is made part of this document by reference.

In order to fulfill Section 504 obligations, LTMI plans on working closely with its sub-recipients to ensure the goals of their federal 5310 grants are being met. In order to track this progress, LTMI will review each submitted invoice and ensure that all required backup material is attached and correct in order to validate funds spent, work to resolve any potential ineligibility issues with any sub-recipient, and obtain the return of any funds paid out that have been found to have been ineligible. In addition, LTMI will review all quarterly and annual reports to ensure consistency with the terms of the federal grant and the CONTRACT AGREEMENTs. Finally, LTMI will make annual site visits to each sub-recipient to ensure purchased items, services, and/or training funded by the federal grant are in full service, being maintained as per manufacturer's recommendations and are being used to meet the performance measures set in the CONTRACT AGREEMENT and in federal guidelines.

LTMI will evaluate all projects receiving grant funds for compliance with all relevant ADA laws, regulations, and policies. Moreover, LTMI will work with sub-recipients to provide technical assistance.

3.7.4 Management of 5310 Programs

The following describes the activities to be performed by LTMI to ensure federal funds are not lost (lapsed) to the region. The activities described below are part of the oversight and project management activities necessary to ensure that projects funded with 5310 funds are implemented in accordance with the FTA program guidelines and funding agreements.

- Monitor expenses and reimbursements to sub-recipients to ensure compliance with the federal grant award and the CONTRACT AGREEMENT.
- Work with LTMI's Finance Department to include project-related information in LTMI's financial system, such as project identification number, grant number, amount, and funding sources. This information is needed for accounting and monitoring project funding and expenses.
- Review sub-recipient invoices for accuracy and eligibility, ensure that the required documentation is on file and payments are made as approved.
- Compile and distribute FTA procurement guidelines to all subrecipients. Work with all grantees to analyze, evaluate and answer any particular procurement questions they may have relevant to their project(s).

- Prepare quarterly status progress reports, and financial reports and report to FTA's Transit Award Management System (TrAMS) prior to the deadlines.
- Monitor, through yearly (or more often) site visits, project implementation activities and ensure compliance with federal and contractual requirements.
- Analyze project activities and determine if any changes to the budget, scope or schedule are required. Accordingly, initiate and prepare any needed grant and CONTRACT AGREEMENT amendments prior to requesting FTA's approval to grant revisions.
- Analyze monthly or quarterly project expenses and reimbursements from the FTA and reconcile with FTA's TrAMS system for accuracy.
- Prepare and file grant budget revisions.
- Evaluate, prepare and file grant and CONTRACT AGREEMENT closeout documents.
- Work with sub-recipients to set performance measures through the life of the project to track its effectiveness and progress as described in Section 7.6 and in the CONTRACT AGREEMENT.

3.7.5 Performance Measures

Consistent with federal guidelines sub-recipients will be asked to show (as applicable) all increased activity due to the grant-funded project, such as:

- Actual or estimated annual number of rides (as measured by one-way trips) as a result of the implementation of the 5310 program.
- Annual increases or enhancements related to geographic coverage, service quality, and/or service times that impact the availability of transportation services for individuals with disabilities.

The subrecipients will also work jointly with LTMI to establish other performance indicators that are more specific to their projects to measure relevant outputs, service levels, and outcomes. Subrecipients will be required to report these performance measures on a quarterly basis and on an annual basis and as required by LTMI and the FTA.

3.7.6 Oversight Procedures

Subrecipients must comply with the LTMI's Oversight Procedures which are found in Attachment A. Subrecipients are responsible for maintaining compliance with the LTMI's oversight policies, which are revised periodically. See attachment A.

3.7.7 Program Management Plan Updates

As stated earlier, the PMP is a living document. It will be updated regularly to incorporate any expansions and enhancements of the 5310 programs, as well as any revisions to the programs' management, requirements or guidelines. It will also be updated per the request of the FTA or based on significant input submitted from subrecipients, eligible applicants and the general public. All significant changes to the PMP will require FTA approval. At minimum, the PMP will be updated every three to four years.

Attachment A: Laredo Transit Management Inc. Oversight Procedures

LAREDO TRANSIT MANAGEMENT INC. CONTRACTOR AND SUBRECIPIENT OVERSIGHT PROCEDURES	September 20, 2018

Purpose

The purpose of these Contractor and Subrecipient Oversight Procedures is to:

- Ensure that all technical specifications and contract requirements are met by contractors and sub-recipients.
- Monitor compliance with FTA requirements for FTA-funded vehicles or facilities that are maintained by subrecipients, leased to service providers, or maintained under contract by other than the Laredo Transit Management Inc. employees.
- Identify performance issues and address them in a timely manner.
- Track information regarding performance quality for the purposes of evaluating contractors for future procurements.
- Ensure that all construction(if applicable) is performed in accordance with the design intent agreed upon in the original contract or through an approved change order or modification.

These procedures explain methods of monitoring, persons responsible, frequency, and expected deliverables associated with managing performance and compliance monitoring systems for rolling stock, construction, ADA paratransit, and fixed route services. Performance and compliance monitoring for third-party contractors is distinguished from compliance monitoring of subrecipients and public entities operating federally-funded services, rolling stock, and facilities.

Scope and Applicability

The Procedure applies to monitoring performance and compliance for the following types of projects/programs:

- Rolling Stock
- Construction (if applicable)
- ADA Paratransit, and/or Elderly and Disabled Transportation Services

The frequency and type of monitoring will be based upon the following: a) size of the grant or contract, b) associated risks, c) service complexity, and d) type of grant or contract.

References to Legislative and Regulatory Documents

- FTA Circular 4220.1F, "Third Party Contracting Guidance"
- 49 CFR Part 18
- OMB Super Circular

Definitions

- Contractor Performance Monitoring: The process by which the Laredo Transit Management Inc. oversees and tracks contractor performance to ensure that the performance and quality assurance standards set forth in the contract/solicitation are met. Performance requirements are specified in solicitations such as Request for Proposals and are included in contracts. Performance measures typically relate to scheduling/timeliness, customer service, and nonconformance. Performance data is also considered in the evaluation of a particular contractor for participation in future projects.
- Contractor Compliance (if applicable) Monitoring: When federally-funded services, rolling stock, and facilities are operated by a contractor other than The Laredo Transit Management Inc., they must be subject to regular reviews by the LTMI to ensure compliance with FTA requirements.
- Subrecipient Compliance Monitoring: When federally-funded services, rolling stock, and facilities are operated by a subrecipient or public entity other than the Laredo Transit Management Inc., they must be subject to regular reviews by the Laredo Transit Management Inc. to ensure compliance with FTA requirements.

General Oversight Procedures for Services Providers

- Title VI Monitoring Procedures

  The subrecipient or third-party contractor must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program, or activity receiving Federal financial assistance. The subrecipient must ensure that Federally supported transit services and related benefits are distributed in an equitable manner. Subrecipients and third-party contractors are responsible for ensuring that they comply with Title VI requirements such as; notifying customers of their rights under Title VI; having Title VI complaint procedures; taking reasonable steps to ensure access to Limited English Proficiency (LEP) populations; and seeking out the viewpoints of minority, low-income and LEP populations when conducting public outreach and involvement activities. The Laredo Transit Management Inc. should be informed of any Title VI complaints received by its sub-recipients or third-party contractors.

  Key Requirements:

- Subrecipients and third-party contractors delivering transportation services with FTA funds must notify the LTMI's Grant Manager immediately (within 48 hours) of any complaints received.
- Revisions to Title VI Plans must be submitted for approval to the LTMI Revisions by sub- recipients will be required every three years when FTA requires the LTMI to update its Title VI program.

- Equal Employment Opportunity (EEO):

  Subrecipients and third-party contractors must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: EEOC's regulation only identifies/recognizes religion and not creed as one of the protected groups.) Subrecipients and contractors that receive capital or operating assistance in excess of $1 million or planning assistance in excess of $250,000 and employ 50 or more transit-related employees must submit to the Laredo Transit Management Inc. an EEO plan. Program updates are due every three years.

- Compliance Record-Keeping

  The Laredo Transit Management Inc. must fully document all compliance monitoring efforts conducted on subrecipients and third-party contractors. A "Compliance Monitoring File" should be created and maintained for each organization, which includes the following items:

  - Pre-award assessment checklist
  - Individual grant monitoring plan worksheet
  - Periodic reports from subrecipient or third-party contractor
  - Desk review monitoring report
  - On-site visit report
  - Telephone contact report
  - Assistance report
  - Corrective action plan
  - Annual reports checklist

- Copies of e-mail, memos, or other written correspondence, including notification informing subrecipient or third-party contractor of the results of monitoring

In addition, the Laredo Transit Management Inc. maintains evidence that vendors and contractors are being monitored to ensure they perform in accordance with the terms, conditions and specifications contained in their contracts or purchase orders. All records of inspections and approvals, deliverables provided or services performed are kept for evidence that the Laredo Transit Management Inc. is making sure vendors and contractors adhere to contract requirements. The correspondence between the City and its contractors is stored for evidence of ongoing contract administration. Once an issue is discovered, the City follows up with its contractor to ensure that corrective action is taken. Efforts, including the follow-up on findings, are documented.

- Public Comment Procedures

Public Comment management is critical to successful program implementation. The Laredo Transit Management Inc. receives daily comments and elicits public comments during each planning process. Additionally, LTMI must ensure that sub-recipients and third-party contractors are meeting the needs of the public as well. The following method will be used to track public comments;

Conduct a bi-annual review of public comment data collected by sub-recipients and third-party contractors. The Laredo Transit Management Inc. maintains a formal Procedure for Considering Public Comments; this procedure applies to sub-recipients and third-party contractors providing transit services unless the subrecipient/contractor develops a procedure specific to their operations that is approved by the Laredo Transit Management Inc..

- Final Financial and Program Reports Closeout

The final financial and program reports must be submitted within 90 days of project completion or expiration of funding. All expenditure obligations must be paid prior to filing the final reports. The closeout reports should be clearly identified as final. They must show that all activities and expenditures associated with the grant are completed and the grant is ready to close. The final program report should include a detailed description of the project with a focus on program outcomes.

The program report should include quantitative data regarding the effectiveness of the program, if applicable. The program report will detail how the program met the identified needs and the specific intentions of the grant award. If the subrecipient is unable to use all funds in a grant, Laredo Transit Management Inc. will reconcile and de-obligate the remaining funds in the grant and will return the remaining funds to the FTA or other applicable grant-making body.

The sub-recipient and contractor will be required to maintain all books, documents, payroll documentation, accounting records, and other evidence pertaining to costs incurred under a federal grant award during the period of the grant and for three years thereafter. These records must be available for inspection by any authorized representatives of the Laredo Transit Management Inc. or the Federal Government.

Rolling Stock Oversight Procedures

To monitor FTA-funded vehicles or facilities (if applicable) that are maintained under contract by other than the Laredo Transit Management Inc. employees, the City requires that contractors or sub-recipients address maintenance standards or maintenance performance indicators. Contractors and sub-recipients are required to develop their own maintenance plan and submit periodic written reports on maintenance activities. The Laredo Transit Management Inc. must also conduct reviews of maintenance records and inspections of FTA-funded vehicles and facilities.

- Buy America Pre-Award and Post-Delivery Audits

  A subrecipient or third-party contractor that purchases rolling stock for transportation of passengers in revenue service must conduct, or cause to be conducted, a pre-award audit before entering into a formal contract for the purchase of rolling stock, and certify that a post-delivery audit is complete before title to the rolling stock is transferred to the sub-recipient, or the rolling stock is put into revenue service, whichever occurs first. Pre-award and post-delivery audits verify the accuracy of the Buy America certification, purchaser's requirements certification, and certification of compliance with or inapplicability of Federal motor vehicle safety standards in 49 CFR part 571 (49 CFR part 663)

- Disadvantaged Business Enterprise (DBE) Monitoring

  Subrecipients or third-party contractors shall require that, as a condition to bid on a transit vehicle procurement in which FTA funds are involved, each transit vehicle manufacturer certifies that it has complied with the requirements of 49 CFR section 26.49. The Laredo Transit Management Inc. may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles that a manufacturer must meet (49 CFR section 26.49(d)). All sub-recipients and contractors must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid on transit vehicle procurements funded by FTA, certify that it has complied with the requirements of 49 CFR 26.49. Subrecipients and contractors are required to include a provision in its bid specifications requiring the certification from TVMs as a condition of permission to bid. DBE reports are generated every 6 months.

Construction Oversight Procedures (if applicable)

Construction oversight is designed to ensure that the project is progressing in accordance with specifications, special provisions and plans, and methods and practices specified in construction manuals.

- Contract Administration and Performance Monitoring (if Program)

The Laredo Transit Management Inc. will implement the following Quality Assurance controls in the contract administration and monitoring of construction contractors:

- Labor Compliance: Spot-checked construction logs/diaries against certified payrolls for Davis-Bacon compliance. (Check 3 months after the start of construction and quarterly for QA.)
- Measurement and Payment: Monitor that source documents supporting progress payments made to the contractor are available. (Spot-check after second progress payment to the contractor.)
- EEO/Wage Rate Posters – Observe the construction site, the contractor's office at the contractor office, or another central gathering point to verify that posters are visible for every worker to see. (Check one month after the start of construction.)
- Buy America - Review the construction area and the contractor's on-site yard, quarterly, and check to make sure foreign iron and steel products are not being incorporated into the project without the resident engineer's approval or an FTA waiver.

Disadvantaged Business Enterprise (DBE) Monitoring

Third-party contractors must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Written DBE programs are required of FTA subrecipients of planning, capital, and/or operating assistance that will have contracting opportunities (excluding transit vehicle purchases) exceeding $250,000 with those funds in a Federal fiscal year.

The Laredo Transit Management Inc. and its sub-recipients are required to follow the Laredo Transit Management Inc. approved DBE program. The program will be updated by Laredo Transit Management Inc. every three years or when significant changes occur.

Subrecipients and prime contractors must follow all aspects of the Laredo Transit Management Inc. DBE Program:

1. A contract clause ensuring non-discrimination,
2. A contract clause requiring prompt payment and retainage,
3. Provision for DBE subcontractor termination and
4. Project invoicing must explicitly show progress on DBE goals.

DBE liaison must be invited to all project meetings to make sure DBE requirements and goals are met. Project updates must include an update on payments to DBE's and the overall DBE goal. DBE reports are generated every 6 months by the DBELO.

ADA Paratransit, Elderly and Disabled Transportation Services Oversight Procedures

In prohibiting discrimination in the provision of transportation services against persons with disabilities, the Americans with Disabilities Act of 1990 requires that vehicles purchased or leased after August 25, 1990, and new and altered facilities designed and constructed (as marked by the notice to proceed) after January 25, 1992, must comply with the applicable standards of accessibility in 49 CFR parts 37 and 38 (42 USC 12101-12213). The Laredo Transit Management Inc. must ensure that sub-recipients and third-party contractors comply with these standards of accessibility, including the provision of equivalent services.

- ADA Compliance Monitoring Procedures

  Subrecipients and third-party contractors are required to follow titles II and III of the Americans with Disabilities Act (ADA) of 1990. ADA provides that no organization shall discriminate against an individual with a disability in connection with the provision of transportation services. The law sets forth specific requirements for a sub-recipient's vehicle and facility accessibility and the provision of service, including complementary paratransit service.

  The Laredo Transit Management Inc. utilizes the following monitoring methods to ensure that third-party contractors or sub-recipients operating ADA Paratransit services are in compliance:

  1. Review the third-party contractor or subrecipient's ADA-related policies and monitor compliance with the policies. Review ADA complaints and the process & procedures for addressing Americans With Disabilities Act complaints.

  2. Inform subrecipients and third-party contractors of the ADA requirements via training. This training is required to ensure that personnel operates vehicles and equipment safely, assist passengers properly, and treat persons with disabilities who use the service in a respectful and courteous way, with appropriate attention to the differences among persons with disabilities. All contracts for the operation of ADA Paratransit service must include mandatory driver training requirements. Training provisions must include requirements regarding curriculum, length of the training period, resources, and assurances. Contracts must call for initial driver training and annual refresher training. Training programs must also include passenger assistance techniques and disability sensitivity modules.

  3. Employ surveys, checklists, and interview forms, as well as follow-up correspondence to effectively document compliance. All documentation reflecting monitoring results is maintained as evidence of oversight.

  4. Maintain a record-keeping system for monitoring on-time performance and tracking these indicators of capacity constraints. At any given time, the Laredo Transit Management Inc. should be able to demonstrate that the denials it does have, as well as the missed trips, late pickups, etc., are not an operational pattern or practice that significantly limits the availability of ADA paratransit service.

  5. Track ADA-eligible trips separately from non-eligible trips. Periodic reservation line calls must be conducted at various times of the day to determine if a caller can

reach a reservation agent. If third-party contractors or subrecipients have communication systems that provide data on average call wait time, number of missed calls, call abandonment rates, and other indicators of performance, such data must be collected and reviewed to determine compliance.

6. Monitor service capacity constraints and review no-show policies.

7. Ensure that all subrecipient and third-party contractor vehicle accessibility features, such as wheelchair lifts, ramps, securement devices, signs, and communication equipment for persons with disabilities, be maintained and operational.

- Subrecipient Maintenance Monitoring

Subrecipients must keep Federally-funded equipment and facilities in good operating order and maintain ADA accessibility features.

- Subrecipients are required to have a current written maintenance program for FTA-funded rolling stock that documents the maintenance plan. The subrecipient must follow its maintenance program for facilities and equipment.
- The sub-recipient's FTA-funded vehicles and facilities must be maintained regardless of who operates and maintains them. Third-party contractors and lessees "stand in the shoes" of the sub-recipient and the Laredo Transit Management Inc. as far as FTA maintenance requirements are concerned.
- If the subrecipient or contractor has equipment under warranty, FTA requires that the subrecipient or contractor have a system for identifying warranty claims, recording claims, and enforcing claims with the manufacturers.

- Frequency of Performance Reviews and Oversight

- At a minimum, formal performance reviews should be completed quarterly, with documented corrective actions, for larger and more complex projects.
- For contractors with multi-year contracts (if applicable), a formal review every 12 months is necessary to assist in determining whether the contract should be extended.

LAREDO TRANSIT MANAGEMENT INC.

Subrecipient / Service Provider Compliance Monitoring Checklist

Evaluation Area	Q1	Q2	Q3	Annual Onsite
Vehicle Maintenance Reviews (including wheelchair lifts and other accessibility features)				
Warranty Recovery Program				
Physical Inventory of FTA Property				
Vehicle Control System (including verification of intended use)				
Safety Policy Changes (Training)				
Driver Training				
Security & Emergency Mgmt Policy Changes (Training)				
Farebox Cash Counting Policy				
ADA Compliance				
Title VI Compliance				
DBE Goal Attainment				
Drug and Alcohol Contractor Monitoring				
Annual MIS Reports for D&A				

Additional Information:

Signatures:

_____

Laredo Transit Management Inc. Representative/Date

_____

Agency/ Agency Representative/Date

OVERSIGHT INSPECTION OF MAINTENANCE PERFORMANCE

Date: _____ **Unit No:** _____ **Location Name:** _____

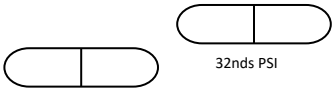
Current Mileage: _____ **Miles Last P.M.:** _____

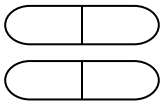
Inspection Code: ✔ **OK** **0** **Follow-Up Needed** **X** Adjusted/Serviced/Repaired

ITEM CONDITION	CODE	INIT
IN VAN INSPECTION		
Check floor covering, seats, handrails, stairwells & wheel wells for cleanliness.		
Are state inspections current?		
Check operation of all lights.		
Check fast idle. (If equipped.)		
Check for ease of starting.		
Check windshield wipers and washers.		
Check windows & emergency exits.		
Check operation of horn.		
Check steering for excessive play.		
Check interlock system.		
Check emergency hatches.		
Check farebox operation. (If equipped.)		
Check wheelchair lift for operation.		
Check wheelchair lift safety devices.		
Verify that the wheelchair lift hold downs are operable for securement.		
Check that the drivers and passengers seats & belts are clean, intact & operable.		
Check fire extinguisher, first aid kit, and safety flares.		
CIRCLE INSPECTION		
Check outside of vehicle for cleanliness		
Verify that all wheels are clean.		
Check for physical damage.		
Check paint, decals, and general appearances.		
Check tire pressure and tread depth.		

ITEM CONDITION	CODE	INIT
ENGINE COMPARTMENT		
Verify that the engine, battery, etc. are clean.		
Check battery for corrosion, connections, & state of charge.		
Check oil level.		
Check belt condition.		
Check condition of hoses.		
Check coolant level.		
Check power steering fluid.		
Check for fluid leaks.		
UNDER VAN INSPECTION		
Check brake linings.		
Check engine transmission for leaks.		
Check steering for looseness.		
COMMENTS		

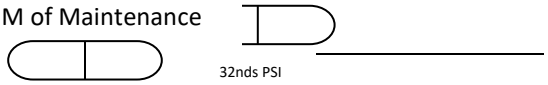
Check for proper tire matching.		
Check wiper blades and arms.		
Check mirror condition and mounting.		
Check for leaks at wheel seals and axle flanges.		





The above tire prints are to be used to record existing tread depths and air pressure.

A.G.M of Maintenance



EL METRO OVERSIGHT ON SUBRECIPIENTS

Philosophy and Purpose

El Metro will assist the sub-recipient in providing the highest quality of service in keeping vehicles in safe, reliable, and operational condition.

The purpose is to provide oversight to sub-recipients by developing and implementing consistent maintenance procedures critical to maximizing efficiency while maintaining its assets to the State of Good Repair (SGR).

Goals & Objectives

The goal is to provide oversight procedures to ensure the sub-recipient is in compliance with federal requirements and performance goals. LTMI will assist sub-recipients with checklists/monitoring materials, and training materials.

Objective #1 - To ensure the sub-recipient is performing on-time Preventive Maintenance Inspections (PMI's).

Objective #2 - To ensure that vans are properly maintained and meet the • Original Equipment Manufacturer (OEM) required maintenance schedule.

Objective #3 - To ensure sub-recipients are tracking warranty and recovering warranty claims.

Scope of Work

El Metro's Assistant General Manager of Maintenance will review maintenance records on sub-recipients.

Preventive Maintenance records will be reviewed quarterly and logged on the *"Preventive Maintenance Inspection (PM/) Audit Report".* (Exhibit 5)

AGM will verify that PMI's are performed at 3,000 Intervals

(500+/- miles). AGM will review sub-recipients Maintenance

Plan on an annual basis.

AGM will perform an *" Oversight Inspection on Subrecipient- Maintenance Performance Report'* report on each van quarterly. Thirty-eight (38) items are inspected including In-Van Inspection, Circle Inspection, Engine Compartment, and Under-Van Inspection. (See Exhibit 6)

After inspections are completed and documented these reports will be submitted to FTA.

3.8 Title VI Equity Analysis

There has been no construction of any new facilities including a vehicle storage facility, maintenance facility, operation center, etc.

Attachment B: Title VI copy of Resolution showing Mass Transit Board Approval

The Laredo City Council/Mass Transit Board meeting was held on June 16, 2025 to approve the LTMI Title VI program. Attached is Resolution No. 2025-RT-29 approving the Title VI Program.

Add the resolution once it's signed.

Requirements of Transit Providers (Chapter IV)
Service Standards and Service Policies

Vehicle Load Standards

Vehicle Type	Average Passenger Capacities			Maximum
	Seated	Standing	Total	Load Factor
30’ Standard Champion	32	12	44	1.4
35’ Low Floor Gillig	32	15	47	1.5
40’ Low Floor Gillig	38	15	53	1.4
35’ Standard Blue Bird	32	15	47	1.5
30’ Low Floor Gillig	28	12	40	1.4

Vehicle Headway Standards

Urban radial routes are defined as those with headways operating at least every 30 minutes Monday through Saturday from 6:00 a.m. through 6:00 p.m. these routes carry the highest ridership. Secondary radials are defined as those with headways of 60 minutes or more Monday through Saturday from 6:00 a.m. through 6:00 p.m. serving areas with lower ridership and demand.

Sunday service is provided on urban radials at no more than 45 minute headways and on secondary radials at no more than 90 minute headways.

On-Time Performance Standards

Ninety (90) percent of El Metro’s scheduled services will complete their scheduled runs no more than 5 minutes late in comparison to the established public timetables.

Service Availability Standards

Local bus stops will be not more than 3 city blocks apart. The exception to this is any El Metro service that operates on Interstate 35 as part of the regular route where it is not possible or safe to stop.

Vehicle Assignment Policy

Vehicle assignments take into consideration the ridership on the route and other operating characteristics including turning radius, passengers with disabilities and the availability of voice annunciation automated stop announcement systems.

Transit Amenities Policies

Installation of transit amenities including benches and shelters are based on the number of customer boarding's at stops along the routes. This policy is a guide to the placement of transit amenities. Other factors including need for additional ADA accessibility and retail facilities are also considered in the placement of transit amenities.

El Metro currently operates 35 Peak Hour vehicles serving the Laredo, TX UZA and is exempt from the other submittals at this time.

U. S. Census Bureau American Fact Finder
Laredo, Texas
Languages Spoken at Home

Table Notes

LANGUAGE SPOKEN AT HOME

Survey/Program: American Community Survey
Year: 2020
Estimates: 5-Year
Table ID: S1601

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2020, the 2020 Census provides the official counts of the population and housing units for the nation, states, counties, cities, and towns. For 2016 to 2019, the Population Estimates Program provides estimates of the population for the nation, states, counties, cities, and towns and intercensal housing unit estimates for the nation, states, and counties.

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 2016-2020 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:
-
The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution.
N
The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.
(X)
The estimate or margin of error is not applicable or not available.
median-
The median falls in the lowest interval of an open-ended distribution (for example "2,500-")
median+
The median falls in the highest interval of an open-ended distribution (for example "250,000+").
**
The margin of error could not be computed because there were an insufficient number of sample observations.
***
The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.
*****

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

An official website of the United States government Here's how you know

LANGUAGE SPOKEN AT HOME

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau.
This download or printed version may have missing information from the original table.

	Laredo city, Texas	
	Total	
Label	**Estimate**	**Margin of Error**
⌄ Population 5 years and over	236,347	±256
Speak only English	22,741	±1,575
Speak a language other than English	213,606	±1,550
⌄ SPEAK A LANGUAGE OTHER THAN ENGLISH		
⌄ Spanish	211,986	±1,482
5 to 17 years old	51,791	±900
18 to 64 years old	138,176	±1,018
65 years old and over	22,019	±364
⌄ Other Indo-European languages	407	±240
5 to 17 years old	29	±47
18 to 64 years old	248	±143
65 years old and over	130	±101
⌄ Asian and Pacific Island languages	1,078	±195
5 to 17 years old	202	±96
18 to 64 years old	871	±157
65 years old and over	5	±7
⌄ Other languages	135	±117
5 to 17 years old	0	±33
18 to 64 years old	134	±117
65 years old and over	1	±2
⌄ CITIZENS 18 YEARS AND OVER		
⌄ All citizens 18 years old and over	131,557	±1,798
Speak only English	12,246	±955
⌄ Speak a language other than English	119,311	±1,840

City of Laredo

City Council

Meeting Date: 6/16/2025 **Laredo Mass Transit Board 34.**

SUBJECT
Authorizing the City Manager to submit a grant application in the amount of $1,153,412.00 to the Federal Transit Administration (FTA) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. This grant application will combine three (3) years of apportionment funding. Funding will be used for replacement of paratransit vans, purchase software, purchase equipment, and provide operating assistance. All of the projects will benefit El Lift Program, which provides services to the senior citizens and people with disabilities in our community. FTA share is $779,264.00 and the Local Match is $374,148.00. Funding is available in the Capital Grants Fund. No financial impact at this moment.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The FTA Section 5310 program, also known as the Enhanced Mobility of Seniors and Individuals with Disabilities Program, provides federal grants to states and local governments to improve mobility for seniors and individuals with disabilities by expanding transportation options and removing barriers. This program focuses on addressing the transportation needs of these groups when public transportation is unavailable, insufficient or inappropriate.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Transit System - Capital Grants
Account #:	518-5180-584-9900
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Transit System - Capital Grant account, but no financial impact at the moment.

RESOLUTION 2025-RT-30

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $1,153,412.00 TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES. THIS GRANT APPLICATION WILL COMBINE THREE (3) YEARS OF APPORTIONMENT FUNDING. FUNDING WILL BE USED FOR THE REPLACEMENT OF PARATRANSIT VANS, PURCHASE OF SOFTWARE, PURCHASE OF EQUIPMENT, AND PROVIDE OPERATING ASSISTANCE FUNDS. ALL OF THE PROJECTS WILL BENEFIT EL LIFT PROGRAM, WHICH PROVIDES TRANSPORTATION SERVICES TO THE SENIOR CITIZENS AND PEOPLE WITH DISABILITIES IN OUR COMMUNITY. FTA SHARE IS $779,264.00 AND LOCAL MATCH IS $374,148.00. FUNDING IS AVAILABLE IN THE TRANSIT SYSTEM CAPITAL GRANTS. NO FINANCIAL IMPACT AT THIS MOMENT.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to submit a grant application to the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities; and

WHEREAS, the Federal Transit Administration, is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, in the amount of $1,153,412.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager to submit all the necessary paperwork to obtain Section 5310 funding in the amount of $1,153,412.00 from the Federal Transit Administration (FTA) Program; and

Section 2. Authorizing the City Managers to submit the Capital funds awarded from the grant application for Enhanced Mobility of Seniors and Individuals with Disabilities Program under Section 5310 funds.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Laredo Mass Transit Board 35.**

SUBJECT
Authorizing the City Manager to submit a grant application in the amount of $8,675,521.00 to the Federal Transit Administration (FTA) for Fiscal Year 2025 Section 5307 Urbanized Area Formula authorized under the Bipartisan Infrastructure Law. The FTA grant share is $4,786,494.00 with a total local match of $3,889,027.00, broken down as follows: $3,589,871.00 for operating expense (50/50) and $299,156.00 for capital preventative maintenance (80/20). The grant funding will be used for El Metro's operating and capital preventative maintenance assistance. Funding is available in El Metro Operations Fund. No financial impact at the moment.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
On May 5, 2025, FTA announced the availability of $20.5 billion for Fiscal Year (FY) 2025 full-year funding detailed in apportionment tables that specify funding to states, urbanized areas, and Tribal governments based on statutory formulas. These funding provides support for transit throughout the United States.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations Fund
Account #:	558
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

The amount apportioned in this notice includes funding enacted in the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and is based on funding made available under the Full-Year Continuing Appropriations and Extensions Act, 2025 (H.R. 1968 / Public Law 119-4, March 15, 2025), which provides full-year spending authority through September 30, 2025.

Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for illustrative purposes only. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2020 Census.

URBANIZED AREA/STATE	APPORTIONMENT
1,000,000 or more in Population (Large)	**$5,091,641,671**
200,000 - 999,999 in Population (Medium)	**$1,385,195,630**
50,000 - 199,999 in Population (Small)	**$917,878,745**
TOTAL	**$7,394,716,046**

Amounts Apportioned to Urbanized Areas 1,000,000 or more in Population

Atlanta, GA	Georgia	**$100,095,782**
Austin, TX	Texas	**$49,845,280**
Baltimore, MD	Maryland	**$96,010,081**
Boston, MA-NH	Massachusetts	$201,145,586
Boston, MA-NH	New Hampshire	$2,774,294
Boston, MA-NH Total		**$203,919,880**
Charlotte, NC-SC	North Carolina	$26,666,399
Charlotte, NC-SC	South Carolina	$401,918
Charlotte, NC-SC Total		**$27,068,317**
Chicago, IL-IN	Illinois	$316,600,548
Chicago, IL-IN	Indiana	$20,741,858
Chicago, IL-IN Total		**$337,342,406**
Cincinnati, OH-KY	Kentucky	$6,072,159
Cincinnati, OH-KY	Ohio	$22,695,565
Cincinnati, OH-KY Total		**$28,767,724**
Cleveland, OH	Ohio	**$38,623,537**
Columbus, OH	Ohio	**$25,653,464**
Dallas-Fort Worth-Arlington, TX	Texas	**$126,668,553**
Denver-Aurora, CO	Colorado	**$79,338,286**
Detroit, MI	Michigan	**$56,765,963**
Houston, TX	Texas	**$119,436,973**
Indianapolis, IN	Indiana	**$24,503,348**
Jacksonville, FL	Florida	**$22,866,297**
Kansas City, MO-KS	Kansas	$11,802,971
Kansas City, MO-KS	Missouri	$14,818,309
Kansas City, MO-KS Total		**$26,621,280**
Las Vegas-Henderson-Paradise, NV	Nevada	**$56,673,367**
Los Angeles-Long Beach-Anaheim, CA	California	**$397,268,898**
Memphis, TN-MS-AR	Arkansas	$514,637
Memphis, TN-MS-AR	Mississippi	$1,874,726
Memphis, TN-MS-AR	Tennessee	$11,494,027
Memphis, TN-MS-AR Total		**$13,883,390**
Miami-Fort Lauderdale, FL	Florida	**$185,111,108**
Milwaukee, WI	Wisconsin	**$28,805,690**
Minneapolis-St. Paul, MN	Minnesota	**$80,141,870**
Nashville-Davidson, TN	Tennessee	**$32,426,688**
New York-Jersey City-Newark, NY-NJ	New Jersey	$464,297,162
New York-Jersey City-Newark, NY-NJ	New York	$837,041,912
New York-Jersey City-Newark, NY-NJ Total		**$1,301,339,074**
Orlando, FL	Florida	**$53,872,987**
Philadelphia, PA-NJ-DE-MD	Delaware	$22,699,167

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

The amount apportioned in this notice includes funding enacted in the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and is based on funding made available under the Full-Year Continuing Appropriations and Extensions Act, 2025 (H.R. 1968 / Public Law 119-4, March 15, 2025), which provides full-year spending authority through September 30, 2025.

Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for illustrative purposes only. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2020 Census.

URBANIZED AREA/STATE		APPORTIONMENT
Philadelphia, PA-NJ-DE-MD	Maryland	$1,751,959
Philadelphia, PA-NJ-DE-MD	New Jersey	$52,280,234
Philadelphia, PA-NJ-DE-MD	Pennsylvania	$135,812,635
Philadelphia, PA-NJ-DE-MD Total		**$212,543,995**
Phoenix-Mesa-Scottsdale, AZ	Arizona	**$77,263,069**
Pittsburgh, PA	Pennsylvania	**$43,596,515**
Portland, OR-WA	Oregon	$50,345,512
Portland, OR-WA	Washington	$12,773,531
Portland, OR-WA Total		**$63,119,043**
Providence, RI-MA	Massachusetts	$11,910,839
Providence, RI-MA	Rhode Island	$37,726,080
Providence, RI-MA Total		**$49,636,919**
Raleigh, NC	North Carolina	**$19,007,286**
Richmond, VA	Virginia	**$16,230,944**
Riverside-San Bernardino, CA	California	**$49,191,913**
Sacramento, CA	California	**$37,628,425**
Salt Lake City, UT	Utah	**$39,341,662**
San Antonio, TX	Texas	**$45,666,610**
San Diego, CA	California	**$98,949,057**
San Francisco-Oakland, CA	California	**$205,887,489**
San Jose, CA	California	**$62,040,833**
San Juan, PR	Puerto Rico	**$26,912,037**
Seattle-Tacoma, WA	Washington	**$143,693,198**
St. Louis, MO-IL	Illinois	$7,156,537
St. Louis, MO-IL	Missouri	$36,408,435
St. Louis, MO-IL Total		**$43,564,972**
Tampa-St. Petersburg, FL	Florida	**$56,101,345**
Virginia Beach-Norfolk, VA	Virginia	**$25,045,763**
Washington-Arlington, DC-VA-MD	District of Columbia	$32,000,215
Washington-Arlington, DC-VA-MD	Maryland	$110,754,852
Washington-Arlington, DC-VA-MD	Virginia	$120,415,286
Washington-Arlington, DC-VA-MD Total		**$263,170,353**
Total		**$5,091,641,671**

Amounts Apportioned to Urbanized Areas 200,000 to 1 million in Population

Aguadilla-Isabela-San Sebastián, PR	Puerto Rico	**$2,307,601**
Akron, OH	Ohio	**$10,316,249**
Albany-Schenectady, NY	New York	**$19,697,683**
Albuquerque, NM	New Mexico	**$27,055,045**
Allentown-Bethlehem, PA-NJ	New Jersey	$880,268
Allentown-Bethlehem, PA-NJ	Pennsylvania	$10,256,244
Allentown-Bethlehem, PA-NJ Total		**$11,136,512**
Amarillo, TX	Texas	**$2,744,567**
Anchorage, AK	Alaska	**$22,520,361**
Ann Arbor, MI	Michigan	**$10,229,776**
Antioch, CA	California	**$11,887,022**
Appleton, WI	Wisconsin	**$3,450,819**
Asheville, NC	North Carolina	**$4,207,315**
Atlantic City-Ocean City-Villas, NJ	New Jersey	**$19,734,595**
Augusta-Richmond County, GA-SC	Georgia	$3,253,120
Augusta-Richmond County, GA-SC	South Carolina	$1,117,597

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

The amount apportioned in this notice includes funding enacted in the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and is based on funding made available under the Full-Year Continuing Appropriations and Extensions Act, 2025 (H.R. 1968 / Public Law 119-4, March 15, 2025), which provides full-year spending authority through September 30, 2025.

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URBANIZED AREA/STATE		APPORTIONMENT
Augusta-Richmond County, GA-SC Total		**$4,370,717**
Bakersfield, CA	California	**$11,055,744**
Barnstable Town, MA	Massachusetts	**$14,416,411**
Baton Rouge, LA	Louisiana	**$8,196,186**
Bel Air-Aberdeen, MD	Maryland	**$4,540,404**
Birmingham, AL	Alabama	**$10,444,760**
Boise City, ID	Idaho	**$6,581,280**
Bonita Springs-Estero, FL	Florida	**$7,119,688**
Bradenton-Sarasota-Venice, FL	Florida	**$14,353,236**
Bremerton, WA	Washington	**$5,733,729**
Bridgeport-Stamford, CT-NY	Connecticut	$35,683,248
Bridgeport-Stamford, CT-NY	New York	$1,996,919
Bridgeport-Stamford, CT-NY Total		**$37,680,167**
Brownsville, TX	Texas	**$3,666,887**
Buffalo, NY	New York	**$22,962,075**
Canton, OH	Ohio	**$5,647,759**
Cape Coral, FL	Florida	**$10,925,793**
Charleston, SC	South Carolina	**$9,308,697**
Chattanooga, TN-GA	Georgia	$1,040,386
Chattanooga, TN-GA	Tennessee	$4,267,846
Chattanooga, TN-GA Total		**$5,308,232**
Clarksville, TN-KY	Kentucky	$286,985
Clarksville, TN-KY	Tennessee	$2,632,277
Clarksville, TN-KY Total		**$2,919,262**
College Station-Bryan, TX	Texas	**$2,910,688**
Colorado Springs, CO	Colorado	**$10,754,584**
Columbia, SC	South Carolina	**$8,311,199**
Columbus, GA-AL	Alabama	$820,298
Columbus, GA-AL	Georgia	$2,696,849
Columbus, GA-AL Total		**$3,517,147**
Concord, NC	North Carolina	**$3,380,711**
Concord-Walnut Creek, CA	California	**$21,408,638**
Corpus Christi, TX	Texas	**$8,190,373**
Davenport, IA-IL	Illinois	$3,014,890
Davenport, IA-IL	Iowa	$3,430,657
Davenport, IA-IL Total		**$6,445,547**
Dayton, OH	Ohio	**$20,200,910**
Daytona Beach-Palm Coast-Port Orange, FL	Florida	**$8,393,391**
Deltona, FL	Florida	**$3,683,802**
Denton-Lewisville, TX	Texas	**$11,712,278**
Des Moines, IA	Iowa	**$9,228,187**
Durham, NC	North Carolina	**$10,103,223**
El Paso, TX-NM	New Mexico	$775,363
El Paso, TX-NM	Texas	$20,943,176
El Paso, TX-NM Total		**$21,718,539**
Eugene, OR	Oregon	**$9,521,004**
Evansville, IN	Indiana	**$2,873,560**
Fargo, ND-MN	Minnesota	$843,569
Fargo, ND-MN	North Dakota	$2,924,597
Fargo, ND-MN Total		**$3,768,166**
Fayetteville, NC	North Carolina	**$5,126,604**
Fayetteville-Springdale-Rogers, AR-MO	Arkansas	$4,313,107

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

The amount apportioned in this notice includes funding enacted in the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and is based on funding made available under the Full-Year Continuing Appropriations and Extensions Act, 2025 (H.R. 1968 / Public Law 119-4, March 15, 2025), which provides full-year spending authority through September 30, 2025.

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URBANIZED AREA/STATE		APPORTIONMENT
Fayetteville-Springdale-Rogers, AR-MO	Missouri	$287
Fayetteville-Springdale-Rogers, AR-MO Total		**$4,313,394**
Flint, MI	Michigan	**$10,484,506**
Fort Collins, CO	Colorado	**$5,591,663**
Fort Wayne, IN	Indiana	**$4,599,923**
Fresno, CA	California	**$14,887,025**
Gainesville, FL	Florida	**$6,266,033**
Grand Rapids, MI	Michigan	**$13,074,495**
Green Bay, WI	Wisconsin	**$3,062,091**
Greensboro, NC	North Carolina	**$7,179,209**
Greenville, SC	South Carolina	**$3,985,159**
Gulfport-Biloxi, MS	Mississippi	**$3,602,667**
Harrisburg, PA	Pennsylvania	**$9,200,917**
Hartford, CT	Connecticut	**$34,758,149**
Hickory, NC	North Carolina	**$2,199,485**
Honolulu, HI	Hawaii	**$39,162,824**
Huntington, WV-KY-OH	Kentucky	$888,046
Huntington, WV-KY-OH	Ohio	$515,503
Huntington, WV-KY-OH	West Virginia	$1,813,263
Huntington, WV-KY-OH Total		**$3,216,812**
Huntsville, AL	Alabama	**$3,867,672**
Indio-Palm Desert-Palm Springs, CA	California	**$6,881,493**
Jackson, MS	Mississippi	**$3,669,601**
Kalamazoo, MI	Michigan	**$3,973,608**
Kennewick-Richland-Pasco, WA	Washington	**$9,808,701**
Killeen, TX	Texas	**$3,059,395**
Kissimmee-St. Cloud, FL	Florida	**$8,930,878**
Knoxville, TN	Tennessee	**$8,906,179**
Lafayette, LA	Louisiana	**$3,077,256**
Lake Tahoe Region, CA-NV	California	$2,660,714
Lake Tahoe Region, CA-NV	Nevada	$1,208,280
Lake Tahoe Region, CA-NV Total		**$3,868,994**
Lakeland, FL	Florida	**$4,234,916**
Lancaster-Manheim, PA	Pennsylvania	**$11,908,021**
Lansing, MI	Michigan	**$8,482,378**
Laredo, TX	Texas	**$4,786,494**
Lexington-Fayette, KY	Kentucky	**$6,706,760**
Lincoln, NE	Nebraska	**$5,133,886**
Little Rock, AR	Arkansas	**$7,357,789**
Livermore-Pleasanton-Dublin, CA	California	**$8,569,745**
Louisville/Jefferson County, KY-IN	Indiana	$2,691,951
Louisville/Jefferson County, KY-IN	Kentucky	$15,818,689
Louisville/Jefferson County, KY-IN Total		**$18,510,640**
Lubbock, TX	Texas	**$4,789,428**
Madison, WI	Wisconsin	**$10,804,562**
McAllen, TX	Texas	**$11,824,204**
McKinney-Frisco, TX	Texas	**$6,085,807**
Mission Viejo-Lake Forest-Laguna Niguel, CA	California	**$13,671,932**
Mobile, AL	Alabama	**$4,104,631**
Modesto, CA	California	**$8,462,630**
Montgomery, AL	Alabama	**$3,490,778**
Myrtle Beach-North Myrtle Beach, SC-NC	North Carolina	$278,378

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

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URBANIZED AREA/STATE		APPORTIONMENT
Myrtle Beach-North Myrtle Beach, SC-NC	South Carolina	$3,263,724
Myrtle Beach-North Myrtle Beach, SC-NC Total		**$3,542,102**
Nashua, NH-MA	Massachusetts	$8,125
Nashua, NH-MA	New Hampshire	$2,315,799
Nashua, NH-MA Total		**$2,323,924**
Navarre-Miramar Beach-Destin, FL	Florida	**$3,183,393**
New Haven, CT	Connecticut	**$31,030,081**
New Orleans, LA	Louisiana	**$22,066,276**
Ogden-Layton, UT	Utah	**$18,905,477**
Oklahoma City, OK	Oklahoma	**$13,986,787**
Olympia-Lacey, WA	Washington	**$6,240,719**
Omaha, NE-IA	Iowa	$1,067,664
Omaha, NE-IA	Nebraska	$11,736,155
Omaha, NE-IA Total		**$12,803,819**
Oxnard-San Buenaventura (Ventura), CA	California	**$12,619,363**
Palm Bay-Melbourne, FL	Florida	**$8,849,499**
Palmdale-Lancaster, CA	California	**$13,482,950**
Pensacola, FL-AL	Alabama	$152,954
Pensacola, FL-AL	Florida	$6,040,015
Pensacola, FL-AL Total		**$6,192,969**
Peoria, IL	Illinois	**$4,780,399**
Phoenix West-Goodyear-Avondale, AZ	Arizona	**$7,074,562**
Port St. Lucie, FL	Florida	**$7,038,238**
Portland, ME	Maine	**$15,118,792**
Poughkeepsie-Newburgh, NY	New York	**$18,514,353**
Provo-Orem, UT	Utah	**$14,483,381**
Reading, PA	Pennsylvania	**$5,170,610**
Reno, NV-CA	California	$1,196
Reno, NV-CA	Nevada	$13,454,535
Reno, NV-CA Total		**$13,455,731**
Roanoke, VA	Virginia	**$3,544,609**
Rochester, NY	New York	**$16,196,997**
Rock Hill, SC	South Carolina	**$2,152,906**
Rockford, IL	Illinois	**$4,307,998**
Round Lake Beach-McHenry-Grayslake, IL-WI	Illinois	$6,606,888
Round Lake Beach-McHenry-Grayslake, IL-WI	Wisconsin	$356,758
Round Lake Beach-McHenry-Grayslake, IL-WI		**$6,963,646**
Salem, OR	Oregon	**$6,186,563**
Santa Barbara, CA	California	**$6,202,238**
Santa Clarita, CA	California	**$7,635,310**
Santa Rosa, CA	California	**$9,482,203**
Savannah, GA	Georgia	**$4,588,980**
Scranton, PA	Pennsylvania	**$6,678,729**
Shreveport, LA	Louisiana	**$6,222,151**
South Bend, IN-MI	Indiana	$5,229,483
South Bend, IN-MI	Michigan	$599,328
South Bend, IN-MI Total		**$5,828,811**
Spokane, WA	Washington	**$13,098,668**
Springfield, MA-CT	Connecticut	$27,484
Springfield, MA-CT	Massachusetts	$12,738,234
Springfield, MA-CT Total		**$12,765,718**
Springfield, MO	Missouri	**$3,872,717**

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

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URBANIZED AREA/STATE		APPORTIONMENT
Stockton, CA	California	**$16,727,387**
Syracuse, NY	New York	**$9,315,055**
Tallahassee, FL	Florida	**$5,338,644**
Temecula-Murrieta-Menifee, CA	California	**$7,224,137**
The Woodlands-Conroe, TX	Texas	**$5,295,913**
Thousand Oaks, CA	California	**$3,606,990**
Toledo, OH-MI	Michigan	$466,248
Toledo, OH-MI	Ohio	$7,722,547
Toledo, OH-MI Total		**$8,188,795**
Trenton, NJ	New Jersey	**$21,007,902**
Tucson, AZ	Arizona	**$21,530,511**
Tulsa, OK	Oklahoma	**$10,062,796**
Victorville-Hesperia-Apple Valley, CA	California	**$11,970,182**
Wichita, KS	Kansas	**$6,832,654**
Wilmington, NC	North Carolina	**$3,478,295**
Winston-Salem, NC	North Carolina	**$6,947,089**
Winter Haven, FL	Florida	**$4,039,085**
Worcester, MA-CT	Connecticut	$40,323
Worcester, MA-CT	Massachusetts	$15,317,980
Worcester, MA-CT Total		**$15,358,303**
York, PA	Pennsylvania	**$4,968,638**
Youngstown, OH	Ohio	**$4,391,732**
Total		**$1,385,195,630**

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population

Consistent with prior years, urbanized area apportionments for Section 5307 and Section 5340 are combined to show a single amount for each State or Territory. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, and Growing States and High Density States formula funds, as appropriate.

Anniston-Oxford, AL	Alabama	$1,346,684
Auburn, AL	Alabama	$2,052,803
Decatur, AL	Alabama	$1,136,632
Dothan, AL	Alabama	$1,358,756
Fairhope-Daphne, AL	Alabama	$1,333,176
Florence, AL	Alabama	$1,512,695
Gadsden, AL	Alabama	$1,003,669
Tuscaloosa, AL	Alabama	$3,242,597
Alabama		**$12,987,012**
Fairbanks, AK	Alaska	$2,163,014
Wasilla-Knik-Fairview-North Lakes, AK	Alaska	$1,887,454
Alaska		**$4,050,468**
Bullhead City, AZ-NV	Arizona	$1,075,352
Casa Grande, AZ	Arizona	$1,193,473
Flagstaff, AZ	Arizona	$4,533,843
Lake Havasu City, AZ	Arizona	$1,184,240
Maricopa, AZ	Arizona	$1,809,301
Prescott-Prescott Valley, AZ	Arizona	$1,921,153
Sierra Vista, AZ	Arizona	$2,155,673
Yuma, AZ-CA	Arizona	$5,288,464
Arizona		**$19,161,499**
Conway, AR	Arkansas	$1,452,637

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

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URBANIZED AREA/STATE		APPORTIONMENT
Fort Smith, AR-OK	Arkansas	$2,531,688
Hot Springs, AR	Arkansas	$1,081,952
Jonesboro, AR	Arkansas	$1,489,359
Texarkana, TX-AR	Arkansas	$465,853
Arkansas		**$7,021,489**
Arroyo Grande-Grover Beach-Pismo Beach, CA	California	$3,318,154
Camarillo, CA	California	$2,017,295
Chico, CA	California	$3,544,132
Davis, CA	California	$6,221,359
El Centro, CA	California	$5,303,837
El Paso de Robles (Paso Robles)-Atascadero, CA	California	$2,509,430
Fairfield, CA	California	$4,211,094
Gilroy-Morgan Hill, CA	California	$3,701,421
Hanford, CA	California	$4,473,581
Hemet, CA	California	$5,794,004
Lodi, CA	California	$2,841,871
Lompoc, CA	California	$3,023,537
Madera, CA	California	$2,500,408
Manteca, CA	California	$4,701,480
Merced, CA	California	$4,252,277
Napa, CA	California	$3,577,716
Petaluma, CA	California	$1,639,633
Porterville, CA	California	$3,258,349
Redding, CA	California	$2,443,268
Salinas, CA	California	$9,415,091
San Luis Obispo, CA	California	$4,823,634
Santa Cruz, CA	California	$7,138,327
Santa Maria, CA	California	$6,698,156
Seaside-Monterey-Pacific Grove, CA	California	$6,177,940
Simi Valley, CA	California	$3,726,137
Tracy-Mountain House, CA	California	$5,820,623
Tulare, CA	California	$2,147,210
Turlock, CA	California	$3,112,860
Vacaville, CA	California	$3,757,099
Vallejo, CA	California	$7,542,926
Visalia, CA	California	$7,042,999
Watsonville, CA	California	$5,353,596
Woodland, CA	California	$2,025,495
Yuba City, CA	California	$3,909,132
Yuma, AZ-CA	California	$49,214
California		**$148,073,285**
Boulder, CO	Colorado	$7,120,423
Castle Rock, CO	Colorado	$2,386,181
Grand Junction, CO	Colorado	$2,740,892
Greeley, CO	Colorado	$4,457,128
Lafayette-Erie-Louisville, CO	Colorado	$2,270,983
Longmont, CO	Colorado	$4,589,307
Pueblo, CO	Colorado	$2,722,717
Colorado		**$26,287,631**
Danbury, CT-NY	Connecticut	$14,938,411
Norwich-New London, CT	Connecticut	$5,753,710
Waterbury, CT	Connecticut	$17,028,114

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

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URBANIZED AREA/STATE		APPORTIONMENT
Connecticut		**$37,720,235**
Dover, DE	Delaware	$5,412,357
Salisbury, MD-DE	Delaware	$134,119
Delaware		**$5,546,476**
Beverly Hills-Homosassa Springs-Pine Ridge, FL	Florida	$2,363,053
Fernandina Beach-Yulee, FL	Florida	$973,082
Four Corners, FL	Florida	$2,360,217
Leesburg-Eustis-Tavares, FL	Florida	$3,515,746
Ocala, FL	Florida	$4,538,347
Panama City-Panama City Beach, FL	Florida	$3,427,218
Poinciana, FL	Florida	$1,369,604
Port Charlotte-North Port, FL	Florida	$4,337,757
Sebring-Avon Park, FL	Florida	$1,400,813
Spring Hill, FL	Florida	$4,095,957
St. Augustine, FL	Florida	$2,024,247
The Villages-Lady Lake, FL	Florida	$3,590,488
Titusville, FL	Florida	$1,382,454
Vero Beach-Sebastian, FL	Florida	$4,918,864
Zephyrhills, FL	Florida	$1,251,134
Florida		**$41,548,981**
Albany, GA	Georgia	$1,644,146
Athens-Clarke County, GA	Georgia	$4,909,636
Brunswick-St. Simons, GA	Georgia	$1,238,102
Cartersville, GA	Georgia	$915,309
Dalton, GA	Georgia	$1,215,464
Gainesville, GA	Georgia	$2,829,712
Hinesville, GA	Georgia	$1,005,709
Macon-Bibb County, GA	Georgia	$3,273,322
Rome, GA	Georgia	$2,187,354
Valdosta, GA	Georgia	$1,646,369
Warner Robins, GA	Georgia	$2,721,499
Winder, GA	Georgia	$830,221
Georgia		**$24,416,843**
Dededo-Apotgan-Tamuning, GU	Guam	$2,776,686
Guam		**$2,776,686**
Kahului-Wailuku, HI	Hawaii	$4,834,957
Kailua (Honolulu County)-Kaneohe, HI	Hawaii	$4,464,202
Hawaii		**$9,299,159**
Coeur d'Alene, ID	Idaho	$2,923,318
Idaho Falls, ID	Idaho	$2,500,352
Lewiston, ID-WA	Idaho	$730,207
Nampa, ID	Idaho	$4,334,896
Pocatello, ID	Idaho	$1,759,458
Twin Falls, ID	Idaho	$1,444,392
Idaho		**$13,692,623**
Alton, IL	Illinois	$1,440,388
Beloit, WI-IL	Illinois	$397,134
Bloomington-Normal, IL	Illinois	$4,734,984
Cape Girardeau, MO-IL	Illinois	$6,206
Champaign, IL	Illinois	$6,490,785
Decatur, IL	Illinois	$3,206,373
DeKalb, IL	Illinois	$3,072,793

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

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URBANIZED AREA/STATE		APPORTIONMENT
Dubuque, IA-IL	Illinois	$53,731
Kankakee, IL	Illinois	$2,982,122
Paducah, KY-IL	Illinois	$28,745
Springfield, IL	Illinois	$4,841,923
Illinois		**$27,255,184**
Anderson, IN	Indiana	$1,535,461
Bloomington, IN	Indiana	$4,690,554
Columbus, IN	Indiana	$1,344,975
Elkhart, IN-MI	Indiana	$2,868,822
Kokomo, IN	Indiana	$1,323,657
Lafayette, IN	Indiana	$6,154,796
Michigan City-La Porte, IN-MI	Indiana	$2,722,179
Muncie, IN	Indiana	$3,293,800
Terre Haute, IN	Indiana	$1,640,146
Valparaiso-Shorewood Forest, IN	Indiana	$1,478,929
Indiana		**$27,053,319**
Ames, IA	Iowa	$4,271,813
Cedar Rapids, IA	Iowa	$4,743,179
Dubuque, IA-IL	Iowa	$1,430,646
Iowa City, IA	Iowa	$5,046,582
Sioux City, IA-NE-SD	Iowa	$1,899,362
Waterloo, IA	Iowa	$2,321,660
Iowa		**$19,713,242**
Lawrence, KS	Kansas	$4,054,074
Manhattan, KS	Kansas	$1,395,286
St. Joseph, MO-KS	Kansas	$57,508
Topeka, KS	Kansas	$2,998,704
Kansas		**$8,505,572**
Bowling Green, KY	Kentucky	$2,075,388
Elizabethtown-Radcliff, KY	Kentucky	$2,433,793
Owensboro, KY	Kentucky	$2,701,993
Paducah, KY-IL	Kentucky	$1,922,686
Kentucky		**$9,133,860**
Alexandria, LA	Louisiana	$1,430,372
Hammond, LA	Louisiana	$1,246,532
Houma, LA	Louisiana	$2,806,926
Lake Charles, LA	Louisiana	$2,932,312
Mandeville-Covington, LA	Louisiana	$2,008,393
Monroe, LA	Louisiana	$2,291,099
Slidell, LA	Louisiana	$1,837,457
Louisiana		**$14,553,091**
Bangor, ME	Maine	$2,122,059
Dover-Rochester, NH-ME	Maine	$58,957
Lewiston, ME	Maine	$1,288,204
Portsmouth, NH-ME	Maine	$541,751
Maine		**$4,010,971**
Frederick, MD	Maryland	$5,320,543
Hagerstown, MD-WV-PA-VA	Maryland	$2,949,424
Lexington Park-California-Chesapeake Ranch Estates, MD	Maryland	$1,654,508
Salisbury, MD-DE	Maryland	$4,150,654
Waldorf, MD	Maryland	$4,490,427
Maryland		**$18,565,556**

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE		APPORTIONMENT
Amherst Town-Northampton-Easthampton Town, MA	Massachusetts	$4,657,688
Leominster-Fitchburg, MA	Massachusetts	$4,499,649
New Bedford, MA	Massachusetts	$5,241,119
Pittsfield, MA	Massachusetts	$2,507,778
Massachusetts		**$16,906,234**
Battle Creek, MI	Michigan	$2,008,441
Bay City, MI	Michigan	$1,885,097
Benton Harbor-Lincoln-St. Joseph, MI	Michigan	$1,616,413
Elkhart, IN-MI	Michigan	$14,176
Holland, MI	Michigan	$2,031,846
Jackson, MI	Michigan	$1,654,817
Michigan City-La Porte, IN-MI	Michigan	$165,024
Midland, MI	Michigan	$1,453,337
Monroe, MI	Michigan	$1,640,219
Muskegon-Norton Shores, MI	Michigan	$4,671,447
Port Huron, MI	Michigan	$3,633,280
Saginaw, MI	Michigan	$2,951,418
South Lyon-Hamburg-Genoa, MI	Michigan	$2,946,023
Traverse City-Garfield, MI	Michigan	$1,971,198
Michigan		**$28,642,736**
Duluth, MN-WI	Minnesota	$3,842,408
Grand Forks, ND-MN	Minnesota	$283,151
La Crosse, WI-MN	Minnesota	$179,413
Mankato, MN	Minnesota	$1,891,909
Rochester, MN	Minnesota	$3,724,162
St. Cloud, MN	Minnesota	$3,634,414
Minnesota		**$13,555,457**
Hattiesburg, MS	Mississippi	$1,513,411
Pascagoula-Gautier, MS	Mississippi	$1,487,927
Mississippi		**$3,001,338**
Cape Girardeau, MO-IL	Missouri	$2,153,684
Columbia, MO	Missouri	$3,623,573
Jefferson City, MO	Missouri	$937,808
Joplin, MO	Missouri	$1,650,494
Lee's Summit, MO	Missouri	$2,043,852
St. Joseph, MO-KS	Missouri	$2,030,574
Missouri		**$12,439,985**
Billings, MT	Montana	$2,905,042
Bozeman, MT	Montana	$1,456,689
Great Falls, MT	Montana	$2,520,963
Helena, MT	Montana	$1,022,267
Missoula, MT	Montana	$4,421,667
Montana		**$12,326,628**
Grand Island, NE	Nebraska	$1,132,600
Sioux City, IA-NE-SD	Nebraska	$366,752
Nebraska		**$1,499,352**
Bullhead City, AZ-NV	Nevada	$4,339
Carson City, NV	Nevada	$2,424,144
Nevada		**$2,428,483**
Dover-Rochester, NH-ME	New Hampshire	$1,240,508
Manchester, NH	New Hampshire	$3,407,110
Portsmouth, NH-ME	New Hampshire	$903,450

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

FY 2025 FULL YEAR SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

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URBANIZED AREA/STATE		APPORTIONMENT
New Hampshire		**$5,551,068**
Vineland, NJ	New Jersey	$2,621,865
New Jersey		**$2,621,865**
Farmington, NM	New Mexico	$1,547,258
Las Cruces, NM	New Mexico	$4,670,124
Los Lunas, NM	New Mexico	$1,003,834
Santa Fe, NM	New Mexico	$2,513,626
New Mexico		**$9,734,842**
Binghamton, NY	New York	$5,233,341
Danbury, CT-NY	New York	$525,372
Elmira, NY	New York	$1,604,387
Glens Falls, NY	New York	$1,601,087
Ithaca, NY	New York	$4,681,026
Kingston, NY	New York	$2,223,631
Kiryas Joel, NY	New York	$5,151,808
Middletown, NY	New York	$3,207,481
Riverhead-Southold, NY	New York	$4,131,844
Saratoga Springs, NY	New York	$2,689,079
Utica, NY	New York	$3,240,027
Watertown, NY	New York	$1,249,284
New York		**$35,538,367**
Burlington, NC	North Carolina	$3,361,363
Clayton, NC	North Carolina	$955,686
Gastonia, NC	North Carolina	$3,333,305
Goldsboro, NC	North Carolina	$967,968
Greenville, NC	North Carolina	$2,523,558
High Point, NC	North Carolina	$3,865,409
Jacksonville, NC	North Carolina	$2,124,110
Pinehurst-Southern Pines, NC	North Carolina	$830,004
Rocky Mount, NC	North Carolina	$2,760,376
North Carolina		**$20,721,779**
Bismarck, ND	North Dakota	$2,176,599
Grand Forks, ND-MN	North Dakota	$1,849,135
Minot, ND	North Dakota	$1,538,734
North Dakota		**$5,564,468**
Lima, OH	Ohio	$1,805,318
Lorain-Elyria, OH	Ohio	$4,413,931
Mansfield, OH	Ohio	$1,445,744
Middletown, OH	Ohio	$1,859,341
Newark, OH	Ohio	$1,651,646
Parkersburg, WV-OH	Ohio	$139,650
Sandusky-Port Clinton, OH	Ohio	$2,095,520
Springfield, OH	Ohio	$1,714,685
Steubenville-Weirton, OH-WV-PA	Ohio	$671,879
Wheeling, WV-OH	Ohio	$934,676
Ohio		**$16,732,390**
Enid, OK	Oklahoma	$1,010,782
Fort Smith, AR-OK	Oklahoma	$37,045
Lawton, OK	Oklahoma	$1,860,675
Norman, OK	Oklahoma	$2,907,112
Oklahoma		**$5,815,614**
Albany, OR	Oregon	$1,499,654

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE		APPORTIONMENT
Bend, OR	Oregon	$2,456,475
Corvallis, OR	Oregon	$3,524,922
Grants Pass, OR	Oregon	$1,167,151
Longview, WA-OR	Oregon	$50,433
Medford, OR	Oregon	$4,682,037
Walla Walla, WA-OR	Oregon	$5,409
Oregon		**$13,386,081**
Altoona, PA	Pennsylvania	$2,607,099
Chambersburg, PA	Pennsylvania	$921,294
Erie, PA	Pennsylvania	$5,494,939
Hagerstown, MD-WV-PA-VA	Pennsylvania	$206,651
Hanover, PA	Pennsylvania	$1,226,419
Hazleton, PA	Pennsylvania	$1,278,807
Johnstown, PA	Pennsylvania	$3,810,997
Lebanon, PA	Pennsylvania	$1,691,914
State College, PA	Pennsylvania	$4,805,849
Steubenville-Weirton, OH-WV-PA	Pennsylvania	$6,742
Williamsport, PA	Pennsylvania	$4,254,380
Pennsylvania		**$26,305,091**
Arecibo, PR	Puerto Rico	$2,613,321
Barceloneta-Florida-Bajadero, PR	Puerto Rico	$1,358,145
Fajardo, PR	Puerto Rico	$2,081,919
Guayama, PR	Puerto Rico	$1,283,182
Juana Díaz, PR	Puerto Rico	$1,505,589
Mayagüez, PR	Puerto Rico	$3,073,397
Ponce, PR	Puerto Rico	$3,613,997
San Germán-Cabo Rojo-Sabana Grande, PR	Puerto Rico	$1,963,339
Yauco, PR	Puerto Rico	$1,429,604
Puerto Rico		**$18,922,493**
Anderson-Clemson, SC	South Carolina	$2,185,689
Beaufort-Port Royal, SC	South Carolina	$955,636
Bluffton East-Hilton Head Island, SC	South Carolina	$1,226,643
Florence, SC	South Carolina	$1,673,974
Mauldin-Simpsonville, SC	South Carolina	$3,008,348
Spartanburg, SC	South Carolina	$3,445,898
Sumter, SC	South Carolina	$1,244,271
South Carolina		**$13,740,459**
Rapid City, SD	South Dakota	$1,695,536
Sioux City, IA-NE-SD	South Dakota	$152,080
Sioux Falls, SD	South Dakota	$4,797,103
South Dakota		**$6,644,719**
Bristol, TN-VA	Tennessee	$634,281
Cleveland, TN	Tennessee	$1,364,669
Jackson, TN	Tennessee	$1,435,850
Johnson City, TN	Tennessee	$2,353,129
Kingsport, TN-VA	Tennessee	$1,695,358
Morristown, TN	Tennessee	$1,179,654
Murfreesboro, TN	Tennessee	$4,263,203
Spring Hill, TN	Tennessee	$1,383,424
Tennessee		**$14,309,568**
Abilene, TX	Texas	$2,491,520
Beaumont, TX	Texas	$2,887,890

FEDERAL TRANSIT ADMINISTRATION

TABLE 3

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URBANIZED AREA/STATE		APPORTIONMENT
Eagle Pass, TX	Texas	$1,357,949
Galveston-Texas City, TX	Texas	$3,941,466
Harlingen, TX	Texas	$2,790,115
Lake Jackson, TX	Texas	$1,105,097
Longview, TX	Texas	$1,935,653
Midland, TX	Texas	$3,048,624
New Braunfels, TX	Texas	$2,104,836
Odessa, TX	Texas	$3,199,296
Port Arthur, TX	Texas	$2,426,655
San Angelo, TX	Texas	$2,155,039
San Marcos, TX	Texas	$4,949,682
Sherman-Denison, TX	Texas	$1,875,026
Temple, TX	Texas	$2,462,741
Texarkana, TX-AR	Texas	$978,164
Tyler, TX	Texas	$2,586,216
Victoria, TX	Texas	$1,428,470
Waco, TX	Texas	$4,362,672
Wichita Falls, TX	Texas	$2,058,958
Texas		**$50,146,069**
Logan, UT	Utah	$3,677,771
St. George, UT	Utah	$2,951,986
Utah		**$6,629,757**
Burlington, VT	Vermont	$4,449,890
Vermont		**$4,449,890**
Virgin Islands, VI	Virgin Islands	$1,795,864
Virgin Islands		**$1,795,864**
Blacksburg-Christiansburg, VA	Virginia	$4,174,164
Bristol, TN-VA	Virginia	$574,009
Charlottesville, VA	Virginia	$4,093,678
Fredericksburg, VA	Virginia	$4,376,993
Hagerstown, MD-WV-PA-VA	Virginia	$2,616
Harrisonburg, VA	Virginia	$3,231,818
Kingsport, TN-VA	Virginia	$6,272
Lynchburg, VA	Virginia	$2,302,005
Staunton-Waynesboro, VA	Virginia	$1,112,256
Williamsburg, VA	Virginia	$2,050,511
Winchester, VA	Virginia	$1,739,246
Virginia		**$23,663,568**
Bellingham, WA	Washington	$5,118,672
Lewiston, ID-WA	Washington	$437,177
Longview, WA-OR	Washington	$1,438,558
Marysville, WA	Washington	$4,078,055
Mount Vernon, WA	Washington	$3,002,837
Walla Walla, WA-OR	Washington	$2,601,232
Wenatchee, WA	Washington	$3,815,519
Yakima, WA	Washington	$3,614,760
Washington		**$24,106,810**
Beckley, WV	West Virginia	$1,005,444
Charleston, WV	West Virginia	$3,718,035
Hagerstown, MD-WV-PA-VA	West Virginia	$1,608,337
Morgantown, WV	West Virginia	$3,693,143
Parkersburg, WV-OH	West Virginia	$1,090,163

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE		APPORTIONMENT
Steubenville-Weirton, OH-WV-PA	West Virginia	$529,400
Wheeling, WV-OH	West Virginia	$1,216,301
West Virginia		**$12,860,823**
Beloit, WI-IL	Wisconsin	$926,232
Duluth, MN-WI	Wisconsin	$1,132,486
Eau Claire, WI	Wisconsin	$3,082,596
Fond du Lac, WI	Wisconsin	$1,191,171
Janesville, WI	Wisconsin	$1,488,833
Kenosha, WI	Wisconsin	$3,285,082
La Crosse, WI-MN	Wisconsin	$3,067,358
Oshkosh, WI	Wisconsin	$2,220,701
Racine, WI	Wisconsin	$3,173,737
Sheboygan, WI	Wisconsin	$2,098,154
Wausau, WI	Wisconsin	$1,475,307
Wisconsin		**$23,141,657**
Casper, WY	Wyoming	$1,548,568
Cheyenne, WY	Wyoming	$1,773,540
Wyoming		**$3,322,108**
Total		**$917,878,745**

Consistent with prior years, urbanized area apportionments for Section 5307 and Section 5340 are combined to show a single amount for each State or Territory. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, and Growing States and High Density States formula funds, as appropriate.

RESOLUTION 2025-RT-31

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $8,675,521.00 TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FISCAL YEAR 2025 SECTION 5307 URBANIZED AREA FORMULA AUTHORIZED UNDER THE BIPARTISAN INFRASTRUCTURE LAW. THE FTA GRANT SHARE IS $4,786,494.00 WITH A TOTAL LOCAL MATCH OF $3,889,027.00, BROKEN DOWN AS FOLLOWS: $3,589,871.00 FOR OPERATING EXPENSES (50/50) AND $299,156.00 FOR CAPITAL PREVENTATIVE MAINTENANCE ASSISTANCE. FUNDING IS AVAILABLE IN THE EL METRO OPERATING FUND. NO FINANCIAL IMPACT AT THE MOMENT.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to submit a grant application to the Federal Transit Administration Section 5307 Urbanized Area Formula; and

WHEREAS, the Federal Transit Administration, is prepared to award a grant to the City of Laredo, as authorized by the Consolidated Appropriations Act, 2025. Section 5307 Urbanized Area Formula, in the amount of $4,786,494.00 for Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager to submit all the necessary paperwork to obtain Operating Assistance funding in the amount of $4,786,494.00 from the Federal Transit Administration (FTA) Program; and

Section 2. Authorizing the City Managers to submit the Operating funds awarded from the grant application for Urbanized Area Formula Program under Section 5307 funds.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 6/16/2025 **Council Item 36.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Council Item 38.**

City of Laredo

City Council

Meeting Date: 6/16/2025 **Council Item 39.**

City of Laredo

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Meeting Date: 6/16/2025 **Council Item 40.**

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Meeting Date: 6/16/2025 **Council Item 41.**

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Meeting Date: 6/16/2025 **Council Item 42.**

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Meeting Date: 6/16/2025 **Council Item 43.**

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Meeting Date: 6/16/2025 **Council Item 44.**

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Texas Department of Transportation

1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043 | 956.712.7400 | WWW.TXDOT.GOV

May 19, 2025

Mr. Joseph Neeb
City Manager
City of Laredo
1110 Houston St.
Laredo, TX 78040

Re: Construction Speed Zoning
County: Webb
Highway: SH255
Control Section: 3586-02

Dear Mr. Neeb:

We request a construction speed zone for the upcoming project on the above-mentioned highway project will consist of rehabilitation of existing roadway, and we are providing you with the speed zone layouts. The new speed that shall govern for this roadway during construction will be as follows:

SH 255:

55 MPH From FM 1472 (Mile Point 1.000) to Approx. 580 ft east of FM 1472 (Mile Point 10.110 / 0.110 Miles)

We respectfully request that you please submit Form 1204 and plans to the City Council during your next meeting so that a city ordinance may be passed. Please include this speed zone as defined above in your ordinance and provide us with a copy of the approved city ordinance for our files. Upon receipt of a copy of the city ordinance, we will schedule the installation of the new speed limit signs once the construction of the projects begins.

Should you have any questions or need additional information, please call me at (956) 764-1215.

Sincerely,

DocuSigned by:
Rafael Guzman
5CB9C1491FA542A...

Rafael Guzman, P.E.
Director of Transportation Operation

cc: Jose Tovias Torres, Transportation Engineer Technician
File copy

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District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected On and Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Laredo (Local Government), acting through its duly authorized officials.

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 law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Downtown Safe Sidewalk Improvements (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding funding for TASA projects in the TASA Program Call of the Laredo Urban Transportation Study, including Project, and

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WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **03/17/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of 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 terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of improvements to and reconstruction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation with a purpose to improve pedestrian and non-motorized user safety and accessibility in downtown Laredo. This TASA project includes portions of Salinas Ave. between Iturbide St. and Water St. as shown on Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If 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, Local Government shall

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provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. 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. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. 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.

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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. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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.

P. State will not pay interest on any funds provided by Local Government.

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Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. 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 State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be 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;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.

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4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. 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.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of 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.

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A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. 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).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

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the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of 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. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, 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 Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may

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require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government 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, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government,

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if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent 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 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of 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 State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

Texas Department of Transportation
ATTN: Contract Specialist – TP&D
1617 Bob Bullock Loop
Laredo, TX 78043

All invoicing, payment, and project inquiries must include the following information:

County: Webb
Local Government: City of Laredo
CSJ No.: 0922-33-226
Project Name: Downtown Safe Sidewalk Improvements
Highway or Roadway: Salinas Ave.

16. Legal Construction

In case 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.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties 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, Local Government shall furnish State with satisfactory proof of this compliance.

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District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

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 Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to 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

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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), (prohibits 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).

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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 Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of 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. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-

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discrimination in award and administration of DOT-assisted contracts. 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 Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) 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

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, 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 contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by 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

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

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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 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 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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

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. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 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://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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 at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We*

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did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.

D. For each year Project remains open for federal funding expenditures, 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 Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

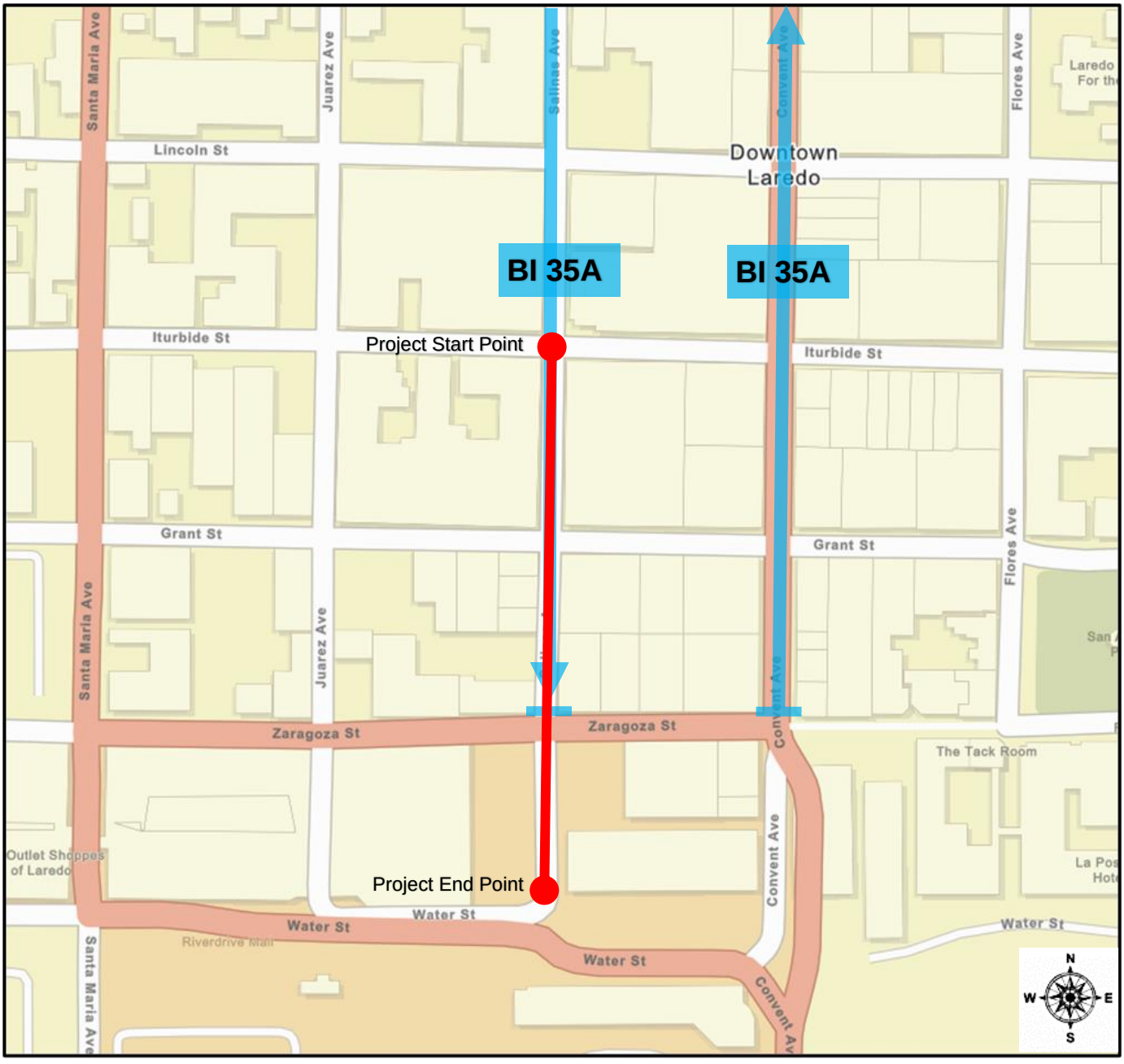
Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6...	Signed by: 8CB2255399FE4BB...
Signature	Signature
Kenneth Stewart	Joseph Neeb
Typed or Printed Name	Typed or Printed Name
Director, Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
4/7/2025	4/7/2025
Date	Date

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ATTACHMENT A
PROJECT LOCATION MAP



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$225,000	80%	$180,000	16.2%	$36,450	3.8%	$8,550
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$1,000,000.00							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$1,000,000	80%	$800,000	16.2%	$162,000	3.8%	$38,000
Work by LG Subtotal		**$1,225,000**		**$980,000**		**$198,450**		**$46,550**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$25,000	80%	$20,000	16.2%	$4,050	3.8%	$950
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$	$0	0%	$0	0%	$0	0%	$0
Eligible In-Kind Contribution Value	$							

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Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$25,000**		**$20,000**		**$4,050**		**$950**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$10,000	0%	$0	0%	$0	100%	$10,000
Environmental Cost[1]	$8,000	0%	$0	0%	$0	100%	$8,000
Right of Way[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Utilities[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Construction[2]	$30,000	0%	$0	0%	$0	100%	$30,000
Direct State Costs Subtotal	$50,000	0%	$0	0%	$0	100%	$50,000
Indirect State Cost	$68,770		$0	100%	$68,770		$0
TOTAL PARTICIPATION	$1,368,770		$1,000,000		$271,270		$97,500
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$97,500**

- The estimated total participation by Local Government is $97,500.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $50,000.
- [1]Local Government's first payment of $20,000 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $30,000 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

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- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,000,000.

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ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2025-R-60

AUTHORIZING THE CITY MANAGER THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-226 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF $1,250,000.00 INCLUDING FEDERAL PARTICIPATION IN THE AMOUNT OF $1,000,000.00 AND AN ESTIMATED LOCAL PARTICIPATON IN THE AMOUNT OF $47,500.00 INCLUDING 100% OF OVERRUNS FOR THE CITY IMPROVEMENTS TO AND CONSTRUCTION OF SIDEWALKS, CURB AND GUTTER, CROSS-SURFACE MATERIALS, PAVEMENT MARKINGS, LIGHTING, LANDSCAPING AND SELECT UTILITY RELOCATION ALONG SALINAS AVENUE BETWEEN ITURBIDE STREET AND WATER STREET. IN ADDITION, AN ESTIMATED DIRECT STATE COST OF $50,000.00 FOR GENERAL ADMINISTRATION IS INCLUDED IN THE AFA NO. CSJ-0922-33-226. THE REQUIRED LOCAL MATCH IS FUNDED FROM THE CITY OF LAREDO TAX INCREMENT REINVESTMENT ZONE NO. 1.

WHEREAS, federal law establishes federal funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the final amount of Local Government participation is based on actual costs, therefore the City of Laredo and Tax Increment Reinvestment Zone No. 1 will be responsible for 100% of overruns of project; and

WHEREAS, the required local match of $97,500.00 is funded from Tax Increment Reinvestment Zone No. 1; and

WHEREAS, the Texas Transportation Code, Sections 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires the State and Metropolitan Planning Organizations, (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 49 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 rules and procedures for the Transportation Alternatives Set-Aside Programs (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

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TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

WHEREAS, Texas Transportation Commission passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding for TASA projects in the TASA Program call of the Laredo Urban Transportation Study, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this by resolution or ordinance dated _____, 2025, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project location Map, which is attached to and made a part of this Agreement; and

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

Section 1: Authorizing the City Manager to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the estimated amount of $1,250,00.00 including federal participation for $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated Indirect State Cost of $50,000.00 for General Administration is included in the AFA 0922-33-226. Funding is available in Tax Increment Reinvestment Zone No. 1 escrow fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 14th DAY OF March, 2025.

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
NGUYEN, DOANH T. "ZONE"
for CITY ATTORNEY